



AGENDA

Revised

*Added consent item G. 1.

Thursday, June 11, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-49

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Informational Presentation of Camp HOPE Oregon 2015, A Pilot Program of A Safe Place Family Justice Center (Angela Brandenburg, Clackamas County Sheriff's Office)

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

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

1. Resolution No. _____ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2014-2015 (Diane Padilla, Budget Manager)

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

Department of Transportation & Development

1. Board Order No. _____ Approving the Solid Waste Management Fee Adjustment (Eben Polk, Office of Sustainability)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement #44-1664 with Multnomah County Department of Human Services, Aging & Disability Services Division – *Social Services*
2. Approval of Amendment No. 3 to a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program for the HOPE Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
3. Approval of Amendment No. 3 to a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program, for the Jackson Place Program to Provide Transitional Housing and Services for the Homeless – *Social Services*
4. Approval of Amendment No. 1 to a Grant Agreement from the US Department of Housing and Urban Development, Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*
5. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for Operations for The Mt Hood Express Bus Service – *Social Services*
6. Approval of Federal Lands Access Program Match Amendment with the Federal Highway Administration for Mt Hood Express Bus Service in the Mt Hood Communities – *Social Services*
7. Approval for the Public Health Division to Apply for the Healthy Eating, Active Living, Communities Grant with Kaiser Permanente – *Public Health*
8. Approval to Apply for US Department of Housing and Urban Development Continuum of Care Grant Funding – *Housing & Community Development*
9. Approval of a Renewal Grant Agreement with the US Department of Housing and Urban Development, Continuum of Care Program, for the Homeless Management Information System – *Housing & Community Development*
10. Approval to Amendment No.6 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Services – *Children, Youth & Families*
11. Approval for Renewal of a Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*

B. Department of Transportation & Development

1. Resolution No. _____ Supporting the Department of Transportation & Development Application for the Metro Community Planning & Development Grant Program
2. Approval of a Contract with Eagle-Elsner for the Prosperity Park Road, Somerset Drive Paving Package

C. Finance Department

1. Resolution No. _____ for a Clackamas County Budget (Less than 10%) for Fiscal Year 2014-2015

2. Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2014-2015
3. Resolution No. _____ for Clackamas County Transfer of Appropriations for Fiscal Year 2014-2015
4. Resolution No. _____ Affirming that the Clackamas County 2014-2015 Fiscal Year Budget is Appropriated by Organization Unit
5. Approval of a Contract with K&C Plumbing, Inc. for the Silver Oak Building Tenant Improvement Project – Plumbing System Rebid
6. Approval of a Contract with Town & Country Fence Co. of Oregon for the Silver Oak Building Tenant Improvement Project – Security Fence and Gates
7. Approval of a Contract with Robert Lloyd Sheet Metal, Inc. for the Silver Oak Building Tenant Improvement Project – HVAC System Rebid

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. County Counsel

1. Approval of the Designation of Newspaper for 2015 Property Tax Foreclosure Publication

F. Juvenile Department

1. Approval of Amendment No. 2 to the Contract (No. 931488) with Metro for Youth Offender Work Crew Services Along the I 205 Corridor

***G. County Administration**

1. Approval of Clackamas County Resolution Services as the Eligible Grantee for Community Dispute Resolution Funding as Determined by the Oregon Office for Community Dispute Resolution

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ for North Clackamas Parks & Recreation District for Transfer of Appropriations for Fiscal Year 2014-2015

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Informational Presentation of Camp HOPE Oregon 2015 A Pilot Program of A Safe Place Family Justice Center

Purpose/Outcomes	Provide program information to the Board on the inaugural launch of Camp HOPE Oregon to include the benefits of the program in helping children heal from trauma. (See attachment: <i>The Impact of Camp HOPE on Children Exposed to Domestic Violence 2013</i>)
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	Camp HOPE Oregon is scheduled to launch as a new three year pilot project in the summer of 2015 in the Mt. Hood area of Clackamas County, Oregon.
Previous Board Action	N/A
Contact Person	Lt. Angela Brandenburg, Director A Safe Place FJC 503-557-5872; Melissa Erlbaum, Executive Director for Clackamas Women's Services 503-557-5810

BACKGROUND:

The vision behind Camp HOPE is to help children by breaking the generational cycle of family violence. They will be offered healing and hope while having the fun, playful experiences that they deserve. Developed through the National Family Justice Center Alliance in 2003, Camp HOPE is based on proven research that indicates how important hope is for child survivors of violence. It is a natural extension of the Family Justice Center model.

Violence against children and families thrives on the silence and isolation of the victims. Often, when young people are exposed to violence they withdraw not only emotionally but also physically, jeopardizing their health in the process. In some cases they begin to act out the violence themselves, perpetuating a cycle. Proven programming like Camp HOPE engages communities, encouraging residents to bring the issue of domestic violence out of the shadows by clarifying the way that violence affects children and adolescents.

"Working Together to Make a Difference"

2223 Kaen Road, Oregon City, OR 97045 • Tel 503-785-5000 • Fax 503-785-5190 • www.clackamas.us/sheriff

Camp HOPE, structured around Dr. Chan Hellman's "HOPE Theory" research, provides children ages 6 to 15 who have been exposed to domestic and/or sexual violence with the opportunity to get outdoors, play, and have fun. These experiences sound simple enough, but for youth whose lives have been affected by violence, they are even more crucial to recovery from trauma. The camp includes programmatic elements related to emotional care (such as nightly check-ins and positive character trait development), but the main focus is promoting healing through active play and recreation.

In partnership with A Safe Place Family Justice Center, CWS recently participated in the model by bringing children of program participants from A Safe Place to Camp HOPE California. Feedback from the local campers was overwhelmingly positive and these experiences both allowed CWS advocates and counselors to learn from this valuable work and served as a catalyst to establish a Camp HOPE Oregon so that more children from A Safe Place have increased access to this valuable opportunity. This summer, CWS and A Safe Place will host the first official Camp HOPE Oregon pilot project at Camp Arrah Wanna, right here in Clackamas County.

CWS staff and other members of A Safe Place partner agencies engage caregivers of the children before, during, and after camp. CWS provides specialized mental health counselors to support children during the course of Camp HOPE Oregon and to deliver follow-up mentoring and activities throughout the year.

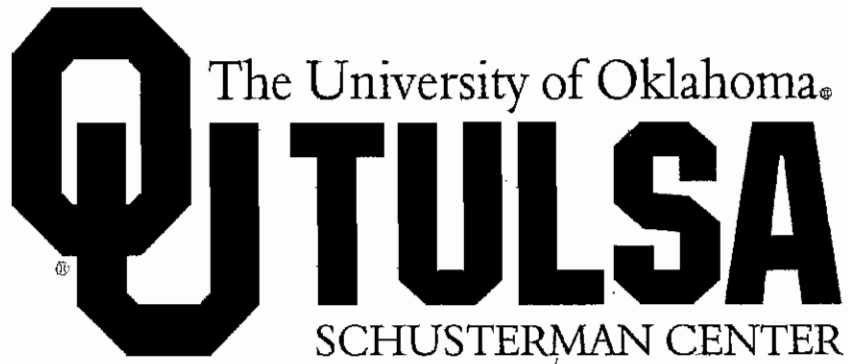
In addition to providing specialized staff and volunteers for Camp HOPE Oregon, CWS works on behalf of A Safe Place to coordinate a multi-partner workgroup tasked with organizing and sustaining the program. A Safe Place Family Justice Center will continue to work directly with the National Family Justice Center Alliance to develop access to Camp HOPE Oregon for children served by other up and coming Family Justice Centers throughout Oregon in coming years.

RECOMMENDATION:

Staff requests your support for Camp HOPE Oregon.

Respectfully submitted,

Angela Brandenburg, Lieutenant
Clackamas County Sheriff's Office
Director – A Safe Place Family Justice Center



**CENTER OF APPLIED RESEARCH
FOR NONPROFIT ORGANIZATIONS**

The Impact of *Camp HOPE* on Children Exposed to
Domestic Violence

**Camp HOPE
Preliminary Report**

Fall 2013

Prepared by
Heather Chancellor, BA
Chan M. Hellman, PhD

The Impact of *Camp HOPE* on Children Exposed to Domestic Violence

Camp HOPE

Camp HOPE California is the first statewide camping and mentoring initiative in the United States to focus on children exposed to domestic violence. Camp HOPE California grew out of the vision and work of the San Diego Family Justice Center and the National Family Justice Center Alliance (www.familyjusticecenter.com). The vision for Camp HOPE California is to break the generational cycle of family violence by offering healing and hope to children who have witnessed family violence. The vision includes partnerships with an existing camp in Etna, CA (www.kiddercreek.org) and Bethel Ranch in Arroyo Grande, CA. Camp HOPE California provides weeklong camping experiences for children at no cost to them or their families.

Camp HOPE Program

The Camp HOPE 2013 Program, developed in partnership with Kidder Creek Camp, is a values-based, "Challenge by Choice" camping model with a focus on praising children for observed and developing character traits through the course of a six day program. "Challenge by Choice" refers to challenging children to try new activities and activities with perceived danger or risk but allowing them to opt out of those activities if the challenge creates unmanageable stress or fear. It asks that campers challenge themselves and participate fully in the experience at-hand. Recognizing that any activity or goal may pose a different level and type of challenge for each camper and that authentic personal change comes from within, Challenge by Choice creates an environment where campers are asked to search for opportunities to stretch and grow during the experience. The determination of what kind of participation represents an optimal learning opportunity is the responsibility of each camper. Camp HOPE 2013 was operated in collaboration with Kidder Creek Camp – an adventure camp owned by Mount Hermon, Inc. All recreational activities were supervised by trained Kidder Creek Camp staff members who also operate weekly summer camps that are not focused on children exposed to domestic violence. HOPE is defined throughout the weeklong camp as three things – believing in yourself, believing in others, and believing in your dreams.

Using a trauma-informed camper/counselor approach, Camp HOPE 2013 focused on providing affirmation and encouragement including campfire sessions where campers receive character awards each day from their youth or adult counselors. Everyone cheered for each child receiving an award after the observed character trait was specifically and contextually described to the entire group. Camp HOPE program activities included rafting, high and low ropes courses (age specific), horseback riding, arts and crafts, recreational hiking and field games, skits and camp songs, nightly campfires, journaling, KBAR (kick back and relax) time in the cabins each day with counselors and campers, group discussions each night ("Where did you see hope today?"), three family style meals each day (eating with your own cabin group), and other relationship-oriented times. Each day at Camp HOPE there was a theme word for the day. These words included: Hope, Kindness, Courage, Friendship, Respect, and Leadership. Children did not have "free time" at Camp HOPE and children were never without an adult mentor, youth counselor, or adult counselor. Program components varied slightly for the first two weeks of Camp HOPE which included only children from the Shasta One Safe Place Family Justice Center (Redding, CA). This was due to specialized programming elements created by the One Safe Place Education Team. But most key elements described above were consistent for all five weeks of Camp HOPE.

Camping sessions in 2013 included five separate weeks of camp. Three weeks involved children ages 7-11 and two weeks of camp involved children ages 11-15. Children also have the opportunity to aspire to be youth counselors after they turn 16 years of age. Casey Gwinn, the founder of Camp HOPE California, served as the Director of Camp HOPE in 2013 during this evaluation study. Children came from nine Family Justice Centers in California and Idaho where many of the children were already receiving some level of trauma-informed care and advocacy services. The participating Family Justice Centers included: Shasta One Safe Place (Redding, CA); Nampa Family Justice Center (Nampa, ID); San Diego Family Justice Center (San Diego, CA); Imperial County Family Justice Center (El Centro, CA); Orange County Family Justice Center (Anaheim, CA); Solano Family Justice Center (Fairfield, CA); Yolo County Family Justice Center (Woodland, CA); Alameda County Family Justice Center (Oakland, CA); West Contra Costa Family Justice Center (Richmond, CA). All the children attending Camp HOPE had been exposed to/witnessed domestic violence prior to coming to Camp HOPE. The children attending included physically and sexually abused children as well.

Purpose Of Report

The purpose of this report is to present Camp HOPE leadership and stakeholders the preliminary findings from an outcome assessment conducted by the Center of Applied Research for Nonprofit Organizations from the University of Oklahoma – Tulsa Schusterman Center. The primary outcome of focus is the impact of Camp HOPE on children's hope along with a belief in self, trust in others, sense of belongingness, and believing they can achieve their dreams.

Hope Theory

Hope theory (Snyder, 2002), is a cognitive process related to a child's expectation toward achieving a future goal. Indeed, on the basis we are driven by our goals, hope theory argues that if we can establish clear strategies or pathways to achieving the goal and are willing to direct mental energy (agency) toward pursuing these pathways, we are experiencing hope. Those who have a pathway but low energy, motivation (agency) are considered low hope. Similarly, those with high mental energy but no mental pathways toward goal attainment are considered low hope. In order to be high hope, the child must have both pathways and agency toward their goal.

Assessment Procedure

200 surveys were administered to the youth participants of Camp HOPE before the camp began, after the camp was complete, as well as at a 30 day follow up. Individual Family Justice Centers were responsible for the data collection and matching the responses to ensure a de-identified data collection process anonymous to the OU research team and agreed upon by the OU-IRB.

In order to examine the impact of Camp HOPE, surveys were collected prior to traveling to camp, at the end of camp, and finally a 30+ day follow up assessment. As mentioned earlier, these responses were then paired for subsequent analyses using both paired samples T-Test and a repeated measure Analysis of Variance.

Ultimately, 111 completed pre and post surveys were matched, resulting in a 55.5% response rate. In addition, 30 completed pre, post, and follow-up surveys were matched representing a 15% response rate.

Magnitude of impact was assessed using both Cohen's (1990) d-statistic for the pre-test post-test comparison and partial eta square on the repeated measures analyses. While statistical significance

provides information about the confidence in the change, magnitude describes how meaningful the change can be described. For the d-statistic a + or - value of .20 is considered small, + or - .50 is considered moderate, and + or - .80 is considered a large or strong effect. Partial eta square estimates the amount of variance explained in a dependent variable from the independent variable. A value of .02 is considered small, .09 is moderate, and .25 is considered a large effect.

Descriptive Statistics

Specific demographic characteristics of the children were limited in the survey. However, the average age of the respondent was 10.7 years (SD = 2.8). 189 children reported their gender with 88 males and 101 females. More detailed demographic of the children would be available through Camp HOPE leadership.

Measurement

Hope was assessed using the Children's Hope Scale (Snyder, Hoza, Pelham, Rapoff, Ware, Danovsky, et al. 1997), which examines the extent to which children believe they can establish pathways to their goals as well as develop and maintain the will power to follow these pathways. Both pathways and willpower are required to establish hope. This measure is comprised of six self-report items with a six-point Likert-Type response format (1 = none of the time; 6 = all of the time). Scores can range from a low of six to a high of 36. Thus, higher scores reflect higher hope. The Children's Hope Scale is a widely used measure with over 200 published scholarly studies. Validity studies have been established both psychometrically and substantively. However, reliability is sample specific and must be established in each individual study.

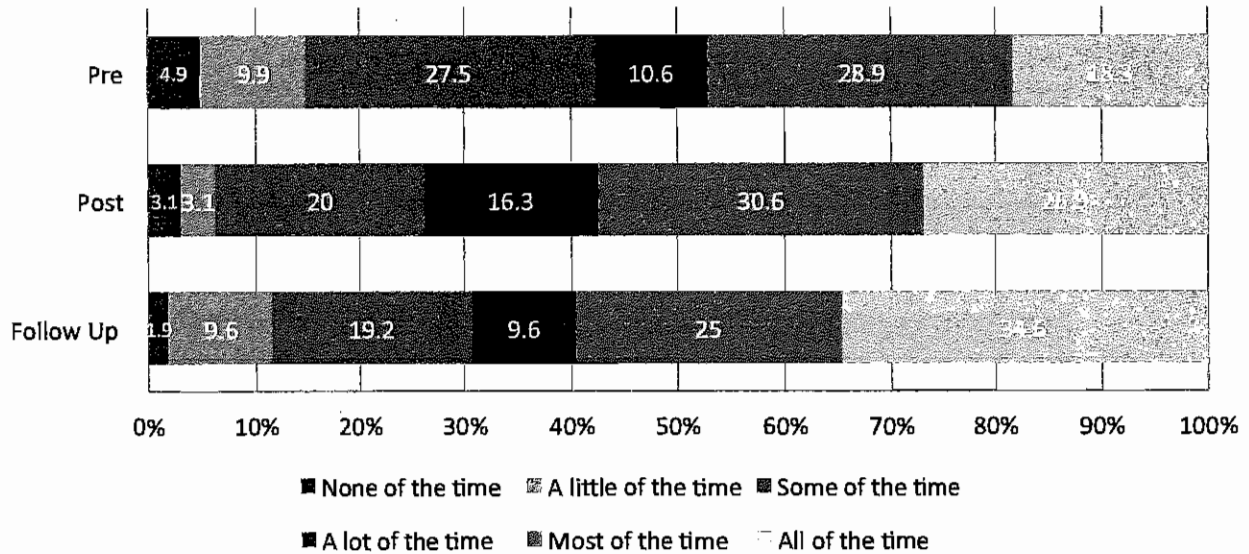
Reliability is defined as the extent to which a test *consistently* measures whatever it is measuring; therefore, the higher the reliability, the better (Gay et al., 2009). In this study, we are measuring *hope*, a temporal psychological characteristic. As such, we expect to see a change between measuring points (pre, post, and follow-up). Additionally, the intervention of Camp HOPE has been introduced in this study. As a result, we expect to see a change between measuring points due to the intervention (Schultz et al., 2005).

For the purposes of this study, both internal consistency reliability estimates and a test-retest reliability score were obtained. Internal consistency reliability estimates (α) are used to measure the internal consistency of test items. An estimate of .70 or higher is considered an adequate internal consistency reliability estimate. In order to calculate a test-retest score, a correlation analysis was conducted among the pre and post-test hope scores. Using the internal consistency reliability analysis indicated a Pre-Hope $\alpha = .785$; Post-Hope $\alpha = .798$; F/U-Hope $\alpha = .880$. Using the test-retest correlation analysis indicated a statistically significant correlation between the pre and post-test ($r = .477$, $p < .001$). Thus, acceptable levels of score reliability in the current sample are established.

In addition to Hope, six single item measures were collected to assess comfort, feeling like part of a group, commitment to enjoying life, a sense of acceptance by others, trust in others, and a belief in achieving dreams. These individual items were also presented with a six point Likert-Type response (1 = none of the time; 6 = all of the time).

The following pages depict the graphical illustrations of the responses to the individual items on the survey.

I feel comfortable with everyone I am around.



On the pre-test, 4.9% of respondents answered “None of the time”, 9.9% answered “A little of the time”, 27.5% answered “Some of the time”, 10.6% answered “A lot of the time”, 28.9% answered “Most of the time”, and 18.3% answered “All of the time”. On the post-test, 3.1% answered “None of the time”, with 57.5% reporting most of the time or all the time. On the follow-up test, 1.9% answered “None of the time”, with 59.6% reporting most of the time or all the time.

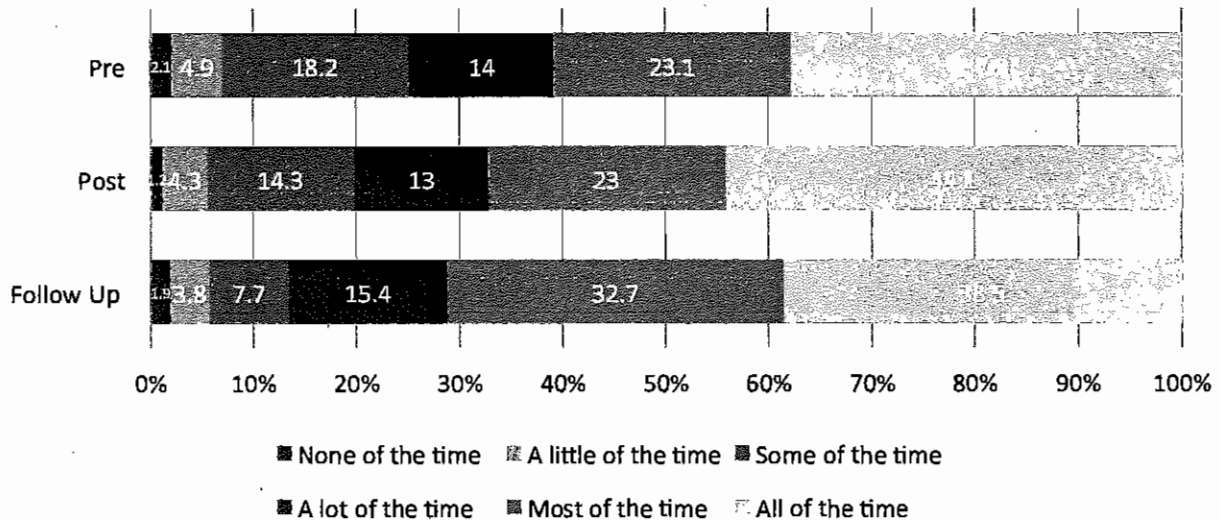
Comparing the Means

Variable	Mean	Std. Dev.	df	t-value	Significance
Pre	4.0	1.4	109	-3.647	<.001*
Post	4.5	1.3			

N = 110, p ≤ .05

We conducted a Paired-Samples T-Test to determine if there was a difference in the pre-test and post-test means. The results indicated the increase in scores was statistically significant ($t = -3.647$, $df = 109$, $p < .001$). Additionally, a Cohen’s d-statistic was computed ($d = .79$) suggesting a statistically significant moderate increase in comfort felt by campers at the post-test.

