



B.3  
12.5

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 11, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to Intergovernmental Agreement No. 28273 with Oregon Department of Transportation for Right of Way Services for Preliminary Engineering, Right of Way and Construction of the Tolbert St: 82<sup>nd</sup> Dr. to Minuteman Way Project**

<b>Purpose/Outcomes</b>	This amendment provides additional funding for the Right of Way and Construction phases of the Tolbert St: 82 <sup>nd</sup> Drive to Minuteman Way bridge and road construction project.
<b>Dollar Amount and Fiscal Impact</b>	The IGA value is amended to \$20,000,000. This IGA is fully funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program
<b>Funding Source</b>	Oregon Department of Transportation – no County funds are involved
<b>Safety Impact</b>	This project will extend and improve Tolbert Street from 82nd Drive to Minuteman Way by adding a traffic signal to the existing intersection of Tolbert Street and 82nd Drive, a new bridge over the Union Pacific Railroad mainline tracks, a new intersection at Minuteman Way and the Camp Withycombe main gate, street lighting, bikelanes, and sidewalks. This new bridge will draw vehicle traffic and pedestrian traffic from other more congested areas, thereby improving safety for all travelers in the vicinity.
<b>Duration</b>	May 2013-May 2016
<b>Previous Board Action</b>	05/16/13 – BCC Approval of Agreement No. 28273 for Preliminary Engineering for the subject project
<b>Contact Person</b>	Terry Mungenast, Project Manager 503-742-4656

**BACKGROUND:**

On January 11, 2011, ODOT and Clackamas County entered into a Memorandum of Understanding (MOU) R1#00699 to address collaboration in the overall development and construction of the Sunrise system that was funded as part of the 2009 Oregon Jobs and Transportation Act (JTA). The Tolbert Street: 82<sup>nd</sup> Drive to Minuteman Way project is a part of that system and is included in the Memorandum. This project is also included in the ODOT Sunrise Project FEIS.

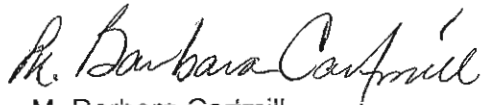
The original agreement provided funding for the Preliminary Engineering phase of the Tolbert Street project. This amendment provides additional funding for the Right of Way and Construction phases of the project.

This IGA has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve Amendment No. 1 to Intergovernmental Agreement No. 28273 with the Oregon Department of Transportation for the Preliminary Engineering Phase of the Tolbert St: 82nd Dr. to Minuteman Way Project.

Respectfully submitted,



M. Barbara Cartmill  
DTD Acting Director

For information on this issue or copies of attachments please contact Terry Mungenast at 503-742-4656
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**AMENDMENT NUMBER 01**  
**Oregon Jobs and Transportation Act of 2009**  
Tolbert Street: SE 82<sup>nd</sup> Drive to Minuteman Drive  
**PE, RIGHT OF WAY AND CONSTRUCTION PHASE**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and Clackamas County, acting by and through its elected officials, hereinafter referred to as "Agency," entered into an Agreement on May 16, 2013. Said Agreement to cover the engineering and design services of Camp Withycombe with an additional access option by connecting SE 82<sup>nd</sup> Drive directly to Minuteman Way at the main gate entrance to Camp Withycombe.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to add additional funding to cover the Right of Way and Construction Phases for the Project. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**Exhibit A – PROJECT DESCRIPTION shall be deleted in its entirety and replaced with the attached Revised Exhibit A – PROJECT DESCRIPTION. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A. – PROJECT DESCRIPTION".**

**TERMS OF AGREEMENT, Paragraph 1, Page 2, which reads:**

1. Agency shall provide engineering and design services for the "Tolbert Street: SE 82<sup>nd</sup> Drive to Minuteman Drive" Project; such services, also described in Exhibit A, are referred to herein as the "Project". This Project will provide Camp Withycombe with an additional access option by connecting SE 82<sup>nd</sup> Drive directly to Minuteman Way at the main gate entrance to Camp Withycombe. The Project will include improvements to the existing intersection of Tolbert Street and SE 82<sup>nd</sup> Drive, a new bridge over the Union Pacific Railroad (UPRR) mainline tracks, and a new intersection at Minuteman Way. The Project also includes certain Right of Way services up to the preparation of legal descriptions. A Project description, budget, and vicinity map showing the location and approximate limits of the Project are shown on Exhibit "A", attached hereto and by this reference made a part hereof.

**Shall be deleted in its entirety and replaced with the following:**

1. Agency shall perform all phases (Preliminary Engineering, Design, Right of Way Acquisition, and Construction) of the "Tolbert Street: SE 82<sup>nd</sup> Drive to Minuteman Way" Project; such services, also described in Exhibit A, are referred to herein as the "Project". This Project will provide Camp Withycombe with an additional access option by connecting SE 82<sup>nd</sup> Drive directly to Minuteman Way at the main gate entrance to Camp Withycombe. The Project will include improvements to the existing intersection of Tolbert Street and SE 82<sup>nd</sup> Drive, a new bridge over the

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Union Pacific Railroad (UPRR) mainline tracks, and a new intersection at Minuteman Way. A Project description, budget, and vicinity map showing the location and approximate limits of the Project are shown on Exhibit "A", attached hereto and by this reference made a part hereof.

**TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The total Project cost is estimated at \$2,000,000 which is subject to change. The JTA of 2009 Program funds are limited to the PE phase for the total amount of \$2,000,000. State's PE review/oversight costs shall be withheld from State's contribution. Said State costs are estimated to be \$20,000. State shall reimburse Agency 100% percent of eligible, actual costs incurred by Agency up to the maximum amount of \$2,000,000 of the JTA funds committed for the Project minus actual review/oversight costs incurred by State. Agency shall be responsible for all costs in excess of the JTA of 2009 Program funded amount for this Project. An amendment to this Agreement is required, if any additional state or federal funds, or remaining Project JTA funds are allocated for use on the additional phases of the Tolbert Street project.

**Shall be deleted in its entirety and replaced with the following:**

2. The total Project cost is estimated at \$20,000,000 which is subject to change. The JTA of 2009 Program may be used on all phases of the Project for the total amount of \$20,000,000. State's PE review/oversight costs shall be withheld from State's contribution. Said State costs are estimated to be \$35,000. State shall reimburse Agency 100% percent of eligible, actual costs incurred by Agency up to the maximum amount of \$20,000,000 of the JTA funds committed for the Project minus actual review/oversight costs incurred by State. Agency shall be responsible for all costs in excess of the JTA of 2009 Program funded amount for this Project. An amendment to this Agreement is required, if any additional state or federal funds or remaining Project JTA funds are allocated for use on the "Project".

**Insert new AGENCY OBLIGATIONS, Paragraph 5, to read as follows:**

5. Agency or its consultant shall acquire all necessary rights of way according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.

**AGENCY OBLIGATIONS, Paragraphs 5 through 20, shall be hereinafter re-numbered as Paragraphs 6 through 21.**

**STATE OBLIGATIONS, Paragraph 1, Page 6, which reads:**

1. In consideration for the services performed, State agrees to pay Agency within fifteen (15) days of receipt by State of the Project invoice and Exhibit B. State shall

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reimburse Agency 100% percent of eligible, actual costs incurred up to the maximum amount of JTA funds committed for the Project specified in Terms of Agreement, Paragraph two (2) minus costs incurred by State as described below. Under no conditions shall State's total obligation exceed \$2,000,000, in JTA of 2009 Program funds, including all Agency and State expenses.

**Shall be deleted in its entirety and replaced with the following:**

1. In consideration for the services performed, State agrees to pay Agency within fifteen (15) days of receipt by State of the Project invoice and Exhibit B. State shall reimburse Agency 100% percent of eligible, actual costs incurred up to the maximum amount of JTA funds committed for the Project specified in Terms of Agreement, Paragraph two (2) minus costs incurred by State as described below. Under no conditions shall State's total obligation exceed \$20,000,000, in JTA of 2009 Program funds, including all Agency and State expenses.

**STATE OBLIGATIONS, Paragraph 2, Page 7, which reads:**

2. State shall, at Project expense, perform Project PE review and oversight in the estimated amount of \$20,000. State shall keep accurate cost accounting records of costs incurred and shall provide Agency with monthly statements of said costs.

**Shall be deleted in its entirety and replaced with the following:**

2. State shall, at Project expense, perform Project review and oversight in the estimated amount of \$35,000. State shall keep accurate cost accounting records of costs incurred and shall provide Agency with monthly statements of said costs.

**Insert new STATE OBLIGATIONS, Paragraphs 3 and 4, to read as follows:**

3. State shall review the documentation provided by Agency to ensure that the Project undertaken by Agency is the Project approved by the Legislature on May 29, 2009.
4. State shall not be required to approve Agency's selection of contractors, right of way purchase, or engineering design documents, except as the Project design affects the state highway system or as required by the conditions of approval adopted by the OTC.

**STATE OBLIGATIONS, Paragraph 3 shall be hereinafter re-numbered as Paragraph 5.**

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

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

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #16844) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Agency/State  
Agreement No. 28273-01

**CLACKAMAS COUNTY**, by and through its elected officials

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Recording Secretary

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By  \_\_\_\_\_  
Agency Counsel

Date 7/9/13 \_\_\_\_\_

**Agency Contact:**

Terry Mungenast, Technical Services Coordinator  
Clackamas County  
Development Services Building.  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4656  
[TerryMun@co.clackamas.or.us](mailto:TerryMun@co.clackamas.or.us)

**State Contact:**

Nathan Potter, CPM  
Metro West/Region 1  
3700 SE 92<sup>nd</sup> Avenue  
Portland, OR 97266-1951  
(971) 230-4241  
[nathan.k.potter@odot.state.or.us](mailto:nathan.k.potter@odot.state.or.us)

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

Agency/State  
 Agreement No. 28273-01

**REVISED EXHIBIT A –PROJECT DESCRIPTION  
 CLACKAMAS COUNTY  
 Tolbert Street: SE 82<sup>nd</sup> Drive to Minuteman Drive**

This Project will provide for an additional access option for Camp Withycombe by connecting SE 82<sup>nd</sup> Drive directly to Minuteman Way at the main gate entrance to Camp Withycombe. The Project will include design and construction of improvements to the existing intersection of Tolbert Street and SE 82<sup>nd</sup> Drive, a new bridge over the Union Pacific Railroad (UPRR) mainline tracks, and a new intersection at Minuteman Way.

<b>Project Cost Estimate</b>		<b>Project Financing</b>	
Preliminary engineering & design	\$ 2,000,000	JTA of 2009 Program \$20,000,000	
Right of Way	\$ 4,500,000		
Construction	<u>\$13,500,000</u>		
<b>Total Project Cost</b>	<b>\$20,000,000</b>	<b>Total Funds</b>	<b>\$20,000,000</b>



# AGENDA

**\*Revised**

*Added consent item B.3*

**Thursday, July 11, 2013 - 10:00 AM**

## **Board of County Commissioners Business Meeting**

Beginning Board Order No. 2013-65

### **I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation on "Made in America Month" (Catherine Comer, Business & Economic Development)

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

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

1. Board Order No. \_\_\_\_\_ for Boundary Change Proposal CL 13-002, Annexation to Clackamas River Water (Ken Martin, Local Boundary Consultant)
2. Second Reading of Ordinance No. 03-2013 Adding Chapter 6.12, Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency – and Approval of Resolution No. \_\_\_\_\_ Adopting Fees for Outdoor Mass Gatherings and Limited Gatherings (Mike McCallister, Planning Department)

**V. DISCUSSION ITEMS** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

**-NO DISCUSSION ITEMS SCHEDULED**

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

**A. Health, Housing & Human Services**

1. Approval of an Agency Services Contract with Compass Group USA, Inc. dba Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites - *Social Services*
2. Approval of an Intergovernmental Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over - *Social Services*
3. Approval of an Intergovernmental Agreement (IGA) with the State of Oregon, Department of Human Services for Job Opportunities and Basic Skills for Clients Receiving Temporary Assistance to Needy Families (TANF) – *Community Solutions*
4. Approval of an Amendment with Washington County for Alcohol and Drug Treatment Services – *Behavioral Health*
5. Approval of a Professional Services Agreement with LifeWorks NW Providing On-Site Services at the Gladstone Center for Children and Families - *Behavioral Health*
6. Approval of a Sub-recipient Grant Agreement with Northwest Family Services, Inc. for Drug and Alcohol Prevention Specialist Services – *Children, Youth & Families*
7. Approval of a Sub-recipient Grant Agreement with Todos Juntos, Inc. for Drug and Alcohol Prevention Specialist Services - *Children, Youth & Families*

**B. Department of Transportation & Development**

1. Approval of a Contract with Concrete Enterprises, Inc. for the Rock Creek (Wilhoit Road) Bridge Replacement Project - *Finance*
2. Approval of a Contract with Nutter Corporation for the Sandy River (Lolo Pass Road) Mitigation Project - *Finance*
- \*3. Approval of Amendment No. 1 to Intergovernmental Agreement No. 28273 with Oregon Department of Transportation for Right of Way Services for Preliminary Engineering, Right of Way and Construction of the Tolbert St: 82nd Dr. to Minuteman Way Project

**C. Finance Department**

1. Approval of a FY 2013-2014 Work and Financial Plan with United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for Predator Management (County Trapper)
2. Approval of a Lease with T5 Equities, LLC for the District Attorney's Office

**D. Elected Officials**

1. Resolution No. \_\_\_\_\_ Appointing Pro Tempore Judges for the Clackamas County Justice Court

**E. Juvenile Department**

1. Approval of a Grant Award for Shelter Care Beds
2. Approval of an Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for Individualized Service Funds
3. Approval of an Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for Juvenile Crime Prevention Basic and Diversion Services
4. Approval of a Personal Services Contract with Parrott Creek Child and Family Services to Provide Shelter Services to Youth residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court - *Finance*
5. Approval of a Personal Services Contract with Boys and Girls Aid to Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court - *Finance*
6. Approval of a Personal Service Contract with Christian Community Placement Center to Provide Shelter Service to Youth Residing in Clackamas Count Under the Jurisdiction of Clackamas County Juvenile Court - *Finance*

**F. Technology Services**

1. Approval of an ORMAP Intergovernmental Agreement Contract No. 3036 between Clackamas County and the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

**VII. SERVICE DISTRICT NO. 5**

1. Approval of an Agreement for the Sale of Option B District Owned Street Lights to Portland General Electric
2. Authorization for the Submittal of the Incentive Application to Energy Trust of Oregon

**VIII. WATER ENVIRONMENT SERVICES**

1. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

**IX. COUNTY ADMINISTRATOR UPDATE**

**X. 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.

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



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COPY  
GARY BARTH  
DIRECTOR

**BUSINESS AND COMMUNITY SERVICES**

July 11, 2013

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Made in America

<b>Purpose/Outcomes</b>	Governor Kitzhaber's proclamation of July 2013 as Made in America Month
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	None
<b>Safety Impact</b>	None
<b>Duration</b>	Month of July
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Catherine Comer, Manager - Business & Economic Development, 742-4303
<b>Contract No.</b>	

**BACKGROUND:**

The Governor's Office has proclaimed July 2013 as Made in America Month.

Business and Economic Development Staff will be joined by Gerald L. Rowlett of Westlake Development Group, LLC to present a 2.48 minute video on the first Made in America home. Staff will present the Governor's Proclamation and an overview of manufacturing businesses in Clackamas County.

Clackamas County Manufacturing Industry Overview

According to the Oregon Employment Department, in Clackamas County as of the end of 2012, there were 586 business units in manufacturing, with a total payroll of \$932,938,642, employing 16,462 people.

With this proclamation, we acknowledge and appreciate the economic contributions of the manufacturing industry as a whole in Clackamas County.

**RECOMMENDATION:**

Staff recommends the Board support Made in America Month.

Respectfully submitted,

  
Gary Barth, Director

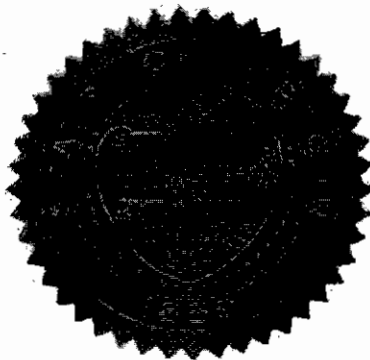
STATE OF OREGON  
**PROCLAMATION**  
OFFICE OF THE GOVERNOR

- WHEREAS:** Approximately 70% of current construction utilizes products manufactured, finished or assembled in the United States; and
- WHEREAS:** If every builder around the nation increased that number by as little as 5% using local vendors and encouraging sustainable practices, it would add more than 220,000 construction jobs, \$14 billion to the United States economy, and contribute to the reduction of the construction industry's carbon footprint; and
- WHEREAS:** Building with products made in America encourages the use of local vendors, promotes community, increases pride and patriotism in America, strengthens the local and national economies, and increases funding within our communities; and
- WHEREAS:** The State of Oregon is proud to join with the Building a Better America Council in recognizing that everyone from contractor to consumer has the ability to make a positive purchasing impact and together with the Building a Better America Council's triple-bottom line fundamentals and certification program can help provide secure, stable and meaningful employment to Americans.
- NOW,  
THEREFORE:** I, John A. Kitzhaber, M.D., Governor of the State of Oregon, hereby proclaim **July 2013** to be

**MADE IN AMERICA MONTH**

*in Oregon and encourage all Oregonians to join in this observance.*

IN WITNESS WHEREOF, I hereunto set my hand and cause the Great Seal of the State of Oregon to be affixed. Done at the Capitol in the City of Salem in the State of Oregon on this day, March 19, 2013.



  
John A. Kitzhaber, M.D., Governor

  
Kate Brown, Secretary of State

Oregon Labor Market Information System

Start over

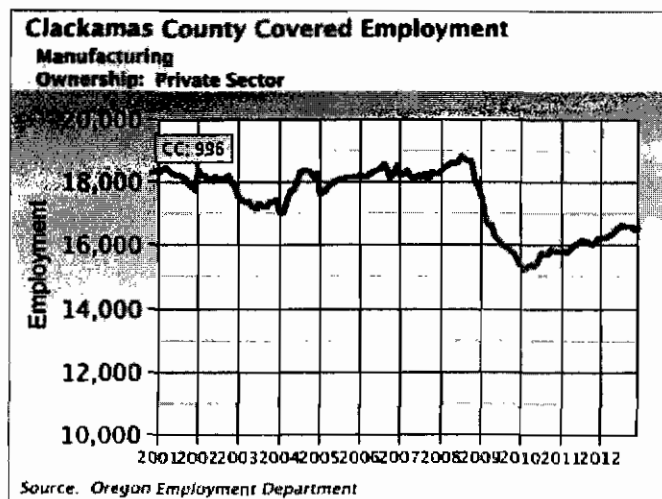
Download spreadsheet

# Industry Report

## Manufacturing Ownership: Private Sector Clackamas County

### Covered Employment Manufacturing, Clackamas County

Year	Annual Average	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Code Changes
2001	18,187	18,332	18,385	18,504	18,398	18,252	18,246	18,241	18,188	18,104	17,984	17,850	17,762	-
2002	18,134	18,367	18,239	18,245	18,087	18,122	18,159	18,077	18,117	18,137	18,231	17,982	17,841	996
2003	17,332	17,506	17,376	17,373	17,362	17,229	17,185	17,327	17,241	17,199	17,373	17,376	17,431	-218
2004	17,883	16,994	17,012	17,395	17,671	17,725	17,972	18,347	18,362	18,354	18,335	18,181	18,250	17
2005	17,996	17,585	17,672	17,795	17,928	18,002	18,053	18,131	18,105	18,177	18,154	18,190	18,158	-611
2006	18,326	18,220	18,184	18,174	18,247	18,306	18,369	18,455	18,581	18,441	18,137	18,286	18,508	350
2007	18,222	18,203	18,254	18,396	18,145	18,109	18,196	18,158	18,248	18,058	18,314	18,295	18,293	-187
2008	18,509	18,379	18,456	18,523	18,652	18,593	18,624	18,849	18,718	18,689	18,669	18,087	17,874	27
2009	16,275	17,548	16,977	16,661	16,624	16,299	16,182	16,047	15,961	15,918	15,808	15,703	15,574	51
2010	15,559	15,342	15,228	15,343	15,405	15,333	15,460	15,764	15,686	15,697	15,848	15,786	15,814	-185
2011	15,997	15,793	15,817	15,759	15,867	15,950	16,064	16,174	16,103	16,125	16,033	16,060	16,223	52
2012	16,462	16,240	16,245	16,283	16,335	16,446	16,555	16,629	16,589	16,611	16,590	16,491	16,527	120



Code changes (or 'non-economic code changes') occur when a correction is made to a firm's industry classification or county. Consequently, the net employment changes shown in this column do not reflect actual economic events and must be taken into account when analyzing trends across multiple years. Any such adjustments are made in January of each year. Currently, code change data is available for private-sector industries only. Changes of 5% or more are indicated by a 'CC' note on the employment chart.

**Covered Wages**  
**Manufacturing, Clackamas County**

Year	Annual Total	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2001	\$776,025,745	\$199,315,703	\$190,977,290	\$189,191,819	\$196,540,933
2002	\$759,448,496	\$192,158,001	\$186,797,023	\$186,739,080	\$193,754,392
2003	\$749,581,613	\$184,431,133	\$185,225,479	\$182,107,823	\$197,817,178
2004	\$810,309,835	\$197,568,077	\$190,819,490	\$203,028,005	\$218,894,263
2005	\$831,889,263	\$205,406,245	\$200,555,743	\$217,382,616	\$208,544,659
2006	\$884,022,900	\$225,687,019	\$212,244,780	\$217,888,059	\$228,203,042
2007	\$923,092,060	\$230,939,150	\$224,081,756	\$225,180,476	\$242,890,678
2008	\$973,643,886	\$244,409,439	\$250,980,727	\$234,074,937	\$244,178,783
2009	\$851,555,414	\$225,131,252	\$208,373,755	\$197,695,190	\$220,355,217
2010	\$841,136,745	\$194,211,084	\$208,757,735	\$202,523,104	\$235,644,822
2011	\$885,361,288	\$212,727,578	\$219,637,476	\$222,233,381	\$230,762,853
2012	\$932,938,642	\$233,077,460	\$229,830,290	\$224,634,370	\$245,396,522

**Business Units**  
**Manufacturing, Clackamas County**

Year	Annual Average	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2001	650	650	650	650	649
2002	637	633	636	637	640
2003	607	610	616	600	601
2004	612	609	609	614	614
2005	620	615	619	626	621
2006	636	634	630	635	644
2007	657	672	652	652	652
2008	655	656	650	657	655
2009	620	632	625	617	605
2010	591	588	588	589	598
2011	579	590	580	572	574
2012	586	580	583	588	594

**Geographic Profile**  
**Manufacturing, 2012**

Area	Units	Employment	Payroll	Avg Pay
STATEWIDE	5,684	171,420	\$10,655,562,689	\$62,161
Baker County	29	485	\$17,799,881	\$36,701
Benton County	95	3,210	\$239,077,481	\$74,479
Clackamas County	586	16,462	\$932,938,642	\$56,672
Clatsop County	58	2,083	\$107,998,808	\$51,848
Columbia County	60	1,346	\$66,908,059	\$49,709
Coos County	75	1,530	\$64,437,892	\$42,116
Crook County	32	874	\$22,254,456	\$33,018
Curry County	22	531	\$24,588,104	\$46,305
Deschutes County	288	3,843	\$158,477,282	\$41,238
Douglas County	118	4,137	\$185,983,782	\$44,956
Gilliam County	2	(c)	(c)	(c)
Grant County	7	130	\$4,837,737	\$37,213
Harney County	3	(c)	(c)	(c)

Hood River County	68	1,266	\$49,974,806	\$39,475
Jackson County	318	6,707	\$281,487,872	\$41,969
Jefferson County	22	829	\$31,858,065	\$38,430
Josephine County	115	2,302	\$86,630,062	\$37,633
Klamath County	55	1,699	\$69,612,862	\$40,973
Lake County	10	204	\$7,298,163	\$35,775
Lane County	546	12,272	\$583,854,141	\$47,576
Lincoln County	51	1,031	\$55,983,990	\$54,301
Linn County	191	6,718	\$382,649,196	\$56,959
Malheur County	28	909	\$26,917,904	\$29,613
Marion County	376	9,531	\$350,291,457	\$36,753
Morrow County	13	1,150	\$51,090,989	\$44,427
Multnomah County	1,182	33,512	\$1,787,698,546	\$53,345
Polk County	80	1,908	\$65,725,172	\$34,447
Sherman County	1	(c)	(c)	(c)
Tillamook County	25	1,106	\$46,671,685	\$42,199
Umatilla County	78	3,443	\$106,625,055	\$30,969
Union County	30	1,106	\$46,563,191	\$42,101
Wallowa County	19	144	\$3,476,413	\$24,142
Wasco County	35	673	\$19,592,088	\$29,112
Washington County	789	44,182	\$4,478,331,750	\$101,361
Yamhill County	240	6,115	\$282,320,314	\$46,168

**Industry Detail**

**2012 Annual Data**

NAICS	Industry	Units	Emplmnt	Payroll	Avg Pay
-	Manufacturing	586	16,462	\$932,938,642	\$56,672
311	Food manufacturing	43	1,258	\$58,926,973	\$46,842
312	Beverage and tobacco product manufacturing	6	21	\$499,118	\$23,768
313	Textile mills	2	(c)	(c)	(c)
314	Textile product mills	18	130	\$4,335,924	\$33,353
315	Apparel manufacturing	2	(c)	(c)	(c)
316	Leather and allied product manufacturing	2	(c)	(c)	(c)
321	Wood product manufacturing	22	616	\$24,432,816	\$39,664
322	Paper manufacturing	9	437	\$25,387,675	\$58,095
323	Printing and related support activities	30	315	\$13,812,734	\$43,850
324	Petroleum and coal products manufacturing	2	(c)	(c)	(c)
325	Chemical manufacturing	19	361	\$18,033,658	\$49,955
326	Plastics and rubber products manufacturing	26	355	\$17,069,626	\$48,083
327	Nonmetallic mineral product manufacturing	25	439	\$19,152,536	\$43,628
331	Primary metal manufacturing	13	2,176	\$134,369,732	\$61,751
332	Fabricated metal product manufacturing	130	3,767	\$204,404,721	\$54,262
333	Machinery manufacturing	60	1,185	\$69,254,258	\$58,442
334	Computer and electronic product manufacturing	33	3,088	\$229,558,478	\$74,339
335	Electrical equipment and appliance mfg.	10	500	\$30,944,643	\$61,889
336	Transportation equipment manufacturing	29	919	\$47,903,512	\$52,126
337	Furniture and related product manufacturing	45	242	\$8,415,872	\$34,776
339	Miscellaneous manufacturing	62	605	\$24,953,189	\$41,245





2

**OFFICE OF COUNTY COUNSEL**

**PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

June 21, 2013

Board of County Commissioners  
Clackamas County

**Stephen L. Madkour**  
County Counsel

Members of the Board:

**David W. Anderson**  
**Kimberley Ybarra**  
**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
Assistants

Approval of Annexation to Clackamas River Water

<b>Purpose/Outcomes</b>	Conduct Public Hearing/Approve Order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Safety Impact</b>	Not Applicable
<b>Duration</b>	Not Applicable
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel 503 742 4623
<b>Contract No.</b>	Not Applicable

**BACKGROUND**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a domestic water supply district and Clackamas River Water is such a district.

Proposal No. CL 13-002 is a proposed annexation to Clackamas River Water.

State statute requires the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 500 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3)

(double majority annexation law) and ORS 198.750 (section of statute which specifies contents of petition. If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the southern part of the District. The territory contains 7.51 acres, one single family dwelling, a population of 4 and is valued at \$207,465.

### **REASON FOR ANNEXATION**

The property owners desire annexation to provide water service to the existing single family dwelling.

### **CRITERIA**

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

### **LAND USE PLANNING**

Regional Planning. The territory is outside the jurisdictional boundary of Metro and outside the regional Urban Growth Boundary.

County Planning. The territory is designated Agriculture on the Clackamas County Nonurban Area Land Use Plan Map (IV-7). The territory is zoned EFU, Exclusive Farm Use.

The following policies from the Public Facilities and Services element of the County's plan are applicable:

#### Water

\* \* \*

12.0 Require all public water purveyors to design the extension of water facilities at levels consistent with the land use element of the Comprehensive Plan.

\* \* \*

15.0 Require water service purveyors to provide water services for nonurban areas at levels which are appropriate for nonurban use.

There are no service agreements between a local government and the District which affect the territory to be annexed.

### **FACILITIES AND SERVICES**

Sewer. There is no public sewer service in this area.

Water. The territory to be annexed can be served by Clackamas River Water. The District has 12 inch water lines Killdeer Road and Yoeman Road.

Police Service. The area receives police service at a rural level from the Clackamas County Sheriff's Department.

Fire. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the water district.

### **RECOMMENDATION**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-13-002, annexation to Clackamas River Water.

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

In the Matter of Approving  
Boundary Change Proposal  
No. CL-13-002



ORDER NO.

This matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas River Water;

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

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report; and

It further appearing that this matter came before the Board for a public hearing on July 11, 2013 and that a decision of approval was made on July 11, 2013;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL-13-002 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas River Water.

ADOPTED this 11<sup>th</sup> day of July, 2013.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

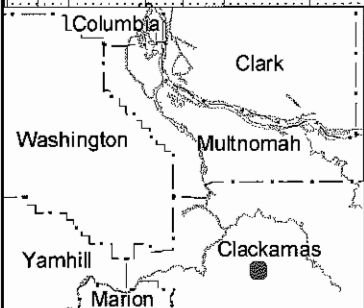
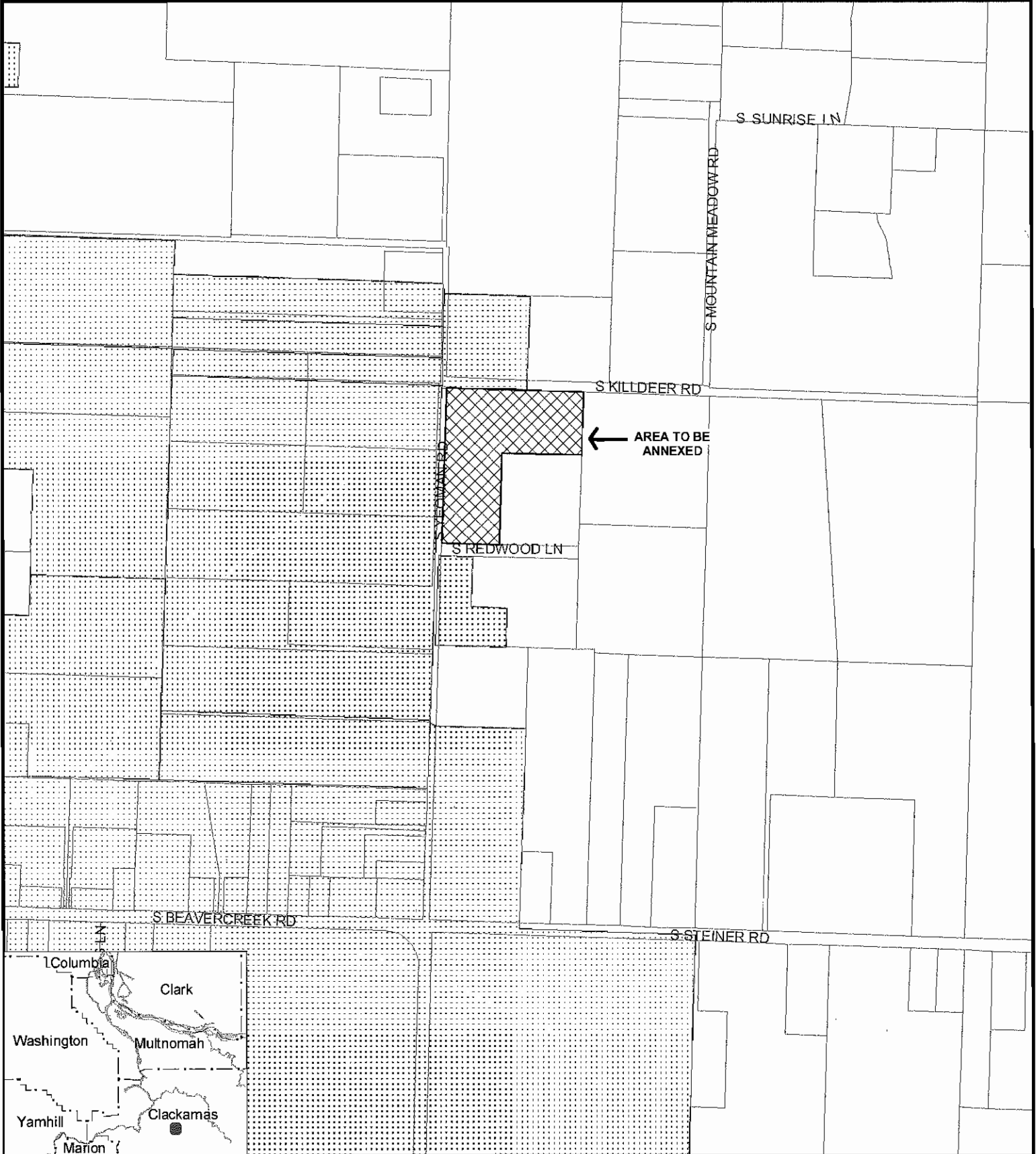
\_\_\_\_\_  
Recording Secretary

# CL13-002



3S2E24

Clackamas River Water District

Clackamas County



Data Resource Center  
600 NE Grand Ave  
Portland, OR 97232-2736  
<http://www.oregonmetro.gov/drc>  
Metro

 Clackamas River Water District  
 Area to be annexed

CL13-002

Ken Martin Consulting  
P.O. Box 29079  
Portland, OR 97296-9079  
(503) 222-0955



EXHIBIT B  
LEGAL DESCRIPTION

A tract of land in Section 24, Township 3 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at the Southwest corner of said Section 24; thence North  $0^{\circ}36'10''$  East along the West line of said Section 1830.29 feet; thence South  $89^{\circ}22'$  East 15.00 feet to the intersection of the East line of Yeomans Road County Road No. 1051 and the North line of a 60 foot roadway as disclosed in document recorded July 31, 1974 as Recorder's Fee No. 74-021352, Clackamas County Records, and the true point of beginning; thence South  $89^{\circ}23'50''$  East 279.47 feet to the Southwest corner of that tract of land deeded to Gary L. Finnegan, et ux, recorded July 30, 1974 as Recorder's Fee No. 74-021340, Clackamas County Records; thence North  $0^{\circ}36'10''$  East along the West line of said Finnegan tract 443.36 feet to the Northwest corner thereof; thence South  $89^{\circ}23'50''$  East 385.24 feet to the Northeast corner thereof; thence North  $0^{\circ}22'36''$  East along the West line of that tract conveyed to Kenneth R. Bower, et ux, recorded July 17, 1967 in Book 693, Page 601, Clackamas County Deed Records, 326.52 feet to the South line of a public road as described in a deed recorded in Book 690, Page 43, Clackamas County Deed Records, thence North  $89^{\circ}37'30''$  West along said road line 663.57 feet to the East line of Yeomans Road; thence South  $0^{\circ}36'10''$  West along said East road line 767.41 feet, more or less, to the true point of beginning.

This map was prepared for assessment purpose only.

1" = 400'

EXHIBIT C

Proposal No. CL 13-001

SEE MAP 3 2E

17000

17500

14 13

23

SEE MAP 24 3 2E 13CC

SEE MAP

R. R. F. F. - 5

3 2 E 24 BB

506 4.90Ac. 17435 PARCEL III-2 P.P.

509 4.89Ac. 17405 PARCEL III-1 1991-122

104 4.05Ac. 17410 PARCEL 2

105 29.13Ac. 17400 S. SUNR

600 32.87Ac. 21094

503 2.00 Ac. 21150 PARCEL I-I

507 5.11Ac. 17325 P.P. 1991-120

508 4.90Ac. 17380 PARCEL II-2 P.P.

505 4.96Ac. 17330 PARCEL II-1 1991-121

P.P. 1996-43

502 0.93Ac.

700 6.99Ac. 21323

400 32.17 Ac. 17275 S. KILLDEER PARCEL 1

404 3.51Ac. PARCEL 1

401 1.00Ac. 17425

102 20.10Ac. 17501

E.F.U.