I feel like I'm part of a group of people who care about each other.



The above chart demonstrates the percent of respondents who answered Question 8: "I feel like I'm part of a group of people who care about each other."

On the pre-test, 2.1% of respondents answered "None of the time", 4.9% answered "A little of the time", 18.2% answered "Some of the time", 14% answered "A lot of the time", 23.1% answered "Most of the time", and 37.8% answered "All of the time". On the post test, 67.1% reported most of the time or all the time. For those completing the follow up, 71.2% reported most or all of the time.

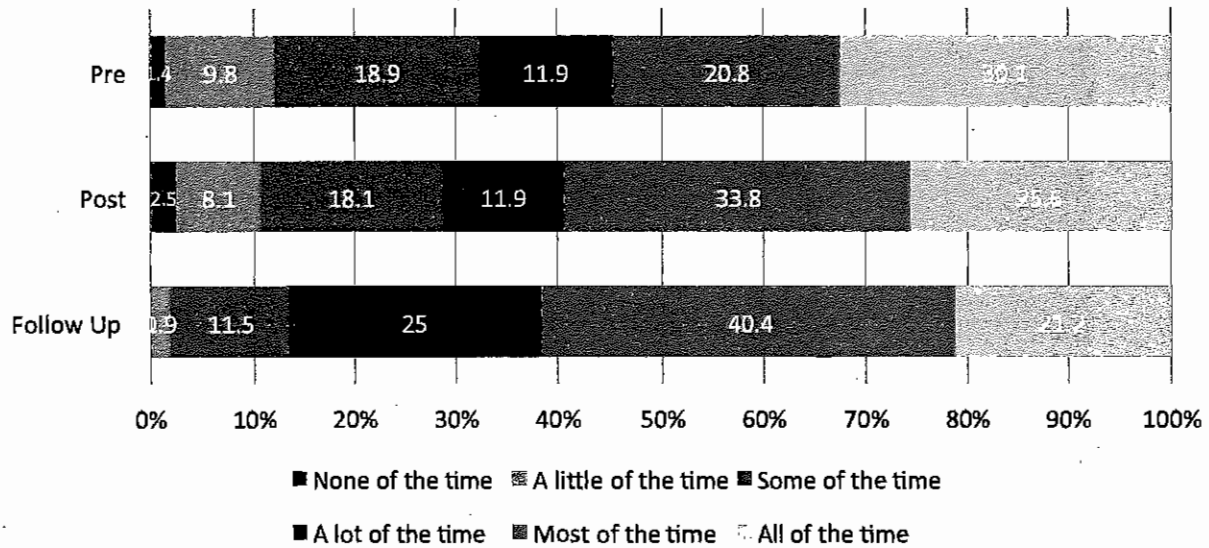
Comparing the Means

Variable	Mean	Std. Dev.	df	t-value	Significance
Pre	4.6	1.4	111	-2.360	.020*
Post	4.9	1.3			

N = 112, $p \leq .05$

We conducted a Paired-Samples T-Test to determine if there was a difference in the pre-test and post-test means. The results indicated a statistically significant increase in the means ($t = -2.360$, $df = 111$, $p = .020$). Additionally, a Cohen's d-statistic was computed ($d = -.21$) suggesting a statistically significant small increase in feeling like part of a caring group by campers at the post-test.

Others accept me.



The above chart demonstrates the percent of respondents who answered Question 10: "Others accept me."

On the pre-test, 1.4% of respondents answered "None of the time", 9.8% answered "A little of the time", 18.9% answered "Some of the time", 11.9% answered "A lot of the time", 20.8% answered "Most of the time", and 30.1% answered "All of the time". For the post test, 59.4% of the campers reported most or all of the time. At the follow up, 61.6% report most or all of the time.

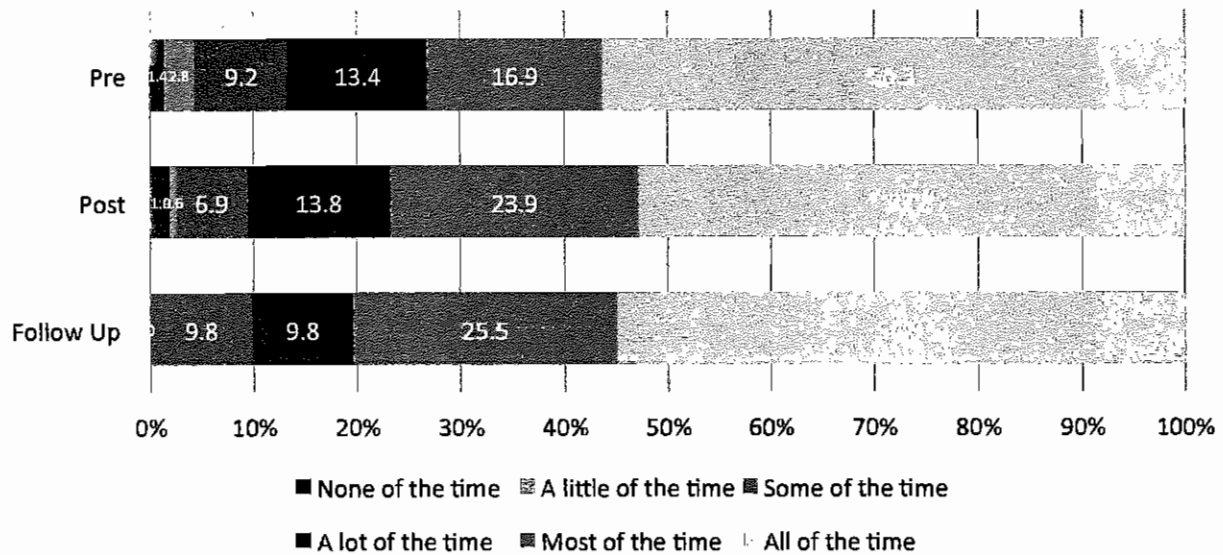
Comparing the Means

Variable	Mean	Std. Dev.	df	t-value	Significance
Pre	4.4	1.4	110	-.483	.630
Post	4.5	1.4			

N = 110, p ≤ .05

We conducted a Paired-Samples T-Test to determine if there was a difference in the pre-test and post-test means. The results indicated there was not a statistically significant difference in the means (t = -.483, df = 110, p = .630).

I am committed to enjoying life.



The above chart demonstrates the percent of respondents who answered Question 9: “I am committed to enjoying life.”

On the pre-test, 1.4% of respondents answered “None of the time”, 2.8% answered “A little of the time”, 9.2% answered “Some of the time”, 13.4% answered “A lot of the time”, 16.9% answered “Most of the time”, and 56.3% answered “All of the time”. On the post test, 76.7% of the responding campers indicated most or all of the time. Finally, for the follow up, 80.4% report most or all of the time.

Comparing the Means

Variable	Mean	Std. Dev.	df	t-value	Significance
Pre	5.2	1.2	109	-.903	.369
Post	5.3	1.0			

N = 110, $p \leq .05$

We conducted a Paired-Samples T-Test to determine if there was a difference in the pre-test and post-test means. The results indicated there was not a statistically significant difference in the means ($t = -.903$, $df = 109$, $p = .369$).



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2014-2015

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	The effect is a decrease in appropriations of \$385,814.
Funding Source	Includes changes in Licenses & Permits, Federal Operating Grants, Charge for Services, Miscellaneous Revenue, Other Financing Sources and Interfund Transfers.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended December 11, 2014 and, January 29
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

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

The County School Fund is recognizing US Forest Reserve revenue and budgeting for a transfer to county schools.

The Emergency Management Fund is recognizing additional grant revenue from the Emergency Management Performance Grant, State Homeland Security Program Grant and Urban Area Security Initiative and budgeting for an Emergency Management vehicle radio replacement and program costs.

The Transportation SDC Fund is reducing its budget to reflect actual program revenues and expenditures.

The DTD Capital Projections Fund is reducing its interfund transfer revenue from the Transportation SDC Fund and Happy Valley/Clackamas Joint Transportation SDC Fund and budgeting for lower construction cost, as projects are now scheduled for completion next fiscal year.

The effect of this Resolution is a reduction in appropriations of \$385,814 including revenues as detailed below:

Licenses and Permits	\$ 125,000.
Federal Operating Grants	346,535.
Charge for Services	(1,500.)
Miscellaneous Revenue	32,900.
Other Financing Sources	11,871.
Interfund Transfer	<u>(900,620.)</u>
Total Recommended	<u>\$ (385,814.)</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2014-15



Resolution No. _____

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

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 11, 2015.

WHEREAS; the funds being adjusted are:

- . County School Fund
- . Emergency Management Fund
- . Transportation SDC Fund
- . DTD Capital Projects Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 11, 2015

Licenses and Permits	\$	125,000.
Federal Operating Grants		346,535.
Charge for Services		(1,500.)
Miscellaneous Revenue		32,900.
Other Financing Sources		11,871.
Interfund Transfer		<u>(900,620.)</u>
Total Recommended		<u>\$ (385,814.)</u>

COUNTY SCHOOL FUND

Revenue:		
Federal Operating Grants	\$	<u>100,000.</u>
Total		<u>\$ 100,000.</u>
Expense:		
Special Payments	\$	<u>100,000.</u>
Total		<u>\$ 100,000.</u>

County School Fund is recognizing US Forest Reserve revenue and budgeting for a transfer to county schools.

EMERGENCY MANAGEMENT FUND

Revenue:		
Federal Operating Grants	\$	<u>246,535.</u>
Total		<u>\$ 246,535.</u>
Expense:		
Emergency Management Fund	\$	<u>246,535.</u>
Total		<u>\$ 246,535.</u>

Emergency Management Fund is recognizing additional grant revenue from the Emergency Management Performance Grant, State Homeland Security Program Grant and Urban Area Security Initiative and budgeting for an Emergency Management vehicle radio replacement and program costs.

TRANSPORTATION SDC FUND

Revenue:	
Licenses and Permits	\$ 125,000.
Charge for Services	(1,500.)
Miscellaneous Revenue	32,900.
Other Financing Sources	11,871.
Interfund Transfer	<u>(500,000.)</u>
Total	<u>\$ (331,729.)</u>
Expense:	
Materials and Services	\$ (28,120.)
Interfund Transfers	(367,204.)
Contingency	(383,384.)
Special Payments	<u>446,979.</u>
Total	<u>\$ (331,729.)</u>

Transportation SDC Fund is reducing its budget to reflect actual program revenues and expenditures.

DTD CAPITAL PROJECTS FUND

Revenue:	
Intefund Transfer	\$ (400,620.)
Total	<u>\$ (400,620.)</u>
Expense:	
Capital Outlay	\$ (400,620.)
Total	<u>\$ (400,620.)</u>

DTD Capital Projections Fund is reducing its interfund transfer revenue from the Transportation SDC Fund and Happy Valley/Clackamas Joint Transportation SDC Fund and budgeting for lower construction cost, as projects are now scheduled for completion next fiscal year.



EBEN POLK
RESOURCE CONSERVATION AND SOLID WASTE SUPERVISOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 11, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**A BOARD ORDER APPROVING SOLID WASTE MANAGEMENT FEE
ADJUSTMENTS**

Purpose/Outcome	A Board Order approving Solid Waste Management fee adjustments.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	Subject to Annual Review
Previous Board Action/Review	Solid Waste Commission approval on May 12, 2015.
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst (503) 742-4466
Contract No.	N/A

BACKGROUND

Annual Review of Solid Waste Collection Franchisees

The Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the nine franchised solid waste collection companies that hold the County's 22 franchises. The purpose of the review is to ensure solid waste and recycling collection services are being provided as safely and as efficiently as possible. The review is also used to establish the fees charged for the services required by the County, and to ensure a fair return on revenues to the collectors. This process is supported by a certified public accountant to review franchisee financial records.

The County is divided into four fee zones: 1) Urban; 2) Rural; 3) Distant Rural and 4) Mountain. Zones are differentiated by services offered (e.g. no yard debris service outside the Urban zone) and distances traveled between houses and from disposal sites.

The Board of County Commissioners has the authority to set and adjust these fees, pursuant to Section 10.03.340 of the Clackamas County Code, when the BCC finds that there has been a change in the cost of doing business. Historically the County has recognized the administrative and strategic value of an annual review, coupled with annual adjustments *as necessary* to keep fees and real costs aligned. This governance model prevents large and unexpected increases that may result from a less frequent review.

The current fees were adopted by the Board and made effective July 1, 2013. There was no fee adjustment in 2014. The adjusted returns for 2014 in each fee zone fall within the acceptable range of 8-12%.

The information provided here was presented to the Solid Waste Commission on May 12, 2015. The Commission unanimously voted to recommend the Board approve the proposed fee adjustments. The Board learned of the recommendation in a Study Session on May 19, 2015.

This year's annual review was conducted on a range of factors impacting the cost of service, including labor, fuel costs, and disposal and processing fees for materials collected. Of these factors, the following have been used to calculate the proposed adjustment:

- An increase of \$1.65 per ton in the solid waste disposal fee at Metro transfer stations. This increase is effective July 1, 2015. Disposal expense is approximately 30% of the direct operational expenses. (*see Metro Rate Comparison*)
- The effective disposal and processing rate for yard debris has seen a 30% increase since 2013. This only impacts the Urban zone where yard debris service is provided.
- Markets for recyclables have declined, resulting in a loss of revenue and increased processing costs, experienced most drastically in the fourth quarter of 2014.

These cost increases are the primary drivers for the proposed fee adjustment, proposed to take effect on July 1, 2015. Using as an example the most common service level, the 32-gallon can/cart collected weekly would increase from \$28.90 to \$29.95 per month (a \$1.05 increase) in the Urban fee zone. Residential customers in other fee zones would see an increase of \$0.65 per month. This represents an increase of 3.7% in the Urban fee zone and approximately 2.5% in the other fee zones. All other classes of service follow similar proposed increases. (*See Solid Waste Collection Supporting Documents*)

The following tables illustrate the recommended proposed fees for each zone, along with a historical review of adjustments. The 32-35 gallon can/cart is the predominant service level. (*See Composite Summaries*)

Recent History of Monthly 32-Gallon Cart / Can Fees							
	2009	2010	2011	2012	2013	2014	Proposed
Urban	\$26.35	\$27.45	\$28.20	\$28.65	\$28.90	\$28.90	\$29.95
Rural	23.30	24.20	24.85	25.30	25.60	25.60	26.25
Distant Rural	28.20	29.10	29.80	30.35	30.60	30.60	31.20
Mountain	29.45	30.35	31.05	31.60	31.85	31.85	32.45

The Solid Waste Commission also recommends an increase for commercial container service based on cubic yard serviced. This reflects the adjustments to labor, disposal and processing costs as mentioned above.

Commercial Container Fee Monthly Increase	
Fee Zone	Per Cubic Yard
Urban	\$2.04
Rural	\$2.04
Distant Rural / Mountain	\$2.04

Lastly, the Solid Waste Commission recommends a new fee associated with drop box service. The system has seen an increase in use of lidded boxes as businesses attempt to avoid illegal dumping in their open drop boxes and choose this option to meet storm water best management practices. While still a relatively small portion of the overall business, the higher cost of the lids should be recovered with fees. Over the years these additional costs have been addressed on a case-by-case basis between the customer and the franchisee with County oversight. As use of these containers grows, an additional fee is proposed to ensure uniformity across the County.

Drop Box-All Zones	Proposed New Fee
Monthly Fee for Lid/Specialty box	\$20.00

Additional background materials are attached.

County Counsel reviewed and approved as to form this document and the attached Board Order.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedule as presented in Exhibit A effective July 1, 2015.

Sincerely,

A handwritten signature in black ink that reads "Scott Caufield". The signature is written in a cursive style with a large, looping "S" and "C".

Scott Caufield
Resource Conservation & Solid Waste Manager

Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@co.clackamas.or.us.

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

In The Matter of Approving the Clackamas County Fee Schedule for Waste and Recycling Collection Services to be uniformly applied by the Franchised Solid Waste Collection Companies



Order No.

Page 1 of 2

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

It further appearing to the Board that the Solid Waste Commission, at a meeting on May 12, 2015, reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

- A. That a Waste Management Fee adjustment has been requested by the franchisees; and
- B. That it is the County's responsibility to ensure each portion of the solid waste collection system recovers the cost of providing that particular service; and
- C. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
- D. That operating costs such as labor and equipment purchases are increasing; and
- E. That disposal costs are increasing on July 1, 2015; and
- F. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
- G. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and

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

In The Matter of Approving the Clackamas
County Fee Schedule for Waste and
Recycling Collection Services to be
uniformly applied by the Franchised Solid
Waste Collection Companies



Order No.

Page 2 of 2

The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; now therefore

IT IS HEREBY ORDERED that the foregoing
recommendations be adopted and that the following franchised collectors be granted a Waste Management
Fee adjustment according to the recommendations effective July 1, 2015,

ADOPTED this _____ day of _____, 2015

BOARD OF COUNTY COMMISSIONERS

John Ludlow, Chair

Recording Secretary

Solid Waste Collection Supporting Documents

May 12, 2015

Solid Waste Collection Fee Adjustment

- ORS 459A.085(3) allows the Counties and Cities to “...*displace competition with a system of regulated [integrated solid waste] collection service by issuing franchises which may be exclusive if service areas are allocated.*”
- The State also provides to Cities and Counties the authority to assess fees that are adequate to provide necessary collection service and allow the recovery of the costs necessary to provide the opportunity to recycle.
- The Resource Conservation and Solid Waste Division of the Department of Transportation and Development (DTD) is responsible for managing the County’s Integrated Solid Waste Collection System.
- One condition of maintaining a County franchise in good standing is:
On an annual basis submit production, sale and purchase records, which include income and expense statements, labor hours, truck hours, customer and receptacle counts, tonnage reports, and which may include, at the County’s option, financial statements and tax returns, for 12 month periods, beginning January 1 and ending December 31 of the previous year, for purposes of Solid Waste Management Fee review...(Clackamas County Solid Waste and Recycling Collection Services Administrative Regulations for Franchisee & Customer; Adopted 10/10/1994, Last amended 11/5/2009)
- The County currently manages 22 franchises. These franchises are held by 9 companies. Of the 9 companies three are publicly traded corporations and six are locally owned Subchapter C corporations. Some of the franchises consolidate their annual reports, resulting in fewer reports than franchisees.
- The County has a contract with Bell & Associates, Inc. a consulting firm specializing in solid waste financial analysis, to perform an analysis of the data submitted.
- The information submitted by the individual franchises is consolidated to create a composite ‘franchisee’. Costs are adjusted to eliminate those allowed for tax purposes but not allowed for determining collection fees. This composite is used to analyze the financial health of the entire system.
- The County determines the systems’ health based on return on revenues. The county’s policy is to measure the health of the solid waste collection system within a range of 8-12% return on revenues. When the system falls within this range typically neither an increase nor decrease in fees is deemed necessary. Special circumstances, such as the addition of new programs or anticipated increases in expenses outside the control of the companies, may cause exceptions.
- Metro Council has approved an increase in the disposal fee by \$1.65 per ton on July 1, 2015; increasing the tip fee to \$94.98. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60

(to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 95.58 beginning July 1, 2015. This increase has been factored into the projections calculated in the financial review.

- A 30% increase in the cost of disposing yard debris has been factored into the projections.
- The cost to remove contaminants from recyclables has been on the rise in recent years while commodity prices respond to global market conditions. In quarter four of 2014 was the first period where there was not a positive return when delivering materials to the processor. Over the past few years the fee adjustments have calculated a decrease in the returns from recyclables. Because of recent issues at ports and lower markets for some materials, there has been zero revenue and a \$25.00 processing fee calculated for delivering recyclables to the processor.
- General inflation has not been applied.
- There has been an increase in the demand for lidded drop boxes by businesses employing best management practices for storm water management. Lids add equipment cost currently not included in the drop box fee structure. Boxes with lids or other specialty boxes require a round trip return to the business of origin. The drop box fee structure for compactors includes this in the fee structure, the open box fees do not. Therefore a monthly fee has been added to address the purchase and maintenance cost for the lid. The collection fee for small compactors will be applied to the lidded and specialized boxes.

Open Drop Box-All Zones	Current	Proposed	Change
Lidded/Specialized box	\$119.00	\$135.00	<i>\$16.00</i>
Monthly Fee for Lid	\$0.00	\$20.00	<i>\$20.00</i>

- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying known increases for the processing of yard debris and recyclables and the disposal of garbage, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.

- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.90	\$29.95	\$1.05
Rural	\$25.60	\$26.25	\$0.65
Distant Rural	\$30.60	\$31.25	\$0.65
Mountain Zone	\$31.85	\$32.50	\$0.65

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.47
Rural	\$0.47
Distant Rural/Mountain	\$0.47

History of Fee Adjustments (copied from previous reports)

July 1, 2014

No Fee adjustment was made in 2014.

- Metro Council approved a decrease in the disposal fee by \$1.00 per ton on July 1, 2014; lowering the tip fee to \$93.33. The 'transaction fee' of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$93.93 beginning July 1, 2014. This increase has been factored into the projections calculated in the financial review.
- A 25% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 1.24% and health insurance for all employees was held flat this year.
- Last year fuel was projected to decrease by 1.21%. This year the projected adjustment is set at -1.76%.

- General inflation is anticipated to be 2.12%.

September 1, 2013

- Metro Council has approved an increase in the disposal fee by \$0.49 per ton on September 1, 2013; raising the tip fee to \$94.33. The 'transaction fee' of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.93 beginning September 1, 2013. This increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Last year fuel was projected to increase by 4.99%. This year the projected adjustment is set at -1.21%.
- Other costs have not been projected to increase.
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.65	\$28.90	\$0.25
Rural	\$25.30	\$25.60	\$0.30
Distant Rural	\$30.35	\$30.60	\$0.25
Mountain Zone	\$31.60	\$31.85	\$0.25

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.95
Rural	\$1.04
Distant Rural/Mountain	\$1.04

- In addition to the adjustment presented above, an additional adjustment to commercial carts is recommended. A historical differential has existed between the carts collected from residential and commercial customers, with commercial customers having a lower fee, except in the Rural zone. In the Urban area this differential can be attributed to the collection of yard debris from residential customers. However, in the rural, distant rural

and mountain zones yard service is not offered in these zones.
 Staff is proposing this differential be equalized over the next three years.

32/35 gallon can/ cart	Current	Proposed	Change
Rural	\$25.35	\$25.60	\$0.25
Distant Rural	\$28.90	\$29.65	\$0.75
Mountain Zone	\$30.15	\$30.90	\$0.75
60 gallon cart	Current	Proposed	Change
Rural	\$35.80	\$36.30	\$0.50
Distant Rural	\$38.05	\$39.30	\$1.25
Mountain Zone	\$39.30	\$40.25	\$1.05

90 gallon cart	Current	Proposed	Change
Rural	\$38.40	\$38.90	\$0.50
Distant Rural	\$40.65	\$41.70	\$1.05
Mountain Zone	\$41.90	\$42.95	\$1.05

-
- Staff is recommending a slight adjustment in the hauling fees associated with open drop box service and for small compactors. Currently the composite earnings for the drop box falls below the acceptable range and has for several years. The system has seen an increase in use of lidded boxes as businesses attempt to avoid illegal dumping in their open drop boxes and adhere to storm water best management practices. The cost of new equipment along with the associated increases in labor expenses warrants this slight adjustment. The last increase on the haul portion of drop box fees was done in 2011.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$113.00	\$119.00	\$6.00
30 Cubic Yards	\$130.00	\$136.00	\$6.00
40 Cubic Yards	\$147.00	\$153.00	\$6.00

Compactors-All Zones	Current	Proposed	Change
Less than 25 Cubic Yards	\$128.00	\$135.00	\$7.00

August 1, 2012

- Metro Council has approved an increase in the disposal fee by \$4.31 per ton on August 1, 2012; raising the tip fee to \$93.84. The 'transaction fee' of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.44 beginning August 1, 2011. A 4.5% increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Fuel was projected to increase by 4.99%.
- Other costs have not been projected to increase.
- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying projected increases, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.

- A monthly rent was applied to all customers with a permanent box on site. Past practice had been to apply rental based on frequency of service for both temporary (occasional) and permanent customers.

In August 2012 fees were adjusted upwards in all zones for all service types.

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.20	\$28.65	\$0.45
Rural	\$24.85	\$25.30	\$0.45
Distant Rural	\$29.80	\$30.35	\$0.55
Mountain Zone	\$31.05	\$31.60	\$0.55

An increase for container service based on cubic yard serviced was approved. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$2.62
Rural	\$2.82
Distant Rural/Mountain	2.77

August 1, 2011

- Metro Council approved an increase in the disposal fee by \$3.68 per ton on August 1, 2011; raising the tip fee to \$89.53. The 'transaction fee' of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$90.13 beginning August 1, 2011. This 4.3% increase has been factored into the projections calculated in the financial review.
- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past.. Driver wages are increasing by 3.17% and health insurance for all employees is increasing by 12.86%.
- Last year fuel was projected as a negative 12.73%. This year a projected increase is at 30.86%.
- Other identified costs have been projected to increase at 3.17%.

- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying projected increases, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$27.45	\$28.20	\$0.75
Rural	\$24.20	\$24.85	\$0.65
Distant Rural	\$29.10	\$29.80	\$0.70
Mountain Zone	\$30.35	\$31.05	\$0.70

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the effects as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$2.51
Rural	\$2.90
Distant Rural/Mountain	\$2.99

- Staff is also proposing a small increase to drop box service fees and an increase in the Urban Zone delivery fee to more accurately capture the costs associated with this service.

Urban Zone	Current	Proposed	Change
Delivery Fee	\$25.00	\$40.00	\$15.00

- The basic service charges for collecting and tipping a drop box/compactor have not changed since 2009. The following are the proposed changes to Open Drop Box and Compactor service in all zones.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$110.00	\$113.00	\$3.00
30 Cubic Yards	\$127.00	\$130.00	\$3.00
40 Cubic Yards	\$144.00	\$147.00	\$3.00

Compactors-All Zones	Current	Proposed	Change
Less than 25 Cubic Yards	\$125.00	\$128.00	\$3.00
25-34 Cubic Yards	\$165.00	\$169.00	\$4.00
Greater than 35 Cubic Yards	\$191.00	\$196.00	\$5.00

August 1, 2010

- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past.. Driver wages are increasing by 3.23% and health insurance for all employees is increasing by 9.83%.
- Last year fuel was projected as a negative 21.01%. This year a projected increase is at 12.73%, considerably lower than the 60% increase experienced 2 years ago.
- Other identified costs have been projected to increase at 3.04%.
- This year an unusual 30% increase in the PUC fees was experienced and expressed in the projections.
- Metro Council has approved an increase in the disposal fee by \$5.10 per ton on August 1, 2010; raising the tip fee to \$85.85. The ‘transaction fee’ of \$3.00 for account customers is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$86.45 beginning August 1, 2010. This 6.32% increase has been factored into the projections calculated in the financial review.

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$26.35	\$27.45	\$1.10
Rural	\$23.30	\$24.20	\$0.90
Distant Rural	\$28.20	\$29.10	\$0.90
Mountain Zone	\$29.45	\$30.35	\$0.90

Staff is proposing an increase for container service based on cubic yard serviced. The adjustment takes into consideration effects on costs as mentioned above.

Fee Zone	Proposed per Yard Adjustment
All Zones	\$1.62

The distances traveled to deliver and collect a box in this area of the County and the infrequency of service continues to have a tremendous impact on the cost of delivering service to the outlying portions of the County. Staff believes the best way to address this concern is to increase the mileage fee. The proposed changes is:

Drop Box Mileage Fee	Current	Proposed	Change
Over 18 miles round trip	\$2.70	\$4.70	\$2.00

August 1, 2009

35 gallon cart: Urban fees were increased by \$1.35; Rural by \$0.50; Distant Rural & Mountain by \$2.25. *(The 32/35 gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.)*

Container Urban/Rural fees increased by \$1.59 and Distant Rural/Mountain fees increased by \$3.21 per cubic yard served.

Drop Box:

	Current	Proposed	Change
Outside the Urban Zone			
Delivery Fee	\$45.00	\$50.00	\$5.00
Mileage Fee	\$2.30	\$2.70	\$0.40

The basic service charges for collecting and tipping a drop box/compactor have not changed since 1993. The following were the changes made in 2009 to Open Drop Box service in all zones.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$80.55	\$110.00	\$29.45
30 Cubic Yards	\$98.10	\$127.00	\$28.90
40 Cubic Yards	\$113.35	\$144.00	\$30.65

The compactor fees as developed in 1993 were priced on a per yard basis within particular size ranges. This practice seemed to be dated per review of the standard throughout the region which revealed a fixed price within a size range. After surveying the size of compactors in service the proposed size ranges were created. The fees are based on those assessed by the City of Milwaukee.

Compactors-All Zones	Current Low-High	Proposed	Change Low-High
Less than 25 Cubic Yards	\$91.95-135.60	\$125.00	\$33.05-(10.60)
25-34 Cubic Yards	\$141.25-171.70	\$165.00	\$23.75-(6.70)
Greater than 35 Cubic Yards	\$176.75-178.00	\$191.00	\$14.25-13.00

- ◆ September 1, 2008
35 gallon cart: Urban fees were increased by \$1.00; Rural by \$1.45; Distant Rural & Mountain by \$1.65.
Container fees increased by \$1.47 per cubic yard served.
Drop Box: Mileage increased to \$2.30.; Delivery charges -Urban increased from \$20 to \$25; All rural delivery from \$40 to \$45. Several incidental fees charged by most drop box companies were codified on the fee schedule, these include but are not limited to: wash out fee; dead head fee; clarified hourly increments.
- ◆ September 1, 2007
Urban fees were increased by \$1.05. All other fee zones remained static.
Yard Debris exemption program was eliminated. Those currently enrolled, "grandfathered" until leave County system regardless of address.
- ◆ July 1, 2006 Changes to Drop Box fees occurred for the first time since 1993.

Rural Distant Rural	Current	Proposed & Adopted
Delivery Fee	\$20	\$40
Mileage Fee	\$1.70	\$2.00

- ◆ July 1, 2006 added the Mountain Zone to address increased services and collection challenges associated with this part of the County. Primarily the Mt. Hood area east of Rhondendron.
- ◆ There were no fee adjustments in 2005, although Metro did increase fees for disposal in September by 0.62% and other costs increased.

- ◆ On October 1, 2004 the following increases were made to residential and commercial services in each of the collection zones. *(The 32/35 gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.)*:

32/35 gallon can/ cart	Current	Adopted 2004	Change
Urban	\$21.10	\$21.55	\$0.45
Rural	\$19.50	\$19.90	\$0.40
Distant Rural	\$22.75	\$23.55	\$0.80

The changes in commercial container service were made on a per-yard basis. The following table shows the increase per yard in each of the fee zones.

Fee Zone	Adopted per Yard Increase 2004
Urban	\$1.75
Rural	\$1.75
Distant Rural	\$3.50

- ◆ In 2003 Metro increased the disposal fee but the County did not adopt a fee adjustment.
- ◆ In July 2002 the Board approved the following increases for 32-gallon can/cart service *(The 32-gallon service is the predominant service in the customer mix. Other fees were adjusted proportionally based on the 32-gallon fee.)*:

32/35 gallon can/cart	2002
Urban	\$1.20
Rural	\$1.20
Distant Rural	\$2.70

- ◆ In 2001, residential and commercial fees were adjusted in the Urban zone only. Commercial containers fees were **decreased** 5-20%. The residential 32-gallon fee was increased by 11% (\$2.20) and residential customers were provided a large roller cart for yard debris collection service.

**Urban Zone Composite
Return on Revenues
2014 Adjusted**

	Can / Cart Service	Container Service	Drop Box Service	Urban Total
Collection & Service Revenues	9,398,440	4,990,728	5,148,946	19,538,114
Direct Costs of Operations	6,994,041 % of revenue	3,522,757 % of revenue	4,394,525 % of revenue	14,911,323 % of revenue
Disposal Expense	2,063,936 22%	1,700,811 34%	2,728,067 53%	6,492,614 33%
Labor Expense	2,565,800 27%	913,142 18%	751,699 15%	4,230,641 22%
Truck Expense	1,484,866 16%	467,781 9%	556,666 11%	2,509,313 13%
Equipment Expense	304,921 3%	171,585 3%	28,165 1%	504,671 3%
Franchise Fees	446,699 5%	227,735 5%	116,776 2%	791,210 4%
Other Direct Expense	127,819 1%	41,903 1%	213,152 4%	382,874 2%
Indirect Costs of Operations	1,681,909	817,512	257,769	2,757,190
Management Expense	416,827 4%	179,407 4%	52,214 1%	648,448 3%
Administrative Expense	491,342 5%	179,259 4%	55,288 1%	725,889 4%
Other Overhead Expenses	773,740 8%	458,846 9%	150,267 3%	1,382,853 7%
Total Cost	8,675,950	4,340,269	4,652,294	17,668,513
Less Unallowable Costs	28,287	15,256	215	43,758
Allowable Costs	8,647,663	4,325,013	4,652,079	17,624,755
Franchise Income	750,777	665,715	496,867	1,913,359
Return on revenues	7.99%	13.34%	9.65%	9.79%
Customer Count / Drop Box Pulls	25,038	1,336	10,079	

**Rural Zone Composite
Return on Revenues
2014 Adjusted Results**

	Can / Cart Service		Container Service		Drop Box Service		Rural Total	
Collection & Service Revenues	5,963,631		1,291,334		794,337		8,049,202	
Direct Costs of Operations	4,170,409	% of revenue	897,933	% of revenue	666,377	% of revenue	5,734,719	% of revenue
Disposal Expense	1,199,246	20%	384,395	30%	389,879	49%	1,973,520	25%
Labor Expense	1,550,239	26%	245,763	18%	148,852	19%	1,944,854	24%
Truck Expense	949,764	16%	154,536	12%	79,104	10%	1,183,404	15%
Equipment Expense	164,334	3%	45,472	4%	7,497	1%	217,302	3%
Franchise Fees	216,327	4%	38,964	3%	26,698	3%	281,989	4%
Other Direct Expense	90,499	2%	28,804	2%	14,347	2%	133,650	2%
Indirect Costs of Operations	1,191,096		228,819		43,380		1,463,295	
Management Expense	327,005	5%	67,657	5%	10,981	1%	405,543	5%
Administrative Expense	412,019	7%	59,536	5%	12,934	2%	484,489	6%
Other Overhead Expenses	452,072	8%	101,626	8%	19,565	2%	573,263	7%
Total Cost	5,361,505		1,126,752		709,757		7,198,014	
Less Unallowable Costs	35,581		4,154		659		40,394	
Allowable Costs	5,325,924		1,122,598		709,098		7,157,620	
Franchise Income	637,607		168,736		85,239		891,582	
Return on revenues	10.69%		13.07%		10.73%		11.08%	
Customer Count / Drop Box Pulls	17,722		450		3,262			

**Distant Rural Zone Composite
Return on Revenues
2014 Adjusted**

	Can / Cart Service		Container Service		Drop Box Service		Distant Rural Total	
Collection & Service Revenues	2,732,519		860,398		355,258		3,948,175	
Direct Costs of Operations	1,909,170	% of revenue	585,516	% of revenue	367,274	% of revenue	2,681,960	% of revenue
Disposal Expense	421,064	15%	170,878	20%	177,856	50%	769,798	19%
Labor Expense	787,386	29%	203,601	24%	121,270	34%	1,112,257	28%
Truck Expense	440,400	16%	117,132	14%	51,672	15%	609,204	15%
Equipment Expense	68,972	3%	16,074	2%	6,830	2%	91,876	2%
Franchise Fees	123,968	5%	37,960	4%	17,168	5%	179,096	5%
Other Direct Expense	67,300	2%	39,871	5%	12,678	4%	119,929	3%
Indirect Costs of Operations	550,539		129,309		22,481		702,329	
Management Expense	139,218	5%	19,435	2%	4,761	1%	163,414	4%
Administrative Expense	227,345	8%	62,086	7%	7,872	2%	297,303	8%
Other Overhead Expenses	183,976	7%	47,788	6%	9,848	3%	241,612	6%
Total Cost	2,459,709		714,825		409,755		3,584,289	
Less Unallowable Costs	16,713		2,724		664		20,101	
Allowable Costs	2,442,996		712,101		409,091		3,564,188	
Franchise Income	289,523		148,297		-53,633		383,987	
Return on revenues	10.60%		17.24%		-15.15%		9.73%	
Customer Count / Drop Box Pulls	6,315		202		651			

Metro Rate Comparison 2014-2015

FY 2015-16 Tip & Transaction Fees and Comparison with Current Rates

March 4, 2015

Charges at Metro	Current	Proposed FY 2015-16	Change
Transfer Stations			
Transaction Fees (per load)	12.00\$	12.00\$	-\$
Staffed	3.00	3.00	-
Automated			
Tip Fee for Mixed Solid Waste			
Tonnage Charge	61.62\$	62.87\$	1.25\$
Regional System Fee	18.21	18.39	0.18
Metro Excise Tax	11.76	11.48	(0.28)
DEQ Fees	1.24	1.24	-
Community Enhancement Fee	0.50	1.00	0.50
Total = Metro Tip Fee	93.33\$	94.98\$	1.65\$
Minimum load charge	28\$	28\$	-\$
Maximum pounds per load	340	340	-
Tip Fees for Organic Wastes at Metro Stations			
Waste Class	Current	Proposed FY 2015-16	Change
Wood/yard debris	52.13\$	50.56\$	(1.57)\$
Residential organics	58.78	59.45	0.67
Commercial organics	64.17	65.23	1.06

2015 Proposed Solid Waste Fee Adjustments

Urban

Cart/Can Service			Adjustment		
Current Rate	Service Level	Proposed	\$	%	
\$ 25.15	20 gal Singlefamily	\$ 26.15	1.00	4.0%	
\$ 28.90	32 gal	\$ 29.95	1.05	3.7%	
\$ 38.10	60 gal	\$ 39.25	1.15	3.0%	
\$ 44.70	90 gal	\$ 45.95	1.25	2.8%	
\$ 13.05	On Call	\$ 13.60	0.55	4.2%	
\$ 12.35	Monthly	\$ 12.90	0.55	4.5%	
\$ 20.65	20 gal Multifamily	\$ 21.65	1.00	4.8%	
\$ 24.40	32 gal	\$ 25.45	1.05	4.3%	
\$ 24.95	35 gal Commercial	\$ 26.00	1.05	4.2%	
\$ 36.05	60 gal	\$ 37.20	1.15	3.2%	
\$ 38.65	90 gal	\$ 39.80	1.15	3.0%	
\$ 4.15	Recycling Only	\$ 4.70	0.55	13.3%	
\$ 5.30	YD Subscription	\$ 5.70	0.40	7.5%	
Container Service			Adjustment		
Current Rate	Service Level	Proposed	\$	%	
\$ 93.25	1 yard weekly	\$ 95.29	\$ 2.04	2.2%	
\$ 178.78	2 yard weekly	\$ 182.85	\$ 4.07	2.3%	
\$ 300.06	2 yard 2x weekly	\$ 308.20	\$ 8.14	2.7%	
\$ 515.45	4 yard 2x weekly	\$ 531.73	\$ 16.28	3.2%	

Rural

Cart/Can Service			Adjustment		
Current Rate	Service Level	Proposed	\$	%	
\$ 21.90	20 gal Singlefamily	\$ 22.50	0.60	2.7%	
\$ 25.60	32 gal	\$ 26.25	0.65	2.5%	
\$ 36.70	60 gal	\$ 37.45	0.75	2.0%	
\$ 42.05	90 gal	\$ 42.90	0.85	2.0%	
\$ 13.50	On Call	\$ 13.85	0.35	2.4%	
\$ 12.45	Monthly	\$ 12.80	0.35	2.8%	
\$ 20.30	20 gal Multifamily	\$ 20.90	0.60	3.0%	
\$ 24.00	32 gal	\$ 24.65	0.65	2.7%	
\$ 25.60	35 gal Commercial	\$ 26.25	0.65	2.5%	
\$ 36.30	60 gal	\$ 37.25	0.95	2.6%	
\$ 38.90	90 gal	\$ 39.85	0.95	2.4%	
\$ 6.45	Recycling Only	\$ 7.00	0.55	8.5%	
Container Service			Adjustment		
Current Rate	Service Level	Proposed	\$	%	
\$ 105.79	1 yard weekly	\$ 107.83	\$ 2.04	1.9%	
\$ 181.63	2 yard weekly	\$ 185.70	\$ 4.07	2.2%	
\$ 350.41	2 yard 2x weekly	\$ 358.55	\$ 8.14	2.3%	
\$ 638.11	4 yard 2x weekly	\$ 654.39	\$ 16.28	2.6%	

2015 Proposed Solid Waste Fee Adjustments

Distant Rural

Distant Rural		Adjustment		
Current Rate	Service Level	Proposed	\$	%
\$ 26.60	20 gal Singlefamily	\$ 27.20	0.60	2.3%
\$ 30.60	32 gal	\$ 31.25	0.65	2.0%
\$ 40.55	60 gal	\$ 41.30	0.75	1.8%
\$ 45.95	90 gal	\$ 46.80	0.85	1.8%
\$ 13.95	On Call	\$ 14.30	0.35	2.4%
\$ 14.10	Monthly	\$ 14.45	0.35	2.5%
\$ 25.00	20 gal Multifamily	\$ 25.60	0.60	2.4%
\$ 29.00	32 gal	\$ 29.65	0.65	2.1%
\$ 29.65	35 gal Commercial	\$ 30.80	1.15	3.8%
\$ 39.30	60 gal	\$ 40.80	1.50	3.8%
\$ 41.90	90 gal	\$ 43.40	1.50	3.6%
\$ 7.20	Recycling Only	\$ 7.75	0.55	7.6%
Distant Rural		Adjustment		
Current Rate	Service Level	Proposed	\$	%
\$ 120.05	1 yard weekly	\$ 122.09	\$ 2.04	1.7%
\$ 201.90	2 yard weekly	\$ 205.97	\$ 4.07	2.0%
\$ 382.69	2 yard 2x weekly	\$ 390.83	\$ 8.14	2.1%
\$ 694.42	4 yard 2x weekly	\$ 710.70	\$ 16.28	2.3%