800 6.89Ac. 17205

2008 - 046

PARCEL 2

PLAT

403 2.50 Ac. NOT IN R. PLAT

300 20.00Ac. 17505

602 3.61Ac. 17075

601 3.72Ac. 17085

1/4 COR.

1200 7.70 Ac. 17100 17110

1000 8.98Ac. 17142

905 17.55 Ac. 17310

900 20.45Ac. 17444

290 158.18 17803

1201 3.92 Ac. 17071

1100 9.21Ac. 17131

62-04

YEOMAN RD.

MOUNTAIN MEADOW RD. (PVT)

20 PRIVATE ACCESS EASEMENT BY 062604

VACATED CRD. NO. 17

RD LN. (PVT)

515 M/L



3

MIKE MCCALLISTER  
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 11, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Second Reading of Ordinance No. 03-2013 Adding Chapter 6.12 - Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency – and Approval of Resolution Adopting Fees for Outdoor Mass Gathering and Limited Gatherings

<b>Purpose/Outcome</b>	An ordinance to add chapter 6.12 in the Clackamas County Code to regulate Outdoor Mass Gatherings (gatherings of more than 3,000 persons) in compliance with the requirements of Oregon Revised Statutes 433.735-770 and Oregon Administrative Rules Chapter 333, Division 039, and to regulate Limited Gatherings (gatherings of more than 300 persons).
<b>Dollar Amount and Fiscal Impact</b>	The Code Amendment is included in the Planning and Zoning Division work program for 2012-2013.
<b>Funding Source</b>	Permit fees will be considered to cover costs of processing permits for gatherings. The proposed fees are included in this report and also include provisions to collect a deposit to cover the cost of agency response to monitor or enforce conditions of a permit.
<b>Safety Impact</b>	The purpose of code language is to adopt regulations to facilitate a transparent, coordinated review process to authorize gatherings in order to ensure the safety, health, and welfare of the surrounding community, participants and organizers.
<b>Duration</b>	Permanent adoption to the Clackamas County Code
<b>Previous Board Action/Review</b>	A Study Session with the Board of County Commissioners was held on Tuesday, June 11, 2013. The BCC directed staff to proceed with a public hearing as soon as possible. A public hearing and first reading of the proposed code was held on June 20, 2013. The BCC directed staff to proceed with a hearing for a second reading and a proposed fee schedule.
<b>Contact Person</b>	Mike McCallister, Planning Director (503) 742-4522 and Lorraine Gonzales, Senior Planner (503) 742-4541

**EXECUTIVE SUMMARY:**

This is the second hearing and reading to consider adoption of an ordinance into the County Code regulating Outdoor Mass Gatherings and Limited Gatherings. The proposed code amendments will implement current state law which regulates mass gatherings and tailor the process to include more specific review, public notice, agency coordination, decision making and public hearing procedures. In addition to adopting state laws governing outdoor mass gatherings, the proposed code would regulate other gatherings of less than 3,000 persons (referred to as limited gatherings.)



Testimony regarding the proposed code amendment was received at the first hearing on June 20 and in the subsequent business meeting on June 27 regarding a number of issues. A response to those issues are summarized below.

1. The code applies to unincorporated (urban and rural areas) of the County. The code does not apply to incorporated cities.
2. The code does not apply to activities (parades, organized walks, demonstrations, etc.) on a county road. Those types of activities are regulated by the DTD Transportation Division.
3. The code includes a list of exemptions for certain gatherings including normal and customary activities in the underlying zoning district (family wedding, reunions, etc.).
4. The code exempts uses authorized under a land use permit approval, including agritourism events, farmers markets, hosting of commercial events, etc.
5. The code includes provisions for the Planning Director (i.e. Planning Director discretion) to use his or her discretion to waive the need for a permit when there are no significant health, safety or welfare issues anticipated from an event and to waive the 90 day submittal requirement for limited gatherings when it is deemed feasible to process a permit for a limited gathering in a shorter time period.

At the conclusion of the public hearing the Board directed staff to proceed with a second public hearing and reading of the code, including a proposed fee schedule for processing applications that provides full cost recovery and an emergency resolution for the effective date of the proposed code. A copy of the resolution is attached.

**FEE PROPOSAL:**

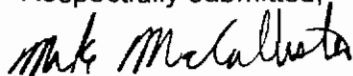
Staff researched fees from several counties for processing outdoor mass gatherings and other gatherings. Based on the research efforts and information collected the following application fees are proposed for outdoor mass gatherings and limited gatherings. Staff believes these fees are conservative (i.e. may not provide full cost recovery) and will commit to monitor the cost of processing any applications over the course of the year and make adjustments in the next budget cycle accordingly.

Outdoor Mass Gatherings and Limited Gatherings Proposed Fees		
Gathering Type & Estimated # of Participants	Application Fee	**Deposit Fee
<b>Extended Outdoor Mass Gatherings (EOMG)</b>		
Greater than 3,000	\$ 5,000	\$ 5,000
<b>Outdoor Mass Gatherings (OMG)</b>		
Greater than 3,000	\$ 5,000	\$ 5,000
<b>Limited Gatherings (L.G.)</b>		
300 - 500	\$ 250	\$ 250
500- 1,000	\$ 500	\$ 500
1,000- 2,000	\$ 1,500	\$ 1,500
2,000- 3,000	\$ 3,500	\$ 3,500
**The deposit fee may be required at the County's discretion to cover the cost of agencies responding to these events for emergency services or enforcement of conditions. The fee is refundable if no emergency response occurs. Otherwise the deposit would be used to cover agency response services based on a hourly rate of the service provider.		

**RECOMMENDATION:**

The Planning and Zoning Division respectfully requests the Board of County Commissioners to hold a second reading, adopt the Ordinance and approve the resolution adopting the fee schedule

Respectfully submitted,



Mike McCallister, Planning Director  
 Planning & Zoning Division  
 Department of Transportation and Development

**ORDINANCE NO. 03-2013**

**An Ordinance Adding Chapter 6.12 – Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency**

WHEREAS, in the past a number of large gatherings have been planned for Clackamas County, generally in summer months; and

WHEREAS, if not regulated these events pose a threat to the surrounding community, their attendees, county resources and infrastructure, and the land; and

WHEREAS, the threat posed by gatherings larger than three hundred people is a matter of county concern and ORS 433.735 through ORS 733.770 specifically empower the county to regulate Outdoor Mass Gatherings and Extended Outdoor Mass Gatherings; and

WHEREAS, the County only has limited authority to regulate events that are not Outdoor Mass Gatherings or Extended Outdoor Mass Gatherings and no formal process for regulating Outdoor Mass Gatherings or Extended Outdoor Mass Gatherings; and

WHEREAS, the Board of County Commissioners directed the Planning Director to prepare an amendment to the Clackamas County Code regulating large gatherings; and

WHEREAS, after consultation with the community and other interested stakeholders, the Planning Director prepared a new chapter addressing these gatherings; and

WHEREAS, because this new chapter is necessary to regulate events likely to occur during the coming summer months, the absence of regulations has created an emergency; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** This ordinance is necessary to meet an emergency.

**Section 2:** Chapter 6.12, shown in Exhibit A and hereto attached, is added to the Clackamas County Code.

**Section 3:** This ordinance shall be effective immediately upon adoption.

ADOPTED this 11<sup>th</sup> day of July, 2013

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## **Chapter 6.12 - OUTDOOR MASS GATHERINGS AND LIMITED GATHERINGS**

### **Subtitles:**

6.12.010	Purpose
6.12.020	Definitions
6.12.030	Permit requirements
6.12.040	Prohibitions
6.12.050	Exemptions
6.12.060	Permit fees
6.12.070	General application requirements
6.12.080	Application submittal deadlines
6.12.090	Notice requirements
6.12.100	Review & appeal procedures
6.12.110	Approval Criteria
6.12.120	Contact, insurance and clean-up requirements
6.12.130	Inspection Requirements
6.12.140	Enforcement

### **6.12.010 Purpose**

The purpose of this chapter is to allow Gatherings while protecting the health, safety and welfare of the surrounding community, participants and organizers of the Gatherings.

### **6.12.020 Definitions**

For the purposes of this title, unless otherwise apparent from the context, certain words and phrases used in this title are defined as follows and where appropriate shall include their plural form:

- A. **ADEQUATE** means that the requirement:
  - 1. accommodates the number of persons reasonably anticipated to attend the Gathering for the duration of the Gathering;
  - 2. meets the standards required for that level of Gathering; and
  - 3. accommodates the location and nature of the Gathering.
- B. **APPLICANT** means a person who seeks a permit authorizing a Gathering.
- C. **COUNTY OFFICIAL** means any employee of Clackamas County, whether elected, employed, or appointed, conducting official business on behalf of Clackamas County.
- D. **EXTENDED OUTDOOR MASS GATHERING (EOMG)** means an actual or reasonably anticipated assembly of more than 3,000 persons, which continues, or can reasonably be expected to continue, for more than 120 hours (more than five days) within any three-month period and any primarily held in open spaces.
- E. **GATHERING** means an Extended Outdoor Mass Gathering, an Outdoor Mass Gathering or a Limited Gathering. The determination of whether a Gathering is an Extended Outdoor Mass Gathering, an Outdoor Mass Gathering, or a Limited Gathering shall be based on the actual or reasonably anticipated number of persons assembled at the event site at any one time including

persons waiting for admission to the event site. The duration shall be based on the earlier of when the first attendee can or is anticipated to arrive at the Gathering and when the last attendee has left the Gathering.

- F. LIMITED GATHERING means a Gathering that does not qualify as an Extended Outdoor Mass Gathering or an Outdoor Mass Gathering and:
  - 1. Is an actual or reasonably anticipated assembly of more than 300 persons which continues or can reasonably be expected to continue for more than twenty-four hours but up to 120 hours (five days); or
  - 2. Is an actual or reasonably anticipated assembly of more than 500 persons which continues or can reasonably be expected to continue for up to 120 hours (five days).
- G. ORGANIZER includes any person who holds, stages, sponsors, promotes, organizes, or advertises a Gathering. Organizer also includes the applicant for a permit under this title, the owner, lessee, possessor, or lessor of the real property upon which the Gathering is to take place and the agent designated to conduct the Gathering.
- H. OUTDOOR MASS GATHERING (OMG) means an actual or reasonably anticipated assembly of more than 3,000 persons, which continues or can reasonably be expected to continue for more than twenty-four consecutive hours but less than 120 hours (five days), within any three-month period and which is held primarily in open spaces and not in any permanent structure.
- I. OWNER includes the owner, lessee, or possessor of the real property upon which the Gathering is to take place.
- J. PERSON, for purposes other than determining attendance at a Gathering, means any individual or group of individuals, corporation, partnership, or organization. For purposes of determining attendance at a Gathering, "person" means an individual regardless of age.
- K. PLANNING COMMISSION means the Clackamas County Planning Commission.
- L. PLANNING DIRECTOR means the director of the Clackamas County Planning and Zoning Division.
- M. PUBLIC HEALTH SERVICES means the Clackamas County Public Health Division employees and representatives thereof.
- N. SHERIFF means the Sheriff of Clackamas County or the Sheriff's designee.
- O. TEMPORARY STRUCTURE includes tents, trailers, portable chemical toilet facilities, stages, concession booths and other similar structures customarily erected or sited for temporary use and removed after a Gathering.

#### **6.12.030 Permit requirements**

- A. A permit is required to hold, conduct, advertise or otherwise promote any Gathering.
- B. Each Gathering shall require a separate permit.

#### **6.12.040 Prohibitions**

- A. A permit issued under this title shall not allow the construction of any permanent structures or allow for any other permanent physical alterations to or on the real property where the Gathering will be held.
- B. Structures or parking associated with the Gathering shall not be located off-site.

#### **6.12.050 Exemptions**

This chapter shall not apply to:

- A. Any normal and customary activity or program that takes place on property lawfully developed with a school, church or other institutional use.
- B. Any Gathering under the auspices of any local, state or federal agency conducted in response to an emergency or to conduct training to meet such emergencies.
- C. Any Gathering in a local, county, or regional park authorized by the regulating authority.
- D. Any Gatherings conducted on federal or state lands that are authorized by the state or federal regulating authority.
- E. Any Gathering approved under the Clackamas County Zoning Development Ordinance except as required for an Extended Outdoor Mass Gathering.
- F. Any Gathering that is allowed as a permitted use in the underlying zoning district.
- G. Any Gathering where the Planning Director, in his or her discretion and in consultation with the Sheriff, County Health Department and other affected agencies, determines that there are no significant health, safety and welfare issues.

#### **6.12.060 Permit fees**

- A. The permit fee for a Gathering shall be set by the Board of County Commissioners.
- B. The permit fee shall be paid by the organizer upon filing the application with the Planning and Zoning Division.
- C. An additional deposit fee may be required for Gatherings to cover the costs of services by the Sheriff, Fire District, Health Department and Oregon Department of Forestry in response to alleged violations of the permit or other violations of the law. If violations do not occur as a result of the event then the deposit is reimbursed to the applicant.
- D. The Planning Director or Board of County Commissioners may reduce or waive fees upon a showing of just cause to do so.

#### **6.12.070 General application requirements**

- A. The following information shall be submitted for all Gatherings on forms provided by the County:
  - 1. Name, address, phone numbers and email of all owners and organizers.
  - 2. The name and contact information for the designated contact person who has decision making authority and will be present at the Gathering site at all times.
  - 3. Map number and address of all the properties proposed for use as part of the Gathering, including any property used for parking, staging of equipment and supplies.
  - 4. Beginning and end dates of the Gathering, including set-up and clean-up days.
  - 5. Hours of operation for the Gathering.
  - 6. The reasonably anticipated total event count, daily attendance, and peak attendance.
  - 7. Description of planned Gathering activities.
  - 8. A detailed site plan map showing the existing and temporary structures, activity areas, stages, driveway access, parking and circulation areas.

9. Information necessary to demonstrate compliance with the applicable approval criteria for the type of proposed Gathering.
  10. Other appropriate information as the county may require to ensure compliance with this chapter.
  11. Application fee.
- B. The application shall be signed by the Applicants and all Owners.

**6.12.080 Application submittal deadlines**

- A. An application for an Extended Outdoor Mass Gathering or Outdoor Mass Gathering shall be submitted no less than 180 days prior to the date of the Gathering.
- B. An application for a Limited Gathering shall be submitted no less than ninety days prior to the Gathering unless a reduced time period is approved by the Planning Director based on the size and characteristics of the Gathering and anticipated time to process the permit.

**6.12.090 Notice requirements**

- A. Written notice of the Gathering shall be sent by mail at least thirty days prior to the public hearing or Planning Director decision to the following parties:
  1. All property owners of record within 500 feet of the subject property and any contiguous properties under the same ownership if the property is located within an urban growth boundary or within 2,000 feet of the subject property and any contiguous properties if the property is located outside an urban growth boundary.
  2. Recognized and active CPO, Hamlet or Village.
  3. Sheriff.
  4. County and State Health Departments.
  5. Local Fire District.
  6. County Department of Transportation and Development, Transportation Division.
  7. Oregon Department of Forestry.
  8. Oregon Liquor Control Commission if alcohol will be served or permitted onsite.
  9. Other affected service districts and agencies which may have jurisdiction over the Gathering, including the water district, sewer district, and the Oregon Department of Transportation.
- B. Notice of Extended Outdoor Mass Gatherings and Outdoor Mass Gathering shall be published in a newspaper of general circulation at least ten days prior to the public hearing.
- C. Notices of the hearings shall contain the following information:
  1. The date, time and place of the hearing, the application file number, and the staff representative and telephone number where additional information may be obtained.
  2. Identification of the organizers and owners, a description of the subject property by tax map designation of the County Assessor, the address of the property if available and approximate location on county roads.
  3. An explanation of the nature of the proposed Gathering which could be authorized by the decision.
  4. A list of the criteria from this code.

5. A statement that interested parties may appear and be heard and that failure to raise an issue by the close of the record at or following the final evidentiary hearing, in person or by letter, or failure to provide sufficient specificity to afford the Planning Commission or Board of County Commissioners an opportunity to respond to an issue may preclude appeal to the circuit court based on that issue.
6. A general explanation of the requirements for submission of testimony and the procedure for conduct of hearings.
7. A statement that the application, all documents and evidence relied upon by the applicant, and the applicable criteria are available for inspection at the Planning and Zoning Division at no cost and copies will be provided at a cost established by the Board of County Commissioners.
8. A statement that at least seven days prior to the hearing a copy of the staff report for the hearing will be available for inspection at the Planning and Zoning Division and copies will be provided at a cost established by the Board of County Commissioners.

**6.12.100 Review and appeal procedures**

- A. A Limited Gathering Permit shall be reviewed by the Planning Director. The Planning Director's decision to grant or deny the permit may be appealed to the Board of County Commissioners by any person. An appeal must be filed within seven days of the Planning Director's final decision. It is the Board of County Commissioner's discretion to hear or not hear the appeal. If the Board of County Commissioners does not hear the appeal, then the Planning Director's decision shall stand.
- B. An Outdoor Mass Gathering Permit shall be reviewed at a public hearing by the Board of County Commissioners.
- C. An Extended Outdoor Mass Gathering Permit shall be reviewed at a public hearing by the Planning Commission. The Planning Commission's decision to grant or deny the permit may be appealed to the Board of County Commissioners by the applicant or any person who attended or testified at the Planning Commission Hearing. The appeal must be filed within seven days of the Planning Commission's final decision. If no appeal is filed, the Board of County Commissioners may review the decision of the Planning Commission at its discretion. The Board of County Commissioners shall have twenty-one days to decide whether to review the decision of the Planning Commission.

**6.12.110 Approval criteria**

- A. Limited Gatherings: At a minimum, the applicant must provide evidence that for the duration of the Limited Gathering, the following agency and departmental standards will be met:
  1. Local and State Fire Districts
    - a. Provision of adequate fire protection, emergency vehicle access, fire fighting water supply, emergency medical personnel and facilities.
    - b. Provision of adequate wildfire protection, smoking areas, firefighting equipment, and supplies.
  2. Sheriff's Department

- a. Provision of adequate and approved security personnel.
  - b. Provision of adequate staff to direct and monitor traffic control.
  - c. Compliance with Chapter 6.05 - Noise Control.
3. County Engineering Division
- a. Provision of adequate traffic safety monitoring staff, driveway access, traffic control plan and setup, drainage and erosion control.
  - b. Provision of adequate off-street parking and circulation.
4. County and State Public Health
- a. Provision of adequate facilities to accommodate sewage disposal such as portable chemical toilet facilities or other approved sources.
  - b. Provision of adequate water supply, food and sanitary food services.
5. County Sustainability Division
- a. Provision of adequate refuse storage and disposal facilities.
6. Oregon Liquor Control Commission (OLCC)
- a. Compliance with the OLCC regulations if alcohol service is proposed.
7. The Planning Director may, in his or her discretion, waive any of the requirements listed in Subtitle 6.12.110(A) if the requirement is not applicable to the nature of or activities associated with the approved Gathering.
- B. Outdoor Mass Gatherings: At a minimum, the applicant must provide evidence that for the duration of the Outdoor Mass Gathering, the standards provided for in OAR, Ch. 333, Div. 39 and the following agency and departmental standards will be met:
1. Local and State Fire Districts
- a. Provision of adequate fire protection, emergency vehicle access, fire fighting water supply, emergency medical personnel and facilities.
  - b. Provision of adequate wildfire protection, smoking areas, firefighting equipment, and supplies.
2. Sheriff's Department
- a. Provision of adequate and approved security personnel.
  - b. Provision of adequate staff to direct and monitor traffic control.
  - c. Compliance with Chapter 6.05 - Noise Control.
3. County Engineering Division
- a. Provision of adequate traffic safety monitoring staff, driveway access, traffic control plan and setup, drainage and erosion control.
  - b. Provision of adequate off-street parking and circulation.
4. County and State Public Health
- a. Provision of adequate facilities to accommodate sewage disposal such as portable chemical toilet facilities or other approved sources.
  - b. Provision of adequate water supply, food and sanitary food services.
5. County Sustainability Division
- a. Provision of adequate refuse storage and disposal facilities.
6. Oregon Liquor Control Commission (OLCC)
- a. Compliance with the OLCC regulations if alcohol service is proposed.
7. The Planning Director may, in his or her discretion, waive any of the requirements listed in subsection 6.12.110(B) if the requirement is not applicable to the nature of or activities associated with the approved Gathering.



- C. Extended Outdoor Mass Gatherings: At a minimum, the applicant must provide evidence that for the duration of the Extended Outdoor Mass Gathering, the standards provided for in OAR Ch. 333, Div. 39 and the following agency and departmental standards will be met:
1. Local and State Fire Districts
    - a. Provision of adequate fire protection, emergency vehicle access, fire fighting water supply, emergency medical personnel and facilities.
    - b. Provision of adequate wildfire protection, smoking areas, firefighting equipment, and supplies.
  2. Sheriff's Department
    - a. Provision of adequate and approved security personnel.
    - b. Provision of adequate staff to direct and monitor traffic control.
    - c. Compliance with Chapter 6.05 - Noise Control.
  3. County Engineering Division
    - a. Provision of adequate traffic safety monitoring staff, driveway access, traffic control plan and setup, drainage and erosion control.
    - b. Provision of adequate off-street parking and circulation.
  4. County and State Public Health
    - a. Provision of adequate facilities to accommodate sewage disposal such as portable chemical toilet facilities or other approved sources.
    - b. Provision of adequate water supply, food and sanitary food services.
  5. County Sustainability Division
    - a. Provision of adequate refuse storage and disposal facilities.
  6. Oregon Liquor Control Commission (OLCC)
    - a. Compliance with the OLCC regulations (if alcohol service is proposed).
  7. The Planning Director may, in his or her discretion, waive any of the requirements listed in Subtitle 6.12.110(C)(1) through (6) if the requirement is not applicable to the nature of or activities associated with the approved Gathering.
  8. Obtain any land use approvals and permits that are required by the Clackamas County Zoning and Development Ordinance.
  9. The proposed use is compatible with existing land uses and does not materially alter the stability of the overall land use pattern of the area.

**6.12.120 Contact, insurance, set-up and clean-up requirements**

- A. Any permit issued pursuant to this chapter shall be kept by the organizer, and a copy shall be posted in a conspicuous place upon the premises of the Gathering site. The posting shall also include a description of the Gathering, date, duration, on-site twenty-four hour contact information for the organizer with the authority to make decisions, and sheriff, fire control, public health, and other appropriate agencies.
- B. At least one onsite organizer shall have twenty-four hour radio frequency access to the Sheriff and all onsite security staff.
- C. Insurance in accordance to the regulations outlined in ORS 433.755(1) may be required for any Gathering. The Planning Director shall consult with the county's Risk Manager to determine the amount and scope of the insurance coverage.
- D. All activities required to prepare the site for the Gathering shall not occur more than 72 hours

prior to the advertised time the Gathering is scheduled to begin. The Planning Director may, upon a showing of necessity, allow preparation to begin more than 72 hours before the advertised time of the Gathering.

- E. All lingering residue, debris, temporary structures or damage to property resulting from the Gathering shall be removed and repaired within seventy-two hours after termination of the Gathering. Prior to the Gathering, the Planning Director may, upon a showing of necessity, allow more than 72 hours to remove any temporary structures.

#### **6.12.130 Inspection requirements**

All approved Gatherings are subject to inspections prior to, during and after the Gathering by a county official and other reviewing public officials and agencies to insure the Gathering is in and maintains compliance with the requirements of section 6.12.110. The organizer and owner shall provide written consent allowing law enforcement, public health, fire control, and other appropriate public officers or officials to come onto the premises of the approved Gathering.

#### **6.12.140 Enforcement**

- A. It is the intention of this chapter to put the burden of preserving order upon the organizer of the Gathering. If a Gathering is not being operated in accordance with the rules and regulations prescribed in this chapter, as set forth in state law, and as provided for in the permit, the organizers and owners shall be subject to revocation of the permit and other sanctions as the law and this title provides.
- B. The organizers shall keep a count of persons and vehicles entering and leaving the Gathering. If at any time during a Gathering held under a valid permit the number of persons or vehicles attending the Gathering exceeds the number of persons or vehicles estimated in the permit application, the Sheriff, or any of his or her deputies, may require the organizer to limit further admissions until a sufficient number of individuals or vehicles have left the site to bring the actual attendance down to the number estimated by the organizer.
- C. The county may bring an action in any court of general or equitable jurisdiction to prevent, restrain or enjoin any violation of this title or ORS 433.745.
- D. For any Gathering held under a valid permit, the Sheriff shall have the authority to order the crowd to disperse and leave the Gathering site if the organizer cannot maintain order and compliance with all applicable state or local laws, or refuses or is unable for any reason to adhere to the terms and conditions of their permit, and the Sheriff determines that there is an immediate threat to public health or safety.
- E. The county may file suit to either compel compliance with, or seek compensation for its own actions related to, the clean-up requirements in subsection 6.12.130(D).
- F. If any organizer violates any provisions of this title or any permit issued hereunder, the Board of County Commissioners or Planning Director may immediately revoke any permit for a Gathering and may seek any legal remedy available.
- G. The county may impose a fine of up to \$10,000 on each organizer and owner for each violation of this title, the terms of their permit, or ORS 433.735.

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

A RESOLUTION OF THE CLACKAMAS  
COUNTY BOARD OF COUNTY  
COMMISSIONERS ADOPTING  
FEES FOR OUTDOOR MASS  
GATHERINGS AND LIMITED  
GATHERINGS



RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners has adopted Chapter 6.12 of the Clackamas County Code requiring organizers of subject gatherings to obtain a permit from the County prior to holding such gathering, and that said permit will require the organizer pay a fee;

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the fees shown on the attachment shall be included in Appendix A of the Clackamas County Code.

Section 3: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 4: Effective Date. The fees authorized by Section 1 of this resolution and shown on the attachment shall become effective immediately upon adoption.

DATED this 11th day of July, 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fee set by ORS	ORS auth. fee	Code auth. fee	FEE AMOUNT FY 2013-2014
<b>DTD - PLANNING – Other Fees</b>					
Extended Outdoor Mass Gatherings (EOMG) - Greater than 3,000	Code §1.01.090			x	\$5,000
Outdoor Mass Gatherings (OMG) - Greater than 3,000	Code §1.01.090			x	\$5,000
Limited Gatherings (LG) - 300-500 - 500-1,000 - 1,000-2,000 - 2,000-3,000	Code §1.01.090			x	\$250 \$750 \$1,500 \$3,500

Attachment to Resolution \_\_\_\_\_

July 11, 2013

Board of Commissioners,  
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites

<b>Purpose/Outcomes</b>	Agreement with Compass Group USA, Inc. d.b.a. Bateman to provide Food Service for five OAA funded meal sites in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$322,839. Funded by Social Services Div. agreement with Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	Federal Older American Act (OAA) - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014
<b>Previous Board Action</b>	
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6233

**BACKGROUND:**

This agreement provides funding for food services through Compass Group USA, Inc.; d.b.a. Bateman, to five Older Americans Act (OAA) funded senior nutrition program meal sites. The sites are located in Estacada, Gladstone, Oregon City, Molalla, and Sandy and provide meals for persons age 60 and over. These meals are served at the above Sites as either the noon meal served at the Senior Center or as Meals on Wheels® delivered by a volunteer. The goal of the program is to help residents meet their nutritional and social needs. This helps them to remain independent and involved in the community as long as possible.


In December 2008, Social Services advertised for a contractor to provide Older American Act funded food services in Clackamas County during Fiscal Year 2009-10, with an option to renew for four additional years. Compass Group USA, Inc.; d.b.a. Bateman was the only responder so an agreement with them was negotiated. This is the final renewal under that RFP

Total amount of the contract is \$322,839 for up to 99,000 meals. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The contract begins July 1, 2013 and continues through June 30, 2014.

**Recommendation**

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

Respectfully submitted,

  
 Cindy Becker  
 Director

For information on this issue or copies of attachments  
 Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
AREA AGENCY ON AGING

And

COMPASS GROUP USA, Inc., dba

BATEMAN

Fiscal Year 2013-2014

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## AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through the Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and Compass Group USA, Inc., dba Bateman, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

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

Food Service - produce and bulk deliver meals to 5 Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science.

A unit is one meal ordered and delivered from the central kitchen.

Scope of Work, Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

B. Services required under the terms of this agreement shall commence July 1, 2013. This agreement shall terminate June 30, 2014. This contract is the result of the formal proposal process conducted December 2008. This is the fourth renewal under this process.

### II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$322,839.

B. Method of Payment. To receive payment, the Agency shall submit monthly billings and accompanying back-up reports by the 10th business day of the month following the billing period, as described in Exhibit 2. The billings and back-up reports will be on forms provided or approved by County. The billings are for:

1. Number of meals ordered by and delivered from kitchen to each of the sites.
2. Consumables or other supplies that meal sites purchase from Agency will be paid for by individual sites.
3. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate

on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

### III. MANNER OF PERFORMANCE

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

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

- B. Special Federal Requirements: Older Americans Act of 1965, as amended in 2006. Common rule restricts lobbying (Volume 56, NO38 of Fed. Register, Feb. 1990).
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County. Agency shall submit copies of final subcontracts to County for approval before disbursing any County funds to subcontractors to provide services under this contract.

Agency may only assign this contract to a parent or affiliated company without prior written approval of County (which shall be attached to the original contract) and subject to such conditions and provisions as County may deem necessary. No such approval by County of any assignment shall be deemed in any event or



in any manner to provide for the incurrence of any obligation of County in addition to the total agreed upon price.

- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.
  
- E. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency 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 attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

#### IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the AGENCY or the AGENCY's employees.
  
- B. Insurance.

- 1. Commercial General Liability

Required by COUNTY                       Not required by COUNTY

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

2. Commercial Automobile Liability

Required by COUNTY                       Not required by COUNTY

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000. The County, at its option, may require a complete copy of the above policy.

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

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

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

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

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

7. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

8. **Primary Coverage Clarification.** Agency's coverage will be primary in the event of a loss that is the obligation of Agency's to indemnify pursuant to this Contract.
  9. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all commercial general liability, professional liability, and errors and omissions policies required by this contract.
- C. **Amendments.** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by County, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
  2. A change in any of the General or Special Provisions.
- D. **Termination.** This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

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

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If Agency fails to provide services or reports as specified by the County in this contract.
5. If Agency fails to comply with any requirements in this contract.

Contract parties hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts or public authorities, or delays or defaults caused by public carriers, which cannot reasonable be forecast or provided against.

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

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

1. Agency shall:

- (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week

when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency, of all sums which Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
  5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
  6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Contract Personnel. Agency shall have, or secure, all personnel required in performing the work and services under this contract. Further, Agency specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.
1. Agency shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to County upon request.
  2. Agency shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated there under.

3. Agency's employees, volunteers or agents performing under this contract are not deemed to be employees of County in any manner whatsoever. Employees of Agency shall not be entitled to any other benefits except those provided by Agency. Agency is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. Agency shall maintain the following minimum standards with regard to wages and benefits for all employees:
  - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.
  - b. Agency shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

#### G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency 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 attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

2. Grievance. Agency shall comply with County Client Grievance Procedure as follows:

Any person with a complaint regarding services delivered under this contract shall report it to the meal site manager who will get full details. The meal site manager shall notify Agency and County of the nature of the complaint. Agency shall either take prompt, appropriate, corrective action or shall promptly provide County with a factual explanation of the situation and potential solutions for resolution. County shall mediate all disputes as

necessary and shall notify the complainant of the response or corrective action resolving the complaint.

3. **Discrimination Prohibited.** It shall be a policy of the Agency that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, creed, color, sex, age, ancestry, national origin, religion or disability. Agency, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973.

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

I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work and Performance Standards and Guidelines
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget and Units of Service
- Exhibit 4 AGENCY Information


V. SIGNATURES

AGENCY

CLACKAMAS COUNTY

Compass Group USA, Inc., dba  
BATEMAN

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

  
\_\_\_\_\_  
By  
Magi Brettler  
Name

Signing on Behalf of the Board

Regional Vice President - Bateman  
Title

\_\_\_\_\_  
Cindy Becker, Director  
Health, Housing, & Human Services

6/21/13  
Date

\_\_\_\_\_  
Date

3110 West Pinhook Rd. #201  
Street Address

Lafayette, LA 70508  
City/Zip

(337) 593-0433      (337) 593-0434  
Phone Number      Fax

56-1874931  
Tax ID Number

61-170-1327  
DUNS Number



**Exhibit 1**  
**Scope of Work and Performance**  
**Standards and Guidelines for Service**

**A. PURPOSE OF THE SERVICES**

The purpose of this contract is the cooperation of both parties in providing the Older Americans Act funded Food Service for people in Clackamas County age 60 and older. The goal in providing these services is to assist with maintaining the above people in their own homes as long as practically possible.

**B. DESCRIPTION OF SERVICES**

FOOD SERVICE - produce and bulk deliver meals to 5 Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. The newer DRIs include Recommended Dietary Allowances (RDA) for older adults.

**C. PERFORMANCE STANDARDS**

**FOOD SERVICES**

Objective: a. To produce and deliver contracted number of meals to specified COUNTY sites throughout the contract period.

**Elements:**

1. Agency submits each month's menu to County by the first day of the preceding month. Menus must meet the following standards:
  - a. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater; and meet the Dietary Guidelines for Americans as issued January, 2010. (Milk is part of Site Management.) The use of computerized nutrient analysis software to assure meals are in compliance with nutritional requirements is strongly encouraged.
  - b. Meals must also meet the State of Oregon, Dept of Humans Services, Office of Aging and People with Disabilities, State Unit on Aging, targeted nutrient values as published in the Oregon Congregate & Home-Delivered Nutrition Program Standards.  
<http://www.oregon.gov/dhs/spwpd/sua/docs/nu-prg-standards.pdf>

- c. The cycle for the cycle menu system must be at least nine weeks long.
- d. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third DRI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the updated 2010 Dietary Guidelines for Americans.
- e. Menus should reflect the tastes and appetites of the current elderly population.
- f. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
  - Butter or Margarine. Each meal shall contain one teaspoon of butter or fortified margarine.
  - Dessert. Dessert may be offered to increase the calorie or other required nutrient content of the meal. If provided, portion should be one-half cup per serving. For cookies, plan two small 2½" diameter or one large 4" diameter cookie. Cake piece should be at least 2" x 2".
  - Condiments and Garnishes. Condiments are to be used to compliment the menu. Such things are: mustard, catsup, salad dressing, lemon, cranberry sauce, tartar sauce, etc.
- g. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- h. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- i. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective: b. To provide Special Diet Meals as ordered by each site.

Elements:

1. Menus shall be planned and meals available for the modified diets listed below:

- a. **Uncalculated Diabetic.** Eliminate items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 40% of the total calories.
- b. **Moderate Sodium Restricted.** Eliminate menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- c. **Low Cholesterol.** Eliminate menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Site Managers are responsible for obtaining a written request for these meals from a participant's physician. Since meal site personnel cannot control what participants eat, all special diets have only moderate modifications. The responsibility to adhere to a special diet is the participant's alone.

Objective: c. To use standardized recipes and portion control.

Elements:

1. Recipes used by AGENCY should be adapted to the requirements of a Title III Senior Nutrition meal.
2. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
3. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
4. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective: d. To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. No home-canned food or raw milk may be used. Donated food that meets the above standards may be used.

Objective: e. To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

1. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months for each production kitchen.

2. A copy of each inspection report is to be kept in a file, along with a written plan (including timelines) of any required corrective action, at the production kitchen, available for COUNTY representative visits.
3. AGENCY must establish and use sanitary procedures for packaging and transporting food from central kitchen to meal sites. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
4. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the AGENCY's files.
5. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective: f. To employ qualified, trained personnel to assure satisfactory performance.

Elements:

1. AGENCY must have at least one employee at each production kitchen that has completed a community college-level food service sanitation course.
2. AGENCY must have a new employee orientation.
3. AGENCY must have a training plan that includes training for employees and supervisory staff.

## **Exhibit 2 Reporting Requirements**

### **A. INVOICES**

Agency shall submit invoices in a format designated or approved by County. These invoices are due by the 10th working day of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices for units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator shall verify that the services purchased have been performed. Invoices may be submitted electronically via e-mail as an attachment.

Agency shall submit a monthly financial summary which will itemize the number of meals bulk delivered to each site from the central kitchen.

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

Agency shall return to the County all funds which were expended in violation of this contract.

### **B. AUDIT/MONITORING**

Agency shall permit authorized representatives of the County and other applicable audit agencies of the state or federal government, to review the records of the Agency in order to satisfy program audit and evaluation purposes deemed necessary by the County and permitted under law.