Mountain

Mountain		Adjustment		
Current Rate	Service Level	Proposed	\$	%
\$ 27.85	20 gal Singlefamily	\$ 28.45	0.60	2.2%
\$ 31.85	32 gal	\$ 32.50	0.65	1.9%
\$ 14.25	On Call	\$ 14.60	0.35	2.3%
\$ 14.40	Monthly	\$ 14.75	0.35	2.4%
\$ 26.25	20 gal Multifamily	\$ 26.85	0.60	2.3%
\$ 30.25	32 gal	\$ 30.90	0.65	2.0%
\$ 30.90	35 gal Commercial	\$ 32.05	1.15	3.7%
\$ 7.20	Recycling Only	\$ 7.75	0.55	7.6%
Mountain		Adjustment		
Current Rate	Service Level	Proposed	\$	%
\$ 139.10	1 yard weekly	\$ 141.14	\$ 2.04	1.5%
\$ 240.00	2 yard weekly	\$ 244.07	\$ 4.07	1.7%
\$ 458.90	2 yard 2x weekly	\$ 467.04	\$ 8.14	1.8%
\$ 846.84	4 yard 2x weekly	\$ 863.12	\$ 16.28	1.9%

Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: July 1, 2015

U R B A N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service ²	
	Weekly Pick Up¹ - one cart/can of garbage, 60 gallon yard debris and recycling					
	20 gallon cart/can		\$ 26.15		\$ 29.65	
	35 gallon cart/can		\$ 29.95		\$ 33.45	
	60 gallon cart		\$ 39.25		N/A	
	90 gallon cart		\$ 45.95		N/A	
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85	
	Occasional extra yard debris - 35 gallon			\$ 3.00		
	Monthly Pick Up⁴ - one cart/can of garbage; weekly recycling included					
	35 gallon cart/can		\$ 12.90		\$ 13.80	
Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85		
On-Call Pick Up⁴ - one cart/can of garbage						
35 gallon cart/can			\$ 13.60	N/A		
Other Services and Fees						
Recycling only - weekly		\$ 4.70		N/A		
Yard debris subscription ³ - weekly		\$ 5.70		N/A		
Bulky waste - furniture, appliances etc.			Table 1			
Distance fees		Table 2				
Terrain fee		\$ 3.65				
Multifamily Service - for shared containers see commercial fees.						
Weekly Pick Up¹ - one cart/can of garbage and recycling						
Central billing		20 gallon	\$ 21.65		\$ 23.65	
		35 gallon	\$ 25.45		\$ 27.45	
Individual billing		20 gallon	\$ 23.25		\$ 25.25	
		35 gallon	\$ 27.05		\$ 29.05	
Occasional extra garbage - 35 gallon				6.05	\$ 6.85	
Bulky waste - furniture, appliances etc.			Table 1			
Additional fees - see Tables 1 and 2						

¹ Greater than one cart/can per week, use multiples of single cart/can fee.

² At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

³ Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

⁴ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2015

U R B A N	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	Add'l	1 1/3	Add'l	1.5	Add'l
	1	\$95.29	\$ 80.85	\$ 117.71	\$ 99.55	\$ 124.97	\$ 106.82
	2	\$182.85	\$ 155.62	\$ 227.70	\$ 193.97	\$ 242.18	\$ 206.19
	3	\$270.41	\$ 228.95	\$ 337.66	\$ 287.37	\$ 359.42	\$ 306.11
	4	\$357.97	\$ 305.16	\$ 447.64	\$ 381.39	\$ 476.62	\$ 405.24
	5	\$445.53	\$ 378.48	\$ 567.63	\$ 474.81	\$ 593.85	\$ 508.02
	6	\$533.09	\$ 453.87	\$ 667.61	\$ 567.53	\$ 711.06	\$ 606.55
	Stops/ Week	Monthly fee for container size in cubic yards					
2		Add'l	3	Add'l	4	Add'l	
1	\$157.97	\$ 134.87	\$ 213.94	\$ 183.00	\$ 272.08	\$ 234.54	
2	\$308.20	\$ 233.93	\$ 415.44	\$ 356.11	\$ 531.73	\$ 457.95	
3	\$458.44	\$ 392.19	\$ 616.94	\$ 529.85	\$ 791.38	\$ 680.52	
4	\$608.67	\$ 518.10	\$ 818.44	\$ 705.65	\$ 1,051.03	\$ 900.49	
5	\$758.92	\$ 651.40	\$ 1,019.95	\$ 877.80	\$ 1,310.68	\$ 1,127.03	
6	\$909.15	\$ 777.89	\$ 1,221.45	\$ 1,046.67	\$ 1,570.33	\$ 1,349.87	
Stops/ Week	Monthly fee for container size in cubic yards						
	5	Add'l	6	Add'l	8	Add'l	
1	\$327.88	\$ 303.13	\$ 376.62	\$ 348.15	\$ 462.32	\$ 429.31	
2	\$642.15	\$ 593.36	\$ 739.62	\$ 684.81	\$ 911.03	\$ 845.68	
3	\$956.42	\$ 611.43	\$ 1,102.62	\$ 1,015.19	\$ 1,359.74	\$ 1,262.26	
4	\$1,270.68	\$ 1,171.19	\$ 1,465.62	\$ 1,352.08	\$ 1,808.45	\$ 1,676.84	
5	\$1,584.96	\$ 1,463.89	\$ 1,828.63	\$ 1,688.59	\$ 2,257.16	\$ 2,084.44	
6	\$1,899.22	\$ 1,759.17	\$ 2,191.63	\$ 2,018.91	\$ 2,705.87	\$ 2,504.99	
Commercial Carts/Cans ¹ - monthly fee; weekly recycling included							
One Stop per Week				First cart/can	Second cart/can	Each additional	
35 gallon cart/can				\$26.00	\$49.80	\$21.80	
60 gallon cart				\$37.20	N/A	N/A	
90 gallon cart				\$39.80	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$51.40	\$98.50	\$22.45	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2015

R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	20 gallon cart/can		\$22.50		\$26.00
	35 gallon cart/can		\$26.25		\$29.75
	60 gallon cart		\$37.45		N/A
	90 gallon cart		\$42.90		N/A
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	Monthly Pick Up³ - one cart/can; weekly recycling included				
	35 gallon cart/can		\$12.80		\$13.70
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	On-Call Pick Up³ - one cart/can of garbage				
	35 gallon cart/can			\$13.85	N/A
	Other Services and Fees				
	Recycling only - weekly		\$7.00		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$20.90		\$22.90
		35 gallon	\$24.65		\$26.65
	Individual billing	20 gallon	\$22.50		\$24.50
		35 gallon	\$26.25		\$28.25
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	Bulky waste - furniture, appliances etc.			Table 1	
	Additional fees may apply - see Tables 1 and 2				

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2015

**R
U
R
A
L**

Commercial Containers weekly recycling included

Stops/ Week	Monthly fee for container size in cubic yards					
	1	Add'l	1 1/3	Add'l	1.5	Add'l
1	\$107.83	\$ 103.13	\$ 132.20	\$ 127.04	\$ 146.99	\$ 141.35
2	\$206.25	\$ 197.65	\$ 254.18	\$ 244.88	\$ 282.68	\$ 272.58
3	\$304.58	\$ 292.18	\$ 376.08	\$ 362.63	\$ 418.53	\$ 403.88
4	\$403.00	\$ 386.75	\$ 498.12	\$ 480.47	\$ 554.25	\$ 535.05
5	\$501.33	\$ 481.28	\$ 620.07	\$ 598.22	\$ 689.94	\$ 666.39
6	\$609.20	\$ 584.45	\$ 752.20	\$ 725.31	\$ 836.92	\$ 807.67

Stops/ Week	Monthly fee for container size in cubic yards					
	2	Add'l	3	Add'l	4	Add'l
1	\$185.70	\$ 179.25	\$ 261.68	\$ 253.68	\$ 336.60	\$ 327.15
2	\$358.55	\$ 346.90	\$ 507.40	\$ 493.05	\$ 654.39	\$ 637.44
3	\$531.20	\$ 514.35	\$ 753.12	\$ 732.27	\$ 972.19	\$ 947.74
4	\$703.89	\$ 681.84	\$ 998.84	\$ 971.69	\$ 1,289.99	\$ 1,258.04
5	\$876.69	\$ 849.39	\$ 1,244.52	\$ 1,210.67	\$ 1,607.73	\$ 1,568.18
6	\$1,062.39	\$ 1,028.69	\$ 1,506.19	\$ 1,464.64	\$ 1,944.43	\$ 1,895.28

Stops/ Week	Monthly fee for container size in cubic yards					
	5	Add'l	6	Add'l	8	Add'l
1	\$410.38	\$ 399.63	\$ 486.10	\$ 473.75	\$ 629.19	\$ 614.49
2	\$799.29	\$ 779.92	\$ 947.59	\$ 925.59	\$ 1,229.49	\$ 1,203.39
3	\$1,188.17	\$ 1,160.17	\$ 1,408.99	\$ 1,377.34	\$ 1,829.73	\$ 1,792.23
4	\$1,577.13	\$ 1,540.53	\$ 1,870.43	\$ 1,829.18	\$ 2,429.92	\$ 2,381.02
5	\$1,965.96	\$ 1,920.76	\$ 2,331.88	\$ 2,280.98	\$ 3,030.22	\$ 2,969.82
6	\$2,376.33	\$ 2,320.38	\$ 2,817.07	\$ 2,753.87	\$ 3,659.41	\$ 3,584.41

Commercial Carts/Cans¹ - monthly fee; weekly recycling included

One Stop per Week	First cart/can	Second cart/can	Each additional
35 gallon cart/can	\$ 26.25	\$ 51.10	\$ 24.00
60 gallon cart	\$ 37.25	N/A	N/A
90 gallon cart	\$ 39.85	N/A	N/A
Occasional extra garbage - 35 gallon	N/A	N/A	\$ 5.25

Two Stops per Week	First cart/can	Second cart/can	Each additional
35 gallon cart/can - 2 stops/wk	\$ 51.75	\$ 100.75	\$ 22.70
Occasional extra garbage - 35 gallon	N/A	N/A	\$ 5.25

Additional fees may apply - see Tables 1, 2 & 3

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2015

D I S T A N T R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	20 gallon cart/can		\$27.20		\$30.70
	35 gallon cart/can		\$31.25		\$34.75
	60 gallon cart		\$41.30		N/A
	90 gallon cart		\$46.80		N/A
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one cart/can; weekly recycling included				
	35 gallon cart/can		\$14.45		\$15.35
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	On-Call Pick Up³ - one cart/can of garbage				
	35 gallon cart/can			\$14.30	N/A
	Other Services and Fees				
	Recycling only - weekly		\$7.75		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing		20 gallon	\$25.60	\$27.60
			35 gallon	\$29.65	\$31.65
	Individual billing		20 gallon	\$27.20	\$29.20
			35 gallon	\$31.25	\$33.25
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	Bulky waste - furniture, appliances etc.			Table 1	
	Additional fees may apply - see Tables 1, 2 & 3				

¹ Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2015

D I S T R I B U T I O N A L	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee based on size in cubic yards					
		1	Add'l	1 1/3	Add'l	1.5	Add'l
	1	\$122.09	\$ 117.39	\$ 148.45	\$ 143.29	\$ 164.27	\$ 158.62
	2	\$226.52	\$ 217.92	\$ 278.45	\$ 269.15	\$ 308.95	\$ 298.85
	3	\$330.85	\$ 318.45	\$ 408.35	\$ 394.90	\$ 453.82	\$ 439.17
	4	\$435.28	\$ 419.03	\$ 538.39	\$ 520.74	\$ 598.55	\$ 579.35
	5	\$539.62	\$ 519.57	\$ 668.35	\$ 646.50	\$ 743.26	\$ 719.71
	6	\$653.50	\$ 628.75	\$ 808.48	\$ 781.58	\$ 899.24	\$ 869.99
	Stops/ Week	Monthly fee based on size in cubic yards					
2		Add'l	3	Add'l	4	Add'l	
1	\$205.97	\$ 199.52	\$ 287.95	\$ 279.95	\$ 368.88	\$ 359.43	
2	\$390.83	\$ 379.18	\$ 551.70	\$ 537.35	\$ 710.70	\$ 693.75	
3	\$575.50	\$ 558.65	\$ 815.44	\$ 794.59	\$ 1,052.54	\$ 1,028.09	
4	\$760.20	\$ 738.15	\$ 1,079.19	\$ 1,052.04	\$ 1,394.37	\$ 1,362.42	
5	\$945.02	\$ 917.72	\$ 1,342.89	\$ 1,309.04	\$ 1,736.14	\$ 1,696.59	
6	\$1,142.74	\$ 1,109.04	\$ 1,622.58	\$ 1,581.03	\$ 2,096.87	\$ 2,047.72	
Stops/ Week	Monthly fee based on size in cubic yards						
	5	Add'l	6	Add'l	8	Add'l	
1	\$448.67	\$ 437.92	\$ 530.40	\$ 518.05	\$ 685.50	\$ 670.80	
2	\$867.62	\$ 848.25	\$ 1,027.94	\$ 1,005.94	\$ 1,333.87	\$ 1,307.77	
3	\$1,286.54	\$ 1,258.54	\$ 1,525.38	\$ 1,493.73	\$ 1,982.17	\$ 1,944.67	
4	\$1,705.54	\$ 1,668.94	\$ 2,022.87	\$ 1,981.62	\$ 2,630.43	\$ 2,581.53	
5	\$2,124.41	\$ 2,079.21	\$ 2,520.37	\$ 2,469.47	\$ 3,278.79	\$ 3,218.39	
6	\$2,564.82	\$ 2,508.87	\$ 3,041.61	\$ 2,978.41	\$ 3,956.04	\$ 3,881.04	
Commercial Carts/Cans ¹ - monthly fee; weekly recycling included							
One Stop per Week				First cart/can	Second cart/can	Each additional	
35 gallon cart/can				\$30.80	\$60.90	\$29.80	
60 gallon cart				\$40.80	N/A	N/A	
90 gallon cart				\$43.40	N/A	N/A	
Occasional extra garbage- 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$60.90	\$120.35	\$29.20	
Occasional extra garbage - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2015

M O U N T A I N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²	
	Weekly Pick Up¹ - one can of garbage and recycling					
	20 gallon can		\$28.45		\$31.95	
	35 gallon can		\$32.50		\$36.00	
	Occasional extra - 35 gallon			\$6.65	\$7.45	
	Monthly Pick Up³ - one can; weekly recycling included					
	35 gallon can		\$14.75		\$15.65	
	Occasional extra - 35 gallon			\$6.05	\$6.85	
	On-Call Pick Up³ - one can of garbage					
	35 gallon can			\$14.60	N/A	
	Other Services and Fees					
	Recycling only - weekly		\$7.75		N/A	
	Bulky waste - furniture, appliances etc.			Table 1		
	Distance fees		Table 2			
	Terrain Fee		\$3.65			
	Multifamily Service see commercial fees for shared containers.					
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	Central billing		20 gallon	\$26.85		\$28.85
			35 gallon	\$30.90		\$32.90
	Individual billing		20 gallon	\$28.45		\$30.45
			35 gallon	\$32.50		\$34.50
	Occasional extra - 35 gallon				\$6.65	\$7.55
	Bulky waste - furniture, appliances etc.				Table 1	
Additional fees may apply - see Tables 1, 2 & 3						

¹ Greater than one can per week, use multiples of single can fee.

² Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

³ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2015

M O U N T A I N	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$141.14	\$ 136.44	\$ 173.86	\$ 168.70	\$ 192.85	\$ 187.20
	2	\$264.62	\$ 256.02	\$ 329.25	\$ 319.95	\$ 366.11	\$ 356.01
	3	\$388.01	\$ 375.61	\$ 484.56	\$ 471.11	\$ 539.56	\$ 524.91
	4	\$511.49	\$ 495.24	\$ 640.00	\$ 622.35	\$ 712.86	\$ 693.66
	5	\$634.88	\$ 614.83	\$ 795.36	\$ 773.51	\$ 886.15	\$ 862.60
	6	\$767.81	\$ 743.06	\$ 960.90	\$ 934.00	\$1,070.71	\$ 1,041.46
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$244.07	\$ 237.62	\$ 345.11	\$ 337.11	\$ 445.09	\$ 435.64
	2	\$467.04	\$ 455.39	\$ 666.01	\$ 651.66	\$ 863.12	\$ 846.17
3	\$689.81	\$ 672.96	\$ 986.91	\$ 966.06	\$1,281.16	\$ 1,256.71	
4	\$912.62	\$ 890.57	\$1,307.81	\$ 1,280.66	\$1,699.20	\$ 1,667.25	
5	\$1,135.54	\$ 1,108.24	\$1,628.67	\$ 1,594.82	\$ 2,117.18	\$ 2,077.63	
6	\$1,371.36	\$ 1,337.66	\$1,965.52	\$ 1,923.97	\$ 2,554.12	\$ 2,504.97	
Commercial Cans - monthly fee; weekly recycling included							
One Stop per Week				First can	Second can	Each additional	
35 gallon can				\$32.05	\$63.40	\$31.05	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
35 gallon can - 2 stops/wk				\$63.40	\$125.35	\$30.45	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

Table 1

Miscellaneous Services		
Bulky Waste - appliances, furniture, etc.		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.45	
Maximum fee	\$29.15	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed. Disposal fee additional.</i>
Clean Up Containers		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee*	\$16.60	<i>*only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. ¹		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
Tire Handling Fee - charged in addition to disposal fees		
On rim	\$2.00	
Off rim	\$5.50	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
Occasional Extra Garbage - 35 gallon maximum		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
Hourly handling fee - charged in addition to disposal fees		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
Other Fees		
Gate fee	\$1.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

¹ Rent shall not exceed \$20.00 per container in a 30 day period.

Exhibit A

Effective: July 1, 2015

Table 2

Distance Fees	
Distance	Monthly Fee
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

Table 3

Miscellaneous Container Fees
<p>Overweight charges will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.</p>
<p>Containers that have been compacted are charged 2.2 times the regular container fee for the zone.</p>
<p>Overweight compacted containers weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.</p>
<p>Container cleaning fee will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.</p>
<p>Mileage fee applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.</p>

Exhibit A

Effective: July 1, 2015

Table 4

Drop Boxes and Compactors - fees are in addition to disposal charges	
Open Drop Box	
20 cubic yard container	\$119.00
30 cubic yard container	\$136.00
40 cubic yard container	\$153.00
Compacted Drop Box	
Less than 25 cubic yards	\$135.00
25 - 34 cubic yards	\$169.00
35 cubic yards and greater	\$196.00
Other fees	
Rental Fee	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
Delivery Fee¹	
Urban zone	\$40.00
All other zones	\$50.00
Mileage Fee	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	
Incidental Service Fees	
Stand by time - waiting for box to be cleared, cars to be moved, etc. ²	\$7.00
Leveling load - if driver must spend time leveling load to safely haul. ²	\$7.00
Wash out - if requested by customer or box is contaminated.	\$30.00
Compactor turn-around - if repositioning required to enable collection and tip.	\$40.00
Deadhead round trip - for specialized boxes that cannot be exchanged.	\$25.00
Dry run - if scheduled collection is prevented because box is blocked or customer is not ready.	\$30.00

¹For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

²Charged in 5 minute increments.

Exhibit A

Effective: July 1, 2015

Table 5

Infectious Waste		
Number of units	Fee per gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10



COPY

Richard Swift
Interim Director

June 11, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #44-1664 with
Multnomah County Dept. of County Human Services,
Aging & Disability Services Division

Purpose/Outcomes	To participate in the regional FamilyCare Home Delivered Meals (FC-HDM) pilot project to provide home delivered meals to at-risk members enrolled in FamilyCare's Oregon Health Plan & Medicare Advantage Plan.
Dollar Amount and Fiscal Impact	The maximum agreement is \$26,712. The contract is funded through the Multnomah County provider agreement with the FamilyCare Coordinated Care Organization.
Funding Source	FamilyCare - no County General Funds are involved.
Safety Impact	Reduction of participants nutritional risk
Duration	Effective March 15, 2015 and terminates on March 31, 2016
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7099

BACKGROUND:

Clackamas County Social Services, as part of a seven county Aging & Disability Resource Connection Consortium, will participate in the Family Care Home Delivered Meals (FC-HDM) pilot with the Multnomah County Aging & Disability Services Division (Multnomah ADS) is serving as the lead agency and fiscal agent.

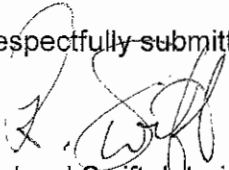
The goal of the FC-HDM pilot is to provide home delivered meals to persons identified by FamilyCare staff that meets the eligibility criteria. This 7-county pilot is intended to assist FamilyCare members identified as being at risk nutritionally with needed nutritional supports to assist them in successfully transitioning back to home.

This agreement is late due to Multnomah County not being able to release agreements to the other participating counties until their funding source released their agreement. This resulted in the delay of Multnomah County sending out its agreements. This agreement is effective March 15, 2015 through March 31, 2016. No County General Funds are involved in this agreement. The agreement was reviewed and approved by County Council on May 26, 2015.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Interim Director

INTERGOVERNMENTAL AGREEMENT

Contract Number 4400001664

This is an Agreement between Multnomah County (County) and Clackamas County Social Services (Contractor).

PURPOSE. This agreement purchases the services of the Clackamas County Social Services to provide services as part of the **FamilyCare Home Delivered Meals** program. This is a pilot project funded by FamilyCare (FC), a Coordinated Care Organization, to provide home delivered meals to at-risk members enrolled in FamilyCare's Oregon Health Plan and Medicare Advantage Plan in Morrow, Umatilla, Washington, Clackamas, Multnomah, Marion and Clatsop counties. Multnomah County will administer the program on behalf of FamilyCare and the 7-county coalition of Area Agencies on Aging/Aging & Disabilities Resource Connections (ADRCs). Contractor shall provide services in Clackamas County.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from March 15, 2015 to March 31, 2016. This agreement may be renewed if the program is extended by the funder.
2. **RESPONSIBILITIES OF CONTRACTOR.** Contractor agrees to provide home delivered meals ordered by FamilyCare in Clackamas County, in accordance with the Program Model, described below.

Program Model: One (1) to two (2) meals a day shall be provided for a benefit period ranging from one (1) to a maximum of three (3) weeks. Meals provided shall comply with the dietary and programmatic guidelines contained in the Older Americans Act - Oregon Nutrition Program Standards. If desired by FamilyCare, a participant survey shall be distributed at least once during the initial week of service. Meals may be either fresh or frozen depending on the need and capacity of local meal providers. Volunteers who deliver for local meal providers are trained to observe and report safety concerns. Both parties are committed to quality service delivery and agree to on-going and as-needed training and communication to ensure exceptional services are delivered to at-risk consumers.

Contractor shall provide the following services and deliverables:

- a. Accept FC orders for home delivered meals in Clackamas County through their ADRC Information and Assistance staff, as described in the attached **Procedure for Referring FamilyCare Authorized Home Delivered Meals (Attachment A)** or as modified by County in consultation with FC and the Contractors involved in the program. Note: Contractor is called "Service Partner" in the attachment.
- b. Provide the meals ordered, either directly or by contract with a local home-delivery meal provider. Meals shall meet the requirements of the Program Model. Meals shall be ordered in increments of one (1) week. Meals may be either fresh or frozen depending on the need and the capacity of local meal provider.
- c. Confirm the meal order start date by secure email or fax to the FC person who ordered the meal.

- d. Ensure that for meal orders received by **3:00 pm** on a business day, provision of meals shall start within **two (2) business days** of the receipt of the order by Service Provider, or by the next scheduled delivery date. For meal orders that are terminated early, ensure that delivery is stopped within **one (1) business day** of receiving termination notice or phone call.
- e. Enter appropriate information in the ADRC statewide database and keep other records as necessary to meet the requirements of the project.
- f. Require the local meal provider, in addition to delivering the meals ordered, to distribute any participant survey material supplied by FC. Meal providers shall document:
 - a. Contact with FC member;
 - b. Start and end date of meal delivery service;
 - c. Number of meals delivered to each FC member each week;
 - d. Any issues/problems that occur (e.g. member re-hospitalized, member refuses or calls to stop meals, etc.)
- g. Accept and respond to FC member complaints about the meal delivery or quality of the meals in Contractor's service area.
- h. Ensure that appropriate Contractor staff participate in County-provided training on project procedures and attend quarterly check-in meetings.
- i. Ensure that all communications that contain consumer information are sent by a secure method, preferably secure email.
- j. Pay local meal providers monthly. Before paying invoice from local meal provider, verify that the meals billed were ordered by FamilyCare, using ADRC database report.
- k. Invoice County on a monthly basis, including copies of local meal provider's invoice and documentation, ADRC database report used to verify meal orders, and copies of any consumer complaints received with information on response/resolution. Deadline for submitting invoices to Multnomah County ADVSD is the **20th calendar day** of the month following the month in which meals were provided.

3. **RESPONSIBILITIES OF COUNTY.** County is responsible for administering the program on behalf of FamilyCare (FC) and the 7-county-coalition of Area Agencies on Aging (AAA)/Aging & Disabilities Resource Connections (ADRC). County is responsible for:

- a. Training of Contractor and FC staff in project procedures and required documentation;
- b. Working with FC to provide outreach to FC provider networks;
- c. Acceptance of meal orders and early termination requests from FC;
- d. Documentation of meal orders in the ADRC RTZ database;
- e. Referral of meal orders and early termination requests to appropriate Contractor;
- f. Distribution of participant survey (if requested by FamilyCare) and envelopes to Contractor for local meal providers;
- g. Payment to Contractor of \$9.54 for each authorized meal delivered in Clackamas County;
- h. Submission of invoices and reports to FamilyCare;
- i. Coordination of and participation in quarterly project check-in meetings;

- j. Final report analyzing the effectiveness of the project, based on data provided by FamilyCare.
4. **REQUEST FOR PAYMENT.** County will pay Contractor **\$9.54 per meal** for an estimated maximum of **2,800** meals ordered by FamilyCare and delivered in Clackamas County, up to and not-to-exceed a maximum of **\$26,712** for the term of this agreement. Contractor shall provide monthly invoices, along with the documentation described above, to County by the 20th calendar day of the month. If required documentation and invoices are received on time and are complete and correct, County will process payments within thirty (30) calendar days of receipt of monthly invoice and documentation.

All requests for payment shall be sent **by secure email** to:

ADS.Contracts@multco.us; cc janet.mcmanus@multco.us

County will remit payments to:

Clackamas County Social Services Division
P.O. Box 2950
Oregon City, OR 97045

5. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) days' written notice. Termination of this Agreement shall be without prejudice to expenses accrued prior to such termination.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this agreement.
7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party. County consents to subcontracts to local meal providers as needed to carry out the program.

12. **ADDITIONAL TERMS AND CONDITIONS.**

- a. If funds cease to be available to County in the amounts anticipated for this Agreement, County may reduce the scope of services to be provided and Contract funding accordingly.
- b. Services provided are subject to the Medicaid and Medicare terms in Attachments B and C.
- c. Contractor is a Business Associate of County for the purposes of this program, and shall sign the attached Business Associate Agreement (Attachment D.)

13. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or
Designee:

Deborah Kaufman/ew
Date: 3/25/15

Signature: _____

Print Name: _____

Dept Director or
Designee:

Kel J. Johnson
Date: 3/10/2015

Title: _____

Date: _____

Jenny M. Madkour,
County Attorney for Multnomah County

Approved as
to form by:

Kim Ybarra via phone

By
Assistant County
Attorney

Approved via email by Patrick
Henry

Date:

5/26/15

Date: 3/6/2015

Attachment A

Procedure for Referring FamilyCare Authorized Home Delivered Meals

FamilyCare Care Coordinator completes Home delivered Meals (HDM) Referral Form and securely emails form to ADRC@multco.us before 2:00 PM. Email should be sent from FamilyCare Care Coordinator using 'request for read receipt' function. Multnomah County ADRC confirms read receipt upon viewing email.

Multnomah County ADRC staff documents referral in ADRC Call Module:

- ❖ Caller – Agency
- ❖ Referral Source – Health Professional
- ❖ Method of Contact – Email
- ❖ Contact date – date email sent from FamilyCare
- ❖ Non-Consumer name – FamilyCare agent completing referral form
- ❖ Phone number – FamilyCare phone number
- ❖ Agency – FamilyCare
- ❖ Call Back proposed date – Date HDM begin (proposed)
- ❖ Consumer:
 - GCID – auto assigned by ADRC
 - Name – search for existing; if no existing create new record
 - Age
 - Gender
 - Race
 - Ethnicity
 - County
 - Zip Code
 - Veteran Status – (veteran, spouse, child, no)
 - English Fluency – (needs translation, limited, fluent)
 - Primary Language
 - Functionally Impaired – (other cognitive impairment, mental health/illness/dementia/Alzheimer's, non, physical disability, ID/DD, other, emotional, hearing, TBI, vision)
 - Needs Category – Financial Aid/Food/Clothing/Material Goods
 - Taxonomy – Home Delivered Meals (BD-5000.3500)
 - Referred Listing – Applicable Service Partner: Multnomah County Helpline, CAPECO (Umatilla or Morrow), NWSDS (Marion or Clatsop), Washington County DAV, Clackamas County Social Services
 - Perform Follow-Up – Check box>enter **end (stop)** date of HDM service
 - Notes – example: Received referral for HDM.
 - Units – enter total number of meals authorized
 - Call outcome – Referral
 - Complete call – (GetCare Call ID auto assigned)
 - Record GetCare Call ID and GetCare ID# on FamilyCare referral form

Multnomah County ADRC staff securely emails referral form to applicable Service Partner, or to Meals on Wheels People for meals in Multnomah County, by 3:00 PM day referral was received.

Processed FamilyCare referral form is saved in FamilyCare HDM folder of ADRC@multco.us email.

Service Partner receives referral and accesses call record using ADRC Contact Manager.

Service Partner adds meal service provider listing to call record in Add/Search for Additional Referrals.

Service Partner submits referral to applicable meal service provider requesting start date of meal delivery within two business days or the next scheduled delivery date.

Service Partner adds note to ADRC call record documenting receipt of referral and meal delivery start date.

Service Partner communicates start date for meal delivery with FamilyCare Care Coordinator via email, telephone, or FAX.

ATTACHMENT B
OREGON HEALTH PLAN – SPECIFIC PROVISIONS

FamilyCare, Inc. (“Contractor”) has entered into a Health Plan Services Contract, Coordinated Care Organization Contract with the State of Oregon, acting by and through its Oregon Health Authority (“OHA”), Division of Medical Assistance Programs (“DMAP”) and Addictions and Mental Health Division (“AMH”) to provide and pay for Coordinated Care Services (the “OHP Contract”). The OHP Contract requires that the provisions in this Attachment B be included in any subcontracts and contracts with Participating Providers.

This Attachment B is incorporated by reference into and made part of the FamilyCare, Inc. & FamilyCare Health Plans, Inc. Service Level Agreement with Multnomah County, Aging, through its Disability and Veterans Services Division (the “Subcontractor”) (the “Agreement”) with respect to goods and services rendered under the Agreement by the Subcontractor to enrollees of Contractor who are enrolled in the Oregon Health Plan Medicaid managed care program (“Members”). In the event of a conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to Members who are enrolled in the Oregon Health Plan Medicaid managed care program, this Attachment B shall control.

Subcontractor shall comply with the provisions in this Attachment B to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement; provided, however, that the Agreement shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the OHP Contract. Capitalized terms used in this Attachment B, but not otherwise defined in the Agreement shall have the same meaning as those terms in the OHP Contract, including definitions incorporated therein by reference.

1. **OHA.** To the extent any provision in the OHP Contract applies to Contractor with respect to the Work Contractor is providing to OHA through the Agreement, that provision shall be incorporated by reference into the Agreement and shall apply equally to Subcontractor.

2. **Termination for Cause.** In addition to pursuing any other remedies allowed at law or in equity or by the Agreement, the Agreement may be terminated by Contractor, or Contractor may impose other sanctions against Subcontractor, if the Subcontractor’s performance is inadequate to meet the requirements of the OHP Contract. A determination of inadequate performance by Subcontractor may be made by OHA at its sole discretion or by Contractor based on reasonable review.

3. **Monitoring.**

3.1. *By Contractor.* Contractor will monitor the Subcontractor’s performance on an ongoing basis and perform at least once a year a formal review of compliance with delegated responsibilities and Subcontractor’s performance, deficiencies or areas for improvement, in accordance with 42 CFR 438.230(a)(1). Upon identification of deficiencies or areas for improvement, Subcontractor shall take the Corrective Action identified by Contractor.

3.2. *By OHA.* Subcontractor agrees that OHA is authorized to monitor compliance with the requirements in the Statement of Work under the OHP Contract and that methods of

monitoring compliance may include review of documents submitted by Subcontractor, OHP Contract performance review, Grievances, on-site review of documentation or any other source of relevant information, including Subcontractor information and cooperation required under Exhibit B, Part 8 (Operations).

4. **Federal Medicaid Managed Care.** Subcontractor shall comply with the requirements of 42 CFR 438.6 that are applicable to the Work required under the Agreement.

5. **Hold Harmless.** Subcontractor shall not hold OHA nor a Member receiving services liable for: (a) any costs or charges related to Contractor-authorized Covered Services rendered to a Member whether in an emergency or otherwise, including Holistic Care; (b) Contractor's or Subcontractor's debt due to Contractor's or Subcontractor's insolvency; or (c) any payments for Covered Services authorized or required to be provided under the OHP Contract and the Agreement to a Member, for which (i) OHA does not pay Contractor; or (ii) Contractor does not pay Subcontractor. Furthermore, Subcontractor may not hold a Member liable for any payments for Covered Services furnished pursuant to the Agreement to the extent that those payments are in excess of the amount that the Member would owe if Contractor provided the services directly. Nothing in this paragraph 5 limits Subcontractor from pursuing other legal remedies that will not result in Member personal liability for such payments.

6. **Continuation.** After termination of the OHP Contract, Subcontractor shall continue to provide Covered Services through the period for which Payments were made to Contractor, including inpatient admissions up until discharge.

7. **Billing and Payment.** Subcontractor shall not bill Members for services that are not covered under the OHP Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-0420.

8. **Reports.** Subcontractor shall provide timely access to records and facilities and cooperate with OHA in collection of information through consumer surveys, on-site reviews, medical or dental chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the OHP Contract, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes.

9. **Quality Improvement.** In conformance with 42 CFR 438 Subpart E, Subcontractor shall cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under the OHP Contract.

10. **Access to Records.**

10.1 Subcontractor shall maintain all financial records related to the OHP Contract in accordance with generally accepted accounting principles or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to the OHP Contract

(the "Records") in such a manner to clearly document Subcontractor's performance. Subcontractor shall provide timely and reasonable access to Records to: (a) OHA; (b) the Secretary of State's Office; (c) the U.S. Department of Health and Human Services; (d) the Comptroller General of the United States; (e) the Oregon Department of Justice Medicaid Fraud Control Unit; and (f) all their duly authorized representatives, to perform examinations and audits, make excerpts and transcripts, and evaluate the quality, appropriateness and timeliness of services performed.

10.2 Subcontractor shall retain and keep accessible all Records for the longer of: (a) for non-clinical records, six years following final payment and termination of the OHP Contract; (b) for Clinical Records, seven years following the Date of Service; (c) the retention period specified in the OHP Contract; (d) the period as may be required by applicable law, including the records retention schedules set forth in OAR Chapters 410 and 166; or (e) until the conclusion of any audit, controversy or litigation arising out of or related to the OHP Contract.

10.3 Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. The right also includes timely and reasonable access to Subcontractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph 10 are not limited to the required retention period, but shall last as long as the Records are retained.

11. Clinical Records and Confidentiality of Member Records. Subcontractor shall comply with Contractor's policies and procedures that ensure maintenance of a record keeping system that includes maintaining the security of records as required by the Health Insurance Portability and Accountability Act, 42 USC 1320d et seq., and the federal regulations implementing the Act ("HIPAA"), and complete Clinical Records that document the Covered Services received by the Members. Contractor shall regularly monitor Subcontractor's compliance with these policies and procedures and Subcontractor shall be subject to and comply with any Corrective Action taken by Contractor that is necessary to ensure Subcontractor compliance.

12. Reporting of Abuse. Subcontractor shall comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et seq., ORS 419B.010 et seq., ORS 430.735 et seq., ORS 433.705 et seq., ORS 441.630 et seq., and all applicable Administrative Rules. In addition, Subcontractor shall comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765. This includes all patients observed in an office setting.

13. Fraud and Abuse. Subcontractor shall comply with Contractor's Fraud and Abuse policies to prevent and detect Fraud and Abuse activities as such activities relate to the OHP, and shall promptly refer to the Contractor and the Medicaid Fraud Control Unit ("MFCU") any incident with any of the referral characteristics listed in the OHP Contract, and any other incident found to have characteristics which indicate Fraud or Abuse which Subcontractor has verified. Subcontractor shall permit the MFCU or OHA or both to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of Subcontractor, as required to investigate an incident of fraud and Abuse. Subcontractor shall cooperate with the

MFCU and OHA investigator during any investigation of fraud and Abuse. Subcontractor shall provide copies of reports or other documentation regarding any suspected fraud at no cost to MFCU or OHA during an investigation

14. **Certification.** Subcontractor certifies that all Claims data submissions by the Subcontractor, either directly or through a third party submitter, is and will be accurate, truthful and complete in accordance with OAR 410-141-3420 and OAR 410-120-1280.

15. **Mental Health Services and Substance Use Disorder Services.**

15.1. *MOTS Reporting.* If Subcontractor provides Mental Health Services and/or substance use disorder services, Subcontractor shall enroll its Members in the Measures and Outcomes Tracking system ("MOTS"), formerly known as CPMS, as specified at <http://www.oregon.gov/oha/amh/mots/Pages/compass/index.aspx>.

15.2. *Community Services.* If Subcontractor provides substance use disorder services, Subcontractor shall provide to Members, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care, elder care, housing, transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.

15.3. *Training.* Where Subcontractor provides substance use disorder services and evaluates Members for access to and length of stay in substance use disorder services, Subcontractor represents and warrants that it has the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised (PPC-2R).

16. **State Provisions.** Subcontractor shall comply with all State and local laws, rules, regulations, executive orders and ordinances applicable to the OHP Contract or to the performance of Work under the Agreement, including but not limited to the following: (a) ORS Chapter 659A.142; (b) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (c) all other OHA Rules in OAR Chapter 410; (d) rules in OAR Chapter 309 pertaining to the provision of mental health services; (e) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (f) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (g) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, rules, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the OHP Contract and required by law to be so incorporated. Contractor's performance under the Agreement is conditioned upon Subcontractor's compliance, as applicable, with the provisions of ORS 279B.220, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of the Agreement pertinent to the OHP Contract, 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 products" is defined in ORS 279A.010(1)(ii)).

17. **Americans with Disabilities Act.** In compliance with the Americans with Disabilities Act of 1990, any written material that is generated and provided by Subcontractor under the OHP Contract to Members, including Medicaid-Eligible Individuals, shall, at the request of such individuals, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision.

18. **Information/Privacy/Security/Access.** If the items or services provided under the Agreement permits Subcontractor to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Subcontractor access to such OHA Information Assets or Network and Information Systems, Subcontractor shall comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305.

19. **Governing Law, Consent to Jurisdiction.** The OHP Contract 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 between the OHA (or any other agency or department of the State of Oregon) and Subcontractor that arises from or relates to the OHP Contract 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 conducted solely and exclusively within the United States District Court of the District of Oregon. In no event shall this paragraph 19 be construed as a waiver of the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. **SUBCONTRACTOR, BY EXECUTION OF THE AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

20. **Independent Contractor.**

20.1. *Not an Employee of the State.* Subcontractor represents and warrants that it is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30:265 or otherwise.

20.2. *Current Work for State or Federal Government.* If Subcontractor is currently performing work for the State of Oregon or the federal government, Subcontractor by signature to the Agreement represents and warrants that Subcontractor's Work to be performed under the Agreement creates no potential or actual conflict of interest as defined by ORS Chapter 244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's work under the Agreement or the OHP Contract. If compensation under the Agreement is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

20.3. *Taxes.* Subcontractor shall be responsible for all federal and State of Oregon taxes applicable to compensation paid to Subcontractor under the Agreement and, unless Subcontractor is subject to backup withholding, OHA and Contractor will not withhold from such

compensation any amount to cover Subcontractor's federal or State tax obligations. Subcontractor shall not be eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under the Agreement, except as a self-employed individual.

20.4. *Control.* Subcontractor shall perform all Work as an independent contractor. Subcontractor understands that OHA 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, OHA may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work delegated under the Agreement.

21. **Representations and Warranties.** Subcontractor represents and warrants to Contractor that: (a) Subcontractor has the power and authority to enter into and perform the Agreement; (b) the Agreement, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms, (c) Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession; and (d) Subcontractor shall, at all times during the term of the Agreement, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

22. **Assignment, Successor in Interest.** Subcontractor shall not assign or transfer its interest in the Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other matter, without prior written consent of Contractor. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Contractor and OHA may deem necessary, including but not limited to Exhibit B, Part 8, Section 13 and 14 of the OHP Contract. No approval by Contractor of any assignment or transfer of interest shall be deemed to create any obligation of Contractor in addition to those set forth in the Agreement. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

23. **Subcontracts.** Where Subcontractor is permitted to subcontract certain functions of the Agreement, Subcontractor shall notify Contractor, in writing, of any subcontract(s) for any of the Work required by the OHP Contract other than information submitted in Exhibit G of the OHP Contract. In addition, Subcontractor shall ensure that any subcontracts are in writing and include all the requirements set forth in this Attachment B that are applicable to the service or activity delegated under the subcontract. Contractor's consent to any subcontract shall not relieve Subcontractor of any of its duties or obligations under the Agreement.