Agency agrees to participate with the County in any evaluation project or performance report, as designated by the County or applicable state or federal agency, and to make available all information required by any such evaluation process.

### **C. ADMINISTRATION**

The County Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract.

The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 3  
Budget and Units of Service**

A. BUDGET

The County's payment to the Agency will be based on the funding amounts specified and provision of the units of service according to this Exhibit. The per meal rate will be adjusted on a quarterly basis to reflect the projected fiscal year end total meals provided. The projection will be calculated by both the Agency and the County and agreed upon.

The per meal rate will be calculated based on the following numbers

No. of Meals	Rate/Meal	Maximum III-C1 Funds	Maximum III-C2 Funds	Maximum NSIP	Maximum Dollars
84,001 to 87,000	\$ 3.713	\$121,527	\$127,249	\$74,255	\$323,031
87,001 to 90,000	\$ 3.600	\$122,003	\$127,747	\$74,250	\$324,000
90,001 to 93,000	\$ 3.487	\$122,149	\$127,900	\$74,242	\$324,291
93,001 to 96,000	\$ 3.374	\$122,000	\$127,744	\$74,160	\$323,904
96,001 to 99,000	\$ 3.261	\$121,436	\$127,153	\$74,250	\$322,839
99,001 to 102,000	\$ 3.152	\$120,781	\$126,467	\$74,256	\$321,504
102,001 to 105,000	\$ 3.038	\$119,553	\$125,181	\$74,256	\$318,990
105,001 to 108,000	\$ 2.968	\$120,315	\$125,979	\$74,250	\$320,544
108,001 to 111,000	\$ 2.927	\$122,442	\$128,207	\$74,248	\$324,897
111,001 to 114,000	\$ 2.885	\$124,393	\$130,249	\$74,248	\$328,890
114,001 to 117,000	\$ 2.845	\$126,334	\$132,282	\$74,248	\$332,865
117,001 to 120,000	\$ 2.803	\$128,044	\$134,072	\$74,244	\$336,360
121,700 (at the 120,001 + rate.)	\$ 2.761	\$127,872	\$133,893	\$74,249	\$336,014

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA III-C funds contracted. The Agency match will be Regional Director's time in contract coordination. No match is required for NSIP funds.

The match requirement amount will vary based on the total III-C dollars paid out. See table below

Maximum Meals for Rate	III-C Per Meal Rate	Total III-C Dollars	Match Required
87,000	\$2.860	\$248,777	\$27,664
90,000	\$2.775	\$249,750	\$27,772
93,000	\$2.689	\$250,049	\$27,805
96,000	\$2.602	\$249,744	\$27,772
99,000	\$2.511	\$248,589	\$27,643
102,000	\$2.424	\$247,248	\$27,494
105,000	\$2.331	\$244,734	\$27,214
108,000	\$2.281	\$246,294	\$27,388
111,000	\$2.258	\$250,649	\$27,872
114,000	\$2.234	\$254,642	\$28,316
117,000	\$2.210	\$258,617	\$28,758
120,000	\$2.184	\$262,116	\$29,147
121,700	\$2.151	\$261,765	\$29,108

The following is a breakdown of annual meal deliveries for rate calculation for the first quarter of FY13/14:

MEAL SITE	No. MEALS	RATE	TOTAL
ESTACADA	15,000	\$3.261	\$48,915
GLADSTONE	9,800	\$3.261	\$31,958
MOLALLA	16,750	\$3.261	\$54,622
PIONEER	37,000	\$3.261	\$120,657
SANDY	17,500	\$3.261	\$57,068
Totals	96,050		\$313,219

**Exhibit 4  
AGENCY Information**

AGENCY PROFILE

1. AGENCY IDENTIFICATION: Compass Group USA, Inc., by and through its Bateman Division  
Legal Name

2. IRS/STATE NONPROFIT NUMBER: 56-1874931

2400 Yorkmont Drive  
Address

Bateman  
Mailing Address Mailing Zip

3. Authorized Official

Name: Magi Brettler  
Title: Regional Vice Pres. -

Address: 3110 West Pinhook Road  
Suite 201  
Lafayette, LA 70508

Phone: (337) 593-0433

Charlotte NC 28217  
City State Zip

(704) 328-4334  
Phone Number Fax

4. TYPE OF AGENCY: Public - for Profit Corporation

5. TYPE OF PROGRAM: Senior Nutrition Provider

6. AGENCY BOARD OF DIRECTORS:

Tom Ondrof  
Anthony G. Shearer  
Palmer Brown

Frequency of Meetings: Annually

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X		Fire Marshal	X	
Staff Job Descriptions	X		Co. Health	X	
Written Benefits Policies	X		County Zone	N/A	
Affirmative Action Plan	X				
Nondiscrimination Plan	X				
State/Federal Certifications	X				



Current Certificate of Incorporation for the State of Oregon:

Date: January 17, 1995

Last Total Program Audit:

Date: December 31, 2012

Types and Amounts of Insurance Held:

Producer – Willis of North Carolina, Inc.

Companies Affording Coverage: A. National Union Fire Ins. Co. of Pittsburg  
D  B. <sup>AFIZ</sup> National Union Ins. Co. of Pittsburg  
C. ACE American Insurance Co.  
B. *New Hampshire Insurance Co.*

General Liability: General Aggregate \$10,000,000  
Products-Comp/Op Agg. ~~\$1,000,000~~ \$5,000,000  
Personal & Adv. Injury \$1,000,000  
Each Occurrence \$1,000,000

Automobile Liability: Combined Single Limit \$5,000,000

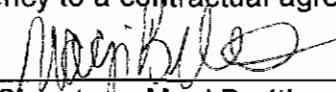
Excess Liability Other than Umbrella - each occurrence \$10,000,000  
aggregate \$10,000,000

Workers Comp and Employers' Liability

Statutory Limits

Each Accident \$2,000,000  
Disease - Policy Limit \$2,000,000  
Disease - Each Employee \$2,000,000

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

  
\_\_\_\_\_  
Signature, Magi Brettler

Regional Vice Pres. - Bateman  
Title

6/21/13  
Date

July 11, 2013

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons in the City of Sandy service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$140,669. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	Federal Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014
<b>Previous Board Action</b>	
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6175

**BACKGROUND:**

This agreement is for the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons living in Sandy. The services provided include lunch served at the Center, home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their community as long as possible.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Sandy/ Sandy Senior and Community Center showed an interest in providing these services in the Sandy area, so an intergovernmental agreement with the City of Sandy/ Sandy Senior and Community Center was negotiated. This is the third renewal under this RFP.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Cindy Becker, Director

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
AREA AGENCY ON AGING

and

CITY OF SANDY  
SANDY SENIOR CENTER

Fiscal Year 2013-2014

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## AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and City of Sandy /Sandy Senior Center, hereinafter called "AGENCY."

### I. SCOPE OF SERVICES

A. Agency agrees to accomplish the following work under this contract for Older American Act (OAA) funded services:

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual.
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - I & A is a service for older individuals that provides current information on opportunities and services available within their communities; assesses the problems and capacities of the individuals; links individuals to the opportunities and services; to the maximum extent feasible, ensures the individual receives the services needed and is aware of the opportunities available by establishing adequate follow-up procedures. A unit of service is one documented contact with an individual.
4. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
5. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Estacada community to enhance visibility and encourage participation. A unit is one meal served.
6. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have

been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.

7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders.(OAA 102(a)(14) (A-B),(H)& (J). A unit is one session per participant.
  8. CAREGIVER RESPITE – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of services.
  9. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by AGENCY staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.
- B. Agency agrees to accomplish the following work under this contract for Ride Connection funded services:
1. Provide rides using Agency vehicles, volunteers and private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.
- D. Services required under the terms of this agreement shall commence July 1, 2013. This agreement shall terminate June 30, 2014.

## II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$13,402 in Older Americans Act III-B funds, \$7,839 in Older Americans Act III-C funds, \$1,412 in Older Americans Act III-D funds, \$5,536 in Older Americans Act III-E funds, \$7,343 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$1,463 in NSIP funds, \$16,838 in STF Out Of District funds, \$778 in Tri-Met funds for waived non-medical transportation match; \$44,826 of Special Transportation Formula funds, \$1,322 of Medicaid funds for Medicaid client non-medical transportation services, \$910 in LIEAP funds, and \$39,000 of Special Transportation Formula Discretionary funds; for a total net compensation of \$140,669.

Agency shall compensate the County \$0.96 for each meal ordered/received; regular or frozen. County will reimburse Agency a maximum rate of \$2.70 for each frozen meal purchased from Bateman.

B. Method of Payment. To receive payment the Agency shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 3.
2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 33.34% for Title III-E (Family Caregiver Support).
3. Agency will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
4. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency.

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

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

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

### III. MANNER OF PERFORMANCE

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

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

- B. Accessibility to Programs, Services and Activities. Agency will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

1. Agency will ensure the following for all programs, services and activities provided through this contract:

- a. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
- b. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
- c. When communicating with individuals make available:
  - 1) Written materials in alternate format,
  - 2) Qualified interpreters or auxiliary aids and services to refer individuals,
  - 3) And access via text telephone (TTY);
- d. When a location for a service, program or activity is not physically accessible Agency will have a plan for making that service, program or activity available at an alternate location, either with Agency or with a sub-contractor;
- e. Display notices in Agency's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
- f. Cooperate with periodic County reviews for compliance with the ADA and Section 504 and follow Agency policy to address complaints and noncompliance.

- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County.

- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments,

and any other charges imposed upon employers shall be the sole responsibility of the Agency.

- E. Special Federal Requirements. Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- F. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency 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 attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.
- G. Criminal Records Checks. Agency will ensure that criminal records checks are conducted and are on file for new employees and volunteers, after July 1, 2007, that meet the regulatory definition of a subject individual (someone who oversees, lives or works closely with, or provides services to vulnerable people) and are:
  - 1. Employees of the Agency;
  - 2. Subcontractors of the Agency (i.e. class instructors);
  - 3. Volunteers for the Agency who are not under "active supervision" (i.e. nutrition program drivers); or
  - 4. Direct care providers of clients for which Agency provides service authorization (i.e. Respite Care providers).

Authorization: OAR 407-007-0210 through 407-007-0370 and ORS 181.534 through 181.537 and DHS Policy 060-010.

County will assist Agency to meet this requirement by processing criminal record checks for Agency's subject individuals if requested.

#### IV. GENERAL CONDITIONS

- A. Indemnity.
  - 1. County - The Agency agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract.
  - 2. Non-Medical rides for Medicaid clients funds – Agency shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses,



damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents.

3. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, Agency shall indemnify, hold harmless, and defend Ride Connection, TriMet its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from Agency's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Agency, its employees, representatives, or subcontractors.
4. Special Transportation Funds – To the fullest extent permitted by law, Provider agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of Provider, its subcontractors, employees or agents under this Agreement.

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

1. General Liability

Required by COUNTY                       Not required by COUNTY

- a. Required by County - Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,066,700 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.
- b. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- c. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,066,700 combined single limit bodily injury and property damage.
- d. Required for Special Transportation Funding – Commercial General Liability Insurance (CGL) with a limit of not less than \$1,066,700 each occurrence.

2. Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

- a. Required for County Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,066,700. The County, at its option, may require a complete copy of the above policy.
- b. Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, of \$500,000 per person, or the equivalent, of not less than \$1,066,700 each accident occurrence for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- c. Required for Ride Connection/Tri-Met Transportation Funding – Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:
  - (1) Bodily injury: \$1,066,700 per person; \$2,000,000 per occurrence; and
  - (2) Property Damage: \$1,066,700 per occurrenceAgency shall pay all deductibles for vehicles.
- d. Required for Special Transportation Funding – Business Auto Liability Insurance with a limit of not less than \$1,066,700 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).

3. Professional Liability

Required by COUNTY       Not required by COUNTY

Agency agrees to furnish the County evidence of professional liability insurance in the amount of not less than \$1,066,700 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provisions

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

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

- b. Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under agreement between the State of Oregon and Clackamas County Social Services.
  - c. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
    - (1) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (2) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
    - (3) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  - d. Required for Special Transportation Funding – the insurance shall:
    - (1) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
    - (2) give Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage.
5. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
6. **Insurance Carrier Rating.** Coverages provided by the Agency must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
7. **Certificates of Insurance.** As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. The certificate will specify that all

insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.
  9. Primary Coverage Clarification. Agency's coverage will be primary in the event of a loss.
  10. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.
- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The County may terminate this contract effective upon delivery of written notice to the Agency, or at such later date as may be established by the County, with no further liability to Agency under any of the following conditions:

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
  2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
  3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
  4. If Agency fails to provide services or reports as specified by the County in this contract.
  5. If Agency fails to comply with any requirements in this contract.
  6. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- F. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI,

Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

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

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

employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

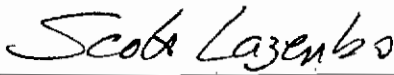
Agency warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Agency must indemnify RIDE CONNECTION for any liability incurred by RIDE CONNECTION as a result of Contractor's breach of the warranty under this Paragraph.

6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Agency shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- G. Future Support. The County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the Agency which result from this contract are the exclusive property of the County.

- I. Integration. This contract contains the entire agreement between the county and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 HIPAA Agreement
- Exhibit 3 Reporting Requirements
- Exhibit 4 Budget and Units of Service
- Exhibit 5 SCP Program Purpose, Service Descriptions
- Exhibit 6 AGENCY Information

SIGNATURES

AGENCY	CLACKAMAS COUNTY
CITY OF SANDY SANDY SENIOR CENTER  	Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith
By Scott Lazenby City Manager  <i>6/25/13</i>	Signing on Behalf of the Board
Date	
38348 Pioneer Blvd Street Address	_____ Cindy Becker, Director
Sandy, OR 97055 City/Zip	Health, Housing, & Human Services
(503) 668-5569 (503) 668-5891 Phone Fax	_____ Date
93-6002250 Tax ID Number	

## EXHIBIT 1

### Scope of Work and Performance Standards and Guidelines for Service

- A. Purpose of the Services
- B. Description of Services
- C. Service Objectives



## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

#### A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's mandated services of meal site management, outreach, assessment, information and assistance, case monitoring, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

#### B. DESCRIPTION OF SERVICES

1. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
  - a) **Access & Assessments:**
    - 1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
    - 2) Utilize an approved County-wide standardized assessment/intake form.
    - 3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
    - 4) May be billed upon submission of assessment/intake form.
  - b) **Service Implementation & Monitoring:**
    - 1) Provide early identification of current or potential problem areas.
    - 2) Assess the need for changes/improvements in service.
    - 3) Identify any gaps/unmet needs.
    - 4) Review intervention results to determine if what was done achieved the desired result.
    - 5) Determine if services should be discontinued.
    - 6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
2. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
  - a) Informal assessment of the client's needs.
  - b) Evaluation of appropriate resources.
  - c) Assistance linking the client to the resources.
  - d) Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.

- e) Follow up with the client or agency to see if the needs were met.
  - f) Tallying the category of need for each inquiry.
  - g) Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
4. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.

a) Sandy Senior Center Transportation Consortium Goals:

- 1) Designate specific fund for replacement vehicles.
- 2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
- 3) Continue regular publicity/marketing efforts regarding transportation program.
- 4) Continue to work on increasing service to under-served areas within service district.
- 5) Explore increased use of volunteer drivers.
- 6) Encourage/educate riders regarding the need for increased donations
- 7) Attend all scheduled Transportation Consortium meetings.

b) Guidelines for Non-Medical Transportation for Waivered Medicaid Clients

- 1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. Agency must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. County will coordinate completion and distribution of forms for Agency and case managers through the Transportation Reaching People (TRP) program.
- 2) Services shall be billed by Agency according to the following rate scale:
 

One person, one-way ride:	\$14.00 per ride
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- 3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- 4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to County, and be available for State and Federal representatives for audit purposes.
- c) Continued Special Transportation Formula Funded Service through Ride Connection – Door-to-door medical transportation primarily to Gresham, East Portland and Clackamas with an occasional trip to the Portland metro area. Rides will be provided under contract with a local cab company in wheelchair accessible van or sedan and by Agency vehicle.
- d) Agency will be responsible for:
  - 1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer/paid drivers to provide services.
  - 2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
  - 3) submission of criminal record check requests to designated Social Services staff on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
  - 4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
5. MEAL SITE MANAGEMENT - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Sandy community to enhance visibility and encourage participation
6. PHYSICAL ACTIVITY AND FALLS PREVENTION – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations.
7. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.
8. CAREGIVER RESPITE – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or

other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

9. Low Income Energy Assistance Program (LIEAP) Intakes – A service provided by AGENCY staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline

### C. SERVICE OBJECTIVES

#### 1. Case Management

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- 2) Agency CSC completes assessment on a County approved assessment/intake form.
- 3) Agency CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- 4) Agency CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- 5) Agency CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- 6) Agency CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- 7) Agency CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- 8) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 9) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

## 2. Reassurance

Objective a.: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- 2) Agency CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- 3) Agency CSC keeps all client information in a secured area, accessible to only authorized personnel.

## 3. Information and Assistance - COUNTY Responsibilities

Objective a.: To provide participating Agency with training, technical assistance, resource development, networking and information sharing.

Elements:

- 1) County will provide orientation on County's I&R program to Agency I&A staff.
- 2) County will notify Agency's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by Agency.

## 4. Information and Assistance - Agency Responsibilities

Objective a.: Have a system in place which enables Agency to provide referral services to link people with needs to the appropriate resources.

Elements:

- 1) Agency will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the Agency as an I & A Specialist.
- 2) Agency will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in Agency's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- 3) Agency's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend 4 CSC meetings.
- 4) Agency's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to Agency programs, and notify County's I&R program of any significant changes in local community resources.
- 5) Agency I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

## 5. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

### Elements:

- 1) Agency designates one person to be coordinator for the transportation program. This person will be responsible for:
  - a) Recruiting drivers.
  - b) Submitting criminal checks
  - c) Ensuring all drivers meet Ride Connection training requirements
  - d) Scheduling road tests for all drivers.
  - e) Conducting periodic/seasonal driver safety training.
  - f) Providing a copy of written procedures for transportation services to each driver.
  - g) Scheduling vehicle maintenance.
  - h) Maintain daily Pre- and Post- trip Reports
- 2) Agency provides transportation as scheduled each day.
- 3) Agency maintains system to document each trip of each day
- 4) Agency drivers complete safety checklist prior to the first run of each day.

## 6. Meal Site Management

Objective a.: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

### Elements:

- 1) Procurement of milk is part of site management.
- 2) Packaging of home delivered meals is part of site management.

Objective b.: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective c.: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

### Elements:

- 1) Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- 2) Persons with social need are those persons who have at least two of the following characteristics:
  - a) be 75 years or older
  - b) live alone
  - c) have a physical or mental impairment which prevents proper functioning within society

- d) be of a minority group
- e) have no significant other(s)

Objective d.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- 1) Agency plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- 2) Agency provides opportunities to promote personal growth and self image.
- 3) Agency provides opportunities for a variety of types and levels of involvement.
  - a) Small and large group activities
  - b) Active and spectator participation
  - c) Participation with the general community and other generations.
- 4) Agency plans activities which are flexible and responsive to change in:
  - a) Individual participant needs and interests.
  - b) Characteristics of the service area's older population.
  - c) Other programs in the relevant service area.

Objective e.: To inform the community about the meal site program.

Elements:

- 1) Agency publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- 2) Agency ensures Center is identified by an easily visible sign at its entrance.
- 3) Agency posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- 4) Agency mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective f.: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- 1) Agency identifies needs and concerns specific to the Center and service area participants.
- 2) Agency incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- 3) Agency conducts program participant satisfaction survey at least once per year.
- 4) Agency food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective g.: To collect, account for and report program income (participant donations).

Elements:

- 1) Agency provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- 2) Agency sets up container for donations at meal site which ensures and protects the privacy of the participants.
- 3) Agency has system set up at site to collect full meal price from persons not eligible for services.
- 4) Agency posts:
  - a) full cost of the meal, and
  - b) a notice describing the donation and payment policies.
- 5) Agency may post suggested donation information if it is clear that:
  - a) every donation from an eligible participant is on a "pay what you can afford" basis, and
  - b) no means test is used in the collection of contributions or provision of the meal.

#### 7. Physical Activity/Falls Prevention

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency schedules physical activity classes that include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls regularly at the center.
- 2) Agency registers participants for activities, obtaining a waiver to injury for each participant.
- 3) Agency has physical condition of clients assessed before setting up plan for workouts with equipment.

#### 8. Preventive Screening, Counseling, and Referrals

Objective a.: To provide contracted units of service throughout the contract period.

Elements:

- 1) Agency contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- 2) Agency contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- 3) Agency schedules and advertises programs.
- 4) Agency registers participants for activities, if necessary.
- 5) Agency has staff and/or trained volunteers available on site to coordinate the programs.



- 6) Where appropriate, Agency keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

#### 9. Caregiver Respite

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- 1) Agency Respite Program Coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- 2) Agency RPC registers clients in program.
- 3) Agency staff, led by an RN, provide weekly activity program for respite clients.

#### 10. Low Income Energy Assistance Program (LIEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- a) Agency Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- b) Agency CSC ensures that the application form is completed per program requirements.

## EXHIBIT 2

### Health Insurance Portability and Accountability Act (HIPAA) Agreement

The Health Insurance Portability and Accountability Act (HIPAA) is the first comprehensive federal protection of individual privacy. The U.S. Congress passed the act in 1996. It also sets national standards to protect personal health information, reduces health care fraud and waste through standardized electronic transactions and codes, and makes health coverage more portable. The implementation deadlines for Oregon Department of Human Services (DHS) are – privacy compliance: April 14, 2003; transaction and code sets compliance: Oct. 16, 2003.

Health information as defined by HIPAA and DHS privacy policies is much broader than medical. It includes all aspects of physical and mental health information, alcohol & drug, vocational rehabilitation, counseling, etc. HIPAA Federal Reg. 42, CRF 160.103 defines health information as: "any information whether oral or recorded, in any form or medium, that relates to the past, present or future physical or mental health condition of an 'individual.'"

Agency agrees to deliver the services in the contract, funded in whole or in part by this contract, in compliance with HIPAA.

Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and County for purposes directly related to the provision of services to Clients which are funded in whole or in part under this contract. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Social Services Privacy Rules.

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

The addition of HIPAA agreement language to the contract between The City of Sandy/Sandy Senior Center and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

#### **RECITALS**

The HIPAA Privacy Rule, set forth at Title 45, parts 160 and 164 of the Code of Federal Regulations (CFR) requires a business associate to enter into a contract containing specific provisions intended to preserve the confidentiality of protected health information (PHI) obtained by the business associate in the course of its relationship with a covered entity prior to any disclosure of PHI by the covered entity to the business associate. Clackamas County is a covered entity under the HIPAA Privacy Rule and Agency is a business associate.

County and Agency desire to enter into an agreement that meets the requirements of the HIPAA Privacy Rule and that will permit the Agency to have access to, create or receive certain Protected Health Information from County in conjunction with the services being provided by Agency under the service contract.

#### **ARTICLE 1 Terms**

- 1.1 Terms used in this Agreement that are terms defined by the HIPAA Privacy Rule, 45 CFR parts 160 and 164, have the same meaning as set forth in those regulations.
- a. BUSINESS ASSOCIATE as defined in 45 CFR §160.103 shall mean City of Sandy/Sandy Senior Center [AGENCY].
  - b. COVERED ENTITY as defined in 45 CFR §160.103, shall mean COUNTY.
  - c. DATA AGGREGATION shall have the same meaning as the term used in 45 CFR §164.501.
  - d. DESIGNATED RECORD SET shall have the same meaning as the term used in 45 CFR §164.501.
  - e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "Individual" as defined in 45 CFR §164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR §164.502(g).
  - f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
  - g. PROTECTED HEALTH INFORMATION shall have the same meaning as the term in 45 CFR §164.501, limited to information created or received by a Business Associate from or on behalf of a Covered Entity.
  - h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR §164.501.

**ARTICLE 2**  
**Obligation and Activities of Contractor**

- 2.1 Agency shall not receive, use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- 2.2 Agency shall receive, use or disclose only the minimum necessary Protected Health Information required to fulfill its obligations to COUNTY or as otherwise imposed by law.
- 2.3 Agency shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information in any manner that is not permitted by this Agreement.
- 2.4 Agency shall mitigate, to the extent practicable, any harmful effect that is known to Agency of a use or disclosure of Protected Health Information in violation of the requirements of this Agreement.

- 2.5 Agency shall report to County in writing any use or disclosure of Protected Health Information that is not authorized by the Agreement. Such written notice will be provided to County within seven (7) days of Agency becoming aware of such unauthorized use or disclosure.
- 2.6 Agency will ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created by or received by Agency on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Agency with respect to such information. Agency shall terminate any agreement with an agent or subcontractor who fails to abide by such restrictions and obligations. Prior to making any permitted disclosure Agency will obtain reasonable assurances from an agent or subcontractor that such Protected Health Information will be held confidential as provided by this Agreement and only disclosed as required by law, or for the purpose for which it was disclosed by Agency to the agent or subcontractor, and that any breaches of confidentiality of the Protected Health Information that becomes known to such agent or subcontractor will be immediately reported to Agency.
- 2.7 Agency shall make Protected Health Information in Designated Record Sets that are maintained by the Agency available to County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.524.
- 2.8 Agency shall make such Protected Health Information available to County for amendment and shall incorporate any such amendment to enable County to meet its obligations under the HIPAA Privacy Rule, 45 CFR § 164.526.
- 2.9 Agency shall make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created by or received by Agency on behalf of County available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining County's compliance with the HIPAA Privacy Rule.
- 2.10 Agency shall make available to County the information required to provide an accounting of disclosures to enable County to fulfill its obligations under, 45 CFR §164.528. Agency shall provide the accounting to County, or to an Individual as directed by the County, within five (5) business days of County's request. Agency, however, is not required to provide an accounting of disclosures made (i) to carry out treatment, payment or health care operations; (ii) to Individuals of their own Protected Health Information; (iii) to persons involved in the Individual's care (iv) for national security or intelligence purposes as set forth in 45 CFR §164.512(k)(2); (v) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5); or (vi) prior to April 14, 2003.

At a minimum, Agency shall record and provide County, or an Individual as directed by County, with an accounting of the following information: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Health Information and, if known, the address of the entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the Individual of the basis for the disclosure.

- 2.11 Except as otherwise limited in this Agreement, Agency may use Protected Health Information for the proper management and administration of the Agency or to carry out the legal responsibilities of the Agency.
- 2.12 Except as otherwise limited in this Agreement, Agency may use Protected Health Information to provide Data Aggregation services to County as permitted by 45 CFR § 164.504(e)(2)(i)(B). Agency may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

### **ARTICLE 3** **Obligations of County**

- 3.1 County will provide Agency with its Notice of Privacy Practices issued in accordance with 45 CFR §164.520, as well as any changes made to that notice.
- 3.2 County will provide Agency with notice of any restrictions to, changes to, revocation of, or permission by Individual to use or disclose Protected Health Information if such information affects Agency's permitted uses or disclosures, within a reasonable period of time after County becomes aware of such information in accordance with 45 CFR § 164.522.
- 3.3 County represents that it has the right and authority to disclose Protected Health Information to Agency for Agency to perform its obligations under the service contract and that County's disclosure does not violate the HIPAA Privacy Rule, County's Notice of Privacy Practices or any applicable law. County will not request Agency to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA Privacy regulations if done by County.
- 3.4 County acknowledges that it shall provide to, or request from, Agency only the minimum Protected Health Information necessary for Agency to perform its obligations under this Agreement and the service contract.

### **ARTICLE 4** **Term and Termination**

- 4.1 This Agreement will be effective as of the date the services contract between the parties is executed, and will terminate when the services contract terminates unless sooner terminated by the provisions of this Agreement.
- 4.2 A material breach by Agency, of any provision of this Agreement, shall provide grounds for termination of the Agreement and the services contract at the sole discretion of County.
- 4.3 If County learns of an activity or practice of Agency that constitutes a material breach or violation of the Agency's obligations under this Agreement and does not terminate this Agreement, then County may insist that Agency cure such breach or end such violation, as applicable. If Agency does not cure or cease the violation, County shall either: (i) terminate this Agreement and the services contract if, in County's sole discretion, it is feasible, or (ii) report Agency's breach or violation to the Secretary of the U.S. Department of Health and Human Services if such termination is not feasible.

- 4.4 If the County determines that it is not feasible to terminate this Agreement and the services contract, then Agency and its agents and subcontractors shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Agency and its agents or subcontractors maintain such Protected Health Information.
- 4.5 Upon termination of this Agreement for any reason, Agency shall return or destroy all Protected Health Information that Agency and its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Health Information unless not feasible.

**ARTICLE 5**  
**Miscellaneous**

- 5.1 A reference in this Agreement to a section in the HIPAA Privacy Rule means that section in effect or as amended.
- 5.2 Agency shall indemnify, hold harmless and defend County, its officers, commissioners and employees from and against any and all claims, losses, liabilities, costs and other expenses, including attorney fees and interest, incurred as a result of, or arising directly or indirectly out of or in connection with any violations of the responsibilities of Agency imposed by this Agreement or by HIPAA Privacy regulations, that are caused by the fault, inattention, inadvertence or neglect of CONTRACTOR.
- 5.3 This Agreement will be interpreted and enforced according to the laws of the State of Oregon, without regard to its conflict of law principles. Any proceeding that is brought to enforce any provision of this Agreement, or to seek damages or injunctive relief for its breach, will be filed and heard in a court of competent jurisdiction in Clackamas County, Oregon.
- 5.4 Neither party may assign the rights, or delegate its duties under this Agreement without the express written consent of the other party.
- 5.5 Nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person other than County and Agency and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 5.6 If any modification to this Agreement is required by law in order for this Agreement to be in conformity with federal or state law, or if County reasonably concludes that an amendment to this Agreement is required because of a change in federal or state law, County will notify Agency of such proposed modification(s). The modification(s) shall be deemed accepted by Agency and this Agreement so amended, if Agency does not, within thirty (30) calendar days following the date of the notice, deliver to County its written rejection to the proposed modifications. In the event that Agency submits a written rejection to the proposed modification(s) County may terminate this Agreement and the service contract upon thirty (30) days written notice.
- 5.7 Any ambiguity in this Agreement relating to the use and disclosure of Protected Health Information shall be resolved in favor of a meaning that furthers the parties' obligations

to protect the privacy of Protected Health Information in accordance with the HIPAA Privacy Rule.

- 5.8 All notices which are required or permitted to be given under this Agreement will be in writing and will be sufficient in all respects if delivered personally, by electronic facsimile or email (with a confirmation by registered or certified mail, mailed no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below. Notice will be deemed to have been given upon its transmittal as to communications which are personally delivered or transmitted by electronic facsimile or email and, as to communications made by United States mail, on the third (3<sup>rd</sup>) day after mailing.

If to COUNTY:

Social Services Division, ADS  
PO Box 2950  
Oregon City, OR 97045

Attention: Stefanie Danielson, ADS Contracts  
Facsimile No.: (503) 655-8889  
Email: stefanierei@co.clackamas.or.us

If to CONTRACTOR:

City of Sandy/Sandy Senior and Community Center  
38348 Pioneer Blvd.  
Sandy, OR 97055

Attention: Nancy Enabnit, Manager  
Facsimile No.: (503) 668-5891  
Email: nenabnit@ci.sandy.or.us

- 5.9 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 5.10 The respective obligations of each party under Article 4 of this Agreement shall survive the termination of the Agreement.

EXHIBIT 3

Reporting Requirements

- A. Invoices
- B. Program Activity Reports
- C. Audit/Monitoring
- D. Administration



Exhibit 3  
Reporting Requirements

A. INVOICES

Agency shall submit invoices in a format designated or approved by County. Invoices are due by the 10th of the subsequent month. The County shall make payment to Agency within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the Agency's name and address and be signed by an authorized representative of Agency. The authorized signator of the invoice shall verify that the services purchased have been performed.

Agency shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

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

Agency shall return to the County all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

The Agency shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 5. The format of these reports shall be designated or approved by the County, and contain the following:

1. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal too or greater than units of service billed for.
2. Transportation Report forms A, B, and C
3. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client and ride type.
4. Meal data including:
  - a) Numbers of meals served, by participant type and meal category

- b) Amount of client donations by meal category
- c) Meals Ordered/Delivered by Food Service Vendor
- d) Copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

#### C. AUDIT/MONITORING

Agency shall permit authorized representatives of the County and other applicable audit agencies of the state or federal government, to review the records of the Agency in order to satisfy program audit and evaluation purposes deemed necessary by the County and permitted under law.

Agency agrees to participate with the County in any evaluation project or performance report, as designated by the County or applicable state or federal agency, and to make available all information required by any such evaluation process.

#### D. ADMINISTRATION

The County Project Manager shall be the Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The Agency shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

EXHIBIT 4

Budget

- A. Budget
  - 1. Unit Cost Schedule
  - 2. Estimated Revenue
- B. Units of Service

Exhibit 4  
Budget and Units of Service

A. BUDGET

The County's payment to the Agency will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: Agency acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D or III-E contribution.

\$.96 of program income collected per meal ordered will contribute to reimbursement rate for each meal delivered by County meal provider to the Sandy Senior Meal Site. The total of the number of meals ordered times \$.96 will be deducted from the amount requested from the County on the quarterly reimbursement request. Program income above the \$.96 per meal will be retained by the Agency and be used for meal site management activities.

Agency may not transfer funds from one service category to another without written approval from the County.

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B, III-C and III-D funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

Match for Ride Connections Vehicle Maintenance program is 10.27%.

Agency match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for eligible Medicaid clients at the state approved per meal rate. Since the cost of the food portion of all meals (a maximum of \$3.227 per meal supplied by Bateman Senior Meals) is paid for by the County from OAA and NSIP funds, Agency will deduct an amount equal to the meal cost multiplied by the number of Medicaid Home Delivered Meals served, from total reimbursement request to County.

1. UNIT COST SCHEDULE  
**CITY OF SANDY - SENIOR CENTER**  
 Fiscal Year 2013-14

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	LIEAP Funds (5)	NSIP Funds (6)	OAA Match (7)	STF Funds (8)	MEDICAID Funds (9)	Program Income (12)	NO. OF UNITS (13)	TOTAL COST (14)	REIMBURSE- MENT RATE (15)
Case Management	\$3,295						\$366				92 hrs	\$3,661	\$35.81
Reassurance	\$1,434						\$159				55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381				188	\$3,810	\$18.27
Transportation OAA	\$5,244						\$583			\$1,000	1,311	\$6,827	\$4.00
Prevention			\$756				\$0				38	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656				\$0				16	\$656	\$40.00
Family Crgr. Respite				\$5,536			\$1,384			\$2,000	175	\$8,920	\$31.70
Trans - Ride Con. Out of Dist								\$16,838		\$600	2,105	\$17,438	\$8.00
Transportation - Special Needs								\$44,826			1,030	\$44,826	\$43.52
Transport - T19 Non-Med.								\$778	\$1,322		150	\$2,100	\$14.00
Food Service - Frozen HDM		\$5,460				\$2,100	\$607				2,800	\$8,167	\$2.700
OAA Meal Site Management		\$3,698					\$411			\$12,240	12,750	\$16,349	\$1.25
Medicaid Meals - SDSA		(\$1,318)				(\$638)	(\$147)		\$8,109	(\$765)	850	\$5,242	\$6.34
LIEAP Intakes					\$910						140	\$910	\$6.50
City of Boring Transportation								\$39,000			1,000	\$39,000	N/A
<b>TOTALS</b>	<b>\$13,402</b>	<b>\$7,839</b>	<b>\$1,412</b>	<b>\$5,536</b>	<b>\$910</b>	<b>\$1,463</b>	<b>\$3,746</b>	<b>\$101,442</b>	<b>\$9,431</b>	<b>\$15,075</b>	<b>\$22,608</b>	<b>\$160,255</b>	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

Source of OAA Match - City of Sandy, additional support staff and volunteers

Program Income - Client Donations from respite, senior nutrition, and transportation programs

Contract Amount:           \$140,669          

35

## 2. ESTIMATED REVENUE

SOURCE	DESCRIPTION	AMOUNT
Clackamas Co. SSD	OAA Title III B	\$13,402
Clackamas Co. SSD	OAA Title III C	7,839
Clackamas Co. SSD	OAA Title III D	1,412
Clackamas Co. SSD	OAA Title III E	5,536
Clackamas Co. SSD	NSIP Funds	1,463
Clackamas Co. SSD	LIEAP Funds	910
City of Sandy	OAA Match	3,746
Program Income	Meal Participants Donations	11,474
Program Income	Transportation Donations	1,600
Program Income	Client Donations – Respite	2,000
Federal Government	Medicaid Client HDMs	8,109
Federal Government	Non-Medical Medicaid Transp. Funds	1,322
Ride Connection/STF	Out of District Rides	16,838
Tri-Met/STF	Match for Non-Medical T 19 client rides	778
State of Oregon/Ride Con.	Special Transport Formula Funds	44,826
State of Oregon/Ride Con.	STF Discretionary Funds	39,000
	<b>TOTAL</b>	<b>\$160,255</b>

## B. UNITS OF SERVICE

Agency or County may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between Agency and County and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the Agency and the County.

### Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management	92 hrs	1 hour of service	65
Reassurance	55	1 Client Contact	40
Information and Assistance	188	1 response to inquiry and follow up	60
Transportation (OAA)	1,311	1 one-way ride	100
Physical Activity/Falls Prevention	38	1 class session	20
Preventative Screening, Counseling and Referral	16	1 program/activity	NA
Respite Program	175 hrs	1 hour of services	25
Transportation (Medicaid non-medical)	150	1 one-way ride	10
Transportation (STF Out of District)	2,105	1 one-way ride	150
Transportation (STF Expanded)	1,030	1 one-way ride	40
Transportation (Boring Lifeline)	1,000	1 one-way ride	40
Meal Site Management (OAA)	12,750	1 meal delivered/served	175
Medicaid Home Delivered Meals	850	1 meal delivered/served	7
LIEAP Applications	140	1 Completed Application	140

EXHIBIT 5

Senior Companion Program

Scope of Work and Performance Standards  
and Guidelines for Service



~ BASIC PROVISIONS ~

Both Parties agree to:

Designate and keep current a representative to serve as liaison to the other party

- a. SCP designates: Eileen Collins Title: SCP Director  
Phone: 503-655-8604 E-mail: ecollins2@co.clackamas.or.us
- b. Station designates: Cami Henderson Title: Client Service Coordinator  
Phone: 503-668-5569 E-mail: chenderson@cityofsandy.com

A. The Clackamas County Senior Companion Program (COUNTY-SCP) will, as sponsored by Clackamas County Social Services and under the oversight of the Corporation for National Service:

- 1. Recruit, interview, screen, select, and enroll volunteers in the program. The volunteers will meet the Corporation criteria for enrollment in the program.
- 2. Provide accident and liability insurance coverage as required by the program.
- 3. Be responsible for the management and fiscal control of the program.
- 4. Provide orientation to volunteers and provide inservice training on an on-going basis, including Confidentiality Training.
- 5. Provide orientation to Volunteer Station staff.
- 6. Permit and encourage the Volunteer Station to screen Senior Companions pursuant to established criteria of Volunteer Station.

B. The City of Sandy/Sandy Senior & Community Center (VOLUNTEER STATION) will:

- 1. Designate a coordinator to serve as liason with the SCP staff.
- 2. Provide Supervision of volunteers on assignment in coordinator with the SCP staff.
- 3. Provide Senior Companions with assignments which utilize their skills and training.
- 4. Assist SCP in the coordination of volunteer assignment, orientation, in-service instruction and other project-related activities.
- 5. Have the right to request the SCP reassign a volunteer.
- 6. Provide for adequate health and safety protection of volunteers. Investigate incidents, accidents, and injuries involving volunteers and notify the SCP on a timely basis.
- 7. Submit required paperwork to the SCP on a timely basis as requested
- 8. Collect and validate appropriate volunteer reports for submission to the SCP.
- 9. In consultation with the SCP, make investigations and reports regarding accidents and injuries involving volunteers.
- 10. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.

11. Obtain a written CarePlan/Letter of Agreement prior to assignment of Senior Companions in homes of clients served, specifying volunteer activities to be performed. CarePlan/This Letter of Agreement will be signed by the volunteer station and person to be served in the home or his/her legal representatives.
12. Ensure Senior Companions serve in a volunteer capacity. The Station will verify the Senior Companions will not: displace nor replace paid or contracted employees, relieve staff of their routine duties.
13. Maintain the programs and activities to which Senior Companion volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
14. Provide cash/in-kind contribution(s) in support of the project -- (Donor verifies funds are not from other federal sources unless authorized under law.)

~ ADDITIONAL PROVISIONS ~

1. Inclusivity: Station will not discriminate against SCP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: Station will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: SCP volunteers will participate in (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.

Removal or Separation: The Station may request the removal of an SCP volunteer at any time. A volunteer may withdraw from service at the Station or from SCP at any time. Discussion of individual separations will occur between SCP staff, Station staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by an SCP volunteer or Station at any time.

AGENCY PROFILE

1. AGENCY IDENTIFICATION:

City of Sandy Senior Center  
Legal Name

38348 Pioneer Boulevard  
Mailing Address

Sandy, OR 97055  
City Zip

(503) 668-5569; 668-5891  
Phone Number; Fax #

e-mail: nenabnit@ci.sandy.or.us

2. IRS/STATE NONPROFIT NUMBER:

93-600-2250

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Scott Lazenby  
Title: City Manager

Address: 39250 Pioneer Blvd.  
Sandy, OR 97055

Phone: 503-668-5533

4. TYPE OF AGENCY: Public

5. TYPE OF PROGRAM: Social Services

6. AGENCY BOARD (LIST MEMBERS):

CITY OF SANDY COMMON COUNCIL

Bill King, Carl Exner, Olga Gerberg,  
Jeremy Pietzold, Lois Coleman, Brian  
Adams, Grant Baker

Frequency of Meetings:  
Twice Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>		<u>YES</u>	<u>NO</u>
Written Personnel Policies	X		Approved Usage Certificate	X	
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Current Articles of Incorporation:

Date: 1911

Last Total Agency Audit:

Date: December 12, 2012

Types and Amounts of Insurance Held: Commercial General Liability - \$3,000,000 per occurrence, \$9,000,000 aggregate; Commercial Automobile Liability Insurance - \$3,000,000 combined single limit

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

Scott Lazenby

Signature, Scott Lazenby

City Manager

Title

6/25/13

Date

## ATTACHMENT A

### I. Response Section - Limit your response to the space provided.

#### 1. Describe your grievance procedure for clients and how CCSS will fit into the process:

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director, City Manager, and City Council, in that order. The City Council's decision is binding. All complaints relating to Aging and Disability Services contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

### SANDY SENIOR CENTER PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

#### INFORMAL PROCEDURE

When staff\* or volunteers receive a complaint they should:

a. Make sure that complainants talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

\* If the complainant chooses to go first to the Assistant to the City manager, the City Manager, or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Assistant to the City Manager, the City Manager, or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process. In addition to verbal and written complaints, the City offers an on-line complaint initiation process which is directly forwarded to the staff person who is responsible for resolution of the concern.

b. When staff receive a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:

- treat the complaint seriously;
- ask the complainants what action they expect to be taken;
- involve complainants in the process of devising a solution, if feasible;
- inform complainants of what action will be taken, or why no action is necessary.

c. If complainants still are not satisfied, they should be referred to the Center Director. The Center Director should be advised of this referral. This will allow the Center Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Sandy Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

d. If complainants still are not satisfied, the Formal Procedure will be initiated.

#### FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Assistant to the City Manager. The Assistant to the City Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Assistant to the City Manager. The Assistant to the City Manager will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Assistant to the City Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Senior Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within ten (10) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority, rural residents age 60 and older:

Traditionally, Sandy Senior Center clients have not been denied outreach, case monitoring, or information and assistance services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the social services program.

3. Describe your agency's operating procedures (use space provided only):

a. Hours of Operation: From 8:30 a.m. To 5:00 p.m.

Total hours per day: 8.5 hrs

Total hours per week: 42.5 hrs

b. Official Closures:

New Year's Day, January 1  
Martin Luther King, Jr. Day - 3rd Monday in January  
President's Day, third Monday in February  
Memorial Day, last Monday in May  
Independence Day, Fourth of July  
Labor Day, first Monday in September  
Veterans' Day, November 11  
Thanksgiving, fourth Thursday in November & the following day  
Christmas, December 25

4. Please describe the boundaries of the area for which you propose to provide services.

The Sandy Senior Center provides services to seniors residing in the Oregon Trail School District, exclusive of the Hoodland area. The boundary between the Hoodland and Sandy districts is represented by Alder Creek. The Center informally extends certain services such as Meals-On-Wheels and medical transportation to currently unserved areas of Clackamas County.

5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

Director (0.125 FTE)

Social Svcs Coordinator (1.0 FTE)	Clerical Assistant (.5 FTE)	Volunteer Assistants (1.0 FTE)	Senior Companions (.5 FTE)	Driver/ Custodian (.25 FTE)
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6. Describe your methods for providing information about services.

A variety of means are utilized to disseminate public information about service center staff and volunteers provide. Articles are published monthly in the Sandy Senior Scene highlighting center services, activities, and special programs. Other media opportunities include the weekly Sandy Post and monthly City water bill newsletter. Presentations concerning senior issues and center programs are also made before community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Sandy Senior Center Advisory Committee from churches and other organizations also represent an important source of community networking and information sharing. The City maintains a web site and cable television channel 7 which also advertise center information.

7. List the services you will be providing and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake procedures, and description of record keeping procedures).

The Sandy Senior Center will provide Assessment, Case Monitoring, Transportation and Information and Assistance services under the terms of the contract. Staff involved in the delivery of services will include the Director (.125 FTE), social services coordinator (1.0 FTE), Clerical Assistant (.25 FTE), Driver/Custodian (.25 FTE), and a minimum of 10

volunteer assistants equaling one full-time position. All staff and volunteers shall participate in providing information and referral services. Only staff members will be involved in the I&A documentation and record keeping process. Clackamas County Community Action Agency I&A tallying forms will be utilized.

The Center's Social Services Coordinator will act as the primary coordinator of Assessment and Case Monitoring services. Efforts will be placed on identifying isolated and frail seniors as part of the initial outreach process. Each client shall receive an initial visit, if possible in the home, to assess needs and to develop a case plan.

Implementation of the case plan may include any use of volunteers to provide such on-going services as medical and shopping escort, congregate or home delivered meals, friendly visiting, filing medical insurance claims, and other support services. During the intake procedure clients are informed of services available and the Center's confidentiality policy; and participate in the development of a goal-oriented case plan. Following the implementation of the case plan, the client is monitored by the senior companions and other trained center volunteers working closely with staff. All initial and follow-up contacts completed in person or by phone shall be documented as part of client records, and maintained in a locked file.

Center staff shall also network with community gatekeepers to insure the effectiveness of the Assessment and Case Monitoring programs.

8. Briefly, describe your methods for providing legal services.

Three (3) volunteer attorneys participate in monthly law projects held at the Sandy Senior Center. Clients with legal concerns are screened in advance and referred to the program as appropriate. Low-income clients may be eligible for follow-up services on a pro bono basis after the initial 30 minute interview.



## **II. Guidelines for Inclusion in Clackamas County Senior Center Activities**

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

### **Transportation**

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

### **Nutrition**

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

### **Emergency Care**

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

July 11, 2013

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) Renewal with the State of Oregon Department of Human Services for Job Opportunities and Basic Skills for clients receiving Temporary Assistance to Needy Families (TANF)

<b>Purpose/Outcomes</b>	Provide job search skills to low income families
<b>Dollar Amount and Fiscal Impact</b>	\$593,887.00 REVENUE. No match is required. No county general funds are involved.
<b>Funding Source</b>	Oregon Department of Human Services
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on 9/27/07 - agenda item #092707-B1
<b>Contact Person</b>	Lori Mack 503 655-8843
<b>Contract No.</b>	6314

**BACKGROUND:**

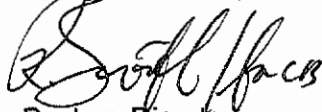
This IGA renewal provides job search skill building through classes and one-on-one coaching and job placement assistance to clients receiving Temporary Assistance to Needy Families (TANF), formerly known as public assistance or welfare. Community Solutions has partnered with the Department of Human Services since 1988 to provide these services.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,



Cindy Becker, Director

**Agreement Number 142569**



**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto: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, Self Sufficiency hereinafter referred to as "DHS" and,

**Clackamas County  
Clackamas County Community Solutions  
112 11th Street  
Oregon City, OR 97045  
Phone number: (503) 655-8842  
Fax number: (503) 655-8841  
District 15**

hereinafter referred to as "County."

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

**Oregon Department of Human Services  
Self Sufficiency  
Agreement Administrator: Mary Clark  
315 S Beaver Creek Road  
Oregon City, OR 97045  
Telephone: (971) 673-7321  
(971) 673-7382  
Email: [\\_mary.s.clark@state.or.us](mailto:_mary.s.clark@state.or.us)**

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: [3.558]

5. **Agreement** representatives for DHS and the County shall be as follows:

DHS' representatives

Agreement Administrator:	Mary Clark
Address:	315 S Beaver creek Road
City/State/Zip:	Oregon City, OR 97045
Phone:	Telephone: (971) 673-7321
Fax:	Fax: (971) 673-7382
E-mail:	Email: <a href="mailto:_mary.s.clark@state.or.us">_mary.s.clark@state.or.us</a>
District Manager:	Jerry Buzzard
SSP Program Manager:	Dave Flock

Agency's representative for this Agreement is:

<b>County's Contact:</b>	<b>Maureen Thompson</b>
Address:	112 11th Street
City/State/Zip:	Oregon City, OR 97045
Phone:	(503) 655-8842
Fax:	(503) 655-8841
E-mail:	<a href="mailto:mautho@co.clackamas.or.us">mautho@co.clackamas.or.us</a>

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- (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.**

**EXHIBIT A**  
**Statement of Work**  
**Part 1-Definitions**

1. "Administrative Cost" means the cost of administrative functions both directly and indirectly associated with all Services provided under this Agreement to be included in this cost category. Administrative Costs can include personnel and non-personnel costs, and direct and indirect costs. Administrative functions include: general accounting, coordination, budgeting, financial and case management; audits, reviews, incident reports, property management, personnel and payroll; and information systems costs related to these functions.
2. "Business Plan" means the plan that provides the details of the manner in which the County will provide JOBS Services.
3. "Case Manager" means DHS personnel who assist in the planning, coordination, monitoring, and evaluation of Services for an individual with emphasis on quality of care, continuity of Services, and cost-effectiveness.
4. "Case Plan" is a personal development plan (PDP) developed with the Participant and includes activities that will support the Participant in meeting their employment and self sufficiency goals.
5. "Direct Cost" means a cost which can be traced to or identified as a cost that is fully charged to one source and is not cost-allocated. These can be both administrative costs and program costs.
6. "Services" means Services provided directly to and through contact with "Participants".
7. "District" means the geographical Service area designated by the DHS.
8. "Family Services Manual (FSM)" means the DHS manual that outlines the rules, policies and procedures for the deliverance of Self-Sufficiency programs administered through the Department of Human Services. The website is located at:  
[http://www.dhs.state.or.us/caf/ss\\_stafftools.htm](http://www.dhs.state.or.us/caf/ss_stafftools.htm)
9. "Full-time equivalent (FTE)" is a unit that indicates the workload of an employed person in a way that makes workloads comparable across various contexts. FTE is often used to measure a worker's involvement in a project, or a standard of measure for all workloads comparable across various types of services provided. An FTE of 1.0 means that the person is equivalent to a full-time worker, while an .05 FTE signals that the worker is only half-time
10. "Indirect Cost" means a cost that cannot be fully charged to a funding source and is allocated among benefiting programs. This includes administrative and program costs for Services that benefit several programs and projects. This includes staff (admin and program)

**EXHIBIT A**  
**Part 2-Statement of Work**  
**General Requirements**

**1. INTRODUCTION**

This Statement of Work defines the Services that County will provide under the Agreement to provide Services for TANF adults and teen parents referred to County by DHS ("Participants") within County's District.

**2. WORK**

County shall conduct the Services according to the Statement of Work Standards, which shall include a current Business Plan. County shall conduct Services in accordance with the Services and shall meet the Performance Requirements. County shall perform Services within the budget established in this Agreement and the Agreement budget summary.

**3. JOBS SERVICE DELIVERY, AVAILABILITY AND STANDARDS**

**a. JOBS Services**

County shall provide specific JOBS Services outlined in the Business Plan in a manner consistent with the JOBS program guidelines outlined in the Family Services Manual. The JOBS program guidelines and the complete list of the JOBS Services are located and described in the FSM located at [http://www.dhs.state.or.us/policy/selfsufficiency/em\\_firstpage.htm](http://www.dhs.state.or.us/policy/selfsufficiency/em_firstpage.htm), Staff Tools website at <http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs>, and Oregon Revised Statutes at <http://www.leg.state.or.us/ors/412.html>.

**b. General Provision of Services by County**

County is responsible for the provision of Services to the Participants in the geographic area of the District designated in this Agreement. The County is responsible for ensuring provision of Services during extended hours of operation. Required extended hours of operation may include evening and weekend Service availability both pre and post standard 8:00am - 5:00pm business hours if determined necessary and documented in the Business Plan. Provision of Services and necessary coverage shall be provided fifty-two (52) weeks a year, in accordance with the Business Plan.

- (1) County shall provide all Services in a manner consistent with the JOBS program guidelines outlined in the Family Services Manual (FSM), Staff Tools and Oregon Revised Statutes located at the following DHS websites respectively:

[http://www.dhs.state.or.us/policy/selfsufficiency/em\\_firstpage.htm](http://www.dhs.state.or.us/policy/selfsufficiency/em_firstpage.htm),  
<http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs> and  
<http://www.leg.state.or.us/ors/412.html>

- (2) County is responsible for the provision of Services to DHS referred Participants within all of the counties located within the District area, as



- (2) The Business Plan shall include or describe the following:
- A. Service Delivery Detail
  - B. District-specific Definitions
  - C. Service Locations and Coverage Plans
  - D. Performance Targets
  - E. Performance-based Payment Provisions
  - F. Budget Detail
    - i Budget by Category
    - ii Budget by activity
    - iii Staff Costs estimate
  - G. The Business Plan provides details to the obligations that shall be provided by County under this Agreement. DHS through its Agreement Administrator, District and SSP Program Managers, retains review and final approval authority for all Services under the Business Plan.
  - H. County shall send all Business Plan revision requests in writing to the District Program Manager. The District SSP Program Manger may initiate a revision to the Business Plan, in which case the Manager shall notify County in writing when changes to the Business Plan are necessary to meet service levels and outcomes to be mutually agreed upon by both parties.
  - I. The SSP Program Manager and District Program Manager will review any revisions to the Business Plan and must approve any revision to the Plan for the revision to be effective. The District Program Manager will notify County in writing of approval or disapproval of any Business Plan revision request from County within ten business days from the initial date of the revision request.
  - J. The revised Business Plan shall contain revisions agreed upon by the parties and approved by the District Program and SSP Managers. The Agreement Administrator will notify the County when the Business Plan revisions are complete and when implementation of changes are to begin based on the revised Business Plan. The District office shall maintain the approved Business Plan file to at the District office.
  - K. The parties agree that once the revised Business Plan is approved following the process set forth above, the revised Business Plan will supersede any previous Business Plan and shall be deemed the Business Plan as described in Exhibit E and is incorporated into this Agreement administratively by reference as a revised Exhibit E.

allegations. County shall permit the State's auditing team to make investigations or take any other action DHS deems necessary to preserve the funds, records and program under this Agreement.

- (2) If, as a result of monitoring, changes in County practice or process are required, DHS shall notify County in writing. County will fully implement such changes within ten (10) calendar days of receipt of notice from DHS. If the County cannot implement the changes within ten (10) calendar days, the County may submit a written request for an extension to DHS for DHS approval prior to the expiration of the original ten (10) day period.
- (3) Failure by County to cooperate and participate in DHS monitoring may result in termination of this Agreement, and/or liability for costs resulting from County's non-cooperation and non-participation.

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that independence is increased and dependence on public assistance benefits is decreased.

Services to increase self-sufficiency include assessments and screenings; family wellness Service coordination, domestic violence and crisis intervention; stabilizing living situation; school retention, medical issues, mental health and addiction Services, learning disabilities, parenting training, budgeting, Family Support and Connections. Supportive Services for families in State Family Preparatory Supplemental Security Income and (SSI), Social Security Disability Income programs, known as the State Pre-SSI/SSDI program.

**d. Re-Engagement Coordination**

The re-engagement process is used to reconnect the Participant with their case plan, reassess goals, identify steps needed to address self-sufficiency, establish whether the Participant is able to complete their case plan, and to address any barriers to participation.

The County shall support DHS in the re-engagement process by providing information about individual progress, bringing forward warranted concerns, helping to identify causes for participation issues and assisting the DHS and Participant in finding solutions that will encourage and support success.

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- e. **JOBS Plus Participants Monthly** -- A JOBS Plus Participant is defined as a Participant working at the JOBS Plus employer work-site during the month.

- (1) Fiscal Year 2013 through 2014: Monthly Slot Allocation = 14

- (2) Fiscal Year 2014 through 2015: Monthly Slot Allocation = 14

- f. **Teen Parents Engaged in Educational Activities Monthly** - Referred mandatory teen parents (19 years of age and under) meeting satisfactory attendance per month in jointly developed and accepted plans in educational activities, or in other appropriate activities based on local resources. The level of participation will be determined as measured in DHS monthly branch and district-determined data reports and as described in the Business Plan.

- (1) Fiscal Year 2013 through 2014: Monthly Target = 80% of mandatory teens referred for Services = 0

- (2) Fiscal Year 2014 through 2015: Monthly Target = 80% of mandatory teens referred for Services = 0

- g. **Other District-Specific Outcomes**

- Locally defined performance measures as defined in the Business Plan.

## 2. **CORRECTIVE ACTION AND PERFORMANCE PENALTIES**

- a. If the County fails to fulfill the requirements of Service delivery as described in the Agreement and the Business Plan, DHS will advise County in writing of any and all deficiencies pertaining to the quality and quantity of Service deliverables being provided either directly or indirectly by the County. The base requirement is to meet a minimum of eighty (80%) percent of each contracted performance goal.
- b. County shall, unless an emergency exists that requires an immediate response, respond in writing within ten (10) business days of the date of receipt of a DHS notices of deficiencies.
- c. County's response to DHS shall include a corrective action plan developed by the County which must include the time frame within which County will take corrective action(s), and within which the corrective action(s) will demonstrate the desired result of eliminating any and all deficiencies found by DHS in the quality and quantity of Service deliverables that are being provided either directly or indirectly by the County. DHS will reply to County's response within ten (10) business days of the date of receipt. County's performance will be assessed monthly as part of the Agreement payment authorization process.

**EXHIBIT A**  
**Part 5**  
**Payment and Financial Reporting**

**1. PAYMENT FOR SERVICES**

County shall submit monthly, signed, and itemized invoices to the Agreement administrator not later than the forty-five (45) days following the invoiced Service month.

- a. County shall provide any final billing invoice for expenditures not previously billed under the monthly invoices to DHS no later than sixty (60) days following either the close of the fiscal year or termination date, whichever comes first. The final billing invoice will constitute County's full and final request for payment for Services. Payment of invoices submitted past the due date is subject to the availability of program funding and shall not be made without written justification from County and approval by DHS.
- b. County shall send invoice to DHS in the format prescribed by DHS, contain a statement by the authorized controller or financial officer of the County certifying that the billing is true and accurate, and financial documentation that supports all invoice billing for Services are available upon request and in accordance with the Business Plan. DHS may withhold payment for any specified item in an invoice until County provides documentation satisfactory to DHS.
- c. Budgets under this Agreement follow a fiscal year of July 1 through June 30 ("Service Year"). County shall use funding to provide Services. Funding for Services that is not expended within the fiscal year may, upon DHS approval, roll forward to the next fiscal year within the same biennium budget period and must be documented through an amendment. If the Agreement is terminated prior to the close of the fiscal year, no funding shall continue past the termination date.
- d. For County to receive reimbursement for travel and related expenses, County shall submit to DHS, and DHS must approve, a travel reimbursement policy. DHS shall reimburse County for travel and related expenses only as provided in the approved policy. County will include the travel reimbursement policy in the Business Plan.
- e. County may charge to the Agreement only reasonable, allowable, necessary, and allocable costs in accordance with GAAP and approved Business Plan, resulting from authorized Service delivery during the Agreement funding period.
- f. Any income earned from projects funded by this Agreement shall be retained by the County and shall be deducted from the total project allowable costs.
- g. County is liable for any damage, including wear-and-tear, to Equipment or space provided for under this Agreement when such damage results from County's utilization of the Equipment.

- (4) Server
- (5) Storage
- (6) Software

- c. For any Equipment authorized by DHS for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
  - (1) description of the Equipment;
  - (2) serial number;
  - (3) where Equipment was purchased;
  - (4) acquisition cost and date; and
  - (5) location, use and condition of the Equipment
- d. County shall provide the Equipment inventory list to the Agreement Administrator annually by June 30<sup>th</sup> of each year. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight line method.
- e. Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by DHS, immediately, or at such later date specified by DHS, tender to DHS any and all Equipment purchased with funds under this Agreement as DHS may require to be returned to the State. At DHS' direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to DHS or to a subsequent contractor, DHS may require County to pay to DHS the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
- f. If funds from this Agreement are authorized by DHS to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated and the agreement reflected in a special condition authorizing the purchase.
- g. Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 92.32, which, generally, describes the required maintenance, documentation, and allowed disposition of Equipment purchased with federal grant funds.

#### 4. INTERIM PAYMENTS

Interim payments may be made under this Agreement, only if prior-approved by DHS.

- a. County must request the interim payment in writing with the reason why the payment is needed and with justification.

**EXHIBIT A**  
**Part 6**  
**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, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which 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. Criminal History Check**

County shall verify that any employee working with youth and program Participants has not been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with youth and program Participants.

- a. County shall establish verification by having the applicant as a condition of employment, apply for and receive a criminal history check, which will be shared with County.
- b. County shall determine whether the employee has listed convictions and whether these convictions pose a risk to working safely with youth and program Participants.
- c. County shall confirm in writing the reasons for hiring individuals who have any of the above-listed crimes listed on their applicant/employee record. The reasons shall address how the applicant or employee is presently suitable or able to work with referred youth and program Participants' in a safe manner. County will place the information in the employee's personnel file.

**3. Equal Access to Services**

- a. 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.
- b. County shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, County shall notify the referring

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.

10. **Domestic Violence**

County shall comply with, and ensure its employees comply with, ORS 659A.270 through 659A.290 which provides protections to employees because of domestic violence, sexual assault or stalking. County shall ensure that appropriate guidance and training, consistent with DHS of Administrative Services Statewide Policy 50.010.04 is provided to County's managers, human resources staff and employees regarding domestic violence, sexual assault and stalking issues.

11. **Mandatory Reporting**

The County shall immediately report any evidence of child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.

12. **Participant Appeal**

County shall establish a system through which Participants may present grievances about the performance of Services by County. County shall maintain a record of grievances and their disposition. At initiation of Services, County shall advise the Participants in writing of this provision. County shall notify DHS of all unresolved grievances.

13. **Breastfeeding Initiative**

Whenever possible, County shall provide for its employees, visitors and all DHS Participants who are breastfeeding others, a private room with the ability to be locked from the inside, so that breastfeeding mothers may have a place to:

- a. Nurse an infant brought in during lunch breaks or during Participant or visitor visitation to the County office, or
- b. Pump breast milk to be stored for later use.
- c. The room shall have accessible electrical outlets for electric breast pump use and a sink close by for hand washing and rinsing out storage containers. The room shall contain a comfortable chair, a small table and waste basket. A sign up sheet will be posted to ensure that all those needing the room will have the opportunity to use it.

14. **Compliance with Applicable Laws**

Without limiting the generality of the Compliance with Law of Exhibit B, Standard Terms and Conditions, County shall comply with, Public Law 103-227, Part C - Environmental Tobacco Smoke (Pro-Children Act of 1994); applicable sections of Public



## 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

(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

- 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,

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,

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 below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

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

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.

written on an occurrence form basis, with not less than the following amounts as determined by DHS:

**Bodily Injury, Death and Property Damage:**

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**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 and Property Damage:**

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**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

## EXHIBIT D

### Required Federal Terms and Conditions

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

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



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

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** 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 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Agreement are covered by HIPAA. County shall determine if County will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Agreement, County shall comply and cause all subcontractors to comply with the following:
- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and DHS for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that County is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS

the required certification regarding their exclusion status and that of their principals prior to award.

10. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to 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.
11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

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

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
  - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
  - d. County shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
15. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

**EXHIBIT E**  
**BUSINESS PLAN**

July 11, 2013

Board of County Commissioner  
Clackamas County

Members of the Board:

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

<b>Purpose/Outcomes</b>	This contractor provides coordination of access to and payment for alcohol and drug treatment and detoxification services at Tigard Recovery Center for eligible individuals in Washington or Clackamas counties.
<b>Dollar Amount and Fiscal Impact</b>	The total maximum contract value is increased by \$9,120 to a revised contract value of \$82,111. This contract is funded through the Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement.
<b>Funding Source</b>	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement. No County general funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective upon signature and terminates on September 30, 2013.
<b>Previous Board Action</b>	The previous contract was approved by the Board of County Commissioners on June 23, 2011, agenda item 070711-A13.
<b>Contact Person</b>	Jill Archer, Director, Behavioral Health Division (503) 742-5336
<b>Contract No.</b>	BH-25-11/12 (944)

**BACKGROUND:**

The Behavioral Health Division is requesting an amendment to the existing contract it has with Washington County for alcohol and drug treatment services.

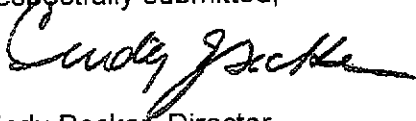
Through this contract, the Behavioral Health Division purchase service capacity for two (2) detoxification beds and ten (10) clinical care slots for alcohol and drug residential treatment at Tigard Recovery Center. These services are for eligible individuals in Washington or Clackamas counties. Washington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

This Amendment adds *Sub-Recipient Terms and Conditions* language to the existing contract in order to define Washington County's responsibilities as a recipient of Federal funds. It also amends the contract term for an additional 90 days and adds funding for the extension. This amendment is effective upon signature and continues through September 30, 2013.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Cindy Becker, Director

CA 13-0669

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number BH-25-11/12 (944) Board Agenda Number 070711-A13

and Date June 23, 2011

Division Behavioral Health Amendment No. 1

Contractor WASHINGTON COUNTY

Amendment Requested By Jill Archer, Director

Changes:  Scope of Services  Contract Budget  
 Contract Time  Other Add sub-recipient language

**Justification for Amendment:**

This Amendment adds Exhibit A: Sub-Recipient Terms and Conditions language to the existing contract in order to define the Washington County's responsibilities as a recipient of Federal funds. The terms of this amendment are effective upon signature. It also amends the contract term for an additional 90 days and adds funding for the extension.

This amendment is effective upon signature and continues through **September 30, 2013**. Except as amended hereby, all other terms and conditions of the contract remain in full force and effect.

**Amend to Read:**

III. COMPENSATION

CLACKAMAS will pay WASHINGTON on a prospective rate basis at the rate of \$1,520.63 per bed per month for two beds of alcohol detoxification services. All payments are subject to reduction by AMH based on eligibility, payment, or other standards outlined in the County Financial Assistance Contract between the state and CLACKAMAS. The maximum payable to WASHINGTON under this agreement is \$82,111.00.

**Amend to Read:**

IV. LIAISON RESPONSIBILITY

*Kathy Prenevost* will act as liaison from WASHINGTON under this agreement. *Matt Azar* will act as liaison from CLACKAMAS.

**Amend to Read:**

VII. TERM OF AGREEMENT

A. This agreement becomes effective July 1, 2011, and is scheduled to terminate September 30, 2013.

**Amend to Add:**

**Exhibit A  
 SUB-RECIPIENT TERMS AND CONDITIONS**

**CLACKAMAS COUNTY, OREGON**  
**SUB-RECIPIENT GRANT AGREEMENT 13-007**

Project Name: **A&D 66&70 Substance Abuse Block Grant**  
 Project Number: **40066**

This agreement is between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Behavioral Health Division (COUNTY) and **WASHINGTON COUNTY (SUB-RECIPIENT)**.

SUB-RECIPIENT DATA	CLACKAMAS COUNTY DATA	
Program Administrator: <b>Kathy Prenovost, LMSW</b>	Grant Accountant: <b>Wendy Towierton</b>	Project Officer: <b>Matt Azar</b>
<b>Washington County Health &amp; Human Services</b> 155 N. First Avenue, Suite 250 Hillsboro, Oregon 97124-3072 Phone: (503)846-4976 E-mail: Kathy.Prenovost@co.washington.or.us	<b>Clackamas County Behavioral Health Division</b> 2051 Kaen Road, # 367 Oregon City, Oregon 97045 Phone: (503)742-5324 E-mail: wendytow@clackamas.us	<b>Clackamas County Behavioral Health Division</b> 2051 Kaen Road, # 367 Oregon City, Oregon 97045 Phone: (503)742-5373 E-mail: mattaza@clackamas.us
DUNS: 060588563		

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

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

1. **Term and Effective Date.** The changes as accepted in this exhibit shall be effective upon signature and shall expire on **September 30, 2013**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Standards of Performance.** SUB-RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this agreement and all applicable laws and regulations. Furthermore, SUB-RECIPIENT shall comply with the requirements of A&D 66 Continuum of Care Services within the 2011-2013 and 2013-2015 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services and all applicable Oregon Administrative Rules, the source of the grant funding. SUB-RECIPIENT agrees to comply with the standards set forth in 45 CFR Part 74.
3. **Grant Funds.** COUNTY's funding for this agreement is provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services for the biennium period 2011-2013 and 2013-2015 issued to COUNTY by the State of Oregon acting by and through its Oregon Health Authority (OHA) (CFDA No. 93.959). This is a cost reimbursement grant. The maximum, not to exceed, grant amount that COUNTY will pay is **\$72,991** through June 30, 2013 and a total of **\$9,120** July 1, 2013 through September 30, 2013. SUB-RECIPIENT will receive written notification of the split between funding sources CFDA No. 93.959 and general funds within 90 days of the end of the agreement.



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

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

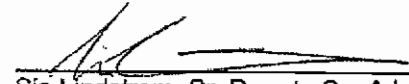
- k. **Record Retention.** SUB-RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.
- l. **Failure to Comply.** SUB-RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUB-RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUB-RECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

5. **Additional Requirements**

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

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

**WASHINGTON COUNTY**

By:   
Sia Lindstrom, Sr. Deputy Co. Administrator  
6/28/2013

Date  
155 N. First Avenue, Suite 250, MS-70  
Street Address  
Hillsboro, Oregon 97124-3072  
City/State/Zip  
(503)846-4976 / (503)846-4560  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

Cindy Becker, Director  
Health, Housing and Human Services Department

Date

July 11, 2013

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with LifeWorks NW providing On-Site Services at the Gladstone Center for Children and Families

<b>Purpose/Outcomes</b>	Contractor will continue to provide on-site consultation, care coordination and treatment services at Gladstone Center for Children and Families.
<b>Dollar Amount and Fiscal Impact</b>	\$168,886
<b>Funding Source</b>	2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement with Oregon Health Authority – no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective upon signature and terminates on June 30, 2014
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on December 13, 2012 - agenda item 121312-A2
<b>Contact Person</b>	Jill Archer – Director – Behavioral Health Division – 503.742.5336
<b>Contract No.</b>	6229

**BACKGROUND:**

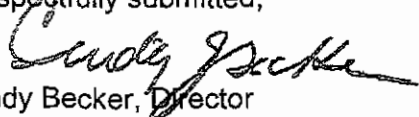
This is a continuation of an agreement with LifeWorks NW to provide on-site services at Gladstone Center for Children and Families. Services are provided to clients of other partners in the Gladstone Center, as well as families seeking services directly.

County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

**RECOMMENDATION:**

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

Respectfully submitted,



Cindy Becker, Director

## PROFESSIONAL SERVICES AGREEMENT

### CONTRACT # 6229

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and LifeWorks NW, hereinafter called "CONTRACTOR".

### AGREEMENT

#### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide on-site consultation, care coordination and treatment services at the Gladstone Center for Children and Families as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **June 30, 2014** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed **\$168,886**.

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

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

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. The invoice will include detailed CONTRACTOR cost for reimbursement. Invoices shall include the contract # 6229, the dates of service and the total amount due for all services provided during the month. Invoices shall be submitted to:

Clackamas County Behavioral Health Division  
Attn: Accounts Payable  
2051 Kaen Road, # 367  
Oregon City, Oregon 97045

Or electronically to:

HealthCenterAP@clackamas.us

When submitting electronically, designate CONTRACTOR name and contract # 6229 in the subject of the e-mail.

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

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall

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

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

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

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

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

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

#### **4.0 Manner of Performance**

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

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

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

#### **5.0 General Conditions**

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable

in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

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

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

5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

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

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

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

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

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

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

to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## 6.0 Termination

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

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

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

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

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

## 7.0 Notices

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

If to CONTRACTOR:

LifeWorks NW  
14600 NW Cornell Road  
Portland, OR 97229

If to COUNTY:

Clackamas County Behavioral Health Division  
2051 Kaen Road, # 367  
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following attachment(s), which by this reference is incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Performance Standards

### LIFEWORKS NW

By:   
Mary Monnar, CEO/President

Date  
14600 NW Cornell Road  
Street Address  
Portland, Oregon 97229  
City / State / Zip  
(503)645-3581 /  
Phone / Fax

### CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director  
Health, Housing and Human Services Department

Date

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Lifeworks NW\Gladstone Center\2014-06-30PSAcontract.docx

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR agrees to provide on-site consultation, care coordination and treatment services at the Gladstone Center for Children and Families (GCCF) to include the following activities:

1. Build capacity for the implementation of both mental health prevention and early intervention tools within the GCCF partnership through:
  - a. Community outreach & collaboration.
  - b. Behavioral health consultations to community partners, school districts, and families.
  - c. Education and awareness activities on relevant topics related to early childhood mental health
  - d. Classroom evaluations and classroom management support
  - e. Linkage to mental health treatment services to children and families on the Oregon Health Plan.
2. Develop and implement administrative processes for mental health services at GCCF including; a universal consent to screen/consult procedure, on-site mental health intake and screening process and protocols for billing for mental health clinical and skill building services.
3. Develop and implement a sustainable, replicable model for comprehensive early childhood mental health services through coordination and collaboration with community stakeholders including, but not limited to; other GCCF providers, the Gladstone School District, childcare providers and the Clackamas County Early Childhood Mental Health Committee.
4. Ensure effective, sustainable on-site delivery of mental health clinical services for the GCCF partners and the Gladstone School District through provision of a flexible community based service delivery model including; clinical sessions in the home and school.
5. Increase protective factors and decrease risk factors for children and families in the prevention program through evidence based education and awareness activities including; educational parent training workshops and classes, individual and family support sessions, and referral to identified resources.
6. Implement specific measures to gather outcomes, indicating impact of the Gladstone Care Coordination and Consultation Services including:
  - a. Satisfaction surveys to be used with partner agencies.
  - b. Access and engagement of children and families in clinical service areas.
  - c. Evidence Based Practice data including; fidelity, service utilization, and specific evaluation measures. This would include the Incredible Years and Second Step material.

Priority for participation and enrollment in programs shall be granted first to Clackamas County community members

CONTRACTOR will coordinate outreach efforts to COUNTY staff during quarterly meetings.

**EXHIBIT B**  
**REPORTING REQUIREMENTS**

1. CONTRACTOR will submit a quarterly report with output measures indicating individuals served and activities run under the contract including:

- a. Demographic information:
  - Gender of individual served
  - Age of individual served
  - Zip Code of individual served
  - Ethnicity of individual served
  - Guardian status i.e. family/DHS
  - Referral source
  
- b. Behavioral Health Consultation information
  - Number of presenting risk factors
  - Type of risk factors and/or behavioral health issues
  - Number to screenings
  - Location of screenings i.e. school/home/clinic
  - Number of referrals
  - Number of successful follow-up referrals
  
- c. Education & Awareness activities
  - Number education and awareness activities
  - Type of education and awareness activities
  
- d. Community Outreach & Collaboration
  - Number of community outreach and collaboration activities
  - Type of community outreach and collaboration activities

2. Quarterly Prevention/Education/Outreach Activities reports, shall be submitted to the COUNTY no later than (30) days following the end of each calendar quarter. Due dates for the reports are as follows:

<b>Quarter 1</b>	July 2013 - September 2013	Due October 30, 2013
<b>Quarter 2</b>	October 2013 - December 2013	Due January 30, 2014
<b>Quarter 3</b>	January 2014 - March 2014	Due April 30, 2014
<b>Quarter 4</b>	April 2014 – June 2014	Due July 30, 2014

3. CONTRACTOR will submit a quarterly financial report indicating how invoiced funds were spent under the contract, using the financial report provided by COUNTY.
4. CONTRACTOR will submit a final evaluation report that includes outcomes gathered from impact measures at the conclusion of contract using the evaluation report form provided by COUNTY.

## EXHIBIT C

### PERFORMANCE STANDARDS

#### A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

#### B. Staff

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and

#### C. Miscellaneous Federal Provisions

CONTRACTOR shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (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, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, 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 Covered Services in violation of 42 USC 14402.

#### D. Abuse Reporting

CONTRACTOR shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 410-009-0050 through 410-009-0160, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

#### E. Confidentiality

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person of federal, state or local agency.

July 11, 2013

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Northwest Family Services, Inc.  
For Drug and Alcohol Prevention Specialist Services

<b>Purpose/Outcomes</b>	This Subrecipient agreement with Northwest Family Services, Inc. is to place alcohol and drug Prevention Specialist at four Clackamas County Schools. Specific services to be provided under this contract include anti drug and alcohol abuse campaigns aimed at all students at the four sites, delivery of a prevention curriculum to a minimum of 400 youth, support group activities for a minimum of 120 high risk youth, case coordination for at risk youth and treatment referrals for a minimum of 60 high risk youth.
<b>Dollar Amount and Fiscal Impact</b>	\$170,000
<b>Funding Source</b>	Federal Alcohol and Drug 70, Federal Alcohol and Drug 66, and Federal Drug Free Communities funds. No County General funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Brian McCrady X 5681, Project Officer
<b>Contract No.</b>	6311

**BACKGROUND:**

The Clackamas County Division of Children, Youth and Families administers Federal Funds for the purpose of implementing a county-wide alcohol and drug abuse prevention strategy through local non-profits and schools. Prevention Specialist provides an array of prevention strategies at Alder Creek, Gardiner, Kraxberger middle schools and Rex Putnam high school. This community/school-based service system is designed to improve the lives of children and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government.

Prevention Specialist services includes prevention and early intervention supports within local schools aimed at improving protective factors (building nurturing relationships with positive role models, improving attachment to school, building leadership and problem-solving skills, and participation in extra-curricular activities) and reducing risk factors (poor school performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer association).

The Federal grant used to fund this contract does not require a match. No county staff persons are funded by this contract. This agreement has been reviewed and approved by County Council.

**RECOMMENDATION:**

Staff recommends the approval of this Subrecipient grant agreement and that Cindy Becker, H3S Director be authorized to sign on behalf of Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

Cindy Becker, Director

**CLACKAMAS COUNTY, OREGON  
GRANT AGREEMENT 14-003**

Project Name: **Drug/Alcohol Prevention Specialist Services**  
Project Number: **56020**

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services, Children, Youth & Families Division and Northwest Family Services, Inc. (Sub-Recipient).

Sub-Recipient Data	Clackamas County Data	
Program Administrator: Rose Fuller	Grant Accountant: Deanna Mulder	Project Officer: Brian McCrady
Northwest Family Services, Inc.  6200 SE King Rd Portland, OR 97222 Phone: 503-546-6377 Email: <a href="mailto:RFuller@nwfs.org">RFuller@nwfs.org</a>	Clackamas County – Children, Youth & Families Division  2051 Kaen Road Oregon City, OR 97045 Phone: 503-650-5675 Email: <a href="mailto:Emaildeannam@co.clackamas.or.us">Emaildeannam@co.clackamas.or.us</a>	Clackamas County – Children, Youth & Families Division  2051 Kaen Road, 2 <sup>nd</sup> floor Oregon City, OR 97045 Phone: 503-650-5674 Email: <a href="mailto:bmccrady@clackamas.us">bmccrady@clackamas.us</a>
DUNS: 612467134		

**RECITALS**

1. Clackamas County, a political subdivision of the State of Oregon (“County”) has an Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon acting by and through its Oregon Health Authority (OHA) for the biennium period 2013-2015. This agreement includes A&D 60 Substance Abuse Mental Health Services Administration (SAMHSA) Strategic Prevention Framework funds (CFDA No. 93.243), A&D 66 and A&D 70 SAMHSA Block Grant for Prevention and Treatment of Substance Abuse funds (CFDA No. 93.959) and SAMHSA Office of National Drug Control Policy Drug Free Communities Support Program (93.276), which are partially funded with Federal Funds. Oregon Revised Statutes 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties to establish and finance community addictions and mental health programs operated or contracted for by one or more counties. Clackamas County has established and proposes, during the term of the agreement to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA. Clackamas County has requested financial assistance from OHA to operate or contract the operation of its community addictions and mental health programs. OHA is willing, upon terms and conditions, to provide financial assistance to Clackamas County to operate or contract for the operation of its community addictions and mental health programs. Various statutes authorize OHA and County to collaborate and cooperate in providing basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds.
2. Prevention Services (A&D 70) are integrated strategies designed to prevent substance abuse and associated effects, regardless of the age of the participants. They are designed to reduce risk factors and increase protective factors associated with substance abuse. A&D 70 Services fall within one of the four prevention categories of the Institute of Medicine (IOM) Continuum of Care. The IOM prevention categories include Promotion, Universal, Selective, and Indicated Prevention. Promotion and Universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs. Selective prevention targets



subsets of the total population that are deemed to be at risk for substance abuse by virtue of the membership in particular population segment. Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

3. A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. The Strategic Prevention Framework is a three-year process of implementing a five-step prevention planning and implementation framework. Oregon's priority is "high-risk drinking among 18-25 year olds" ultimately leading to the reduction of alcohol abuse and dependence.
4. A&D 66 services are services provided to individuals in treatment to sustain their commitment to recovery and consist of ongoing intermittent contact by the individual with a treatment provider including, but not limited to, telephone outreach, participation in individual or group counseling, self help groups and programs, and transitional housing.
5. Drug Free Communities funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, State, local and Tribal governments to support the efforts of community coalitions, and 2) reduce substance abuse among youth and over time, among adults.
6. **Northwest Family Services, Inc. (NWFS)** provides a program that equips people with vital skills for lifetime. NWFS' mission focuses on core issues that support individual success, family stability, and child well-being. NWFS has an array of services and programs ranging from professional counseling, job readiness and placement, work solutions, positive youth development, youth mentoring, gang prevention, school site management, healthy relationship education, financial literacy, parenting, anger management, and more.
7. Clackamas County (COUNTY) desires to work with **Northwest Family Services, Inc.** to promote community engagement to reduce underage drinking, prevent the onset and reduce the progression of substance abuse; and reduce abuse related problems.
8. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which **Northwest Family Services, Inc.** agrees on delivery of the Program.
9. NOW THEREFORE, according to the terms of this Grant Agreement between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Behavioral Health Division (COUNTY) and **Northwest Family Services, Inc.** (SUBRECIPIENT) agree as follows:

NOW THEREFORE, according to the terms of this Grant Agreement the COUNTY and SUBRECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2013** and shall expire on **June 30, 2014**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.

Furthermore, SUBRECIPIENT shall comply with the requirements of the Drug Free Communities Award 5H79SP012461-10, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 74. A copy of the Drug Free Communities grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.

4. **Grant Funds.** The COUNTY's funding for this Agreement is:

A) COUNTY's funding for this agreement is provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services for the biennium period 2013-2015 issued to COUNTY by the State of Oregon acting by and through its Oregon Health Authority (CFDA 93.959). The maximum, not to exceed, grant amount that the COUNTY will pay is \$40,220.

B) Drug Free communities Support Program, (CFDA 93.276) issued to the COUNTY by the State of Oregon Health Authority on behalf of U.S. Department of Health and Human Services Office of Substance Abuse and Mental Health Services Administration (SAMHSA). The maximum, not to exceed, grant amount that the COUNTY will pay is \$10,384.

C) Non-Federal County General Funds, the maximum, not to exceed, grant amount that the COUNTY will pay is \$119,396

Total grant agreement not to exceed \$170,000.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a Sub-Recipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** The Sub-recipient shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organization* (OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in 45 CFR 74.
- b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 230, Appendix B (OMB Circular A-122) *Cost Principles for Nonprofit Organizations*. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- d) **Match.** Matching funds are not required for this Agreement.
- e) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D.
- f) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- g) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- h) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
- i) **Lobbying.** The SUBRECIPIENT agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (*OMB Circular A-122*), which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. SUBRECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- k) **Monitoring.** The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Sub-Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- l) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Additional Federal and State Requirements.

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 215 as applicable to SUBRECIPIENT. Additional requirements are specified 10 CFR Part 600 Subpart B.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

#### 11. General Agreement Provisions.

- a) **Indemnification.** Subject to the limitations of Oregon laws, including but not limited to the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY and SUBRECIPIENT shall hold harmless, defend and indemnify each other, and their respective directors, officers, agents and employees, against all losses, damages, liability, claims, demands, actions, suits, costs, expenses and judgments to the extent arising directly or indirectly out of either party's performance of the services, activities or work conducted pursuant to this Agreement. The indemnification obligation stated herein will survive the termination or expiration of the Agreement. The parties liability to each other under this Agreement shall be limited to actual damages. In no event shall either party be liable to the other for any other damages, whether characterized as general, special, direct, indirect, consequential, punitive, or otherwise.

b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

**Commercial General Liability**

Required by COUNTY  Not required by COUNTY

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

**Commercial Automobile Liability**

Required by COUNTY  Not required by COUNTY

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

**Professional Liability**

Required by COUNTY  Not required by COUNTY

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

**c) Additional Insured Provisions**

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

**d) Notice of Cancellation**

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

**e) Insurance Carrier Rating**

Coverages provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY

reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**f) Certificates of Insurance**

As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**g) Independent Contractor Status**

Service or services to be rendered under this agreement are those of an independent contractor. SUBRECIPIENT is not an officer, employee, or agent of COUNTY as those terms are used in ORS 30.265.

**h) Primary Coverage Clarification**

SUBRECIPIENT coverage will be primary in the event of a loss.

**i) Cross-Liability Clause**

A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

**j) Assignment.** This agreement may not be assigned in whole or in part with the express written approval of the parties hereto.

**k) Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

**l) Notices.** Any notice provided for under this agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

**m) Governing Law.** This agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

**n) Severability.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

**o) Counterparts.** This agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- p) **Third Party Beneficiaries.** Except as expressly provided in this agreement, there are no third party beneficiaries to this agreement. The terms and conditions of this agreement may only be enforced by the parties.
- q) **Survival.** Sections 8 at (i), (j), and (k) and 10 at (a), (d), (e), (f), (i), (j), (k), and (l) shall survive any expiration or earlier termination of this agreement.
- r) **Binding Effect.** This agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- s) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO PARTICIPATION AGREEMENT  
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

AGENCY

Rose Fuller

By

Rose Fuller  
Name (Typed)

Executive Director  
Title

6/24/2013  
Date

6200 SE King Rd  
Street Address

Milwaukie, OR 97222  
City/Zip

503-546-6377  
Phone Number

93-0841022  
TIN, FIN or S.S.#

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director  
Health, Housing and Human Services

Date

Redney A. Cook

Redney A. Cook, Director  
Children, Youth & Families Division

7-2-13  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying and Litigation Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report



July 11, 2013

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Todos Juntos, Inc.  
For Drug and Alcohol Prevention Specialist Services

<b>Purpose/Outcomes</b>	The Subrecipient agreement with Todos Juntos, Inc. is to place alcohol and drug Prevention Specialist at four Clackamas County Schools. Specific services to be provided under this contract include anti drug and alcohol abuse campaigns aimed at all students at the four sites, delivery of a prevention curriculum to a minimum of 400 youth, support group activities for a minimum of 120 high risk youth, case coordination for at risk youth and treatment referrals for a minimum of 60 high risk youth, as well as providing a summer parent education program to 30 participants.
<b>Dollar Amount and Fiscal Impact</b>	\$175,561
<b>Funding Source</b>	Federal Alcohol and Drug 70, Federal Alcohol and Drug 66, and Federal Drug Free Communities funds. No County General funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Tiffany Hicks X 5867, Project Officer
<b>Contract No.</b>	6319

**BACKGROUND:**

The Clackamas County Division of Children, Youth and Families administers Federal Funds for the purpose of implementing a county-wide alcohol and drug abuse prevention strategy through local non-profits and schools. Prevention Specialist provides an array of prevention strategies at Molalla River, Cedar Ridge, Estacada, and Baker Prairies middle schools. This community/school-based service system is designed to improve the lives of children and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government.

Prevention Specialist services includes prevention and early intervention supports within local schools aimed at improving protective factors (building nurturing relationships with positive role models, improving attachment to school, building leadership and problem-solving skills, and participation in extra-curricular activities) and reducing risk factors (poor school performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer association).

The Federal grant used to fund this contract does not require a match. No county staff persons are funded by this contract. This agreement has been reviewed and approved by County Council.

**RECOMMENDATION:**

Staff recommends the approval of this Subrecipient grant agreement and that Cindy Becker, H3S Director be authorized to sign on behalf of Board of County Commissioners.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Cindy Becker".

Cindy Becker, Director

COPY

**CLACKAMAS COUNTY, OREGON  
GRANT AGREEMENT 14-004**

Project Name: **Todos Juntos Subrecipient Agreement**  
Project Number: 56019

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services, Children, Youth & Families Division and Todos Juntos, Inc. (Sub-Recipient).

Sub-Recipient Data	Clackamas County Data	
Program Administrator: <b>Eric Johnston</b>	Grant Accountant: Deanna Mulder	Project Officer: Tiffany Hicks
Todos Juntos, Inc.  Address: PO Box 645 City, State Zip Canby, OR 97013 Phone: 503-544-1513 Email: <a href="mailto:ejtodosjuntos@comcast.net">ejtodosjuntos@comcast.net</a>	Clackamas County – Children, Youth & Families Division 2051 Kaen Road Oregon City, OR 97045 Phone: 503-650-5675 Email: <a href="mailto:deannam@co.clackamas.or.us">deannam@co.clackamas.or.us</a>	Clackamas County – Children, Youth & Families Division 2051 Kaen Road, 2 <sup>nd</sup> floor Oregon City, OR 97045 Phone: 503-722-6867 Email: <a href="mailto:thicks@clackamas.us">thicks@clackamas.us</a>
DUNS: 614865355		

**RECITALS**

1. Clackamas County, a political subdivision of the State of Oregon ("County") has an Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon acting by and through its Oregon Health Authority (OHA) for the biennium period 2013-2015. This agreement includes A&D 60 Substance Abuse Mental Health Services Administration (SAMHSA) Strategic Prevention Framework funds (CFDA No. 93.243), A&D 66 and A&D 70 SAMHSA Block Grant for Prevention and Treatment of Substance Abuse funds (CFDA No. 93.959) and SAMHSA Office of National Drug Control Policy Drug Free Communities Support Program (93.276), which are partially funded with Federal Funds. Oregon Revised Statutes 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties to establish and finance community addictions and mental health programs operated or contracted for by one or more counties. Clackamas County has established and proposes, during the term of the agreement to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA. Clackamas County has requested financial assistance from OHA to operate or contract the operation of its community addictions and mental health programs. OHA is willing, upon terms and conditions, to provide financial assistance to Clackamas County to operate or contract for the operation of its community addictions and mental health programs. Various statutes authorize OHA and County to collaborate and cooperate in providing basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds.
2. Prevention Services (A&D 70) are integrated strategies designed to prevent substance abuse and associated effects, regardless of the age of the participants. They are designed to reduce risk factors and increase protective factors associated with substance abuse. A&D 70 Services fall within one of the four prevention categories of the Institute of Medicine (IOM) Continuum of Care. The IOM prevention categories include Promotion, Universal, Selective, and Indicated Prevention. Promotion

and Universal prevention addresses the entire population with messages and programs aimed at prevention or delaying the use of alcohol, tobacco and other drugs. Selective prevention targets subsets of the total population that are deemed to be at risk for substance abuse by virtue of the membership in particular population segment. Indicated prevention is designed to prevent the onset of substance abuse in individuals who do not meet criteria for addiction but who are showing elevated levels of risk and early danger signs.

3. A&D Special Projects (A&D 60) are alcohol and drug abuse services within the scope of ORS 430.630 delivered on a demonstration or emergency basis for a specified period of time. The Strategic Prevention Framework is a three-year process of implementing a five-step prevention planning and implementation framework. Oregon's priority is "high-risk drinking among 18-25 year olds" ultimately leading to the reduction of alcohol abuse and dependence.
4. A&D 66 services are services provided to individuals in treatment to sustain their commitment to recovery and consist of ongoing intermittent contact by the individual with a treatment provider including, but not limited to, telephone outreach, participation in individual or group counseling, self help groups and programs, and transitional housing.
5. Drug Free Communities funding is to address two major goals: 1) establish and strengthen collaboration among communities, public and private non-profit agencies, and Federal, State, local and Tribal governments to support the efforts of community coalitions, and 2) reduce substance abuse among youth and over time, among adults.
6. **Todos Juntos'** mission is to develop the partnerships necessary that lead to the creation or enhancement of local resources and services to all youth and families. Todos Juntos partners with schools, local law enforcement, county agencies and others to enhance local resources and services for youth and families. These services are available in English and/or Spanish through evidence-based, community-supported activities provided at K-12 schools around Clackamas County. Todos Juntos delivers a range of challenging, age-appropriate programs in a safe, structured, and positive environment, including: Academic Skills Enhancement, Alcohol and Drug Education, Culture-specific Activities, Gender-specific Programs, Leadership and Youth Development Programs, Parent Education, Peer Mediation, Recreation/Sports Activities, Restorative Justice, Supervised Community Service/Service Learning, Truancy Prevention.
7. Clackamas County (COUNTY) desires to work with **Todos Juntos, Inc.** to promote community engagement to reduce underage drinking, prevent the onset and reduce the progression of substance abuse; and reduce abuse related problems.
8. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which **Todos Juntos, Inc.** agrees on delivery of the Program.
9. NOW THEREFORE, according to the terms of this Grant Agreement between Clackamas County, Oregon, acting by and through its Health, Housing and Human Services Department, Behavioral Health Division (COUNTY) and **Todos Juntos, Inc.** (SUBRECIPIENT) agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2013** and shall expire on **June 30, 2014**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Drug Free Communities Award 5H79SP012461-10, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 74. A copy of the Drug Free Communities grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is:
5. COUNTY's funding for this agreement is provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services for the biennium period 2013-2015 issued to COUNTY by the State of Oregon acting by and through its Oregon Health Authority (CFDA 93.959). The maximum, not to exceed, grant amount that the COUNTY will pay is \$40,220.
6. Drug Free communities Support Program, (CFDA 93.276) issued to the COUNTY by the State of Oregon Health Authority on behalf of U.S. Department of Health and Human Services Office of Substance Abuse and Mental Health Services Administration (SAMHSA). The maximum, not to exceed, grant amount that the COUNTY will pay is \$15,945.
7. Non-Federal County General Funds, the maximum, not to exceed, grant amount that the COUNTY will pay is \$119,396

Total grant agreement not to exceed \$175,561

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

8. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
9. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
10. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
12. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a Sub-Recipient, and

accepts among its duties and responsibilities the following:

- a) **Financial Management.** The Sub-recipient shall comply with 2 CFR Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organization* (OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in 45CFR 74.
- b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 230, Appendix B (OMB Circular A-122) *Cost Principles for Nonprofit Organizations*. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
- c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- d) **Match.** Matching funds are not required for this Agreement.
- e) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D.
- f) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- g) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- h) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
- i) **Lobbying.** The SUBRECIPIENT agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (*OMB Circular A-122*), which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- j) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. SUBRECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- k) **Monitoring.** The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Sub-Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- l) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- m) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

### 13. Additional Federal and State Requirements.

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 215 as applicable to SUBRECIPIENT. Additional requirements are specified 10 CFR Part 600 Subpart B.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

### 14. General Agreement Provisions.

- a) **Indemnification.** Subject to the limitations of Oregon laws, including but not limited to the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY and SUBRECIPIENT shall hold harmless, defend and indemnify each other, and their respective directors, officers, agents and employees, against all losses, damages, liability, claims, demands, actions, suits, costs, expenses and judgments to the extent arising directly or indirectly out of either party's performance of the services, activities or work conducted pursuant to this Agreement. The indemnification obligation stated herein will survive the termination or expiration of the Agreement. The parties liability to each other under this Agreement shall be limited to actual damages. In no event shall either party be liable to the other for any other damages, whether characterized as general, special, direct, indirect, consequential, punitive, or otherwise.

b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

**Commercial General Liability**

Required by COUNTY

Not required by COUNTY

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

**Commercial Automobile Liability**

Required by COUNTY

Not required by COUNTY

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

**Professional Liability**

Required by COUNTY

Not required by COUNTY

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

**c) Additional Insured Provisions**

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

**d) Notice of Cancellation**

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

**e) Insurance Carrier Rating**

Coverages provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY



reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

**f) Certificates of Insurance**

As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

**g) Independent Contractor Status**

Service or services to be rendered under this agreement are those of an independent contractor. SUBRECIPIENT is not an officer, employee, or agent of COUNTY as those terms are used in ORS 30.265.

**h) Primary Coverage Clarification**

SUBRECIPIENT coverage will be primary in the event of a loss.

**i) Cross-Liability Clause**

A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

**j) Assignment.** This agreement may not be assigned in whole or in part with the express written approval of the parties hereto.

**k) Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

**l) Notices.** Any notice provided for under this agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

**m) Governing Law.** This agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

**n) Severability.** If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

**o) Counterparts.** This agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- p) **Third Party Beneficiaries.** Except as expressly provided in this agreement, there are no third party beneficiaries to this agreement. The terms and conditions of this agreement may only be enforced by the parties.
- q) **Survival.** Sections 8 at (i), (j), and (k) and 10 at (a), (d), (e), (f), (i), (j), (k), and (l) shall survive any expiration or earlier termination of this agreement.
- r) **Binding Effect.** This agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- s) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO PARTICIPATION AGREEMENT  
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

AGENCY

  
By

Eric Johnston  
Name (Typed)

Executive Director  
Title

6/25/13  
Date

PO Box 645  
Street Address

Canby Or 97013  
City/Zip

503-544-1513  
Phone Number

93-1308023  
TIN, FIN or S.S.#

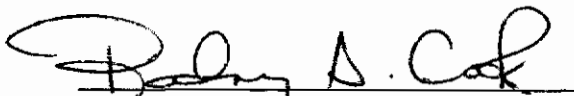
**CLACKAMAS COUNTY**

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

Signing on Behalf of the Board:

Cindy Becker, Director  
Health, Housing and Human Services

Date



Rodney A. Cook, Director  
Children, Youth & Families Division

7-2-13  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying and Litigation Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of Commissioners  
Clackamas County

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

Members of the Board:

**Approval of a Contract with Concrete Enterprises, Inc. for the Rock Creek  
(Wilhoit Road) Bridge Replacement Project**

<b>Purpose/Outcomes</b>	Reconstruction of the Rock Creek (Wilhoit Road MP 1.82) Bridge
<b>Dollar Amount and Fiscal Impact</b>	\$589,250.36 Currently budgeted for the 2013-14 fiscal year
<b>Funding Source</b>	Road Fund
<b>Safety Impact</b>	Scour is undermining the bridge foundation and the current sufficiency rating for the bridge is 28.2 out of 100 which indicates the bridge is deficient and obsolete.
<b>Duration</b>	Contract signing through September 26, 2014
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Vince Hall, Project Manager 503-742-4650

**BACKGROUND:**

DTD is recommending approval of a construction contract with Concrete Enterprises, Inc. for the reconstruction of the Rock Creek (Wilhoit Road MP 1.82) Bridge. The current bridge foundation has been significantly undermined by scouring from Rock Creek. Hydraulic and geotechnical analyses have determined that scour will continue to erode material under the bridge's spread footing foundation.

Staff advertised this project and received six competitive bids from Concrete Enterprises, Inc., Farline Bridge, Inc., JAL Construction Inc., Olivas Valdes, Inc., Pacific Bridge & Construction, Inc., and Tom Ayres, General Contractors, Inc. The bids were reviewed and staff recommends the contract be awarded to the apparent low bidder, Concrete Enterprises, Inc.

Substantial completion for this contract will be by September 27, 2013. The contract will expire on September 26, 2014, which allows the contractor to maintain and establish the plants.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached contract with Concrete Enterprises, Inc. for the Rock Creek (Wilhoit Road) Bridge Replacement Project.

Respectfully submitted,

Mike Bezner, PE  
Transportation Engineering Manager



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 11, 2013

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **July 11, 2013** this contract with Concrete Enterprises Inc for the **Rock Creek (Wilhoit Road) Bridge Replacement Project** for the Clackamas County DTD Engineering Division. This project was requested by Vince Hall, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Six bids were received: Concrete Enterprises - \$589,250.36; JAL Construction - \$649,402.55; Tom Ayres General Contractors - \$652,470.00; Pacific Bridge & Construction - \$749,840.00; Farline Bridge - \$771,722.88; and Olivas Valdez - \$785,410.63. After review of all bids, Concrete Enterprises Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$589,250.36. All work is to be substantially completed by September 27, 2013 with a contract completion date of September 26, 2014 allowing for plant establishment. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 2416-2433-2103-482100-22189 for fiscal years 2012/2013, 2013/2014, and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

Board of Commissioners  
Clackamas County

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

Members of the Board:

**Approval of a Contract with Nutter Corporation for the Sandy River  
(Lolo Pass Road) Mitigation Project**

<b>Purpose/Outcomes</b>	Mitigation of the Sandy River at Lolo Pass Road for loss of aquatic habitat and energy dissipation functions.
<b>Dollar Amount and Fiscal Impact</b>	\$227,099.22 Currently budgeted for the 2013-14 fiscal year
<b>Funding Source</b>	Road Fund, with reimbursement from FHWA
<b>Safety Impact</b>	This mitigation is a requirement of the prior Lolo Pass reconstruction project. That project made the road more resilient and likely to withstand future storm events, aiding access for emergency responders.
<b>Duration</b>	Contract signing through December 31, 2016
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Joel Howie, Project Manager 503-742-4658

**BACKGROUND:**

DTD is recommending approval of a construction contract with Nutter Corporation for the Sandy River (Lolo Pass Road) Mitigation Project. A series of storm events in early 2011 resulted in realignment of the Sandy River that washed out a portion of Lolo Pass Road. The Army Corps of Engineers deemed mitigation necessary for the loss of aquatic habitat and energy dissipation functions. This mitigation project involves excavating a toe trench; placing loose riprap, large woody debris, native soil and ballast mixture; and installing pole and upland plantings to provide energy dissipation and aquatic habitat. The County will seek reimbursement from FHWA for funds received for the Lolo Pass Emergency Repair Project.

Staff advertised this project and received two competitive bids from Konell Construction, Inc., and Nutter Corporation. The bids were reviewed and staff recommends the contract be awarded to the apparent low bidder, Nutter Corporation.

Substantial completion for this contract will be by September 19, 2013. The contract will expire on December 31, 2016, which allows the contractor to maintain and establish the plants.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve the attached contract with Nutter Corporation for the Sandy River (Lolo Pass Road) Mitigation Project.

Respectfully submitted,



Mike Bezner, PE  
Transportation Engineering Manager

Placed on the July 11, 2013 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

PURCHASING DIVISION

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

July 11, 2013

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of July 11, 2013 this contract with Nutter Corporation for the **Sandy River (Lolo Pass Road) Mitigation Project** for the Clackamas County DTD Engineering Division. This project was requested by Joel Howie, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Two bids were received: Nutter Corporation - \$227,099.22; and Konell Construction - \$398,684.05. After review of all bids, Nutter Corporation was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$227,099.22. All work is to be substantially completed by September 19, 2013 with a contract completion date of December 31, 2016 to allow for plant establishment. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02106-481200-22186 for fiscal years 2012/2013, 2013/2014, 2014/2015, 2015/2016/ and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff





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MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

July 11, 2013

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a FY 13/14 Work and Financial Plan with  
United States Department of Agriculture (USDA),  
Animal and Plant Health Inspection Service (APHIS),  
Wildlife Services (WS) for Predator Management**

Purpose/Outcome	FY 13/14 Work and Financial Plan for predator control.
Dollar Amount and fiscal Impact	The maximum contract value of \$58,743.00 for the County portion of these activities was included in the Clackamas County fiscal year 2013-2014 budget.
Funding Source	General Fund in conjunction with state, federal and private partners
Safety Impact	Protection of livestock, agriculture, forestry, wildlife and public health
Duration	July 1, 2013 through June 30, 2014
Previous Board Action/Review	May 2, 2013 the BCC approved and signed the five year Cooperative Service Agreement with USDA APHIS WS for Predator Management
Contact Person	Marc Gonzales (503) 742-5405
Contract No.	Agreement 13-73-41-5111 AP.RA.RX41.73.0550

**BACKGROUND:**

Clackamas County's intergovernmental agreement with the federal agencies listed above for County Trapper Services was adopted and signed May, 2, 2013. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources.

Each year a separate Work Plan and Proposed Budget, representing the next fiscal year portion of this program, is presented to the Board for approval. The FY 13/14 Work and Financial Plan under consideration, was initiated by the federal agency in cooperation with its partners, and was provided following the execution of the cooperative services agreement in May. An opportunity was provided for the Wildlife Services, in cooperation with the County, to adjust service delivery to accommodate County budgetary constraints. County Counsel has reviewed and approved this current fiscal year document.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached FY 13/14 Work and Financial Plan for County predator control and wildlife damage management.

Sincerely,

Marc S. Gonzales, Finance Director

**USDA APHIS WILDLIFE SERVICES  
FY13/14 WORK AND FINANCIAL PLAN**

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<b>COOPERATOR:</b>	<b>CLACKAMAS COUNTY</b>
<b>VENDOR IDENTIFICATION NO.:</b>	<b>0006013663</b>
<b>COOPERATIVE AGREEMENT NO.:</b>	<b>13-73-41-5111</b>
<b>ACCOUNT NO.:</b>	<b>AP.RA.RX41.73.0550</b>
<b>AGREEMENT DATES:</b>	<b>July 1, 2013 – June 30, 2014</b>
<b>AGREEMENT AMOUNT:</b>	<b>\$58,743.00</b>

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Pursuant to Cooperative Service Agreement Cooperative Service Agreement No. 13-73-41-5111 between Clackamas County and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget for the cooperative wildlife services program in Clackamas County for the period of July 1, 2013 through June 30, 2014.

**OBJECTIVES/GOALS**

The objective of the Wildlife Services program in the County is to resolve wildlife/human conflicts related to damage caused by predatory animals to livestock and human health and safety. Cooperative efforts between APHIS-WS and the County will maximize existing resources to accomplish the goals of this Plan. APHIS-WS will address the requirements of the National Environmental Policy Act (NEPA).

Anticipated project results and benefits:

1. To provide assistance to county residents experiencing wildlife conflicts caused by predatory animals.
2. To provide assistance in the form of educational information or when appropriate to utilize the most effective and safe control tools and techniques available.
3. To provide a mechanism that enables other entities to participate in the program with shared responsibilities for funding, planning and evaluation.

**PLAN OF ACTION**

The objectives of the wildlife damage control program will be accomplished in the following manner:

1. APHIS-WS will provide a Wildlife Specialist to respond to damage situations in Clackamas County involving predatory animals that threaten human health and safety, livestock, and other property.
2. Kevin Christensen, Acting District Supervisor, at the State Office in Portland, Oregon (503) 326-2346 will be responsible for training, day-to-day supervision and monitoring of the cooperative program.
3. APHIS-WS will bill the County quarterly for actual costs associated with this work and financial plan not to exceed \$58,743.

**PROCUREMENT**

APHIS-WS will provide vehicles, and the initial supplies and equipment. Cooperator understands that additional supplies and equipment may need to be purchased under this agreement to replace consumed, damaged or lost supplies/equipment. Any items remaining at the end of the agreement will remain in the possession of APHIS-WS.