24. **Severability.** If any term or provision of the OHP Contract, the Agreement or this Attachment B is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the OHP Contract, the Agreement or this Attachment B did not contain the particular term or provision held to be unlawful.

25. Reserved.

26. **Compliance with Federal Laws.** Subcontractor shall comply with federal laws as set forth or incorporated, or both, in the OHP Contract and all other federal laws applicable to Subcontractor's performance relating to the OHP Contract or the Agreement. For purposes of the OHP Contract and the Agreement, all references to federal laws are references to federal laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Subcontractor shall comply with the following federal requirements to the extent that they are applicable to the OHP Contract, the Agreement, Subcontractor, and/or to Subcontractor's Work:

26.1. *Federal Provisions.* Subcontractor shall comply with all federal laws, regulations, and executive orders applicable to the OHP Contract or to the delivery of Work under the Agreement. Without limiting the generality of the foregoing, Subcontractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the OHP Contract and the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, 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 law requiring reporting of Member abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the OHP Contract and the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 USC 14402.

26.2. *Equal Employment Opportunity.* If the OHP Contract, including amendments, is for more than \$10,000, then Subcontractor shall 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).

26.3. *Clean Air, Clean Water, EPA Regulations.* If the OHP Contract, including amendments, exceeds \$100,000 then Subcontractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC 1251 to 1387), specifically including, but not limited to Section 508 (33 USC 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 OHA, the U.S. Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subcontractor shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this subparagraph.

26.4. *Energy Efficiency.* Subcontractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC 6201 et seq. (Pub. L. 94-163).

26.5. *Truth in Lobbying.* Subcontractor certifies, to the best of the Subcontractor's knowledge and belief that:

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

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

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

26.6. *HIPAA Compliance.* Subcontractor acknowledges and agrees that Contractor is a "covered entity" for purpose of the privacy and security provisions of HIPAA. Accordingly, Subcontractor shall comply with HIPAA and the following:

a. Individually Identifiable Health Information ("IIHI") about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. IIHI relating to specific individuals may be exchanged between Subcontractor and Contractor and between Subcontractor and OHA for purposes directly related to the provision of services to Members which are funded in whole or in part under the OHP Contract. However, Subcontractor shall not use or disclose any IIHI about specific individuals in a manner that would violate (i) the HIPAA Privacy Rules in CFR Parts 160 and 164; (ii) the OHA Privacy Rules, OAR Chapter 407 Division 014, or (iii) the OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/cfl/FORMS/>, Form number ME2090 Notice of Privacy Practices, or may be obtained from OHA.

b. Subcontractor shall adopt and employ reasonable administrative and physical safeguards consistent with the Security Rule in 45 CFR Part 164 to ensure that Member Information is used by or disclosed only to the extent necessary for the permitted use or

disclosure and consistent with applicable State and federal laws and the terms and conditions of the OHP Contract and the Agreement. Security incidents involving Member Information must be immediately reported to the Contractor's privacy officer and to the Oregon Department of Human Services' ("DHS") Privacy Officer.

c. Subcontractor shall comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS Electronic Data Transmission Rules, OAR 410-001-0000 through 410-001-0200. If Contractor intends to exchange electronic data transactions with OHA in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transactions, Subcontractor shall comply with OHA Electronic Data Transmission Rules.

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

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

26.8. *Audits.* Subcontractor shall comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

26.9. *Debarment and Suspension.* Subcontractor represents and warrants that it is not excluded by the U.S. Department of Health and Human Services Office of the Inspector General or listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension." (See 2 CFR Part 180). Subcontractor further represents and warrants the following:

a. Subcontractor is not controlled by a sanctioned individual;

b. Subcontractor does not have a contractual relationship that provides for the administration, management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly or indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Social Security Act; or

c. Subcontractor does not employ or contract, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with any of the following: (i) any individual or entity excluded from participation in Federal health

care programs; or (ii) any entity that would provide those services through an excluded individual or entity.

d. Subcontractor does not knowingly have a person with ownership of more than 5% of the Subcontractor's equity who is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

26.10. *Drug-Free Workplace.* Subcontractor shall comply with the following provisions to maintain a drug-free workplace:

a. Subcontractor 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 Subcontractor's workplace or while providing services to Members. Subcontractor's notice shall specify the actions that will be taken by Subcontractor against its employees for violation of such prohibitions;

b. Establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Subcontractor'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;

c. Provide each employee to be engaged in the performance of services under the Agreement a copy of the statement mentioned in subparagraph 26.10.a above;

d. Notify each employee in the statement required by subparagraph 26.10.a that, as a condition of employment to provide services under the OHP Contract 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 days after such conviction;

e. Notify OHA and Contractor within ten days after receiving notice under subparagraph 26.10.d from an employee or otherwise receiving actual notice of such conviction;

f. 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;

g. Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs 26.10.a through 26.10.f;

h. Require any subcontractor to comply with subparagraphs 26.10.a through 26.10.g;

i. Neither Subcontractor, nor any of Subcontractor's employees, officers, agents or subcontractors may provide any service required under the 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 Subcontractor or Subcontractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subcontractor or Subcontractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Members 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;

j. Violation of any provision of this subparagraph 26.10 may result in termination of the Agreement and the OHP Contract.

26.11. *Pro-Children Act.* Subcontractor shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et seq.).

26.12. *Clinical Laboratory Improvements.* Subcontractor and any laboratories used by Subcontractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988), 42 CFR Part 493 Laboratory Requirements and ORS 438, which require that all laboratory testing sites providing services under the OHP Contract shall have either a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver or a certificate of registration along with a CLIA identification number. Laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of the waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

26.13. *Home Health Agencies.*

a. *OASIS.* To the extent applicable, Subcontractor shall comply with the Outcome and Assessment Information Set ("OASIS") reporting requirements and patient notice requirements for skilled services provided by Home Health Agencies, pursuant to the CMS requirements published in 42 CFR 484.20, and such subsequent regulations as CMS may issue in relation to the OASIS program.

b. *Surety Bond.* In order to receive payment from Contractor for home health services (other than an emergency item or service, not including items or services furnished in an emergency room of a hospital), an agency must provide the state with a surety bond as specified in Section 1861(o)(7) of the Social Security Act.

26.14. *Patient Rights Condition of Participation.* To the extent applicable, Subcontractor shall comply with the Patient Rights Condition of Participation that hospitals must meet to continue participation in the Medicaid program, pursuant to 42 CFR Part 482. For purposes of this Attachment B, hospitals include short-term, psychiatric, rehabilitation, long-term, and children's hospitals.

26.15. *Federal Grant Requirements.* Subcontractor shall not expend any of the funds paid under the Agreement for roads, bridges, stadiums, or any other item or service not covered under the Oregon Health Plan ("OHP").

27. **Marketing.** To the extent applicable to the Work provided under the Agreement, Subcontractor shall comply with the marketing requirements contained in the OHP Contract.

Without limiting the generality of the foregoing, Subcontractor shall not (a) distribute any Marketing Materials without Contractor first obtaining OHA approval; (b) seek to compel or entice Enrollment in conjunction with the sale of or offering of any private insurance; (c) directly or indirectly engage in door-to-door, telephone, or Cold Call Marketing activities; or (d) intentionally mislead Potential Members about their options. Subcontractor's communications that express participation in or support for the Contractor or another coordinated care organization shall not constitute an attempt to compel or entice a Potential Member's enrollment, provided that Subcontractor expresses participation in or support for all CCOs that Subcontractor participates in, including Contractor.

28. Workers' Compensation Coverage. If Subcontractor employs subject workers, as defined in ORS 656.027, then Subcontractor shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirements for an exemption under ORS 656.126(2). If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

29. Third Party Resources.

29.1. Provision of Covered Services. Subcontractor may not refuse to provide Covered Services to a Member because of a Third Party Resource's potential liability for payment for the Covered Services.

29.2. Reimbursement. Subcontractor understands that where Medicare and Contractor have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity, including Subcontractor, may be paid. In addition, if a Third Party has reimbursed Subcontractor, or if a Member, after receiving payment from a Third Party Liability, has reimbursed Subcontractor, the Subcontractor shall reimburse Medicare up to the full amount the Subcontractor received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

29.3. Confidentiality. When engaging in Third Party Resource recovery actions, Subcontractor shall comply with federal and State confidentiality requirements, described in Exhibit E of the OHP Contract.

29.4. No Compensation. Except as permitted by the OHP Contract including Third Party Resources recovery, Subcontractor may not be compensated for Work performed under the OHP Contract from any other department of the State; nor from any other source including the federal government.

29.5. Third Party Liability Records. Subcontractor shall maintain records of Subcontractor's actions related to Third Party Liability recovery, and make those records available for Contractor and OHA review.

29.6. Right of Recovery. Subcontractor shall comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including Contractor, Subcontractor or their subcontractors.

29.7. *Disenrolled Members.* If OHA retroactively disenrolls a Member at the time the Member acquired Third Party Liability insurance, pursuant to OAR 410-141-3080(2)(b)(D) or 410-141-3080(3)(a)(A), Subcontractor may not seek to collect from a Member (or any financially responsible Member Representative) or any Third Party Liability, any amounts paid for any Covered Services provided on or after the date of Disenrollment.

29.8. *Third Party Liability and Personal Injury Liens.* Subcontractor shall comply with all the applicable the requirements of Exhibit B, Part 8 Section 11 of the OHP Contract.

30. **Preventive Care.** Where Subcontractor provides Preventive Care Services, all Preventive Care Services provided by Subcontractor to Members shall be reported to Contractor and shall be subject to Contractor's Case Management and Record Keeping responsibilities.

31. **Accessibility.**

31.1. *Timely Access, Hours.* If Subcontractor is a Participating Provider, Subcontractor shall meet OHP standards for timely access to care and services, taking into account the urgency of the need for services, as specified in OAR 410-141-3220 and 410-141-3160. This requirement includes that Subcontractor offer hours of operation that are not less than the hours of operation offered to Contractor's commercial members (as applicable) and non-Members as provided in OAR 410-141-3220.

31.2. *Special Needs.* Subcontractor and Subcontractor's facilities shall comply with the requirements of Title VI of the Civil Rights Act and Title II of the Americans with Disabilities Act by: (a) assuring communication and delivery of Covered Services to Members who have difficulty communicating due to a disability, or limited English proficiency or diverse cultural and ethnic backgrounds; and (b) providing services to Members with disabilities in the most integrated setting appropriate to the needs of those Members. proficiency.

32. **Member Rights.**

32.1. *Treating Members with Respect and Equality.* If Subcontractor is a Participating Provider, Subcontractor shall treat each Member with respect and with due consideration for his or her dignity and privacy. In addition, Subcontractor shall treat each Member the same as other patients who receive services equivalent to Covered Services.

32.2. *Information on Treatment Options.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member receives information on available treatment options and alternatives in a manner appropriate to the Member's condition, preferred language and ability to understand.

32.3. *Participation Decisions.* If Subcontractor is a Participating Provider, Subcontractor shall ensure that each Member has the right to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and has the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, substance Use Disorder or mental health treatment and the right to execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the OBRA 1990 - Patient Self-Determination Act.

32.4. *Copy of Records.* Subcontractor shall ensure that each Member is allowed to request and receive a copy of his or her Health Record, (unless access is restricted in accordance with ORS 179.505 or other applicable law) and to request that the records be amended or corrected as specified in 45 CFR Part 164.

32.5. *Exercise of Rights.* Subcontractor shall ensure that each Member is free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the Subcontractor, its staff, its subcontractors, its Participating Providers, or OHA treat the Member. Subcontractor shall not discriminate in any way against Members when those Members exercise their rights under the OHP.

33. **Grievance System.** Subcontractor shall participate fully with Contractor in the handling of complaints and grievances of Members. If Contractor chooses to delegate the complaints and grievance process to Subcontractor, except for the adjudication of final appeals, Subcontractor shall have in place written policies and procedures for accepting, processing and responding to all complaints and appeals from Members, their family members, and other representatives in accordance with the OHP Contract.

34. **Authorization of Service.** Subcontractor shall follow Contractor's procedures for the initial and continuing Service Authorization Requests, which requires that any decision to deny a Service Authorization Request or to authorize a service in an amount, duration or scope that is less than requested, be made by a Health Care Professional who has appropriate clinical expertise in treating the Member's physical, mental or oral health condition or disease in accordance with 42 CFR 438.210. In addition, Subcontractor must obtain authorization for Covered Services from Contractor, except to the extent prior authorization is not required in OAR 410-141-2420 or elsewhere in the OHP Contract Statement of Work.

35. **Non-Discrimination.** Subcontractor shall not discriminate between Members and non-OHP persons as it relates to benefits and services, including Mental Health Services, to which they are both entitled.

36. **Record Keeping System.** If Subcontractor is a Participating Provider, Subcontractor shall, based on written policies and procedures, develop and maintain a record keeping system that: (a) includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Appropriate services are provided consistent with the documented needs of the Member; (b) conforms to accepted professional practice; and (c) allows the Subcontractor to ensure that data submitted to Contractor is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

37. **Enrollment; Unique Provider Identification Number.** Subcontractor, if Subcontractor is a provider, and each of Subcontractor's Physicians and other qualified providers, if any, shall be enrolled with OHA and have a unique provider identification number that complies with 42 USC 1320d-2(b).

38. **Accreditation.** If Subcontractor is a Participating Provider and provides programs or facilities that are not required to be licensed or certified by a State of Oregon board or licensing agency, then such programs or facilities operated by Subcontractor shall be accredited by nationally recognized organizations recognized by OHA for the services provided (e.g., Council on Accredited Rehabilitation Facilities, or The Joint Commission) where such accreditation is required by OHA rule to provide the specific service or program.

39. **Advocacy.** Except as provided in the OHP Contract, Subcontractor shall not prohibit or otherwise limit or restrict Subcontractor's Health Care Professionals acting within the lawful scope of practice, from advising or advocating on behalf of a Member, who is a patient of the professional, for the following: (a) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, that is Medically Appropriate even if such care or treatment is not covered under the OHP Contract or is subject to Co-Payment; (b) any information the Member needs in order to decide among relevant treatment options; (c) the risks, benefits, and consequences of treatment or non-treatment; and (d) the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

40. **Health Information Technology.** Subcontractor shall comply with Contractor's policies and procedures relating to electronic health information exchange to support the exchange of patient health information among Participating Providers.

41. **No Actions.** To the extent Subcontractor is a Participating Provider, Subcontractor represents and warrants that neither the state nor federal government has brought any past or pending investigations, legal actions, administrative actions, or matters subject to arbitration involving the Subcontractor, including key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare or prescription drug services.

42. **Notice of Termination.** Subcontractor acknowledges and agrees that Contractor will provide written notice of the termination of Subcontractor's agreement with Contractor to provide Covered Services to Members, to each Member who received his or her primary care from, or was seen on a regular basis by, the Subcontractor, within 15 days of such termination.

43. **Subrogation.** Subcontractor agrees to subrogate to OHA any and all claims the Subcontractor has or may have against manufacturers, wholesale or retail suppliers, sales representatives, testing laboratories, or other providers in the design, manufacture, marketing, pricing or quality of drugs, pharmaceuticals, medical or dental supplies, medical or dental devices, durable medical equipment or other products.

44. **Stop-Loss Documentation.** If Subcontractor participates in a Practitioner Incentive Plan under the Agreement that places Subcontractor at Substantial Financial Risk, Subcontractor shall submit stop-loss documentation to Contractor in accordance with Contractor's policies and procedures.

45. **Drug Rebate Program.** Subcontractor shall report prescription data in a timely manner so as to permit Contractor to reasonably comply with all the requirements of Exhibit B, Part 8, Section 12 regarding the provision of information to OHA to facilitate drug rebates.

46. **Valid Claims Submission.** Subcontractor shall submit Valid Claims for services including all the fields and information needed to allow the claim to be processed without further information from Subcontractor or the provider, and within the time frames that assure all corrections have been made within four months of the Date of Service. Subcontractor and Contractor may, by mutual agreement, establish an alternative payment schedule not to exceed the minimum requirements.

47. **Data Delivery.** Subcontractor shall provide data used for analysis of delivery system capacity, consumer satisfaction, financial solvency, encounters, utilization, quality improvement, and other reporting requirements under the Agreement to Contractor sufficiently in advance to allow Contractor to reasonably meet its reporting obligations under the OHP Contract.

48. **Certified Traditional Health Workers.** Any Certified Traditional Health Workers employed by Contractor must meet the requirements for background checks as described in OAR 410-180-0326.

ATTACHMENT C
MEDICARE ADVANTAGE - SPECIFIC PROVISIONS

FamilyCare Health Plans, Inc. ("Contractor") participates in the Medicare Advantage Plan ("MA Plan") as a Medicare Advantage Organization pursuant to a contract (the "MA Contract") with the U.S. Department of Health and Human Services ("HHS"), Centers for Medicare and Medicaid Services ("CMS"). The MA Contract and MA Plan regulations require that the provisions in this Attachment be included in any subcontracts or contracts with Participating Providers. This Attachment is incorporated by reference into and made part of the FamilyCare, Inc. & FamilyCare Health Plans, Inc Service Level Agreement with Multnomah County, Aging, through its Disability and Veterans Services Division (the "Subcontractor") (the "Agreement") with respect to goods and services rendered under the Agreement by the Subcontractor to members of Contractor who are enrolled in FamilyCare's MA Plan (the "FamilyCare MA Plan"). In the event of any conflict or inconsistency with any term or condition in the Agreement relating to goods and services rendered to FamilyCare MA Plan members ("Members"), this Attachment shall control. Subcontractor shall comply with the provisions in this Attachment to the extent that they are applicable to the goods and services provided by Subcontractor under the Agreement.

1. Compliance with Law.
 - 1.1. Medicare Program. The Medicare Advantage program is governed by applicable statutes and regulations, including but not limited to 42 USC § 1395w-21 et seq. and 42 CFR Part 422, and the MA Contract. Contractor is ultimately responsible to CMS for complying with all terms and conditions of the MA Contract. However, Subcontractor agrees that Subcontractor will comply with all applicable laws, regulations, CMS instructions and the MA Contract in providing services to Contractor in connection with the Medicare Advantage program under this Agreement.
 - 1.2. Other Laws. Subcontractor agrees that Subcontractor will comply with federal and state laws affecting the rights of Members. Applicable federal laws include, but are not limited to: i) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164; and ii) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse to include but not limited to applicable provisions of federal criminal law, the False Claims Act (31 U. S.C. 3729 et seq.), and the anti-kickback statute (§1128B(b) of the Act).
2. Access to Records; Audit. Subcontractor agrees that HHS, the U.S. Comptroller General, Contractor, or their designees have the right to inspect, evaluate and audit any contracts, books, documents, papers, medical records, patient care documentation and records of the Subcontractor or its related entity(s), contractor(s), or subcontractor(s) involving transactions related to the MA Contract. This right of HHS, the Comptroller General, Contractor, or their designees to inspect, evaluate and audit any pertinent information for any particular contract period will continue for ten (10) years following (a) the date of termination of the Agreement; or (b) completion of any audit commenced prior to termination of the Agreement, whichever is later, unless such ten year period is further

extended for reasons specified in 42 CFR § 422.504(e)(4). Subcontractor will maintain financial, clinical, and other records pertinent to the Agreement to permit inspection, evaluation and audit of such records as specified in this Section 2 and agrees to cooperate, assist, and provide information to HHS, the Comptroller General, Contractor, or their designees, as requested.

3. Member Protections.

3.1. Hold Harmless. Subcontractor will hold Members harmless for the payment of fees that are the legal obligation of Contractor, for example, as a result of Contractor's insolvency, contract breach, or other financial difficulty.

3.2. Medicare and Medicaid Eligible. For all Members who are enrollees eligible for both Medicare and Medicaid, Subcontractor shall hold Members harmless for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Accordingly, Subcontractor shall accept the Contractor payment for services provided to Members as payment in full, or shall bill the appropriate State source.

3.3. Continuation of Benefits. As applicable, Subcontractor will provide for continuation of health care benefits for all Members for the duration of the contract period for which CMS payments have been made; and for Members who are hospitalized, on the date the MA Contract terminates, or in the event of Contractor's insolvency, through the date of the Member's discharge.

4. Confidentiality and Member Records. Subcontractor will comply with all federal and state laws regarding confidentiality requirements of Member information. Subcontractor will use and disclose Member health information and enrollment information only in accordance with applicable federal or state law and agrees to safeguard Member privacy and confidentiality and assure accuracy of Member health records. Subcontractor will ensure that Members receive timely access to the records and information that pertain to them.

5. Delegation. With respect to all activities and responsibilities of Contractor under the MA Contract that are delegated to Subcontractor pursuant to the Agreement or otherwise, Subcontractor will cooperate in ensuring that such delegation is clearly specified in writing, and that responsibility for reporting to CMS is clear. Any such delegated activities must be consistent and comply with the MA Contract. Performance of Subcontractor will be monitored by Contractor on an ongoing basis. In the event that either CMS or Contractor should determine that Subcontractor has not satisfactorily performed such delegated activities or reporting requirements, Contractor may at any time, revoke such delegation and requirements.