**STIPULATIONS AND RESTRICTIONS**

APHIS-WS will cooperate with the Oregon Department of Agriculture, Oregon Fire Marshal's Office, Oregon Department of Fish and Wildlife (ODFW), and the U.S. Fish and Wildlife Service (FWS) to ensure compliance with Federal, State and local laws and regulations.

**COST ESTIMATE FOR SERVICES**

Salary/Benefits	\$ 39,451.42
GSA Vehicle	7,751.34
Hires and reimbursements	2,041.81
Supplies and Materials	1,330.55
Subtotal	50,575.12
Overhead 16.15%	8,167.88
Total	\$58,743.00

**Note:** Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement but may not exceed the aggregate total of \$58,743.

**AUTHORIZATION:**

Clackamas County  
2051 Kaen Rd.  
Oregon City, OR 97045

\_\_\_\_\_  
Clackamas County, Representative

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

\_\_\_\_\_  
State Director, Oregon

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

**ATTACHMENT 1**

**NOTE: NOT FOR FMMI USE. This Attachment provides information on the cooperative budget for services within the County. The tables below include the cooperative funding for the County and estimated expenses for those cooperative funds.**

**PROPOSED BUDGET PLAN FOR SERVICES**

Salary/Benefits	\$ 62,447.95
GSA Vehicle	12,269.65
Hires and reimbursements	3,232.00
Supplies and materials	2,106.14
Total	\$ 80,055.74

**Note:** Salary, benefits, and vehicle costs charged at actual cost. The distribution of the Budget for this Work Plan may vary as necessary to accomplish the purpose of this Agreement.

**PROPOSED COOPERATIVE FUNDING SOURCES**

USDA	\$ 9,803.92
ODA Funds*	5,754.41
ODF&W Funds*	5,754.41
Clackamas County Funds	58,743.00
Total	\$ 80,055.74

\* Estimated. Biennium amounts have not been finalized.



**MARC GONZALES**  
DIRECTOR

**DEPARTMENT OF FINANCE**

July 11, 2013

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Lease by and between T5 Equities, LLC and  
Clackamas County for the District Attorney**

<b>Purpose/Outcome</b>	This is a new lease over a fifteen year term with T5 Equities, LLC for a portion of the Oregon City Masonic Building to be occupied by District Attorney staff.
<b>Dollar Amount and Fiscal Impact</b>	A first payment consisting of the first months' rent of November 1, 2013 for \$8,644.00 and the last months' rent of \$11,615.00, totaling \$20,259.00 is due upon signing. Monthly rent remains \$8,644.00 through June 30, 2018 with 3% increases annually beginning July 1, 2018.
<b>Funding Source</b>	County General Funds will be used to lease office space used by the Domestic Violence/Vulnerable Adult and Victim Assistance Teams. Federal grant funds will be passed through the Department of Justice Child Support Program to the Clackamas County District Attorney at a rate of <u>.66</u> of the lease expenditure. This reimbursement is for the space lease cost on the first floor, and two Family Support Deputy DA offices located on the second floor. This reimbursement is estimated to amount to \$146,666 during the first five years, or 28% of the total five-year cost.
<b>Safety Impact</b>	Consolidation of these functions supports successful operations of that portion of the District Attorney's office responsible for the safety of and assistance to victims, citizens and families within the County as well as to District Attorney staff members.
<b>Duration</b>	The lease has a term of fifteen (15) years, beginning July 1, 2013 and ending on June 30, 2028.
<b>Previous Board Action/Review</b>	On June 4, 2013, the Board of County Commissioners authorized Facilities Management to proceed with plans to consolidate the District Attorney's Domestic Violence/Vulnerable Adult, Victim Assistance, and Family Support Teams into one office.
<b>Contact Person</b>	Jeff Jorgensen, Facilities Manager, Finance/Facilities Management, (503) 557-6414

**BACKGROUND:**

On June 4, 2013, the Clackamas County Board of Commissioners granted approval to Facilities Management to go forward with plans to consolidate the District Attorney's Domestic Violence/Vulnerable Adult, Family Support, and Victim Assistance Teams into a building located in close proximity to the Courthouse.

Reasons for consolidating and relocating the groups in close proximity to the main offices of the District Attorney and courts include minimizing operational challenges, enhanced security, and more cohesive services to Clackamas County citizens, and as well as a safe and supportive work environment for employees, the need for which was documented in the Clackamas County Public Safety Operations Facilities Master Plan. (SERA Architects, 2009).

**RECOMMENDATION:**

Staff recommends the Board approve the Lease Agreement between Clackamas County and T5 Equities, LLC and that the Chair of the Board be authorized to execute the Lease.

Respectfully submitted,

  
Marc Gonzales, Finance Director



# CLACKAMAS COUNTY JUSTICE COURT

July 11, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

### A Resolution Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District

<b>Purpose/Outcome</b>	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
<b>Dollar Amount and Fiscal Impact</b>	Pro Tempore judges are paid at an hourly rate of \$42.44, plus .55 cents per mile for travel to and from the court building.
<b>Funding Source</b>	Justice Court budget
<b>Safety Impact</b>	None
<b>Duration</b>	Per ORS 51.260 the term may not be for a period exceeding one year.
<b>Previous Board Action/Review</b>	Annual appointment per ORS 51.260.
<b>Contact Person</b>	Karen Brisbin, Justice of the Peace

**BACKGROUND:** When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/arraignment or contested hearing/trial. The four individuals recommended for appointment are Clackamas County attorneys in good standing with the Oregon State Bar and meet the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff recommends approval of this Resolution appointing four Clackamas County attorneys to serve as justices of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin  
Justice of the Peace

Resolution Appointing Justices' of  
the Peace Pro Tempore for the  
Clackamas County Justice Court

Order No.

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint a justice of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, John P. Gilroy, Kristen S. David, Roxanne R. Scott and Wm Bruce Shepley are eligible to serve as a justice of the peace pro tempore being a citizen of the United States, a resident of Oregon for at least three years, and has maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, the BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint the above mentioned people to serve as a justice of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints John P. Gilroy, Kristen S. David, Roxanne R. Scott and Wm Bruce Shepley to serve as a justice of the peace pro tempore for the Clackamas County Justice of the Peace District. They shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of each of these individuals shall be for a term not to exceed one year from the date of this resolution. The appointment, however, is subject to termination in the discretion of the BCC or Judge Brisbin at any time prior to the expiration of the term.

ADOPTED this 11<sup>th</sup> day of July, 2013

**CLACKAMAS COUNTY BOARD OF COMMISIONERS**

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Chair

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Recording Secretary



## JUVENILE DEPARTMENT

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

July 11, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF GRANT AWARD FOR  
SHELTER CARE BEDS**

The Juvenile Department received a \$14,467 Award Notice from the Youth Development Division to be used for shelter care beds for Clackamas County youth. The Department proposed to contract for 121 shelter care bed days to be utilized during the 2013-2014 fiscal year. This service provides an alternative to detention for Clackamas County youth that are not able to be returned to their families and for youth that are bumped from detention due to over crowding and no viable family resource exists. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve the attached Grant Award Notice.

Sincerely,

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

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



# JUVENILE ACCOUNTABILITY BLOCK GRANT– CFDA # 16.523

## GRANT AWARD, CONDITIONS AND CERTIFICATIONS

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**PROGRAM TITLE:** Juvenile  
Accountability Block Grant

**GRANT NO:** 2012-6303

**GRANTEE:** Clackamas County

**AWARD:** \$14,467.00

**ADDRESS:** 2121 Kaen Road Oregon  
City 97045

**AWARD PERIOD:** 7/1/13 – 6/30/14

**PROGRAM CONTACT:** Ms. Ellen  
Crawford

**TELEPHONE:** 503.655.8342 ext.3171

**E-MAIL:**  
Ellencra@co.clackamas.or.us  
**FAX:** 503.655.8448

**FISCAL CONTACT:** Ms. Crystal  
Wright

**TELEPHONE:** 503.655.8342 ext. 7112

**E-MAIL:** Crystal@co.clackamas.or.us

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## APPROVED PROGRAM BUDGET

### REVENUE

Juvenile Accountability Block Grant Funds	14,467.00
Matching Funds	1,608.00

**TOTAL REVENUE: \$ 16,075.00**

### EXPENDITURES

Supplies	1,608.000
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**TOTAL EXPENDITURES: \$16,075.00**

This document along with the attached terms and conditions, the grant application, and any other document referenced, constitutes an agreement between the Youth Development Division (YDD) and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and YDD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this

agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to YDD.

## TERMS AND CONDITIONS

### I. CONDITIONS OF AWARD

- A. The Grantee agrees that grant funds will be expended in accordance with the Office of Justice Programs (OJP) and the Office of Budget and Management guidelines, including OMB Circulars A-87 and the OJP Financial Guide.
- B. The Grantee agrees to operate the program as described in the approved application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by YDD to modify the program or budget. YDD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by YDD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- C. The Grantee agrees that grant dollars may be moved between approved budget categories up to ten percent of the total grant amount provided there is no change in program scope and grant funds for administration (including indirect costs) do not exceed ten percent. The YDD must provide prior written approval before cumulative changes exceed ten percent.
- D. The Grantee agrees that the following statement shall be included in all reports, contract procurement documents, and subcontracts funded in whole, or in part, with this grant:

“This program is supported by a Juvenile Accountability Block Grant awarded by the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention to the State of Oregon Youth Development Division.”

- E. Federal Fund Accountability and Transparency Act.  
Grantees receiving federal funding with a total value of \$25,000 or more over the life of the award are required to register in the Central Contractor Registration (CCR) system and have a Data Universal Numbering System (DUNS) number. Grantee may not sub-grant to a provider in excess of \$25,000 unless the provider is registered in the CCR system.
- F. Maintenance, Retention and Access to Records: Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the Office of Justice Programs (OJP) Financial Guide from the Office of the Comptroller, U.S. Department of Justice and apprise itself of all rules and regulations set forth.
  2. Access to Records. YDD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
  3. Audits. If Grantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to YDD within 30 days of completion. If Grantee expends less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal

audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.

4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee 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.

G. Funding.

1. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported program match is in the form of cash match and not in-kind or other federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for JABG grant funded programs during the grant period to support the activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by JABG grant funds. The grantee certifies that match funds required to pay the non-Federal portion of the program shall be in addition to funds that would otherwise be made available to fund programs within the JABG grant guidelines.
2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with JABG grant guidelines.

H. Reports. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.**

1. Progress Reports. The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives. Reports must be received **no later than 45 days following the end of each calendar quarter. Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from YDD to extend a progress report requirement past its due date.
2. Requests for Reimbursement.
  - a. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** Supporting documentation must be kept on file at the program's office for a minimum of 3 years after the close of the grant period. RFRs must be received no later than **45 days following the end of the calendar quarter.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant.** Grantee must receive prior written approval from YDD to extend an RFR requirement past its due date.
  - b. 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 times, dates, and places of travel, and the actual expenses or authorized rates incurred.
  - c. Reimbursements will only be made for actual expenses incurred during the grant period. **The Grantee agrees that no grant funds may be used for expenses incurred before July 1, 2013 or after June 30, 2014.**
  - d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. YDD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
3. Audit Reports. Grantee shall provide YDD copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

- I. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and YDD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, the Youth Development Division, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, the Youth Development Division and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

- J. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the YDD and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.

2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify YDD. The YDD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines

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

- L. Governing Law, Venue, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**

- M. 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, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth in 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. The parties also may communicate by telephone, electronic mail, 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.

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

- O. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).
- P. 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.
- Q. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

## II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds 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. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.
- C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the YDD and the Federal Government in the performance of this agreement, including but not limited to:
  - 1. Financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
  - 2. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
  - 3. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
  - 4. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
  - 5. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
  - 6. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
  - 7. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
  - 8. Clean Air Act, 42 USC 7401 et seq.

9. Clean Water Act, 33 USC 1368 et seq.
10. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
11. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
12. Endangered Species Act of 1973, 16 USC 1531 et seq.
13. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
14. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
15. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
16. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
17. Indian Self-Determination Act, 25 USC 450f.
18. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
19. Animal Welfare Act of 1970, 7 USC 2131 et seq.
20. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
21. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
  - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - b. Title IV of the Civil Rights Act of 1964, as amended;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended;
  - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
  - e. Title IX of the Education Amendments of 1972;
  - f. The Age Discrimination Act of 1975;
  - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
  - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
  - i. The Department of Justice regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 CFR Part 38.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Youth Development Division (YDD). YDD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

- E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting

discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

The Grantee agrees that the person in its agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit a copy of any findings made within the last three years prior to the grant award and findings made during the project period to the federal Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- F. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Grantee must maintain a current copy on file, which meets the applicable requirements.

- G. Services to Limited English Proficient (LEP) Persons. Recipients of federal financial assistance are required to take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that grantees have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.
- H. National Environmental Policy Act (NEPA): Special Condition for U.S. Department of Justice Grant Programs.
1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    - a. new construction;
    - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
    - c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
    - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office of Juvenile Justice and

Delinquency Prevention, agrees to cooperate with the Office of Juvenile Justice and Delinquency Prevention in any preparation by the Office of Juvenile Justice and Delinquency Prevention of a national or program environmental assessment of that funded program or activity.

- I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing a drug-free awareness program to inform employees about:
    - a. The dangers of drug abuse in the workplace;
    - b. The Grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
  4. Notifying the employee that, as a condition of employment under the award, the employee will:
    - a. Abide by the terms of the statement; and
    - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
  5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
  6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination; or
    - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
  7. Making a good faith effort to continue to maintain a drug-free workplace.

### III. Suspension or Termination of Funding

The Youth Development Division may suspend funding in whole or in part, terminate funding, or impose another sanction on a Formula grant recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of the federal Formula grant guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
- C. Failure to adhere to the requirements of the grant award and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline.

Before imposing sanctions, the Youth Development Division will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.



#### IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows:

- A. Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

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Iris Bell, Executive Director  
Youth Development Division  
775 Court St NE  
Salem, OR 97301  
(503) 378-6250

Date

---

Signature of Authorized Grantee Official

Date

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Name/Title



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

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

July 11, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon acting by and through Oregon Youth Authority for Individualized Service Funds

The Clackamas County Juvenile Department requests the approval of an Intergovernmental Agreement with the State of Oregon acting by and through Oregon Youth Authority. Services to be provided under this contract include various wrap around services for youth and families, such as individual and group therapy, psychological evaluations, GED testing and classes, bus passes, various pro-social activities or classes for the youth to be engaged in, etc. Total amount of this agreement is \$70,842.00. Funds are budgeted for fiscal year 2013-2015 to cover this agreement. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate June 30, 2015.

RECOMMENDATION:

We recommend the approval of this Agreement.

Respectfully submitted,

  
Ellen Crawford  
Director

For information on this issue or copies of attachments please contact Crystal Wright at (503) 655-8342 ext 3171

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

STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
Individualized Services



Agreement # 12692

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called "OYA" or "Agency", and **CLACKAMAS COUNTY**, hereafter called "County".

Agency's **Contract Administrator** for this Agreement is: Philip Cox Phone Number: (503) 373-7531  
Address: 530 Center St NE, Suite 200, Salem, Oregon 97301

**1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2013**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2015**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

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

**3. Consideration**

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$70,842.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

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

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

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

**5. Independent Contractor; Responsibility for Taxes and Withholding**

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

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

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

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

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

#### **6. Subcontracts, Successors, and Assignments**

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

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

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

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

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

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

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

b. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

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

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

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

## 10. Intellectual Property & Open Source

**Definitions.** As used in this Contract, the following terms have the meanings set forth below:

a. "Contractor Intellectual Property" means any intellectual property owned by County and developed independently from Services.

b. "Open Source Elements" means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.

c. "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or County.

d. "Work Product" means all Services and Goods County delivers or is required to deliver to Agency pursuant to this Contract.

i. **New Works.** All intellectual property rights in the Work Product created by County under this Contract shall be the exclusive property of Agency. All Work Product authored by County under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent Agency is not the owner of the intellectual property rights in such Work Product, County hereby irrevocably assigns to Agency any and all of its rights, title, and interest in such Work Product. Upon Agency's reasonable request, County shall execute such further documents and instruments reasonably necessary to fully vest such rights in Agency. County forever waives any and all rights relating to such Work Product created under this Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

ii. **Contractor Intellectual Property.** If intellectual property rights in the Work Product are Contractor Intellectual Property, County hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.

iii. **Third Party Intellectual Property.** To the extent County has the authority, County shall sublicense or pass through to Agency all Third Party Intellectual Property. County represents and warrants that it has provided written disclosure to Agency of all Third Party Intellectual Property that must be independently licensed by Agency to fully enjoy the benefit of the Work Product. If County failed to provide such written disclosure, County shall secure on the Agency's behalf and in the name of the Agency, an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

iv. **Open Source Approval and Notice.** Any Open Source Elements in the Work Product must be approved in advance and in writing by Agency. If Agency approves the use of Open Source Elements, County shall:

- a. Notify Agency in writing that the Work Product contains Open Source Elements;
- b. Identify the specific portion of the Work Product that contain Open Source Elements; and
- c. Provide a copy of the applicable license for each Open Source Element to Agency.

## 11. Contribution

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

b. With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments,

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

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

## **12. Default; Remedies; Termination.**

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

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

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

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

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

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

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

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

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

(iv) exercise of its right of setoff.

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

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

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

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

made.

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

**e. Termination.**

(i) County Termination.

(A) County may terminate this Agreement in its entirety for its convenience, upon 90 days advance written notice to the Agency.

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

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

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

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

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

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

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

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

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

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

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

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

**14. Records Maintenance; Access.** County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted

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

**15. Compliance with Applicable Law.** County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

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

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

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

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



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

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

**22. Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Criminal History Checks:** The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181.010, 420A.010 (11) and 420A.021).

**24. Confidentiality of Information.**

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

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

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

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

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

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

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

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

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

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

**31. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all subcontractors to comply with the following:

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

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

**32. Alternative Dispute Resolution**

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

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**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF WORK:**

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

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

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

Individualized services requested shall be:

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

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

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

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

AGENCY: Philip Cox, Assistant Director, Community Services  
(503) 373-7531  
530 Center Street NE, Suite 200, Salem, Oregon, 97301

COUNTY: Ellen Crawford, Juvenile Department Director  
(503) 655-8342 x 3171  
2121 Kaen Road, Oregon City, Oregon 97045

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

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

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Approved as to legal sufficiency  
Clackamas County County Counsel

By email dated 6/25/2013  
Scott Ciecko

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

John Paul Jones  
Manager of Budget and Contracts

Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the **Attorney General's Office**: (Required if total amount owing under the Agreement, including amendments, exceeds \$150,000)

By:   N/A   Date: \_\_\_\_\_

Assistant Attorney General

Reviewed by **OYA Contracts Specialist**:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

**1.6 Individualized Services Referral Form:** Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Supervising Representative for authorization of services under this Agreement. The form shall include:

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

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement.

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

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

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

All of the information required in the synopsis is available in the youth offender's case/reformation plan. The synopsis shall include:

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

The synopsis shall be detailed and in the following format:

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

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

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

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

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

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

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

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

**2. CONSIDERATION:**

**2.1** As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$70,842.00**.

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

**2.3** Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with the Office of Management and Budget (OMB) Circular A 122 as revised from time to time.

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

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

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

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

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

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

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

### **3. PAYMENT:**

**3.1** County shall submit monthly or quarterly invoices with an attached synopsis as identified in subsection 1.8 of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. Copies of the invoices and receipts shall be retained by County for 24 months after the end date of this Agreement and shall be made available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Supervising Representative outlined in subsection 1.3 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

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

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

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

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

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

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

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

#### **4. AMENDMENT:**

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

#### **5. CONFLICT OF INTEREST**

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

#### **6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY**

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



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

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

#### **7. CRIMINAL HISTORY RECORDS CHECK**

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

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

**EXHIBIT B  
SUBCONTRACTOR REQUIREMENTS**

**1. Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2. Subcontractor Insurance Requirements**

**A. GENERAL.**

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

**B. TYPES AND AMOUNTS.**

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. **PROFESSIONAL LIABILITY**

Required by Agency     Not required by Agency.

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 the Agency:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency  Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. 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 the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

Required by Agency  Not required by Agency.

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 Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Subcontract is greater than \$15,000.00, 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.
- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County 's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. 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).
- F. 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.



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

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

July 11, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the State of Oregon  
acting by and through its Oregon Youth Authority for Juvenile Crime  
Prevention Basic and Diversion Services

The Clackamas County Juvenile Department requests the approval of an Intergovernmental Agreement with the State of Oregon acting by and through its Oregon Youth Authority for Juvenile Crime Prevention Basic and Diversion Services. Services to be provided under this contract include juvenile sex offender treatment, shelter care beds, day treatment, mediation services, and secure detention services. These services implement and fulfill the Juvenile Crime Prevention and Diversion Plan requirements.

Total amount of this agreement is \$1,796,958.00. Funds are budgeted in the Juvenile Crime Prevention grant stream for fiscal year 2013-2015 to cover this agreement. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate June 30, 2015.

**RECOMMENDATION:**

We recommend the approval of this Agreement.

Respectfully submitted,

  
Ellen Crawford  
Director

For information on this issue or copies of attachments  
please contact Crystal Wright at (503) 655-8342 ext 3171

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

**AGREEMENT #12654**

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT**

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its Oregon Youth Authority ("OYA") and Clackamas County, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

**1. Effective Date and Duration.** This Agreement shall become effective as of July 1, 2013. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2015.

**2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits	
Exhibit A	Definitions
Exhibit B	Terms and Conditions
Exhibit C	Program Requirements
Exhibit D	Provider Requirements
Exhibit E	Funding
Exhibit F	Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-E are attached; Exhibit F is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

STATE OF OREGON ACTING BY AND THROUGH ITS  
OREGON YOUTH AUTHORITY

By: \_\_\_\_\_  
Name: John Paul Jones  
Title: Budget and Contracts Manager  
Date: \_\_\_\_\_

COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED FOR LEGAL SUFFICIENCY

By: Approved via E-mail  
Name: Susan L. Amesbury  
Title: Senior Assistant Attorney General  
Date: June 14, 2013

By Approved by email  
Scott Ciecko  
County Counsel  
June 25, 2013

Reviewed by OYA Contract Specialist: \_\_\_\_\_ Date: \_\_\_\_\_

becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

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

**26. Force Majeure.** Neither OYA 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 OYA 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.

**27. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

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

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

**28. Criminal History Checks.** The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets the OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

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

**29. 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.



**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT C  
PROGRAM REQUIREMENTS**

**1. Outcomes.** County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction (or maintenance) in the use of beds in OYA's Close Custody Facilities by youth from County at a level at or below the Discretionary Bed Allocation.

**2. Management of Discretionary Bed Allocation.**

a. County shall use its best efforts to implement the Service Plan in such a manner that the number of youth from County residing in beds at OYA's Close Custody Facilities does not exceed, at any time during the term of this Agreement, the Discretionary Bed Allocation. The Discretionary Bed Allocation formula allows for the Discretionary Bed Allocation to change based upon the availability of discretionary beds at OYA's Close Custody Facilities. With the prior written approval of OYA, County may join a regional group of counties for purposes of managing its Discretionary Bed Allocation. If County joins such a group, County shall be deemed to have exceeded its Discretionary Bed Allocation under this Agreement only if the total number of youth, from all counties in the group, residing in beds at OYA's Close Custody Facilities exceeds the sum of the Discretionary Bed Allocation for each of the counties in the group.

b. If County exceeds its Discretionary Bed Allocation for ninety (90) or more consecutive days, OYA may, in its sole discretion, withhold all or a portion of the funds for Diversion Services until the County reduces its utilization to a level at or below the Discretionary Bed Allocation. County shall work with OYA through the Local Co-Management Agreement to meet the Discretionary Bed Allocation.

**3. JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

**4. Diversion Services Target Population and Funded Services.** County shall target its Diversion Services to the Target Population for Diversion Services.

a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.

b. Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:

(i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.

(ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

**5. Service Plan**

a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2011-2013 biennium. Until the Service Plan for the 2013-2015 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2011-2013 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2013-2015 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2011-2013 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

(i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

(ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

b. **Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 5.a. of this Section.

c. **Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

**6. Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

**7. Amendment to Service Plan**

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 7, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 7.a and 7.b, or that comply with Sections 7.a and 7.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

**8. Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

**9. Reporting and Documentation**

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

#### **10. Youth Specific Reporting and Required Documentation**

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

#### **11. Other Agreement Requirements.**

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan, specifically the Diversion Services portion of the Service Plan;

(v) Programs and services used by the County to stay within its Discretionary Bed Allocation.

(vi) Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. County shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close

Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT D  
PROVIDER REQUIREMENTS**

**1. Indemnification by Providers**

County shall take all reasonable steps to cause its Provider(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 Provider or any of the officers, agents, employees or subcontractors of the Provider( "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 Provider from and against any and all Claims.

**2. Provider Insurance Requirements**

**A. GENERAL.**

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts 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 Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.

B. 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. PROFESSIONAL LIABILITY

Required by Agency  Not required by Agency.

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

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency  Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. 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 the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount]

per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

Required by Agency  Not required by Agency.

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 Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Provider Contract is greater than \$15,000.00, 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 Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.



- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider 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 Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider 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 Provider may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. NOTICE OF CANCELLATION OR CHANGE. The Provider 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).
- F. CERTIFICATE(S) OF INSURANCE. County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT E  
FUNDING**

<b>SERVICE</b>	<b>TOTAL</b>
DIVERSION	\$824,961.00
JCP BASIC	\$971,997.00
<b>GRAND TOTAL</b>	<b>\$1,796,958.00</b>

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 7 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 7 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT A  
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Discretionary Bed Allocation”** or **“DBA”** means the maximum number of youth from the County who may reside in beds at OYA’s Close Custody Facilities. The method for calculating the maximum number of youth is set forth in OYA’s administrative rules, OAR 416-410-0010 through 416-410-0060. For the purposes of this Agreement, at a minimum, the following youth from the County shall be considered to be residing in beds at OYA’s Close Custody Facilities:
  - a. Youth committed to the custody of the OYA for placement at a Close Custody Facility by the juvenile court of jurisdiction under ORS 419C.478, and
  - b. Youth whose parole from a Close Custody Facility has been revoked under the provisions of ORS 420.045, 420A.115 or 420A.120, except youths whose parole has been revoked and who were originally committed for Rape in the first degree, ORS 163.375, Sodomy in the first degree, ORS 163.405, and Unlawful Sexual Penetration in the first degree, ORS 163.411.

Youth placed at a Close Custody Facility due to administrative transfer from the Department of Corrections under ORS 420.011(2) and those youth placed in Public Safety Reserve Bed Space in accordance with OYA administrative rules OAR 416-410-0010 and 416-410-0020, shall, for purposes of this Agreement, not be counted against the DBA.

10. **“Diversion Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
11. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.
12. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
13. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
14. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
15. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
16. **“OYA”** means the Oregon Youth Authority.
17. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.
18. **“Public Safety Reserve Bed Space”** means those beds in OYA’s Close Custody Facilities that are reserved for youth who have committed offenses designated by the OYA in its administrative rules OAR 416-410-0010 and 416-410-0020.
19. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
20. **“Service Plan”** means the County’s plan for 2013-2015 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2013-2015 has been developed and approved as described above, the term "Service Plan" has the meaning set forth in Exhibit C, Section 5.
21. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
22. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not to limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
  - a. Antisocial behavior;
  - b. Poor family functioning or poor family support;

- c. Failure in school;
- d. Substance abuse problems; or
- e. Negative peer association.

**23. "Target Population for Diversion Services"** means youth offenders ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT B  
TERMS AND CONDITIONS**

**1. Payment and Recovery of Funds.**

**a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.

**b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.

**c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:

(i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.

(ii) No default as described in Section 7 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.

(iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA.

(v) OYA has received from County and approved the County's Service Plan for the 2013-2015 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 7 on or prior to the date of the payment request.

(vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.

(vii) With respect only to payment of Diversion Services funds, County has not exceeded its Discretionary Bed Allocation for ninety (90) or more consecutive days.

**d. Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit

B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

(i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.

(iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.

(v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

## 2. Representations and Warranties.

a. County represents and warrants as follows:

(i). **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.

(ii). **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does 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 other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

(iii). **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.

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

b. OYA represents and warrants as follows:

(i). **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

(ii). **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does 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 (3) does 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 OYA is a party or by which OYA 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 OYA of this Agreement, other than approval by the Department of Justice if required by law.

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

(iv). **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.

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

3. **Expenditure of Funds.** County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.

b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.

c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.



d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date or after the termination date of this Agreement.

e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. **Expenditure Reports.** County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan.

5. **Provider Contracts.** Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. **Records Maintenance, Access and Confidentiality.**

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

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

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

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

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

7. **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, including but not limited to, County's failure to comply with the Service Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

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

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues 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).

**8. OYA Default.** OYA shall be in default under this Agreement upon the occurrence of any of the following events:

a. OYA 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 OYA herein or in any documents or reports made by OYA in connection herewith that are reasonably relied upon by County to measure performance by OYA is untrue in any material respect when made.

**9. Termination.**

a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:

(i) For its convenience, upon 90 days advance written notice to OYA.

(ii) Upon 30 days advance written notice to OYA, if OYA 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.

(iii) Upon 45 days advance written notice to OYA, 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.

(iv) Immediately upon written notice to OYA, 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. **OYA Termination.** OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:

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

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

(iii) Immediately upon written notice to County if Oregon 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 OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.

(iv) 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 OYA may specify in the notice.

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

(vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

## 10. Effect of Termination

a. **Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

b. **Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA.

c. **Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

**11. Unilateral Modification.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

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

To OYA: Philip Cox  
Oregon Youth Authority  
530 Center St. NE, Suite 200  
Salem, Oregon 97301-3765  
Voice: 503-373-7531  
Facsimile: 503-373-7921  
E-mail: Philip.Cox@oya.state.or.us

To County: Ellen Crawford  
Clackamas County Juvenile Dept.  
2121 Kaen Rd.  
Oregon City, Oregon 97045  
Voice: 503-655-8342 ex 3171  
Facsimile: 503-655-8448  
E-Mail: ellencr@co.clackamas.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

**13. 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.

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

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

**16. Compliance with Applicable Law.** Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, 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. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

**17. Assignments, Successors in Interest.**

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

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

**18. No Third Party Beneficiaries.** OYA 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 OYA to assist and enable OYA 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.

**19. Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**20. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 5.a and 7.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from 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.

**21. 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.

**22. Construction.** The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

**23. Contribution**

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

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

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

**24. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, 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.

**25. Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA



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

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

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**25. Ownership of Intellectual Property.**

**a.** Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).

**b.** If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA

becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

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

**26. Force Majeure.** Neither OYA 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 OYA 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.

**27. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

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

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

**28. Criminal History Checks.** The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets the OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

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

**29. 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT C  
PROGRAM REQUIREMENTS**

**1. Outcomes.** County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction (or maintenance) in the use of beds in OYA's Close Custody Facilities by youth from County at a level at or below the Discretionary Bed Allocation.

**2. Management of Discretionary Bed Allocation.**

a. County shall use its best efforts to implement the Service Plan in such a manner that the number of youth from County residing in beds at OYA's Close Custody Facilities does not exceed, at any time during the term of this Agreement, the Discretionary Bed Allocation. The Discretionary Bed Allocation formula allows for the Discretionary Bed Allocation to change based upon the availability of discretionary beds at OYA's Close Custody Facilities. With the prior written approval of OYA, County may join a regional group of counties for purposes of managing its Discretionary Bed Allocation. If County joins such a group, County shall be deemed to have exceeded its Discretionary Bed Allocation under this Agreement only if the total number of youth, from all counties in the group, residing in beds at OYA's Close Custody Facilities exceeds the sum of the Discretionary Bed Allocation for each of the counties in the group.

b. If County exceeds its Discretionary Bed Allocation for ninety (90) or more consecutive days, OYA may, in its sole discretion, withhold all or a portion of the funds for Diversion Services until the County reduces its utilization to a level at or below the Discretionary Bed Allocation. County shall work with OYA through the Local Co-Management Agreement to meet the Discretionary Bed Allocation.

**3. JCP Basic Services Target Population and Funded Services.** County shall target its Basic Services to the Target Population for Basic Services.

a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:

- (i) Antisocial behavior.
- (ii) Poor family functioning or poor family support.
- (iii) Failure in school.
- (iv) Substance abuse problems.
- (v) Negative peer associations.

b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

**4. Diversion Services Target Population and Funded Services.** County shall target its Diversion Services to the Target Population for Diversion Services.

**a.** Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.

**b.** Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:

**(i)** Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.

**(ii)** Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

**5. Service Plan**

**a. Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2011-2013 biennium. Until the Service Plan for the 2013-2015 biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2011-2013 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2013-2015 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2011-2013 biennium and be incorporated into and be a part of this Agreement in accordance with Section 2 of this Agreement, without any further action on the part of the parties.

**(i)** The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.

**(ii)** All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

**b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 5.a. of this Section.

**c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

**6. Cultural Competency.** County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

**7. Amendment to Service Plan**

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 7, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

a. The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.

b. County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.

c. County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.

d. All changes to the Service Plan budget which comply with Sections 7.a and 7.b, or that comply with Sections 7.a and 7.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

**8. Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents or guardian of the youth of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

**9. Reporting and Documentation**

a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.

b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS.

c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

#### 10. Youth Specific Reporting and Required Documentation

a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:

(i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.

(ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.

(iii) Documentation of any mental health treatment;

(iv) Past and current prescribed psychotropic medication history;

(v) Past and existing suicidal ideation and behaviors;

(vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;

(vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.

b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

#### 11. Other Agreement Requirements.

a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:

(i) Disposition of parole violations;

(ii) Community Programs;

(iii) Plan for providing detention back-up and back up to Community Programs;

(iv) A process for making Close Custody Facility placement and parole decisions in accordance with the Service Plan, specifically the Diversion Services portion of the Service Plan;

(v) Programs and services used by the County to stay within its Discretionary Bed Allocation.

(vi) Revocation Hearings in the community prior to returning a youth to a bed at an OYA Close Custody Facility. County shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close

Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT D  
PROVIDER REQUIREMENTS**

**1. Indemnification by Providers**

County shall take all reasonable steps to cause its Provider(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 Provider or any of the officers, agents, employees or subcontractors of the Provider( "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 Provider from and against any and all Claims.

**2. Provider Insurance Requirements**

A. GENERAL.

County shall require its first tier Provider(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the Providers perform under contracts between County and the Providers (the "Provider Contracts"), and ii) maintain the insurance in full force throughout the duration of the Provider Contracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. County shall not authorize Providers to begin work under the Provider Contracts 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 Provider Contracts permitting it to enforce Provider 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 Provider Contracts as permitted by the Provider Contracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Provider to work under a Provider Contract when the County is aware that the Provider is not in compliance with the insurance requirements. As used in this section, a "first tier" Provider is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the Provider enters into a contract.



B. 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. PROFESSIONAL LIABILITY

Required by Agency  Not required by Agency.

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

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency  Not required by Agency.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the Agency. 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 the Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount]

per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

Required by Agency  Not required by Agency.

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 Agency:

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

C. ADDITIONAL INSURED. If the total amount payable under the Provider Contract is greater than \$15,000.00, 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 Provider's activities to be performed under the Provider Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Provider 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 Provider Contract, for a minimum of 24 months following the later of : (i) the Provider's completion and County 's acceptance of all Services required under the Provider Contract or, (ii) the expiration of all warranty periods provided under the Provider Contract. Notwithstanding the foregoing 24-month requirement, if the Provider 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 Provider may request and Agency may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If Agency approval is granted, the Provider shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. NOTICE OF CANCELLATION OR CHANGE. The Provider 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).
- F. CERTIFICATE(S) OF INSURANCE. County shall obtain from the Provider a certificate(s) of insurance for all required insurance before the Provider performs under the Provider Contract. 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.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES  
INTERGOVERNMENTAL AGREEMENT  
EXHIBIT E  
FUNDING**

<b>SERVICE</b>	<b>TOTAL</b>
DIVERSION	\$824,961.00
JCP BASIC	\$971,997.00
<b>GRAND TOTAL</b>	<b>\$1,796,958.00</b>

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 7 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 7 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

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

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Parrott Creek Child and Family Services to  
Provide Shelter Services to Youth Residing in Clackamas County  
Under the Jurisdiction of Clackamas County Juvenile Court

<b>Purpose/Outcomes</b>	Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$291,468.
<b>Funding Source</b>	These beds are funded through JCP Basic, Diversion, and general fund dollars.
<b>Safety Impact</b>	Shelter care is an integral part of the Juvenile Department's continuum of service model. This resources allows youth to be placed outside their community when their behavior is creating a public safety concern or they have severe family dysfunction.
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014 with the option to renew for up to four additional one year terms.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	N/A

**BACKGROUND:**

Attached is a Contract for professional shelter services between Clackamas County Juvenile Department and Parrott Creek Child and Family Services (PCR). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and are otherwise ineligible for juvenile detention. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

The contract with PCR is for \$291,468, for six shelter care beds providing shelter care and assessment services beginning July 1, 2013 through June 30, 2014. Since Parrott Creek Child and Family Services are located within Clackamas County, it gives youth and families the opportunity to receive much needed services within the county and allows families to participate in family therapy. Sixty percent of the funds to pay for these services comes from a state juvenile crime prevention grant, state diversion grant and general fund, with the balance (40%) coming from federal Medicaid monies that the Juvenile Department now has access to.

This contract is one of three the County maintains to provide the services. The other contracts are with Boys and Girls Aid and Christian Community Placement Center. All three providers have been selected through a Request for Qualifications process.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board approval of the contract with Parrott Creek Child and Family Services to Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. Staff recommends delegating authority to sign contract renewals to the Juvenile Department Director.

Respectfully submitted,



Ellen Crawford, Director  
Juvenile Department

Placed on the Agenda of July 11, 2013 by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 11, 2013

MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS

Please place on the Board Agenda of July 11, 2013, approval of a contract with Parrott Creek Child and Family Services to provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. This contract was requested by Ellen Crawford, Juvenile Department Director, extension 3171.

This contractor was selected through a Request for Proposal process. Parrott Creek Child and Family is one of three contractors chosen to provide these services.

The amount of this contract is \$291,468. Funds are budgeted in FY 2013/2014.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff respectfully requests approval of the contract with Parrott Creek Child and Family Services to provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. Staff also requests that the Board delegate authority to the Juvenile Department Director to sign contract renewals for this project.

Respectfully submitted,

Tom Averett, CPPB  
Buyer



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

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

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Boys and Girls Aid to  
Provide Shelter Services to Youth Residing in Clackamas County  
Under the Jurisdiction of Clackamas County Juvenile Court

<b>Purpose/Outcomes</b>	Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$145,734.
<b>Funding Source</b>	These beds are funded through general fund dollars.
<b>Safety Impact</b>	Shelter care is an integral part of the Juvenile Department's continuum of service model. This resources allows youth to be placed outside their community when their behavior is creating a public safety concern or they have severe family dysfunction.
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014 with the option to renew for up to four additional one year terms.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	N/A

**BACKGROUND:**

Attached is a Contract for professional shelter services between Clackamas County Juvenile Department and Boys and Girls Aid (BGAID). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and are otherwise ineligible for juvenile detention. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

The contract with BGAID is for \$145,734, for three shelter care beds providing shelter care and assessment services beginning July 1, 2013 through June 30, 2014. Sixty percent of the funds to pay for these services comes from the general fund, with the balance (40%) coming from federal Medicaid monies that the Juvenile Department now has access to.

This contract is one of three the County maintains to provide the services. The other contracts are with Parrott Creek Child and Family Services and Christian Community Placement Center. All three providers have been selected through a Request for Qualifications process.

County Counsel has reviewed this contract.



**RECOMMENDATION:**

Staff recommends the Board approval of the contract with Boys and Girls Aid Society to Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. Staff recommends delegating authority to sign contract renewals to the Juvenile Department Director.

Respectfully submitted,



Ellen Crawford, Director  
Juvenile Department

Placed on the Agenda of July 11, 2013 by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 11, 2013

MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS

Please place on the Board Agenda of July 11, 2013, approval of a contract with Boys and Girls Aid to provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. This contract was requested by Ellen Crawford, Juvenile Department Director, extension 3171.

This contractor was selected through a Request for Proposal process. Boys and Girls Aid is one of three contractors chosen to provide these services.

The amount of this contract is \$145,734. Funds are budgeted in FY 2013/2014.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff respectfully requests approval of the contract with Boys and Girls Aid to provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. Staff also requests that the Board delegate authority to the Juvenile Department Director to sign contract renewals for this project.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Averett". The signature is written in a cursive, flowing style.

Tom Averett, CPPB  
Buyer



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

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

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Christian Community Placement Center to  
Provide Shelter Services to Youth Residing in Clackamas County  
Under the Jurisdiction of Clackamas County Juvenile Court

<b>Purpose/Outcomes</b>	Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$145,734.
<b>Funding Source</b>	These beds are funded through Juvenile Accountability Block Grant and general fund dollars.
<b>Safety Impact</b>	Shelter care is an integral part of the Juvenile Department's continuum of service model. This resources allows youth to be placed outside their community when their behavior is creating a public safety concern or they have severe family dysfunction.
<b>Duration</b>	Effective July 1, 2013 and terminates on June 30, 2014 with the option to renew for up to four additional one year terms.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	N/A

**BACKGROUND:**

Attached is a Contract for professional shelter services between Clackamas County Juvenile Department and Christian Community Placement Center (CCPC). The juvenile department must have short term and immediate shelter care resources for those youth not able to be returned to their families and are otherwise ineligible for juvenile detention. Youth placed into shelter care will receive, in addition to the shelter home, case management and assessment services.

The contract with CCPC is for \$145,734, for three shelter care beds providing shelter care and assessment services beginning July 1, 2013 through June 30, 2014. Sixty percent of the funds to pay for these services comes from a state JAIBG grant and general fund, with the balance (40%) coming from federal Medicaid monies that the Juvenile Department now has access to.

This contract is one of three the County maintains to provide the services. The other contracts are with Parrott Creek Child and Family Services and Boys and Girls Aid Society. All three providers have been selected through a Request for Qualifications process.

County Counsel has reviewed this contract.

**RECOMMENDATION:**

Staff recommends the Board approval of the contract with Christian Community Placement Center to Provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. Staff recommends delegating authority to sign contract renewals to the Juvenile Department Director.

Respectfully submitted,



Ellen Crawford, Director  
Juvenile Department

Placed on the Agenda of July 11, 2013 by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

July 11, 2013

MEMORANDUM TO THE BOARD OF COUNTY  
COMMISSIONERS

Please place on the Board Agenda of July 11, 2013, approval of a contract with Christian Community Placement Center to provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. This contract was requested by Ellen Crawford, Juvenile Department Director, extension 3171.

This contractor was selected through a Request for Proposal process. Christian Community Placement Center is one of three contractors chosen to provide these services.

The amount of this contract is \$145,734. Funds are budgeted in FY 2013/2014.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully requests approval of the contract with Christian Community Placement Center to provide Shelter Services to Youth Residing in Clackamas County Under the Jurisdiction of Clackamas County Juvenile Court. Staff also requests that the Board delegate authority to the Juvenile Department Director to sign contract renewals for this project.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Averett".

Tom Averett, CPPB  
Buyer



**Dave Cummings**  
Chief Information Officer

**INFORMATION SERVICES**

**INFORMATION SERVICES BUILDING**  
121 LIBRARY COURT | OREGON CITY, OR 97045

July 11, 2013

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAP Intergovernmental Agreement Contract # 3036  
with the Oregon Department of Revenue for  
Digital GIS Tax Lot Conversion

<b>Purpose/Outcomes</b>	This IGA will provide funding to continue the conversion of paper survey documents and Assessment maps to a digital GIS database as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$30,550 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The County matches \$35,000 annually, typically 35% of the amount the State provides.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Safety Impact</b>	Provides emergency/first responders with more accurate property boundary mapping capabilities and location services through GIS applications
<b>Duration</b>	Terminates June 30, 2014
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue twice a year in varying amounts.
<b>Contact Person</b>	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

**BACKGROUND:**

This program, legislated in 1999 as ORS 306.135, provides for the funding of GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our Spring 2013 award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows uses of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the

County's Surveyor. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement Contract # 3036 with the State of Oregon Department of Revenue for the continued conversion of paper survey documents and Assessment maps to a digital GIS database.

Respectfully submitted,

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

David Cummings  
CIO

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT # 3036**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

**I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION**

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$30,550 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *June 30, 2014* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *July 30, 2014*.

**II. DISBURSEMENTS.**

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the



County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.

- C. **Disallowed Costs.** The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. **Cost Savings.** Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. **No Duplicate Payment.** The County shall not be compensated for, or receive any other 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.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

### IV. CONDITIONS TO DISBURSEMENT

- A. **Conditions Precedent to Disbursement.** The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.

- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In

addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

## VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
  2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County

shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
  2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
  3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County 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 provisions held to be invalid.
- F. 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 the Department or the County at the 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 mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. 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 Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON

THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, 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.

**DEPARTMENT:**

State of Oregon, acting by and through its  
Department of Revenue

**COUNTY:**

Clackamas County

By: \_\_\_\_\_  
Jennifer Jolley, Contracts Administrator

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: (503) 945-8403

Telephone: \_\_\_\_\_

Fax No: (503) 945-8382

Fax No: \_\_\_\_\_

**Authorized Agency Signature**

By: \_\_\_\_\_  
Stephanie Lehman, Contracts Manager

Date: \_\_\_\_\_

# EXHIBIT A

COUNTY PROPOSAL FOLLOWS

## ORMAP Grant Application Addendum – Alternate Funding Request

**Section B: Grant / Fund / Award Information**

<b>a. County:</b> Clackamas	<b>b. Funding Cycle (Spring or Fall / Year):</b> Spring 2013
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<b>c. Original Grant Request:</b> \$ 33,600
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Reduction percentage and award amount to be filled in by Department of Revenue

<b>d. Reduction Percentage:</b> 9%	<b>e. Awarded Amount:</b> \$ 30,550
------------------------------------	-------------------------------------

Please provide the following additional information to help us understand the impact of reductions in varying amounts to your original grant request if there are insufficient funds available to provide 100% funding. Please note at what point the reduction requested would make the project impossible to undertake.

**Section C: Additional Information**

**If you received a request grant amount how would it affect the following:**

1. What will your deliverable be with this reduction (that is, the number of tax lots, tax maps, or control points)?

Slight decrease in the number of tax lots – a reduction of 109 tax lots to 1,091.

2. How will this reduction affect your current methodology, if at all?

No change

3. How will this reduction affect your county’s remapping completion date?

Expect no change in completion date.

<b>Mail</b>	<b>Contact Information</b>
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division - CDOT 955 Center St. NE Salem OR 97301-2555	503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>



# ORMAP Grant Application

<b>Section 1: Applicant Information</b>			
<b>A. County:</b> Clackamas		<b>B. Funding Cycle:</b> Spring 2013	
<b>C. Project will help meet ORMAP Goal(s):</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/>		<b>D. Fund Request:</b> \$33,600	
<b>Project Description</b>			<b>Department Assessment</b>
<b>Project Description</b>			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<p>This project is a continuation of Clackamas County's ORMAP tax lot re-mapping project. The funds requested for this period will be used to digitally capture, rectify, annotate, and prepare tax lots for map production using COGO techniques. With full funding, approximately 1200 rural tax lots will be completed to ORMAP standards for this project period.</p>			
<b>Steps and Deliverables</b>			
<b>Check</b>	<b>Deliverables</b>	<b>Brief description of the deliverables</b>	
X	Tax Lot Conversion	Conversion of paper plats and surveys using COGO or digitizing techniques for rural tax lots to a GIS layer.	
<input type="checkbox"/>	Tax Map Conversion		
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
<b>Project Budget</b>			
<b>June 30, 2014</b>			
<b>Project Budget</b>			
<b>Deliverable</b>	<b>Number of Items</b>	<b>Cost per Item</b>	<b>Total Cost</b>
Tax Lot Conversion (COGO/ Annotate)	1200 tax lots	\$28/tax lot	\$33,600
County contribution (Detailed below)			\$50,000
<b>Total for project</b>			<b>\$83,600</b>
<b>Project Budget Breakdown</b>			
<b>Clackamas County Surveyor</b>		\$10,000 – Control points	
<b>Clackamas County Assessor's Office</b>		\$15,000 - New plat maintenance, plat and deed research, quality control, cartographic QC.	
<b>Clackamas County GIS</b>		\$25,000 –QC/ prep for map production/rectify to control/project management/problem tax lot conversion	
<b>Applicant Signature &amp; Date</b>			
<b>Applicant Signature &amp; Date</b>		Eric Bohard 503-723-4814	

Eric Bohard, Technical Services Division Manager
ericboh@co.clackamas.or.us
503-723-4814
Clackamas County Technical Services 121 Library Court Oregon City, OR 97045

**A. Overview**

**1. Describe what the project is trying to accomplish.**  
 Clackamas County is continuing to undergo a tax lot enhancement project to increase the relative precision of our current tax lot GIS data layer. Though Clackamas County has a complete digital GIS tax lot layer, some of the previous GIS mapping efforts are simply cartoon representations of ownership tax lots and have a wide level of accuracy confidence. Hence, the focus of this project is to complete re-mapping tax lots in the County to meet the accuracy levels described in ORMAP technical specifications.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**  
 The project will cover only rural tax lots in selected parts of the County where acceptable survey ground control exists. Urban tax lots are already completed.

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a "status map" of your county.)**  
 Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban tax lots. Since then, beginning with the Spring 2007 contract, the efforts have shifted to rural tax lots. A breakdown of our status of the funded projects is as follows:

Urban/UGB Tax Lots: (\$270,500 approved funding - previous contracts since the inception of ORMAP not including the contracts below)

Total Urban Tax Lots:	108,565
Tax Lots Completed (COGO, rectified, and annotated)	108,565 (100%)

Rural Tax Lots: (\$208,417 approved funding, contracts 1801, 1849, 1922, 2295, 2351, 2421, 2467, 2507, 2876, 2966, and 2995)

Total Rural Tax Lots:	45,625
Tax Lots Completed*:	26,454 (58%)

\*7,396 additional parcels are in progress and waiting for annotation  
 (11,775 tax lots have not been started)

Resource Tax Lots: (no funding specifically requested)

Total Resource Tax Lots:	877
Tax Lot Completed*:	349 (40%)

\*527 additional parcels are in progress and waiting for annotation  
 (79 tax lots have not been started)

**4. Describe, in detail, your technical approach to the project (e.g. mapping methodology).**  
 We will use COGO tools to re-map those areas that have suitable data. Trying to re-map every rural tax lot using COGO tools is not practical since actual surveys and plats are widely scattered in the rural area. In those areas where COGO tax lot capture is practical, high quality surveyed ground control will be acquired. The process and criteria used to COGO capture rural plats is modeled on the urban tax lot capture design we developed. These captured platted areas will act as "anchors" or a foundation as areas with known accuracy. Next, deeds, surveys, orthophotography, and existing tax lot maps are used to "fill in" the areas in-between the anchors. As we build the rural tax lots between the anchors, ground control will be acquired more sparsely to insure the non-platted

rural tax lots are within ORMAP accuracy standards. COGO methods will be used whenever practical. The use of ESRI's Parcel Fabric will be used whenever possible.

**5. Describe the project deliverables.**

This project will deliver 1200 additional re-mapped tax lots using our technical approach and rectified to control meeting ORMAP rural tax lot standards.

**6. Who will be doing the work (county staff, contractor, DOR staff, etc.)? Please define their role(s).**

County staff will be used to complete 100% of this project. They will capture, annotate, and QC tax lots to ORMAP standards.

**7. How will the county cartographer integrate the deliverables into the County's maintenance plan?**

This project develops the base digital GIS base layer for tax lots. Once created, the County Cartographer will use various tools developed for tax lot maintenance to update any changes that might occur for the tax lots re-mapped in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer.

**8. Provide a project timeline with milestones or completion dates.**

To date, all urban tax lots are completed. This project deals only with rural tax lots, of which 58% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 4 in December 2018. Thus far, we have remapped to ORMAP specifications 87% of the total. To date, 135,368 tax lots have been captured and annotated in our GIS, leaving approximately 19,709 tax lots comprising rural and resource level tax lots to complete.

Milestones are defined as the completion of each of these tasks within each phase.

- Plats are gathered from source County offices
- Capture plats and surveys with the most appropriate method (COGO or digitizing)
- Plats and surveys are quality controlled
- Work with the County Surveyor to acquire ground control
- Tie plats and surveys to ground control
- Annotation
- Final quality control

**9. Does this project have any partnerships? If yes, please identify them.**

The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

**10. Describe any innovations utilized by this project.**

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application develop team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old mylar tax maps and completely replace them with a digital product. Recently, we started utilizing ESRI's Parcel Fabric schema.

**11. Detail Costs (who is paying for what).**

Approximately 40% of this project is paid by ORMAP funding. The remaining will come from County resources. The County's Survey Office is providing ground control at county expense. The County Assessor's Office provides labor to input new plats for the maintenance portion of the over-all ORMAP project plus QC. Direct staff time on the ORMAP project will comprise the bulk of expenses for this project and will be evenly split between the County and ORMAP.

**B. Quality Control**

**1. Who will be responsible for quality control (QC)?**

All Quality Control is the responsibility of Clackamas County's Departments of Assessment and Taxation and Technology Services, GIS Division.

**2. Will county cartography staff review the deliverables?**

Yes. The cartography staff in the Assessor's Office performs the final QC. They insure all components are present and correct for map production to DOR standards and Clackamas County standards.

**3. Will there be a review by Department of Revenue's cartography staff?**

That is arranged by A&T cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

**4. Describe QC procedures.**

The quality control process is very extensive. A quality control checklist has been developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manner will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

**C. Project Detail**

**1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?**

This project will not be used for edge matching. Edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

**2. Is this project part of an ongoing or multi-phased remapping project?**

Yes, this project is a continuation of our re-mapping project as outlined in our Business Plan.

**3. What percentage of the county tax lots and tax maps meet the ORMAP technical specifications?**

	Total Countywide	Meet Tech Specs	Percent Complete
Tax Lots	155,077	135,368	87%
Tax Maps	3,367	1,244	37%

(as of Feb. 28, 2013)

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

No, our anticipated completion date is December 2018, perhaps sooner.

**5. Is this project part of a multi-county effort? If so, please explain.**

No

**6. Will the project cost be affected if it is not fully funding this cycle?**

Yes. It will delay our overall completion time.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes

**2. Identify any data restrictions or licensing issues.**

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement.

**E. Background Information**

Any other information that you feel may help support the project.

**G. Other Issues - Please identify.**

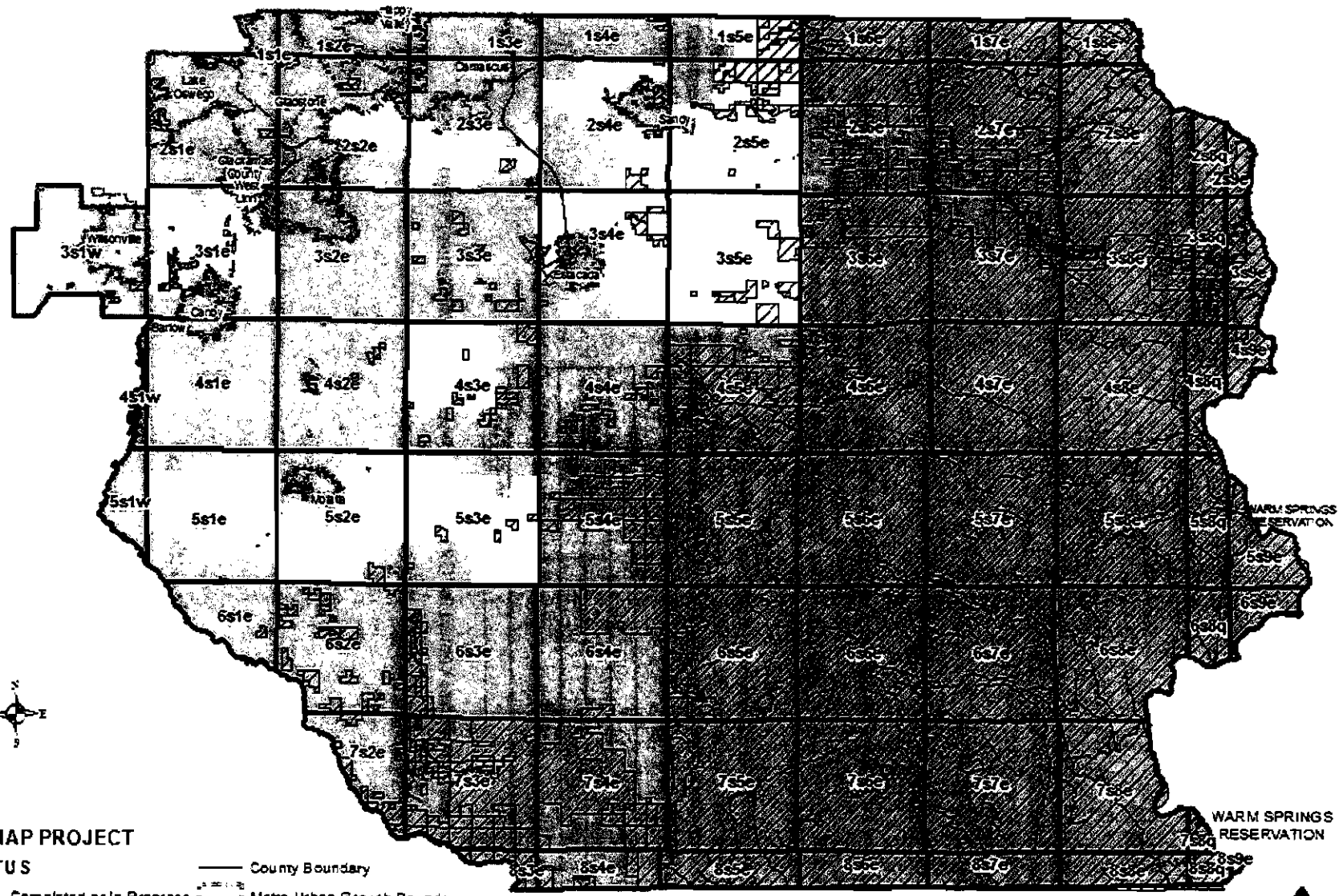
Price per tax lot increase due to loss of our contractor, L-3

Submit completed forms to:

Mail	Contact Information
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division - CDOT 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>

# ATTACHMENT 1

## ORMAP PROJECT STATUS FEBRUARY 2013



**ORMAP PROJECT STATUS**

- Completed or In Progress
- Rural Taxlots
- County Boundary
- Metro Urban Growth Boundary
- USFS, BLM, and ODF Resource Lands





# Oregon

John A. Kitzhaber, MD, Governor

Department of Revenue  
Property Tax Division

955 Center St NE

PO Box 14380

Salem OR 97309-5075

[www.oregon.gov/DOR/PTD/index.shtml](http://www.oregon.gov/DOR/PTD/index.shtml)

June 11, 2013

Eric Bohard  
Technical Services Division Manager  
Clackamas County Technical Services  
121 Library Court  
Oregon City, OR 97045

Dear Mr. Bohard,

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from July 1, 2013 through June 30, 2014.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	1,091 Tax Lots	\$30,550.00
2		
Total		\$30,550.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).

Best wishes for a successful project.

With regards,

Rick Shack  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: Clackamas County Assessor  
DOR Finance Department  
File



**COPY**

23

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

July 11, 2013

Clackamas County Service District #5 (Street Lighting)  
Clackamas County

Members of the Board:

Approval of an Agreement for the Sale of Option B ("District Owned")  
Street Lights to Portland General Electric ("PGE")

<b>Purpose/Outcomes</b>	Conveyance of District Owned Street Lights to PGE resulting in increased revenue and decreased long term liability for the District.
<b>Dollar Amount and Fiscal Impact</b>	\$615,089.44
<b>Funding Source</b>	None
<b>Safety Impact</b>	None
<b>Duration</b>	Permanent
<b>Previous Board Contact</b>	Study Sessions on <b>January 22, 2013</b> and <b>June 18, 2013</b> .
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

On January 22<sup>nd</sup> and June 18<sup>th</sup>, District representatives met with the Board to discuss the conversion of existing High Pressure Sodium ("HPS") street lighting to Light Emitting Diode ("LED") and proposed acquisition of District Owned lighting to PGE. LED conversion within the District is currently underway by PGE and scheduled to be completed over the next year.

As a part of the proposed LED conversion project, PGE has inquired about the possible acquisition of the District owned lighting, also known as Option B street lighting. Though there are three street lighting options provided by PGE, street lighting within the District is provided under Option A or Option B. Ownership and maintenance is the primary difference between these two options. Option A lights are owned and maintained by PGE, while Option B lighting is owned and maintained by the District. While the majority of the 9,000 lights within the District, are Option A, approximately 578 are currently Option B.

After careful evaluation of the minimal increase in annual operation costs, lifecycle analysis of the existing Option B lighting stock, revenue to the district from the proposed acquisition, energy savings from the current LED conversion, and reduced long term liability for maintenance/replacement; staff believes the sale of the Option B lighting is in the best interest of the District.

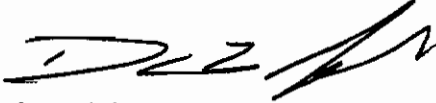
Board approval of the attached Pole Purchase Agreement and associated documents (See Attachment A) will formally convey the Districts interest in Option B street lights to PGE, resulting in a one-time acquisition payment of Six Hundred Fifteen Thousand Eight Nine Dollars and Forty-Four Cents (\$615,089.44), and convert those Option B lights to Option A lights within the district.



**RECOMMENDATION:**

It is recommended that the Board of County Commissioners, acting in the capacity of the governing board for Clackamas County Service District No. 5, approve the pole purchase agreement and associated documents, which will allow Clackamas County Service District No. 5 to proceed with the sale of the Option B street lights and poles.

Respectfully submitted,

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

Dan Johnson,  
Development Agency and Development Review Manager  
Department of Transportation and Development

## POLE PURCHASE AGREEMENT

This **POLE PURCHASE AGREEMENT** (this "**Agreement**"), dated as of \_\_\_\_\_, 2013, is by and between Portland General Electric Company, an Oregon corporation ("**PGE**") and CLACKAMAS COUNTY SERVICE DISTRICT NO 5, a county service district formed under ORS 451 ("**Seller**").

Whereas Seller currently participates in PGE's streetlight program under PGE's Tariff Schedule 91 Option B, whereby Seller owns its streetlight poles and pays PGE for providing electricity and certain maintenance services for the poles; and

Whereas Seller wishes henceforth to participate in PGE's Tariff Schedule 91 Option A, whereby PGE will own and maintain Seller's streetlight poles and Seller will pay the lighting service fee applicable to the installed type of lighting;

Whereas, in connection with Seller's election to participate in Option A, PGE wishes to purchase from Seller and Seller wishes to sell to PGE the poles identified in **Exhibit A** to this Agreement below (the "**Property**");

Now, therefore, the parties agree as follows:

1. **Purchase and Sale.** Upon the terms, and subject to the conditions set forth in this Agreement, Seller agrees to sell, transfer, assign, and convey to PGE all of Seller's right, title and interest in the Property, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance ("**Encumbrance**").
2. **Purchase Price.** The aggregate purchase price for the Property shall be Six Hundred Fifteen Thousand Eighty-Nine Dollars and Forty-Four Cents (\$615,089.44), as adjusted in accordance with Section 4 below (the "**Purchase Price**").
3. **Closing.** The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place simultaneously with the execution of this Agreement on the date of this Agreement (the "**Closing Date**"). On the Closing Date, Seller shall deliver to PGE a bill of sale conveying title to the Property to PGE, duly executed by Seller, substantially in the form of **Exhibit B** (the "**Bill of Sale**"). On the Closing Date, PGE shall provide payment in the amount of Six Hundred Fifteen Thousand Eighty-Nine Dollars and Forty-Four Cents (\$615,089.44) to Seller.
4. **Post-Closing Adjustment.** PGE and Seller acknowledge that the proposed Purchase Price is based on the depreciated value of the Property, less an estimated cost of \$65,000 for grounding repair that is required on the metal poles included in the Property. Promptly following the Closing, but in no event later than December 31, 2014, PGE shall determine the actual cost of all such repairs and provide documentation thereof to Seller. The parties agree that the Purchase Price shall be increased by the amount by which \$65,000 exceeds the actual cost of the grounding repairs, and that such amount shall be credited to Seller's utility account with PGE promptly after it is determined.
5. **Title and Risk of Loss.** Seller shall have title and bear the risk of any loss of or damage to the items purchased hereunder until Closing. At the Closing, title shall pass from Seller to PGE and Seller's responsibility for loss or damage shall cease except for loss or damage caused by Seller.

6. Seller's Representations and Warranties. Seller represents and warrants to PGE that the following statements contained are true and correct as of the date hereof.
  - 6.1. Seller has full power and authority to enter into this Agreement and the documents to be delivered hereunder and to consummate the transaction contemplated hereby. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.
  - 6.2. Seller owns and has good title to the Property, free and clear of Encumbrances.
  - 6.3. The execution, delivery and performance by Seller of this Agreement and the Bill of Sale, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Seller; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Property; (c) conflict with, or result in any violation of, or default under any contract or other instrument to which Seller is a party or to which any of the Property is subject; or (d) result in the creation or imposition of any Encumbrance on the Property. No consent, approval, waiver or authorization is required to be obtained by PGE from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by PGE of this Agreement and the consummation of the transactions contemplated hereby.
7. PGE's Representations and Warranties. Seller represents and warrants to PGE that the following statements contained are true and correct as of the date hereof.
  - 7.1. PGE has full power and authority to enter into this Agreement and the documents to be delivered hereunder and to consummate the transaction contemplated hereby. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by PGE, and this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of PGE, enforceable against PGE in accordance with their respective terms.
  - 7.2. The execution, delivery and performance by PGE of this Agreement and the Bill of Sale, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of PGE; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to PGE. No consent, approval, waiver or authorization is required to be obtained by PGE from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by PGE of this Agreement and the consummation of the transactions contemplated hereby.
8. Indemnification by Seller. Subject to the Closing having occurred, Seller agrees to protect, defend, indemnify, and hold PGE, its successors and assigns and their respective officers, directors, shareholders, members, managers and employees (each, a "PGE Indemnitee"), harmless from and against any and all causes of action, claims, losses, liabilities, liens, damages, costs, expenses, demands and obligations (including reasonable attorneys' fees) asserted against, suffered or incurred by a PGE Indemnitee arising or resulting from:
  - 8.1. Any misrepresentation, breach of representation or warranty or nonfulfillment of any covenant made by Seller in connection with this Agreement; or

8.2. Seller's Ownership and use of the Property prior to the Closing Date.

9. Indemnification by Seller. Subject to the Closing having occurred, PGE agrees to protect, defend, indemnify, and hold Seller, its successors and assigns and their respective officers, directors, shareholders, members, managers and employees (each, a "Seller Indemnitee"), harmless from and against any and all causes of action, claims, losses, liabilities, liens, damages, costs, expenses, demands and obligations (including reasonable attorneys' fees) asserted against, suffered or incurred by a Seller Indemnitee arising or resulting from any misrepresentation, breach of representation or warranty or nonfulfillment of any covenant made by PGE in connection with this Agreement.
10. Notices. All notices, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to Seller: Clackamas County Service District #5  
150 Beaver Creek Road  
Oregon City, OR 97045  
Facsimile: 503-742-4272  
E-mail: wendicor@co.clackamas.or.us  
Attention: Wendi Coryell, Service District Specialist

If to PGE: Portland General Electric  
Utility Asset Management  
2213 SW 153<sup>rd</sup> Dr  
Beaverton, OR 97006  
Facsimile: 503-672-5555  
E-mail: janet.ebright@pgn.com  
Attention: Janet Ebright, UAM Manager

11. Amendment. No change, amendment or modification of any provisions of the Agreement shall be valid unless set forth in a written instrument signed by authorized representatives of PGE and Seller.
12. Controlling Law. THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. SELLER IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE STATE OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT SELLER MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
13. No Third Party Beneficiaries. The Agreement is intended solely for the benefit of the parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
14. Successors and Assigns. The Agreement shall be binding on the parties' successors and assigns.

15. Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.
16. Further Assurances. Following the Closing, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

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

**CLACKAMAS COUNTY SERVICE  
DISTRICT NO 5**

**PORTLAND GENERAL ELECTRIC  
COMPANY**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Printed Name: John Ludlow  
Title: District Board Chair

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_















Bill Name	Bill Code	Lt Owner	Lt Maint	Pole Owner	PC	Pole Description	Map	Pole	Seq	LC Fixture Description	Lt Install Date	
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300052	499300009	36	250W HPS COBRA 27,500 LUMEN	07/29/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300053	499300012	36	250W HPS COBRA 27,500 LUMEN	07/29/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300054	499300013	36	250W HPS COBRA 27,500 LUMEN	07/29/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300055	499300015	36	250W HPS COBRA 27,500 LUMEN	07/29/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300057	499300020	36	250W HPS COBRA 27,500 LUMEN	07/29/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300061	499300021	36	250W HPS COBRA 27,500 LUMEN	08/31/2010 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300062	499300022	36	250W HPS COBRA 27,500 LUMEN	09/14/2010 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300063	499300023	36	250W HPS COBRA 27,500 LUMEN	08/31/2010 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307A	499300064	499300024	36	250W HPS COBRA 27,500 LUMEN	09/14/2010 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2307B	499400073	499400027	36	250W HPS COBRA 27,500 LUMEN	07/29/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	54	CUST ALUMINUM POLE 35 FT REGULAR TYPE	D2201B	483500151	483500054	36	250W HPS COBRA 27,500 LUMEN	04/18/2007 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2123B	477900034	477900003	34	100W HPS COBRA 9,500 LUMEN	06/13/2002 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2123B	477900035	477900004	35	150W HPS COBRA 16,000 LUMEN	06/13/2002 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2201D	483700205	483600039	35	150W HPS COBRA 16,000 LUMEN	10/11/2004 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2201D	483700088	483700016	35	150W HPS COBRA 16,000 LUMEN	10/11/2004 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2212A	487800002	487800002	35	150W HPS COBRA 16,000 LUMEN	10/11/2004 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2212A	487800082	487800003	35	150W HPS COBRA 16,000 LUMEN	02/16/2010 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	62	CUST FIBERGLASS POLE 30 FT GRAY DB	D2212A	487800083	487800004	35	150W HPS COBRA 16,000 LUMEN	10/11/2004 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500028	429500016	36	250W HPS COBRA 27,500 LUMEN	07/09/2009 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500051	429500029	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500052	429500028	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500071	429500027	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500072	429500026	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500073	429500025	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500074	429500024	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500075	429500023	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500077	429500021	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500078	429500020	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500079	429500019	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500080	429500018	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500081	429500017	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500083	429500015	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500084	429500014	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500085	429500013	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500087	429500011	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500088	429500010	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500089	429500009	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500090	429500007	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500091	429500005	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500092	429500003	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500093	429500002	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500076	429500022	36	250W HPS COBRA 27,500 LUMEN	03/30/2004 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	76	CUST ALUMINUM POLE 40 FT DAVIT TYPE 8 FT ARM	D1233D	429500086	429500012	36	250W HPS COBRA 27,500 LUMEN	11/15/2001 0:00

Bill Name	Bill Code	Lt Owner	Lt Maint	Pole Owner	PC	Pole Description	Map	Pole	Seq	LC Fixture Description	Lt Install Date	
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	12	CUST ALUMINUM POLE 30 FT DAVIT TYPE	D2204A	484610496	484600032	36	200W HPS COBRA 22,000 LUMEN	11/23/1988 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2202B	483900154	483900032	36	250W HPS COBRA 27,500 LUMEN	04/18/2007 0:00
CLACKAMAS COUNTY SERVICE DIST 5	11170	CUST	PGE	CUST	53	CUST ALUMINUM POLE 35 FT DAVIT TYPE	D2202B	483900155	483900033	36	250W HPS COBRA 27,500 LUMEN	04/18/2007 0:00

Full Depreciated Purchase Price for 534 Poles	\$ 680,089.44
Estimated Grounding Repair on Metal Poles to be paid by PGE	\$ 65,000.00
Adjusted Sale Price for 534 Poles	\$ 615,089.44

PGE to calculate actual repair costs after completion of competitive bid process  
PGE will true-up the awarded bid cost with the estimated \$65,000 and submit additional payment to Clackamas County Service District if the estimate exceeded the actual repair costs.

**Exhibit B**

**FORM OF BILL OF SALE**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that CLACKAMAS COUNTY SERVICE DISTRICT NO 5 ("Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign, convey, and deliver unto PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("PGE"), any and all right, title, and interest of Seller in and to the Property, as such term is defined in that certain Pole Purchase Agreement between PGE and Seller, dated as of \_\_\_\_\_, 2013 (the "**Purchase Agreement**").