6. Credentialing. Where the Subcontractor or an affiliate performs provider credentialing for Contractor, all Contractor credentialing requirements, including all applicable Medicare Advantage credentialing requirements, must be met. The credentials of medical professionals providing services to Members will be either reviewed by

Contractor or Contractor will review and approve, and audit on an on-going basis, the credentialing process.

7. Subcontracts. Subcontractor shall not subcontract or delegate any of Subcontractor's duties under the Agreement without the prior written consent of Contractor. Contractor retains the right to approve, suspend, or terminate any such arrangement. Subcontractor will cause all services or activities performed by persons other than Subcontractor that relate to the Agreement or the provision of health care or administrative services for or with respect to the MA Plan or Members in the MA Plan ("Contract Providers") to be subject to and performed in accordance with the terms and conditions of the Agreement, and to be consistent and comply with Contractor's obligations under the MA Contract. Subcontractor shall also cause each agreement with Contract Providers (the "Contract Provider Agreement") to contain all provisions required by applicable law to be in such agreement, or to otherwise satisfy such applicable law, including but not limited to those provisions required by 42 CFR 422.504(i). A Contract Provider Agreement includes every direct agreement between Subcontractor and a Contract Provider and every subcontract between two Contract Providers relating to the Agreement for or with respect to the MA Plan or Members in the MA Plan.
8. Reporting Requirements. Subcontractor will maintain and provide to Contractor data and information reasonably requested by Contractor to permit Contractor to comply with reporting requirements under the MA Contract, including but not limited to data and information necessary to (1) administer and evaluate the Medicare Advantage program, (2) establish and facilitate a process for current and prospective beneficiaries to exercise choice in obtaining Medicare services, (3) allow Contractor to provide CMS data and information with respect to: the cost of its operations; the patterns of utilization of its services; the availability, accessibility and acceptance of its services; developments in the health status of Members; and fiscal soundness.
9. Physical Premises. Subcontractor shall allow HHS, the Comptroller General, or their designees to evaluate through inspection and other means the premises, physical facilities and equipment and records of the Subcontractor that pertain to Members and any additional information that CMS may require.
10. Provider-Patient Relationship. Subcontractor shall maintain the provider-patient relationship and nothing in the Agreement shall contain any provision that interferes with the provider-patient relationship.
11. Prompt Payment. Contractor agrees to provide prompt payment in accordance with the terms agreed to between Contractor and Provider in the Agreement.
12. Provider Selection. If the Agreement provides for the selection of providers by Subcontractor or its designee, then Contractor retains the right to approve, suspend, or terminate any such arrangement.
13. Policies and Procedures. Subcontractor will comply with Contractor's policies and procedures, as applicable to the Services, that include Medicare Advantage-related

provisions and provisions relating to Medicare Managed Care Manual, Chapter 11 – Medicare Advantage Application Procedures and Contract Requirements, Section 100.4.

14. Part D. Where Contractor is a Part D plan sponsor the following provisions also apply.
- 14.1. Access to Records; Audit. HHS, the U.S. Comptroller General, Contractor, or their designees have the right to inspect, evaluate and audit any pertinent contracts, books, documents, papers, and records of Subcontractor or related entity(s), contractor(s), or subcontractor(s) involving transactions related to CMS' Part D contract with Contractor ("Part D Plan Contract"). HHS', the Comptroller General's, Contractor's, or their designee's right to inspect, evaluate and audit any pertinent information for any particular contract period will exist for ten (10) years following (a) the date of termination of the Agreement or (b) completion of any audit commenced prior to termination of the Agreement, whichever is later, unless such ten year period is further extended for reasons specified in 42 CFR § 423.505(e)(4). Subcontractor will maintain financial, clinical, and other records pertinent to the Agreement to permit inspection, evaluation and audit of such records as specified in this Section 14.1.
- 14.2. Member Protections. Subcontractor will hold Members harmless for the payment of fees that are the legal obligation of Contractor.
- 14.3. Delegation. With respect to all activities and responsibilities of Contractor under the Part D Plan Contract that are delegated to Subcontractor pursuant to the Agreement or otherwise, Subcontractor agrees to cooperate in ensuring that such delegation is clearly specified in writing, and that responsibility for reporting to CMS is clear. Contractor maintains ultimate responsibility for compliance with the Part D Plan Contract and is required to monitor such delegated activities on an ongoing basis. Any such delegated activities must be consistent and comply with the Part D Plan Contract. In the event that either CMS or Contractor should determine that Subcontractor has not satisfactorily performed such delegated activities or reporting requirements, Contractor may at any time revoke such delegation.
- 14.4. Subcontracts. Subcontractor shall not subcontract or delegate any of Subcontractor's duties under the Agreement without the prior written consent of Contractor. Contractor retains the right to approve, suspend, or terminate any such arrangement. Subcontractor will cause all services or activities performed by persons other than Subcontractor that relate to the Agreement to be subject to and performed in accordance with the terms and conditions of the Agreement, and to be consistent and comply with Contractor's obligations under the Part D Plan Contract.

ATTACHMENT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), dated March 15, 2015 (the "Effective Date"), is entered into between Multnomah County Department of County Human Services Aging, Disability and Veterans Services ("ADVS") and Clackamas County Social Services ("Business Associate"). ADVS and the Business Associate are each a party to this Agreement and are referred to collectively as the "parties."

Recitals

Business Associate either (i) performs or assists in performing certain functions or activities to or on behalf of ADVS, which sometimes may involve (a) the use or disclosure of Protected Health Information (as defined below) by Business Associate, or (b) the creation, receipt, maintenance or transmission of Electronic Protected Health Information (as defined below) by Business Associate; or (ii) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation or financial services to or on behalf of ADVS, which sometimes may involve (a) the use or disclosure of Protected Health Information by Business Associate, or (b) the creation, receipt, maintenance or transmission of Electronic Protected Health Information by Business Associate. Accordingly, the use, disclosure, transmission, and maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the "HIPAA Privacy Regulations") and security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended, as set forth at 45 C.F.R. Parts 160 and 164 (collectively the "HIPAA Privacy and Security Regulations") with respect to such services. This Agreement is intended to document the Business Associate assurances required by the HIPAA Privacy and Security Regulations and will govern the terms and conditions under which ADVS may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive Protected Health Information on behalf of ADVS.

ADVS is a business associate of FamilyCare Health Plans, Inc. ("Covered Entity"), a HIPAA covered entity. ADVS must pass on the provisions of its business associate agreement with Covered Entity to downstream service providers that are performing services tying back to the agreement between ADVS and Covered Entity.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the parties agree as follows:

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy and Security Regulations. Unless otherwise stated, a reference to a "section" is to a section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of ADVS.

1.4 Individual. "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of ADVS.

1.6 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.7 Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.

1.8 Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.9 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of ADVS.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, ADVS, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by ADVS or Covered Entity or the minimum necessary policies and procedures of ADVS or Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a Business Associate of ADVS, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to ADVS, which relate to the health care operations of ADVS in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a Business Associate of ADVS for the proper management and administration of Business Associate, provided that:

2.3.1 the disclosure is Required by Law, or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not individually identifiable health information ("De-Identified Information") is not subject to the provisions of this Agreement. ADVS may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by ADVS.

3. Obligations and Activities of Business Associate.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or Business Associate's agents or subcontractors in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report promptly, but in no case later than ten (10) days after discovery, to ADVS any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, ADVS agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. When PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from ADVS, Business Associate will make such PHI available to ADVS or, as directed by ADVS to an Individual, that is necessary for ADVS to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. In the event an Individual contacts Business Associate or

Business Associate's agent or subcontractor directly about gaining access to the Individual's PHI, Business Associate will forward such request to ADVS within two (2) business days of such contact and will provide access to and copies of such Individual's PHI to ADVS or to such Individual in accordance with the requirements of the HIPAA Privacy Rule as ADVS may direct. Business Associate will provide such PHI in an electronic format upon request by ADVS unless it is not readily produceable in such format in which case Business Associate will provide ADVS an alternative readable electronic format.

3.7 Amendment of PHI. When PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from ADVS or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for ADVS or Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within fifteen (15) days of receiving a request from ADVS, Business Associate will provide to ADVS information collected in accordance with Section 3.8 of this Agreement, as necessary to permit ADVS or Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (i) PHI received from, or created or received by Business Associate on behalf of, ADVS; and (ii) EPHI created, received, maintained or transmitted by Business Associate on behalf of ADVS, available to the Secretary or to ADVS or Covered Entity, in a time and manner designated by the Secretary or reasonably specified by ADVS, for purposes of the Secretary determining ADVS's or Covered Entity's compliance with the HIPAA Privacy and Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify ADVS of such Breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, in no case later than fifteen (15) calendar days after discovery of the Breach.

3.11.1 Notice to ADVS required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that ADVS determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, ADVS may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on ADVS's or Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than thirty (30) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach. Business Associate shall indemnify, hold harmless, and defend ADVS from and against any and all costs (including mailing, labor, administrative costs, vendor charges, and any other costs determined to be reasonable by ADVS in its sole discretion), losses, penalties, fines, and liabilities arising from or associated with the Breach, including without limitation the costs of ADVS's actions taken to (i) notify the affected individual(s) of and to respond to the Breach, (ii) mitigate harm to the affected individual(s), and (iii) respond to questions or requests for information about the Breach.

4. Obligations of ADVS.

4.1 Requested Restrictions. ADVS will notify Business Associate in writing of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. ADVS will notify Business Associate, in writing, of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by ADVS. ADVS will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy and Security Regulations if done by ADVS, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of ADVS as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom ADVS provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report promptly, but in no case later than fifteen (15) days after discovery, to ADVS any Security Incident affecting EPHI created,

received, maintained or transmitted by Business Associate on behalf of ADVS, of which Business Associate becomes aware. This Section constitutes notice to ADVS of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems, including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to EPHI.

5.4 HIPAA Security Regulations Compliance. Business Associate shall comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date, and shall terminate when all of the PHI provided by ADVS to Business Associate, or created or received by Business Associate on behalf of ADVS, is destroyed or returned to ADVS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If ADVS determines that Business Associate has breached a material term of this Agreement, ADVS will provide written notice to Business Associate, which sets forth ADVS's determination that Business Associate breached a material term of this Agreement, and ADVS may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by ADVS, then ADVS may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, ADVS will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from ADVS, or created or received by Business Associate on behalf of ADVS. This provision applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to ADVS notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Indemnification. To the fullest extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, agents and representatives from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorneys' fees) asserted or imposed against them arising out of the acts or omissions, or in any way connected with acts or omissions, arising out of negligent or other legally culpable acts or omissions that constitute a violation of HIPAA by the indemnitor's employees or agents.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy and Security Regulations means the section as in effect or as amended.

8.2 Interpretation. Any ambiguity in this Agreement shall be resolved to permit ADVS and Covered Entity to comply with the HIPAA Privacy and Security Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, on any person other than Business Associate and ADVS and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.4 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.6 Amendment. If any new state or federal law, rule, regulation or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy and Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Business Associate, ADVS to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least fifteen (15) days' prior written notice to the other party.

8.7 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's

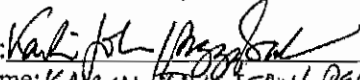
right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.8 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.9 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Multnomah County

By: 
Name: KARIN JOHNSON / PEGGY SAMOLINSKI
Title: DIVISION DIRECTOR

[BUSINESS ASSOCIATE]

By: _____
Name: _____
Title: _____

June 11, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of Amendment # 3 to a Grant Agreement from the
 U.S. Department of Housing and Urban Development, Continuum of Care Program for the
HOPE Leasing Program for the Purpose of Providing Permanent Housing**

Purpose/Outcomes	To provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	Amendment # 3 adds \$200,749 to this revenue agreement, bringing the grant agreement total to \$612,280.
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through Emergency Housing Account (EHA) funds and in-kind services from area providers. No County General Funds are involved.
Safety Impact	None
Duration	Extends the grant agreement to June 30, 2016
Previous Board Action	The original agreement was approved by the board on July 18, 2013 (071813-A2, amendment # 2 was approved by the board on July 17, 2014 (071714-A4).
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	6292

BACKGROUND:

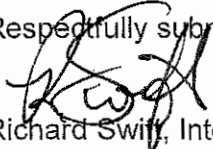
Social Services Division of the Health, Housing & Human Services Department requests the approval of Amendment # 3 to a grant agreement from the U.S. Department of Housing and Urban Development's Continuum of Care Program for the HOPE Leasing Program for the purpose of providing permanent housing. This program provides permanent housing by paying for housing deposits and rental assistance. Chronically homeless individuals receive support services, case management and housing with the use of these grant funds. A minimum of 15 households receive assistance each year.

Amendment # 3 to the grant agreement adds \$200,749; the total award is \$612,280. The amendment is effective July 1, 2015 and extends the grant agreement through June 30, 2016. This amendment was reviewed and approved by County Counsel on May 21, 2015.

RECOMMENDATION:

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

Respectfully submitted,


 Richard Swift, Interim Director

Tax ID Number: 93-6002286
Original CoC Grant Number: OR0100L0E071205
CoC Program Grant Number: OR0100L0E071407
DUNS Number: 096992656

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$200749 for project number OR0100L0E071407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 126180
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 63342
h. Operating costs	\$ 0
i. HMIS	\$ 0
j. Administration	\$ 11227

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Douglas Carlson, Director

(Typed Name and Title)

April 27, 2015

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Interim Director

(Typed Name and Title of Authorized Official)

(Date)

June 11, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment # 3 to a Grant Agreement from the
 U.S. Department of Housing and Urban Development, Continuum of Care Program, for the
Jackson Place Program to provide Transitional Housing and Services for the Homeless

Purpose/Outcomes	To provide housing and support services for the Jackson Place Transitional Housing Program.
Dollar Amount and Fiscal Impact	Amendment # 3 adds \$62,013. This is a revenue agreement, bringing the agreement total to \$189,303.
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through Emergency Housing Account (EHA) State funds and in-kind services from area providers. This agreement partially funds one case management position. No County General Funds are involved.
Safety Impact	None
Duration	Extends the agreement to June 30, 2016
Previous Board Action	The original agreement was approved by the board on July 18, 2013 (071813-A3); amendment # 2 was approved by the board on July 17, 2014 (071714-A3).
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	6293

BACKGROUND:

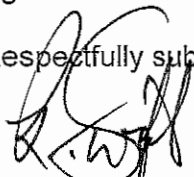
Social Services Division of the Health, Housing & Human Services Department requests the approval of Amendment # 3 to a grant agreement from the U.S. Department of Housing and Urban Development, Continuum of Care Program for the Jackson Place Program for the purpose of providing transitional housing for the homeless. This program provides housing in an apartment complex to homeless singles and couples for up to two years. Individuals also receive case management and support services to gain self-sufficiency and stable, long-term housing. A minimum of 6 households receive assistance each year.

Amendment # 3 to the grant agreement adds \$62,013; the total award is \$189,303. The amendment is effective July 1, 2015 and extends the agreement June 30, 2016. This amendment was reviewed and approved by County Counsel on May 21, 2015.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

Tax ID Number: 93-6002286
Original CoC Grant Number: OR0101L0E071205
CoC Program Grant Number: OR0101L0E071407
DUNS Number: 096992656

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$62013 for project number OR0101L0E071407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 15688
f. Rental assistance	\$ 0
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 23712
h. Operating costs	\$ 18583
i. HMIS	\$ 0
j. Administration	\$ 4030

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Douglas Carlson, Director

(Typed Name and Title)

May 6, 2015

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Interim Director

(Typed Name and Title of Authorized Official)

(Date)

COPY

Richard Swift
 Interim Director

June 11, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment # 1 to a Grant Agreement from the
 U.S. Department of Housing and Urban Development, Supportive Housing Program for the
Rent Well Rapid Re-Housing Program

Purpose/Outcomes	To reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families
Dollar Amount and Fiscal Impact	Amendment # 1 adds \$110,865 to this revenue agreement, bringing the grant agreement total to \$221,154.
Funding Source	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match of in-kind contribution which is met through Community Development Block Grant (CDBG) funds and in-kind services from area providers. No County General Funds are involved.
Safety Impact	None
Duration	Extends the grant agreement to June 30, 2016
Previous Board Action	Approval to apply for this grant was approved by the Board of County Commissioners on December 31, 2013. The original agreement was approved by Don Krupp and signed by Cindy Becker on September 2, 2014.
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	6828

BACKGROUND:

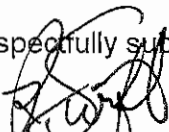
The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of Amendment # 1 to a grant award agreement with the U.S. Department of Housing and Urban Development for the Rent Well Rapid Re-Housing program. The program is designed to reduce housing barriers and provide rental assistance for permanent housing for homeless individuals and families. These funds provide SSD with resources to provide rental assistance, rental education skills training classes, case management and supportive services to homeless participants. Up to 23 households will be assisted.

The grant agreement amendment adds \$110,865; the amended total award is \$221,154. The amendment is effective July 1, 2015 and extends the agreement through June 30, 2016. This agreement was reviewed and approved by County Counsel on May 21, 2015.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

Healthy Families. Strong Communities.

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

www.clackamas.us

Tax ID Number: 93-6002286
Original CoC Grant Number: OR0177L0E071300
CoC Program Grant Number: OR0177L0E071401
DUNS Number: 096992656

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$110865 for project number OR0177L0E071401. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 24552
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 79114
h. Operating costs	\$ 0
i. HMIS	\$ 0
j. Administration	\$ 7199

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Douglas Carlson, Director

(Typed Name and Title)

May 6, 2015

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Interim Director

(Typed Name and Title of Authorized Official)

(Date)

COPY

June 11, 2015

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Oregon Department of Transportation Rail and Public Transit Division for Operations for The Mt Hood Express Bus Service

Purpose/Outcomes	Agreement with Oregon Department of Transportation Rail and Public Transit Division to fund operations for the Mt Hood Express bus service to continue transit to Government Camp and other locations in the Mt. Hood area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$203,284 and will be used to pay for operations, including fuel, to operate the bus service. Match funds will be provided by the county, state transportation grants and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5311 Rural Transportation grant
Safety Impact	None
Duration	Effective July 1, 2015 and terminates on June 30, 2017
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7175

BACKGROUND:

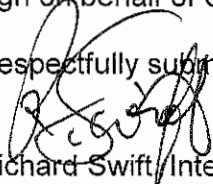
The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with Oregon Department of Transportation Rail and Public Transit Division to operate the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. The agreement was approved by County Counsel on May 26, 2015.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Interim Director

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs Incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$282,362.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$203,284.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient 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 Recipient's Articles of Incorporation or Bylaws, if applicable, (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 Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable

In accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended

under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- b. **Subagreement indemnity; insurance.**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

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

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain

insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;
 - iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

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

11.

General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact 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 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure

that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

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

Clackamas County/State of Oregon
Agreement No. 30464

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

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County/State of Oregon
Agreement No. 30464

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By Kimberley Ybarra
Recipient's Legal Counsel

Date 5/26/2015

Recipient Contact:

Teresa Christopherson
PO Box 2950
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Karyn Criswell
555 13th St. NE
Salem, OR 97301-4179
1 (503) 731-8461
Karyn.C.CRISWELL@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Karyn Criswell

Date 5-5-15

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Keith Kutler by email
(printed)

Date May 10, 2015

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2015-17 Clackamas County 30464 Rural 5311 Program				
<i>Project Administration</i>				
<i>Operations</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$133,538.00	\$119,824.00	\$13,714.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$148,824.00	\$83,460.00	\$65,364.00	Local
Sub Total	\$282,362.00	\$203,284.00	\$79,078.00	
Grand Total	\$282,362.00	\$203,284.00	\$79,078.00	

● **1. PROJECT DESCRIPTION**

Provide administrative and operations funding for Recipient to provide deviated fixed route and commuter service from the City of Sandy east along Highway 26. Service is provided to the communities of the Villages at Mt. Hood, including Welches and Rhododendron, and to Government Camp. Commuter service is also provided to Timberline Lodge on Mt. Hood. Days and hours of operation vary by service.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the service operator, the affected community members and stakeholders identified by the Recipient.

To the extent possible, Recipient (and contractor, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated services may be made available to a variety of potential users, including the general public, on a space available basis.

Recipient may amend the service design at any time in accordance with local demand, funding issues or other situation that requires service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services to the target users.

Recipient is encouraged to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.

Recipient may not use grant-acquired assets to compete unfairly with the private sector.

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip. A projected ridership goal is established for this project: 42,000 the first year and 44,000 the second year.

3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN

Administrative expenses may include and are not limited to: general administrative expenses, including and not limited to salaries and fringe of administrative staff; marketing; insurance premiums or payment to self-insurance reserve; office supplies; telecommunications; facilities and equipment rental; standard overhead rates; and the cost of administering drug and alcohol program, including testing. Administrative costs associated with coordination of transit services are eligible if the activity is part of a coordinated public transportation program or initiative.

Operating expenses are those costs directly associated with system operations, including and not limited to: fuel; dispatch and drivers' salaries and fringe; licenses; facility maintenance; uniforms; communications equipment associated with operations.