Subject to the representations and warranties of Seller set forth in the Purchase Agreement, the Property is being sold in "AS-IS, WHERE-IS" condition.

This Bill of Sale will inure to the benefit of the successors and assigns of PGE and be binding upon the successors and assigns of Seller.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CLACKAMAS COUNTY SERVICE DISTRICT NO 5**

By: \_\_\_\_\_  
(Signature)

Printed Name: John Ludlow  
Title: District Board Chair



**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**DEVELOPMENT SERVICES BUILDING**

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 11, 2013

Clackamas County Service District #5 (Street Lighting)  
Clackamas County

Members of the Board:

Authorization to submit for Energy Trust of Oregon Incentive

<b>Purpose/Outcomes</b>	The District is requesting authorization to submit an application to the Energy Trust of Oregon incentive program for energy reduction associated with the installation of Light Emitting Diode (LED) street lighting within the District. Approval of this request by the Energy Trust of Oregon will result in a one-time incentive payment to the district.
<b>Dollar Amount and Fiscal Impact</b>	Up to \$250,000 of revenue
<b>Funding Source</b>	Energy Trust of Oregon
<b>Safety Impact</b>	None
<b>Duration</b>	Not Applicable
<b>Previous Board Contact</b>	Study Sessions on <b>January 22, 2013</b> and <b>June 18, 2013</b> .
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Energy Trust of Oregon is offering incentives based on energy-efficiency measures, such as the district's recent conversion from High Pressure Sodium (HPS) to Light Emitting Diode (LED) street lighting. Preliminary estimates suggest the incentive amount paid to the District may be up to \$250,000, depending on the actual measures installed and final project review by the Energy Trust of Oregon.

Deadline for submittal of the incentive application to Energy Trust of Oregon is July 14, 2013. The District is anticipating the receipt of incentive funds no later than December 31, 2014.

**RECOMMENDATION:**

It is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, authorize the County Administrator or designee to execute all documents necessary to allow Clackamas County Service District No. 5 to proceed with the submittal of the Energy Trust of Oregon credit application.

Respectfully submitted,

Dan Johnson  
Development Agency and Development Review Manager  
Department of Transportation and Development

**DATE:** June 14, 2013  
**TO:** Kristy Calene  
 Portland General Electric                      kristy.calene@pgn.com  
**PHONE:** (503) 672-5544  
**FAX:** (503) 672-5555  
**FROM:** Dionne Sims      Project Coordinator  
 Trade Ally Network - Lighting              dionne.sims@evergreen-efficiency.com  
**PHONE:** (503) 320-9332

**SUBJECT: Proposed Lighting Retrofit:                      Clackamas County Service District 5 LED Street**  
**Estimated Energy Savings and Energy Trust of Oregon Incentive Package**

Based on the lighting retrofit project proposal that you have submitted, we have estimated the energy savings and the incentives that would be available from Energy Trust of Oregon.

Estimated Annual Energy Savings	2,063,940 kWh
Estimated Annual Cost Savings	\$ 221,254 per year
Estimated Energy Trust of Oregon Incentive	\$ 250,000
Estimated Installation Cost	\$ 1,781,960

Based on your proposed retrofit and estimated installation cost, we show the following financial analysis:

Estimated Installation Cost	\$ 1,781,960
<i>minus Energy Trust of Oregon incentive</i>	<u>\$ (250,000)</u>
Net Installation Cost	<u>\$ 1,531,960</u>
Energy Savings Payback (in years)	6.9
% of installed cost paid for by incentives	<input type="text" value="14%"/>
Return on Investment (ROI)	14.4%

***This project requires a pre-installation inspection.***

This is an estimate only, as actual savings and incentives will vary based on final installed measures and costs, actual area operating hours, energy rates and building usage.

***To apply for incentives, please have your customer review the attached incentive application form(s) and sign and submit it by no later than July 14, 2013***

**to                      Dionne Sims**  
**8626 NE Schuyler Street**  
**Portland    OR                      97220**

***Green Project Box: (Estimate for informational purposes only. The carbon footprint from electricity generation is calculated from a regional average, which may be different than the national average.)***

This proposed project could offset approximately	784 tons of CO2 generated by fossil fuels,
equal to taking more than                      138 cars off the road or	124.5 acres of reforested trees.

To be completed by Participant and Trade Ally Contractor

<b>Program Use Only</b>		2013 v01
Project ID	ETEBPS152 FastTrack ID	
Eligible to Self-direct?	No	
Currently Self-directing?	No	

**Participant Information**

Legal Business Name <b>Clackamas County Service District 5</b>			
Contact Name	<b>Wendi Coryell</b>	Title	<b>Development Engineering</b>
Mailing Address	<b>150 Beaver Creek Road</b>	City	<b>Oregon City</b> State <b>OR</b> Zip <b>97045</b>
Telephone	<b>(503) 742-4657</b>	Cell Phone	Fax
Email	<b>wendicor@co.clackamas.or.ur</b>		
Website	<b>http://www.clackamas.us/transportation/engineering/</b>		
Project Name (if different)	<b>Clackamas County Service District 5 LED Street</b>		
Site Address	<b>See location detail</b>	City	<b>Oregon City</b> State <b>OR</b> Zip <b>97045</b>

**Electric Utility**

Pacific Power Account Number	<input type="text"/>	Rate Schedule	<input type="text"/>
Portland General Electric (PGE) Account Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Rate Schedule	<input type="text"/>

**Proposed Savings Summary (to be completed by program representative)**

Based on our review of the following information regarding the energy-efficiency measures (Measures) design intent, equipment and operation assumptions, we have identified certain energy-efficiency Measures that are potentially eligible for Energy Trust incentives. Estimated incentives have been calculated in accordance with current Program requirements and incentive levels. The actual incentive amount paid to Participant may be different than the estimated amounts listed in this application depending on the actual Measures installed and final project cost documentation; however, in no event would Energy Trust pay more under this agreement than the estimated amounts set forth below.

<b>Lighting Analysis</b>	Performed by	<b>Dionne Sims</b>	Date	<b>06/13/13</b>
<b>Estimated Annual Cost Savings</b>	<b>\$221,254</b>	<b>Estimated Energy Savings</b>	<b>2,063,940 kWh per year</b>	
<b>Estimated Incentive Amount</b>	<b>\$250,000</b>		<b>471.2 kW demand savings</b>	
<b>Estimated Installed Measure Cost</b>	<b>\$1,781,960</b>			

**Incentive Reservation Period and Installation Commitment**

Details of this Program, including incentives, are subject to change. To reserve the estimated incentive amounts for the Measures identified above, Participant must complete, sign and return this application within 30 days from the date of the Program's pre-authorization signature below. Provided that Participant signs and returns this application within the required 30 day time period, the associated incentive amount(s) as set forth in this application will be reserved for the Participant until **12/30/13** (the Expiration Date), and will be paid upon Measure installation in accordance with the terms and conditions of this agreement. Participant must progress appropriately and in good faith to complete timely Measure installation as evidenced by the issuance of a purchase order for equipment for one or more of the identified Measures during the reservation period or the reserved incentive funds will be withdrawn. Should Participant still wish to receive incentives after a reservation withdrawal by Energy Trust, it would be necessary for Participant to submit a new application and any new application would be subject to the Program requirements, including incentive funds availability and levels, in effect at the time of re-submittal.

Participant represents that it expects to order Measure equipment by no later than **7/1/13**  
 Participant represents that it expects to have the Measure work completed by no later than **10/31/13**

**Program Pre-Approval Signature**

Authorized Energy Trust Representative	Name	<b>Dionne Sims</b>	Signature	Date	<b>6/13/13</b>
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To be completed by Participant and Trade Ally Contractor

### Additional Terms and Conditions

**ELIGIBILITY/APPLICATION:** To be eligible for this Energy Trust incentive, Participant must be (1) a commercial, industrial, agricultural, municipal and institutional electric service customer of Portland General Electric or Pacific Power and (2) installing the Measures in such electric service territory. Final determination of eligibility rests solely with Energy Trust. This application must be filled out completely, truthfully and accurately. Participants are advised to retain a copy of this application and any accompanying documentation submitted to Energy Trust of Oregon, Inc. (Energy Trust). Energy Trust will not be responsible for lost documentation pertaining to this application request. Applications will be processed in accordance with Program requirements and Energy Trust incentive funding is subject to budget availability.

**MEASURE INSTALLATION:** Participant represents that it has the right to perform the Measures on the property where the Measures will be performed and that any necessary consents have been obtained. Participant is solely responsible for implementing the Measures and for ensuring that it is in compliance with all federal, state and local safety, building and environmental codes and any manufacturer instructions. Participant agrees to notify Energy Trust during the incentive reservation period of any changes or change orders issued to contractors or installers that will materially affect the installation costs or the anticipated savings of the Measures.

**INSPECTION/VERIFICATION:** Reviews of technical work before, during, and after Measure installation are a critical part of Energy Trust's verification process and Participant agrees to provide Energy Trust and its representatives with reasonable access to (1) the project site, and (2) all technical documentation related to the Measures. Satisfactory completion of a post-installation inspection of the Measures must occur before any incentive payment will be issued. This inspection and verification is for program purposes only and no warranty is implied.

**ACCESS/EVALUATION:** Energy Trust and its representatives may request access to the property where the Measures are installed and may review and evaluate the project during and after completion. Participant agrees that Energy Trust may include Participant's name, Energy Trust services and resulting energy-savings in reports or other documentation submitted to the Energy Trust Board of Directors, the Oregon Public Utility Commission, Oregon Department of Energy, Oregon Housing & Community Services, or the Oregon Legislature. Energy Trust will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

**INCENTIVE:** Estimated incentives have been calculated in accordance with program requirements and incentive levels. The actual incentive amount paid to Participant may be different than the estimated amounts listed in this application depending on the actual Measures installed and final project costs; however the maximum amount Energy Trust will ever be required to pay under this agreement is limited to the estimated amounts as set herein. Equipment purchases or other project construction activities conducted before submitting this application to Energy Trust can negatively impact a project's eligibility for Energy Trust incentives. **Any project-related equipment with purchase orders issued prior to the date of the Program's pre-approval signature above will not be eligible for Energy Trust incentive funding.**

**PAYMENT:** For approved applications, incentive funds will be paid upon (1) completion of the identified Measures as verified by an Energy Trust post-installation inspection, and (2) submission of a **Form 140L: Completion Certification** along with all required final cost documentation for the completed Measures. In no event will the incentive payment exceed the documented total final project cost. Please allow 60 days from Energy Trust's receipt of all required information for delivery of the incentive payment, which will be made to Participant at the address listed herein. Failure to provide all required information may result in delay or withholding of payment. Participant agrees and acknowledges that its acceptance of any Energy Trust incentive funding for Measures identified in this application constitutes representation and warranty to Energy Trust that Participant needed and used such funding for the purpose of implementing the Measures as described herein.

**PROJECT COST DOCUMENTATION:** Energy Trust has the right to request, and Participant agrees to provide Energy Trust and its representatives with, all final project cost documentation necessary for Energy Trust to calculate Participant's actual incentive. Final cost documentation must itemize the equipment purchased and/or work performed for the Measure(s) and may include without limitation the following: (1) sales slips, purchase orders, or contracts for equipment or services ordered, (2) size, type, make, and model or part number of equipment purchased and the date of the equipment purchase and itemized price paid, and (3) a detailed description of installation or other labor charges for the Measures showing the date the work was performed, name of the worker, hours worked, Measure installed and labor rate. In addition, Participant agrees to inform Energy Trust of any external funding sources received by Participant that directly reduce all or a portion of the final project costs incurred by Participant for the energy-efficiency Measures specified in this application (for example, state/federal funding, grants,

discounts, rebates, incentives or other similar types of consideration (the "Grant Funds")). While Energy Trust encourages leverage of its incentive funding to reduce Participant's final project costs for the purchase and installation of such equipment, the amount of Energy Trust incentive funding may never exceed an amount equal to final project costs minus Grant Funds received by Participant for the project. Energy Trust reserves the right to request additional project documentation for review, as it deems necessary, prior to payment of incentives to ensure accountability for Program funds. Participant agrees to retain and Energy Trust reserves the right to review any final cost documentation related to the Measures for a period of 18 months following payment of any incentive funds.

**ASSIGNMENT OF INCENTIVE PAYMENT BY PARTICIPANT:** Participant may assign its right, title and interest in the incentive to which Participant may become entitled to another party in accordance with the terms and conditions set forth in the **Form 140L: Completion Certificate**. Notwithstanding such assignment, responsibility for complying with all terms and conditions of this agreement shall continue to rest solely with Participant, and Energy Trust's sole obligation under this agreement shall be to Participant.

**TAX LIABILITY:** Energy Trust is not responsible for any tax liability imposed on Participant as a result of any incentive payment. Energy Trust is not providing tax advice, and any communication by Energy Trust is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code.

To be completed by Participant and Trade Ally Contractor

**NO ENDORSEMENT:** Energy Trust does not endorse any particular manufacturer, contractor or product in promoting this program. The fact that the names of particular manufacturers, contractors, products or systems may appear on this application or elsewhere in the program does not constitute an endorsement. Manufacturers, contractors, products or systems not mentioned are not implied to be unsuitable or defective in any way.

**ENERGY INFORMATION RELEASE:** Participant authorizes Energy Trust to access energy usage data for the project's specified accounts at the physical address of the project as listed and will provide other reasonable assistance to Energy Trust to obtain such information.

**ASSIGNMENT/TERMINATION:** Energy Trust may, at any time, assign its rights under this agreement to a third party when requested to do so by the OPUC under its grant agreement with Energy Trust (Grant Agreement). Upon 60 days' written notice, Energy Trust may terminate this agreement in the event that the Grant Agreement is terminated. Unless stated otherwise in this document, regardless of whether or not this application is approved, the terms and conditions shall survive the completion of any incentive payments provided to Participant hereunder.

**DISCLAIMER / NO LIABILITY:** Participant understands that, while Energy Trust may provide the funding for an incentive payment to the Participant, Energy Trust is not supervising work performed for Participant, nor is Energy Trust responsible in any way for proper completion of that work or proper performance of any equipment purchased. Participant shall independently evaluate any information provided by Energy Trust or its representatives related to the Measures. Energy Trust simply provides incentive funding to assist Participants in implementing energy-efficiency measures. **Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the installation of the Measures. Energy Trust does not guarantee any particular energy savings results by its approval of this application, or by any other of its actions. In no event will Energy Trust be liable for the failure of Participant to achieve energy savings, the operation of Participant's facilities, or for any incidental or consequential damages of any kind in connection with this agreement or the installation of the Measures, and in no event shall Energy Trust's liability to Participant exceed the amount of any incentive owed.**

**HAZARDOUS MATERIALS:** Energy Trust and its representatives shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials of any kind in connection with Participant's facility, including without limitation asbestos, asbestos products, PCBs, or other toxic substances.

**GOVERNING LAW:** This agreement shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of laws rules thereof.

**Self Direction**

**NOTE:** This section is only applicable if Participant is eligible to self-direct portions of their conservation public purpose charge.

If Participant is a large energy user located in PGE or Pacific Power territory, please be aware that whether or not Participant is eligible to self-direct a portion of its conservation public purpose charge through the Oregon Department of Energy as a self-directing entity determines how much incentive funding Energy Trust will initially provide for the Measures. You agree that you will not claim self-direction credits for any Measure that receives Energy Trust incentive funding. Participants that are currently applying self-direction credits against their conservation public purpose charge are generally eligible for up to 50% of the incentive amount that a non self-directing entity would be eligible to receive. It is Participant's responsibility to inform Energy Trust when submitting this application if it is or will be self-directing its conservation public purpose charge and is seeking the reduced incentive. If Participant receives the full Energy Trust incentive amount and then uses self-direct credits against the conservation portion of its public purpose charge within 36 months after receiving the Energy Trust incentive funding, Participant agrees to immediately notify Energy Trust and to repay to Energy Trust a pro-rated amount according to the following formula:

Pro Rated Refund Amount = 0.5 x A x B, where  
 A = total amount of Energy Trust incentives paid.  
 B = (36 minus the number of months elapsed since payment of the Energy Trust incentive) divided by 36.

**Agreement**

By my signature, below, I represent and warrant that Participant has read, understands and agrees to the terms and conditions of this agreement and that I am authorized to sign this agreement on behalf of Participant.

Participant's Authorized Representative (print name)	Signature	Date
--	-----------	------

**FACSIMILE/SCANNED DOCUMENTS:** Original signed documents transmitted via fax or as a scanned attachment via electronic mail shall be the same as delivery of the original signed document. At the request of Energy Trust, Participant shall confirm documents with a facsimile or a scanned signature by providing the original document.

**For more information, call Energy Trust at (877) 510-6800.**



To be completed by Participant and Trade Ally

PROJECT INFORMATION

Project ID	E1EBPS1527407282	FastTrack ID	
Project Name	Clackamas County Service District 5 LED St	Proposed By	Kristy Calene
Contact	Wendi Coryell	Company	Portland General Electric
Contact Phone	(503) 742-4657	Prepared On	6/13/13
Business Type	Exterior	Annual Hours	4,380

Initial or Final	Date Proposed	Reviewed By	Date Completed
Initial	5/7/13	Dionne Sims	

ALL PROJECTS MUST BE PRE-APPROVED

This analysis is an estimate only, actual savings and incentives will vary based on final installed measures and costs, operating hours, energy rates and building usage.

Lighting Analysis and Incentive Estimates

EXISTING EQUIPMENT						PROPOSED EQUIPMENT						PROJECT COST		kW, kWh SAVINGS + INCENTIVES BY EQUIPMENT							
Location Area/Room	Existing Equipment Category (Choose from drop-down first)	Existing Equipment Specific fixture, lamp type (Choose from drop-down second)	Measure Description	Watts per Fixture	Fixt Qty	Proposed Equipment Category (Choose from drop-down first)	Proposed Equipment Specific fixture, lamp type (Choose from drop-down second)	Measure Description	Custom	Watts per Fixture	Fixt Qty	Annual Operating Hours	Labor & Material Cost (each)	Total Cost	Ave. kW Saving	kWh Before	kWh After	Proposed kWh Savings	Proposed Equipment Incentive (Each)	Proposed Incentive Amount	
1	See spreadsheet for location detail	HID	High Pressure Sodium, 70 watts	93	303	LED_Fixtures	Exterior LED fixture (need catalog # & cut sheet)	LEOTEK GCD1-20E-MV-NW-2-GY-530	<input type="checkbox"/>	36	303	4,380	\$ 333.18	\$100,954	17.3	123,417	47,774	75,643	\$40	\$12,120	
2	See spreadsheet for location detail	HID	High Pressure Sodium, 100 watts	116	2,967	LED_Fixtures	Exterior LED fixture (need catalog # & cut sheet)	LEOTEK GCD1-20E-MV-NW-2-GY-700	<input type="checkbox"/>	49	2,967	4,380	\$ 333.18	\$886,545	198.8	1,507,391	636,743	870,648	\$40	\$118,680	
3	See spreadsheet for location detail	HID	High Pressure Sodium, 150 watts	173	565	LED_Fixtures	Exterior LED fixture (need catalog # & cut sheet)	LEOTEK GCD1-30E-MV-NW-2-GY-530	<input type="checkbox"/>	52	565	4,380	\$ 377.20	\$213,116	68.4	428,100	129,677	298,423	\$60	\$33,900	
4	See spreadsheet for location detail	HID	High Pressure Sodium, 200 watts	240	376	LED_Fixtures	Exterior LED fixture (need catalog # & cut sheet)	LEOTEK GCD1-40E-MV-NW-2-GY-530	<input type="checkbox"/>	67	376	4,380	\$ 426.76	\$160,462	65.0	395,230	110,335	284,895	\$70	\$26,320	
5	See spreadsheet for location detail	HID	High Pressure Sodium, 250 watts	302	579	LED_Fixtures	Exterior LED fixture (need catalog # & cut sheet)	LEOTEK GCD1-60E-MV-NW-2-GY-530	<input type="checkbox"/>	106	579	4,380	\$ 516.52	\$300,223	113.5	766,836	269,803	497,033	\$100	\$57,900	
6	See spreadsheet for location detail	HID	Mercury Vapor, 175 watts	197	56	LED_Fixtures	Exterior LED fixture (need catalog # & cut sheet)	LEOTEK GCD1-20E-MV-NW-2-GY-700	<input type="checkbox"/>	49	56	4,380	\$ 333.18	\$18,558	8.3	48,318	12,018	36,299	\$40	\$2,240	
7									<input type="checkbox"/>												
8									<input type="checkbox"/>												
9									<input type="checkbox"/>												
10									<input type="checkbox"/>												
11									<input type="checkbox"/>												
12									<input type="checkbox"/>												
13									<input type="checkbox"/>												
14									<input type="checkbox"/>												
15									<input type="checkbox"/>												
Existing Quantity (this page)				4,848	Proposed Quantity (this page)				4,846	Cost (this page)				\$ 1,781,960	Incentive (this page)						\$ 251,160
Existing Quantity (addendum)				0	Quantity (addendum)				0	Cost (addendum)				\$ -	plus Energy Trust Incentive from Addendum						\$ -
Total Existing Quantity				4,848	Total Proposed Quantity				4,846	Total Installed Cost				\$ 1,781,960	Total Energy Trust Incentive (up to \$0.20 per kWh saved)						\$ 250,000

OVERALL kWh SAVINGS				
Analysis	Before	After	Savings	% Savings
	3,288,291	1,204,351	2,083,940	63%
Controls	0	0	0	0%
<b>TOTAL</b>			<b>2,083,940</b>	<b>63%</b>

Total Cost and Total Energy Trust Incentive include occupancy sensor costs and incentives when appropriate.

LIGHTING POWER DENSITY	
#VALUE! Watts per square foot	
INCENTIVE PER KWH	
0.121 per kWh	

PROJECTED ANNUAL COST SAVINGS			
Utility:	PGE	Rate Schedule:	95
		Rate/kWh	0.107
		Estimated Annual kWh Savings	2,083,940
		Demand Rate/kWh	\$ -
		Estimated Monthly kW Demand Savings	471.2
		Estimated Annual Cost Savings	\$ 221,254
		Estimated Return on Investment (Before Energy Trust Incentive)	12.4%
		Estimated Return on Investment (After Energy Trust Incentive)	14.4%

Project Description (please note unusual cost, etc.)	
NOTE: Based on the LED Streetlight costing data that PGE provided Energy Trust, we have developed a series of pre-calculated incentives available for qualifying PGE municipal customers converting to LED Streetlights through PGE Option A. The incentives are overridden per assigned measure incentive amounts. Leotek Green Cobra LED fixtures - see file for spec sheet and LDL qualification. NOTE: The utility address will not match up - a list of locations of each street light throughout the city was provided - spreadsheet provided. **see note in the file from Kevin Hawice at Energy Trust for confirmation on 250K maximum project incentive.	
http://library.cse1.org/content/commercial-lighting-qualifying-pro	Manufacturer
High Performance T8 Ballast	Model Number
High Performance T8 Ballast	

PROJECT QUALIFICATIONS			
	Standard	Actual	YES/NO
CHECK - IS kWh SAVINGS GREATER THAN	25%	63%	YES
CHECK - INCENTIVES AS A % OF INSTALLED COSTS IS LESS THAN	50%	14%	YES
CHECK - ARE PROJECTED INCENTIVES GREATER THAN	\$100	\$ 250,000	YES
CHECK - IS SIMPLE PAYBACK AT LEAST ONE YEAR		6.1	YES



Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment  
Michael S. Kuenzi, P.E.  
Director

July 11, 2013

Board of Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF A RETAINER AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT, AND RICHWINE ENVIRONMENTAL, INC. FOR CONSULTANT SERVICES**

<b>Purpose/Outcomes</b>	Establish a 3-year retainer contract to provide engineering and process analysis
<b>Dollar Amount and Fiscal Impact</b>	Total Contract Amount not to exceed \$594,000 over FY2013 - FY2016.
<b>Funding Source</b>	Clackamas County Service District No. 1 and Tri-City Service District funds.
<b>Safety Impact</b>	None
<b>Duration</b>	July 1, 2013 – June 30, 2016
<b>Previous Board Action</b>	The previous retainer agreement was approved by the Board of County Commissioners on March 8, 2012 agenda item 030812-V.2.
<b>Contact Person</b>	Michael S. Kuenzi, WES Director – 503-742-4560
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Service District No. 1 and the Tri-City Service District (together, the Districts) previously contracted with Richwine Environmental, Inc. on several projects, including construction of the Tri-City treatment facility and Phase 1 expansion. Richwine Environmental, Inc. has decades of experience in environmental engineering, specializing in providing professional facilities engineering and operation services in water and wastewater treatment and has provided extensive support of staff efforts during the past. Mr. Richwine is currently being utilized by both districts to provide technical and process support in functional areas that have been historically been ignored by our operations and/or where the practice has been to procure these engineering services from the consultant community. The Department Director prefers to utilize Mr. Richwine for the day-to-day engineering in lieu of recruiting and rehiring a replacement for its Chief Engineer role until such time as adding additional management staff appears an effective hire.

As a result of this successful partnership, the Districts would like to retain Richwine Environmental, Inc.'s consulting services for upcoming engineering projects and operational review. The Districts and Richwine Environmental, Inc. have agreed to the proposed retainer

agreement, which outlines the respective obligations of each party. This contract has been established as a three year contract that will be reviewed at the end of its term.

District counsel has reviewed the agreement as to form.

**RECOMMENDATION:**

Staff respectfully recommends that:

1. The Board of County Commissioners approve the attached Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District, and Richwine Environmental, Inc.; and
2. Authorize the Director of Water Environment Services to execute the agreement

Sincerely,

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

Michael S. Kuenzi  
Director

**RETAINER AGREEMENT FOR  
CONSULTANT SERVICES  
TO  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
AND  
TRI-CITY SERVICE DISTRICT**

THIS RETAINER AGREEMENT TO FURNISH CONSULTANT SERVICES (this "Agreement"), made and entered into on this \_\_\_\_\_ Day of June in the year 2013 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, and TRI-CITY SERVICE DISTRICT, each a county service district formed under Oregon Revised Statutes ("ORS") 451 (together, the "DISTRICT") and RICHWINE ENVIRONMENTAL INC., an Oregon corporation (the "CONSULTANT").

**RECITALS**

WHEREAS, CONSULTANT has developed a strong familiarity with the business, planning and goals of the DISTRICT during the course of prior engagements, including master planning and plant design projects and is uniquely suited to address certain anticipated engineering needs; and

WHEREAS, DISTRICT desires to have CONSULTANT utilize this expertise for its benefit on an ongoing basis; and

WHEREAS, the most cost-effective arrangement to do so is to place CONSULTANT on retainer for consistent engagement and utilization by the DISTRICT; and

WHEREAS, CONSULTANT is willing to provide services on this basis;

NOW, THEREFORE, the DISTRICT and the CONSULTANT for the considerations hereinafter set forth agree as follows:

**ARTICLE 1 - SERVICES OF THE CONSULTANT**

The CONSULTANT agrees to perform, in accordance with applicable DISTRICT, local, state and federal laws, statutes, ordinances, rules and regulations, professional services from time to time as directed by the DISTRICT (the "SERVICES").

**ARTICLE 2 – DISTRICT’S RESPONSIBILITIES**

The DISTRICT will provide adequate information to the CONSULTANT regarding the DISTRICT’S requirements for the SERVICES. DISTRICT will provide office space for CONSULTANT when on-site at DISTRICT facilities.

**ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES**

**3.1** The CONSULTANT agrees to complete the Services in a professional manner to the best of its abilities.

**3.2 Standards of Performance**

3.2.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by a competent member of CONSULTANT’S profession in effect at the time CONSULTANT’s services are performed.

3.2.2 CONSULTANT and DISTRICT shall comply with applicable Laws or Regulations and DISTRICT-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to CONSULTANT’S scope of services, times of performance, or compensation.

3.2.3 CONSULTANT shall not engage in providing services, paid or unpaid, for any other individual, group, organization, or entity that does or could provide sewer service in Clackamas County during the term of this Agreement.

**3.3 CONSULTANT’s Project Manager.** The CONSULTANT shall assign personnel to do the work as necessary in its professional judgment.

**ARTICLE 4 - AUTHORIZATION AND PROJECT MANAGER**

**4.1** This Agreement shall be effective upon full execution hereof and shall cover any work undertaken prior to the execution hereof in support of DISTRICT efforts.

**4.2** The DISTRICT’S Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT’S Project Manager shall be Greg Geist or his designee..

**ARTICLE 5 - PAYMENTS TO CONSULTANT**

In accordance with the terms and conditions of this Agreement, the DISTRICT shall compensate the CONSULTANT as follows:

**5.1 Compensation**

The DISTRICT agrees to pay the CONSULTANT a flat retainage fee based on the hours allocated to service. The DISTRICT and CONSULTANT have agreed to a commitment of CONSULTANT’S time that will average 24 hours per week over the course of each year of the Agreement.

5.1.1.1 From July 1, 2013 until June 30, 2014, a retainage fee of Sixteen Thousand and no/100 Dollars (\$16,000.00) per month;

5.1.1.2 From July 1, 2014 until June 30, 2015, a retainage fee of Sixteen Thousand Five Hundred and no/100 Dollars (\$16,500.00) per month;

5.1.1.3 From July 1, 2015 until June 30, 2016, a retainage fee of Seventeen Thousand and no/100 Dollars (\$17,000.00) per month;

## **5.2 Billing and Payment Procedure**

The CONSULTANT will provide monthly invoices to the DISTRICT in the retainage amount for the respective year. Each invoice shall summarize work performed during the preceding month, and deduct for times not spent on the Project, such as vacation time. The CONSULTANT shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement.

**5.3 Expenses Reimbursement.** CONSULTANT shall be responsible for expenses relating to the provision of services; *provided, however*, that DISTRICT shall reimburse CONSULTANT for mileage related to the purposes of this Agreement as recorded and included in the monthly invoice.

## **ARTICLE 6 - GENERAL CONDITIONS**

### **6.1 Early Termination of Agreement**

6.1.1 The DISTRICT and the CONSULTANT, by mutual written agreement, may terminate this Agreement at any time.

6.1.2 The DISTRICT, on thirty (30) days' prior written notice to the CONSULTANT, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.1.3 Either the DISTRICT or the CONSULTANT may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.



## **6.2 Payment on Early Termination**

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.1.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.2.1.
- 6.2.4 In the event of early termination, all of the CONSULTANT'S work product will become and remain property of the DISTRICT.

## **6.3 Remedies**

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT may complete the work either themselves or by agreement with another consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 6.1.1 hereof, then the CONSULTANT shall promptly pay to the DISTRICT the amount of the excess.
- 6.3.2 The remedies provided to the DISTRICT under Paragraph, 6.1, 6.2, and 6.3 hereof for a breach by the CONSULTANT shall not be exclusive. The DISTRICT also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the DISTRICT, then the CONSULTANT'S remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

## **6.4 Indemnification and Insurance**

- 6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon 1) the acts or omissions of CONSULTANT or CONSULTANT'S officers, partners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right of control or 2) material prepared by CONSULTANT, involving any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, except where any such claim or action may arise out of material directly supplied by DISTRICT and

subsequently incorporated verbatim in material prepared by CONSULTANT.

- 6.4.2 DISTRICT will indemnify and hold CONSULTANT harmless with respect to any claims or actions instituted by third parties which result from the verbatim use by CONSULTANT of factually incorrect material furnished by DISTRICT, or where material created by CONSULTANT is substantially changed by DISTRICT and published without CONSULTANT'S knowledge, to the extent said change is found to result in liability for CONSULTANT. Information or data obtained by CONSULTANT from DISTRICT prior to publication to substantiate claims made in public communications on behalf of DISTRICT shall be deemed to be "material furnished by DISTRICT;" provided, however, that to the extent the professional standards of CONSULTANT'S industry would commend independent research on the part of CONSULTANT, the parties shall by apportioned responsibility accordingly and be liable to the extent of such responsibility without duty to the other.
- 6.4.3 In the event of any proceeding against DISTRICT by any regulatory agency or in the event of any court action challenging the validity or propriety of any work involving CONSULTANT, to the extent not covered by CONSULTANT'S obligations set forth herein to defend, indemnify and hold DISTRICT harmless, CONSULTANT shall assist in the preparation of the defense of such action or proceeding and cooperate with DISTRICT and their attorneys. DISTRICT will reimburse CONSULTANT for any out-of-pocket costs incurred in connection with any such action or proceeding.
- 6.4.4 The CONSULTANT agrees to furnish the DISTRICT evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of (i) personal injury, (ii) bodily injury, (iii) death, (iv) damage to property, including loss of use thereof, or (v) libel, slander, piracy, plagiarism, invasion of privacy or infringements of copyright in any way related to the CONSULTANT'S, or any subcontractors', actions in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds and refer to and support the CONSULTANT'S obligation to hold harmless the DISTRICT, its officers, commissioners, agents, and employees.
- 6.4.5 The CONSULTANT agrees to furnish the DISTRICT evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property arising from CONSULTANT's negligent acts, errors or omissions.

## **6.5 Oregon Law and Forum**

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the DISTRICT and the CONSULTANT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

## **6.6 Workers' Compensation Coverage Requirements**

The CONSULTANT is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any workers' compensation coverage under this Agreement. If the CONSULTANT hires subconsultants for the performance of this Agreement, the CONSULTANT agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the CONSULTANT.

- 6.6.1 The CONSULTANT will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the CONSULTANT to any benefits generally granted to DISTRICT, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this Agreement to the CONSULTANT are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the CONSULTANT is presently a member of the Public Employees Retirement System).

## **6.7 Assignment**

The CONSULTANT shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the DISTRICT which may be granted or withheld in its sole and absolute discretion. The DISTRICT may assign this Agreement at any time and shall provide CONSULTANT with notice of such assignment within thirty (30) days of such assignment.

## **6.8 Notice**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the

receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the DISTRICT: Clackamas County Service District No. 1  
c/o Water Environment Services  
150 Beavercreek Road – Suite 430  
Oregon City, Oregon 97045  
ATTN: Greg Geist

Copy to: County Counsel  
c/o Water Environment Services  
150 Beavercreek Road – Suite 430  
Oregon City OR 97045  
ATTN: Chris Storey

If to the CONSULTANT: Richwine Environmental Inc.  
16360 NW Paisley Drive  
Beaverton, OR 97006  
ATTN: Dale Richwine, P.E.

#### **6.7 Severability**

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

#### **6.8 Integration**

This Agreement contains the entire agreement between the DISTRICT and the CONSULTANT and supersedes all prior written or oral discussions or agreements.

#### **6.11 Funds**

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2013/2014. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

## **6.12 Ownership of Documents**

- 6.12.3 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the Project Manager.
- 6.12.4 The CONSULTANT may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.
- 6.12.5 Any use the DISTRICT makes of the materials referred to in Paragraph 6.14.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT'S risk.

## **6.13 Release of Information**

No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising, communication with the media, the public, other clients of the CONSULTANT, or any other person for any other purpose, without prior written approval of the DISTRICT'S Project Manager.

## **6.9 Maintenance of Records**

The CONSULTANT shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each PROJECT in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The DISTRICT or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the CONSULTANT regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final PROJECT billing or until three (3) years after the date of resolution of any litigation or claim.

## **6.15 Public Contracting Law**

The parties acknowledge that DISTRICT is subject to public contracting law including ORS Chapters 279A and 279C, and all applicable portions of the Oregon Revised Statutes are hereby incorporated by reference.

## **6.16 Survival & Headings**

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason. The headings used in

this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

**6.17 Amendments & Waiver**

The DISTRICT and the CONSULTANT may amend this Agreement at any time only by written amendment executed by the DISTRICT and the CONSULTANT. The DISTRICT and the CONSULTANT shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

**CONSULTANT**

**CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

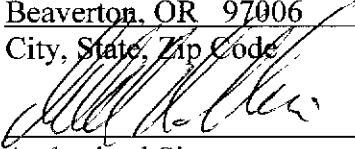
Richwine Environmental Inc.  
Company

Michael S. Kuenzi, District Director

16360 NW Paisley Drive  
Address

Date

Beaverton, OR 97006  
City, State, Zip Code

  
Authorized Signature

**TRI-CITY SERVICE DISTRICT**

PRESIDENT  
Title

Michael S. Kuenzi, District Director

37-1585773  
Federal Tax ID Number

Date

June 19, 2013  
Date