All allowable administrative and operations expenses are eligible for reimbursement. Net operating costs are eligible for reimbursement. Recipient will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service.

Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as administrative and operating costs.

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.

Program income that may be used as match for the Agreement include Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as match must be reported on a form provided by State. Recipient may not use passenger fares as match.

The required local match share will be subtracted from the total project expenses to determine the grant share of the project expense.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will include project progress information in the required report to State. Required reporting forms and instructions can be found on State's website.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Supporting documents must be provided detailing the total expenses for allowable administration and operations activities incurred during the period.

EXHIBIT B

Financial Information

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$203,284.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
--

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient'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 State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

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

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at http://www.fta.dot.gov/grants/12825_93.html. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at http://www.fta.dot.gov/grants/12825_93.html, completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/21-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for Influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to Influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

June 11, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Federal Lands Access Program
Match Amendment with the Federal Highway Administration
for Mt Hood Express Bus Service in the Mt Hood Communities

Purpose/Outcomes	The Social Services Division asks for approval for a grant amendment with the Federal Highway Administration for the Mt Hood Express bus service. This grant amendment would extend funding for bus service between the City of Sandy, Government Camp and Timberline, and the other communities along Hwy-26 for an additional two years and provide increased funding for expanded year round service.
Dollar Amount and Fiscal Impact	This amendment would increase the original grant agreement by \$510,452 to fund FY16 and FY17 operations and to increase year round service to meet demand by adding a sixth run. There would be no fiscal impact to the county. Match funds will be provided by the local business partners in a public-private partnership.
Funding Source	Federal Highway Administration, 2015 Oregon Federal Lands Access Program
Safety Impact	N/A
Duration	January 1, 2014 to February 1, 2018
Previous Board Action	N/A
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	6386

Background

The Social Services Division of the Health, Housing and Human Services Department requests approval for a Federal Lands Access Program Match Agreement Amendment from the Federal Highway Administration to increase the original grant agreement by \$510,542. This increase would fund operations for the Mt Hood Express in FY16 and FY17 and continue an early morning bus run that was added to better meet demand. The total amount of the grant would be increased to \$887,910 by this amendment.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public transit service since 2007. In October, 2013, bus service expanded to go to Government Camp and Timberline to improve access to employment and recreation, reduce vehicle traffic and improve parking. Currently the bus provides six runs daily between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area.

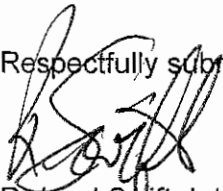
Healthy Families. Strong Communities.

The amendment would have no effect on staffing and the match requirements would be met by the local business partners in a public-private partnership.

Recommendation

We recommend the approval for this amendment and further recommend that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint, illegible stamp or background.

Richard Swift, Interim Director

INTERAGENCY AGREEMENT		1. IAA NO. DTFH7014E00019/001			PAGE OF 1 2	
2. ORDER NO.		3. REQUISITION NO. WFL15RA062		4. SOLICITATION NO.		
5. EFFECTIVE DATE		6. AWARD DATE		7. PERIOD OF PERFORMANCE 01/01/2014 TO 02/01/2018		
8. SERVICING AGENCY Clackamas County ALC: DUNS: 096992656 +4: 2051 Kaen Road Oregon City OR 97045 POC Teresa Christopherson TELEPHONE NO. 503 650 5718				9. DELIVER TO Federal Highway Administration Western Federal Lands Highway Div. 610 East Fifth Street Vancouver WA 98661-3801		
10. REQUESTING AGENCY Western Federal Lands Highway Div ALC: 69050001 DUNS: 139768597 +4: Federal Highway Administration Western Federal Lands Highway Divis 610 East Fifth Street Vancouver WA 98661-3801 POC Susan Law TELEPHONE NO. 360-619-7840				11. INVOICE OFFICE Federal Highway Administration Western Federal Lands A/P Branch, AMZ-150 PO Box 268865 Oklahoma City OK 73125		
12. ISSUING OFFICE Federal Highway Administration Western Federal Lands Highway Div. 610 East Fifth Street Vancouver WA 98661-3801				13. LEGISLATIVE AUTHORITY		
				14. PROJECT ID OR DOT 26(1)		
				15. PROJECT TITLE MT. HOOD EXPRESS TRANSIT SERVICE		
16. ACCOUNTING DATA 1517412013016 531.PE.G20E.41 1741000000 25304						
17. ITEM NO.	18. SUPPLIES/SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE
	The purpose of this Amendment No. 001 is to add funds for the additional two years of funding originally programmed for the above referenced project. 1. Cover Page, Block 5. TOTAL AMOUNT: The Agreement is hereby increased by \$510,452 from \$377,458 to amended total of \$887,910.00 by reason of this amendment. 2. Section II, Statement of Work: The attached revised Statement of Work is hereby made a part of this agreement by reason of this amendment. Continued ...					
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$510,452.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)				26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER Marlene M. Marcellay		26c. DATE	

3. FHWA will reimburse Clackamas County for all eligible costs incurred under this Agreement. The current estimated cost of the work described in this Agreement is \$887,910. In no case shall the FHWA and the County exceed this amount without a mutually agreed upon amendment of this Agreement.

4. ALL OTHER PROVISIONS OF THE ORIGINAL AGREEMENT REMAIN THE SAME.

00002

RA Amendment - Increase in Funding

510,452.00

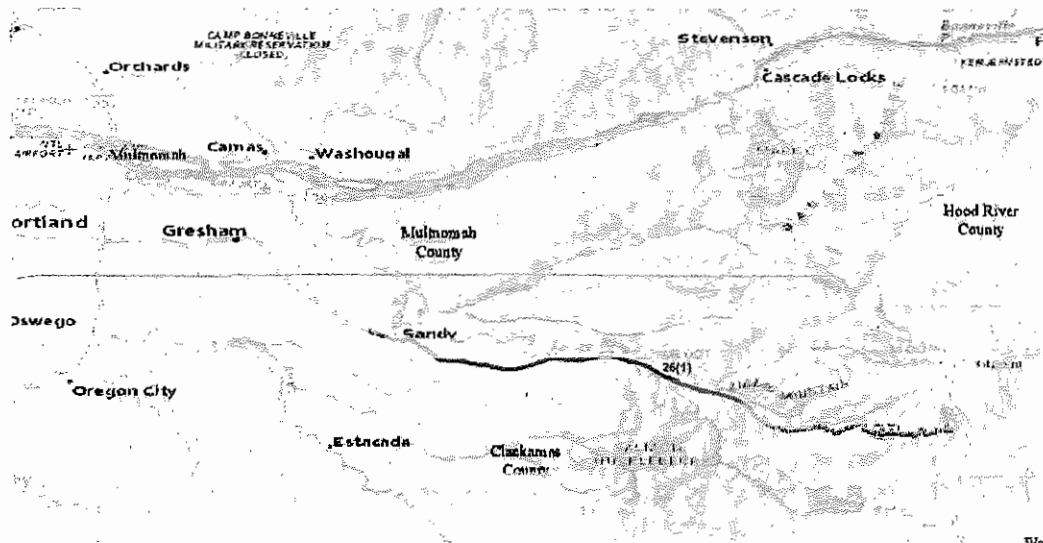
MT. HOOD MOUNTAIN EXPRESS TRANSIT SERVICE EXPANSION – Modification #1

I. INTRODUCTION (project work summary and location)

The project objective is to decrease congestion on US 26/OR 173 to the ski areas and other recreation attractors around Mt. Hood by expanding transit operations on the Mountain Express (now named the Mt Hood Express) operated by Clackamas County and City of Sandy linkage.

The project is located in Clackamas County, OR as shown in Figure 1. The nearest city is Sandy, OR in Clackamas County. Approximate Global Positioning System (GPS) Coordinates for the project are 45.405902 Latitude, -122.294418 Longitude.

Figure 1 Service Route Location



II. STATEMENT OF WORK

The project objective is to decrease congestion on US 26/OR 173 to the ski areas and other recreation attractors around Mt. Hood by expanding transit operations on the Mt Hood Express and City of Sandy linkage. Specifically, the Access Program funded the expansion of the service in the 2013 Call for Projects, from 5 runs/day to 7 runs/day during the winter (Nov - March, 16 Weeks), and from 2 runs/day to 5 6 runs/day for the rest of the year.

Season	Current Service	FLAP Funds	For a total of...
Winter (Nov – Mar, 16 weeks)	5 runs/day	2 runs/day	7 runs/day
Rest of Year (Apr – Oct, 36 weeks)	2 runs day	3 runs/day	5 runs/day 6 runs/day

The Mt Hood Express and the Sandy Area Metro transit services are currently offered seven days per week year around. The Mt Hood Express will operate approximately 16 weeks during the winter ("winter schedule") at seven commuter runs per day seven days per week ending in Government Camp. This schedule would begin in November and end in March. For the remaining 36 weeks of each year, the service would operate on a reduced schedule ("summer schedule") ~~of five commuter runs per day~~ 6 commuter runs per day six days per week ending in Government Camp. This schedule would begin in March and continue until November to provide continuous service all year round.

Environmental Compliance

Federally funded projects must fully comply with all requirements of the National Environmental Policy Act (NEPA). Under CFR title 23 section 771.117 (FHWA Categorical Exclusion regulations), transit expansion projects fall under the category of actions, (c)(16), covered by the FHWA Categorical Exclusion regulations, therefore no further NEPA approvals are required by the FHWA. The attached memo provides the documentation of the FHWA environmental decision of Categorical Exclusion.

A. Summary of Deliverables

Scope:

Transit service will link Portland users to the Timberline and Ski Bowl near Government Camp and to various recreation sites nearby. Expand operations on the Mt Hood Express and City of Sandy linkage to:

- Maintain the "winter schedule" commuter service at seven runs per day, seven days per week, for 16 weeks between November and March. (FLAP funds 2 runs/day)
- Reduce the number of runs during the "summer schedule" commuter service that runs the rest of the year, to ~~five runs per day~~ 6 runs/day, seven days per week for 36 weeks. (FLAP funds 3 ~~runs/day~~ 4 runs/day)

The scope of the transit service provided may vary to meet changing demand, seasonality, or to better address transfers. Minor changes to the proposed service are anticipated, and are acceptable as long as the total cost of the transit service provided for the ~~initial two~~ four years does not exceed \$377,458 **\$887,910**.

Reporting:

The Oregon Programming Decisions Committee for the Federal Lands Access Program ~~is~~ was initially concerned that utilization may not be high enough to warrant continued funding for 2016 and 2017. Therefore, the PDC only approved funding for operations for 2014 and 2015 and made continued operations funding for 2016 and 2017 contingent on meeting or surpassing established benchmarks. In February of 2015, the PDC unanimously approved 2 additional years of service for 2016 and 2017. In addition, Clackamas County requested additional funds in FY15 (\$23,763), FY16 (\$31,548), & FY17 (\$32,940), to provide a sixth run during the summer schedule to better meet demand. The PDC also approved this addition in February 2015.

Service benchmarks such as trip utilization, users/day, runs/day, cost, etc. will be reported quarterly to Western Federal Lands that would, at a minimum, include the following information:

- 1) **Service characteristics:** Monthly service hours, overall riders, service narrative/progress report
- 2) **Ridership:** Riders/day, riders/run, riders/hr
- 3) **Seasonality:** Ridership variances for different seasons, weekend vs weekday ridership
- 4) **Cost effectiveness:** Cost/boarding, cost/mile
- 5) **Origin/Destination:** Where are riders boarding/alighting along route? What are the main trip purposes of riders on the route, i.e. employment, recreation, shopping, etc? O/D information should be obtained from semi-annual on-board surveys.

On an annual basis, a summary of service will be required reporting these service benchmarks. The summary will be reported to the Oregon Programming Decisions Committee with available statewide averages for comparison purposes. Quarterly reports are due one month after the end of the quarter, specifically,

FY2014 (year 1) quarterly reports due:

May 15, 2014
August 15, 2014
November 15, 2014
Feb 15, 2015 (Annual summary also required at this time)

FY2015 (year 2) quarterly reports due:

May 15, 2015
August 15, 2015
November 15, 2015
Feb 15, 2016 (Annual summary also required at this time)

FY2016 (year 3) quarterly reports due:

May 15, 2015
August 15, 2015
November 15, 2015
Feb 15, 2016 (Annual summary also required at this time)

FY2017 (year 4) quarterly reports due:

May 15, 2015
August 15, 2015
November 15, 2015
Feb 15, 2016 (Annual summary also required at this time)

B. Cost Budget

The cost of the work for the initial two four years is **Not to Exceed ~~\$377,458~~ \$887,910** unless an amendment to the Agreement is made in writing and agreed to by both parties. Clackamas County shall submit all invoices on a monthly basis to FHWA for actual and reasonable costs incurred for reimbursement. See Section IV, D. Method of Billing and Proper Submission of Invoices.

This RA funds a portion of the Mt Hood Express transit operations for 2014, ~~and 2015, 2016, & 2017.~~ Funding for FY2016 and 2017 is not guaranteed until the Oregon Federal Lands Access Program Programming Decisions Committee (PDC) approves 2 additional years based on performance measures that are met in the first two years of service. This agreement will be amended before September 30, 2015 for FY2016 and 2017 if the PDC approves funding for two additional years of service (~~\$205,720 for FY16, \$216,481 for FY17~~).

Approximate Yearly Budget

2014 \$181,986

2015 \$195,472+\$23,763= **\$219,235 (New Program Amount)**

2016 \$205,720+\$31,548= **\$237,268 (New Program Amount)**

2017 \$216,481+\$32,940= **\$249,421 (New Program Amount)**
= \$887,910 (New Total Program Amount)

III. TERM OF AGREEMENT – Period of Performance

The terms and conditions of this agreement shall become effective with and upon execution by FHWA Contracting Officer and shall remain in effect for the Period of Performance through Feb 1, 2018, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

IV. FINANCIAL ADMINISTRATION

A. Total Agreement Amount: See block #5, cover page, for funds obligated by this agreement.
Funding Citations: See blocks 4a & 4b. of cover page.

B. Reimbursable Payment

The servicing agency will receive payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. The servicing agency is limited to recovery of actual costs only, to include back-up data with each request for payment. Back-up data includes all documents needed to support the requested reimbursement, such as record of contract payments, receipts, payrolls, and so on.

C. Prompt Payment

The Government considers payment as being made the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make the payment on the following working day without incurring a late payment penalty. The due date for making payments by the designated payment office is the 30th day after the designated billing office receives a proper invoice from the agency, or the 30th day after Government acceptance of services performed or supplies delivered. The Prompt Payment regulations do not require the Government to pay interest penalties if based on improper submission of invoices and incorrect EFT information provided by the Servicing Agency. The Government will compute any interest penalty in accordance with the Office of Management and Budget prompt payment regulations (5 CFR Part 1315).

D. Method of Billing and Proper Submission of Invoices: (See block 6 of cover page)

The Government shall pay the Servicing Agency, upon the submission of proper invoices, the prices stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, E. Cost Budget. All invoices and final payments should reference the Agreement number, Project reference/title, and the COR's name and be sent to one of the following addresses:

US MAIL

Western Federal Lands A/P Branch, AMZ-150
PO Box 268865
Oklahoma City, OK 73125

FedEx

Western Federal Lands A/P Branch, AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Invoices may also be sent in .PDF format by electronic mail to WFLInvoices@faa.gov. The subject line of the message must include Agreement Number, Project reference/title, and invoice number. If the invoice is NOT Prompt Net 30, Terms should also be identified in the subject line, (for example, Prompt Net 14).

The following correct information constitutes a proper invoice and is

required as payment documentation:

- 1) Name of Organization
- 2) Invoice Date
- 3) Agreement Number
- 4) Vendor Invoice Number
- 5) Organization Invoice Amount
- 6) Description and quantity of goods and services rendered
- 7) Performance Period
- 8) Shipping and payment terms
- 9) Other substantiating documentation required by the Agreement

E. Administrative Fee: Unless otherwise explicitly stated in this Agreement, FHWA shall not be liable for any additional administrative fees.

F. Submission of FINAL INVOICE and Closeout of the RA - Include in all non-Federal

If FHWA does not receive a FINAL invoice within 6 months after FHWA first requests a FINAL invoice submission, the Agreement will be closed and any remaining funds de-obligated. This time period may be waived by the Requesting Agency CO if the Servicing Agency provides a reasonable basis for the waiver.

If FHWA does not receive a signed Notice of Agreement Closeout within 2 months of receipt by the Servicing Agency, the Agreement will be closed and any remaining funds de-obligated.

V. KEY OFFICIALS

REQUESTING AGENCY – FHWA/Western Federal lands Highway Division WFLHD

Contact: Susan Law, Contracting Officer's Representative (COR)
 Voice: (360) 619-7840
 Email: Susan.Law@dot.gov

Financial Contact: Katie Johnson
 Voice: (360) 619-7660
 Fax: (360) 619-7945
 Email: Katie.Johnson@dot.gov

SERVICING AGENCY- Clackamas County

Clackamas County Program Contact	Administrative Contact (same)
Name: Teresa Christopherson, Administrative Services Manager	Name: Teresa Christopherson, Administrative Services Manager
Address: 2051 Kaen Rd	Address:
City, State, Zip: Oregon City, OR 97045	City, State, Zip:
Telephone: 503-650-5718	Telephone:
FAX:	FAX:
Email: teresachr@co.clackamas.or.us	Email:
Financial Contact (same)	
Name: Name: Teresa Christopherson, Administrative Services Manager	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email:	

VI. SPECIAL PROVISIONS

All allowable costs are in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

VII. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

VIII. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

IX. TERMINATION

This Agreement may be terminated upon 30 calendar days written notice by either party. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination, or final costs agreed upon by both parties. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the Agreement, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice. Otherwise, the Agreement will terminate upon the expiration date III. TERM OF AGREEMENT, unless the period of performance is extended by amendment to the agreement and as agreed by both parties.

X. Agreement Standard Conditions

Financial

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement Closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency Finance Office upon receipt of approved close-out documentation by the Contracting Officer.

Laws

- 5. Compliance with Applicable Laws.** Both parties agree to comply with authorities, laws and regulations cited in this document.
- 6. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.
- 7. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

Administration

- 8. Responsibilities.** The Requesting Agency COR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.
- 9. Alternate Dispute Resolution.** The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII ("Resolving Intragovernmental Disputes and Major Differences").

Other

- 10. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.
- 11. Travel.** All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.
- 12. Notices.** Any communications affecting the operations covered by this agreement given by either party is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the Key Officials listed in Sections IV. and V. of this agreement. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- 13. Authorized Representatives.** Each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument.

June 11, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for the Public Health Division to Apply for the Healthy Eating, Active Living,
Communities Grant with Kaiser Permanente

Purpose/Outcomes	This grant will allow the Clackamas County Public Health Division (CCPHD) to collaborate with the Oregon Food Bank, Oregon State University Extension Program, Upstream Public Health, and three school districts, in the development of evidence-based strategies to reduce childhood obesity, which can lead to chronic disease.
Dollar Amount and Fiscal Impact	Grant award \$ 250,000. No County General Funds are involved. No matching funds required.
Funding Source	If awarded, Kaiser Permanente will fund this grant.
Safety Impact	N/A
Duration	November 2015 – April 2019
Previous Board Action	None
Contact Person	Dana Lord, Public Health Director – 503-655-8479
Contract No.	N/A

BACKGROUND:

The Public Health Division of the Health (CCPHD), Housing and Human Services Department requests the approval to Apply for the Healthy Eating, Active Living Communities Grant with Kaiser Permanente. CCPHD submitted a Letter of Intent to apply for the Kaiser Permanente Healthy Eating, Active Living, Communities Grant on April 20th. On May 19th, Kaiser invited CCPHD to submit a full proposal by June 15th.

Project

Obesity-related chronic disease is a major contributor to health inequities and is the main factor for driving health care costs. Reducing the burden of chronic disease can impact work productivity and school success. Preventing chronic disease requires behavior change, which cannot be addressed through education alone; healthy eating and active living interventions include changing places, systems, and conditions that influence community health, are necessary for success. CCPHD, in collaboration with community partners, plan to propose evidence-based strategies to reduce childhood obesity, specifically focusing on rural communities.

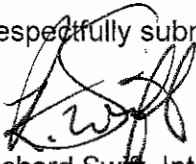
Committed community partners/collaborators and their roles:

- CCPHD will lead the coordination of partners to implement and Screen & Intervene program and increase access to healthy food in school communities.
- Oregon Food Bank will serve as the Screen & Intervene experts to train designated school staff in screening children for food insecurity and linking them to school-based food baskets.
- Oregon State University Extension: Deborah John, PhD will work with the team to assure that the proposed strategies aligned with evidence-based best practices tailored to rural communities.
- Upstream Public health: Tia Henderson, Research Manager, and Kasandra Griffen, Policy Manager for Food and School Health, will lead the systems and environmental change components of the proposal, conduct the school audit, outreach to local food retailer to negotiate discounts for SNAP recipients on fruits and vegetables, and assist in evaluation the impact of the project.

RECOMMENDATION:

Staff recommends the Board approve CCPHD's request to apply for Kaiser Permanente's Healthy Eating, Active Living Communities Grant opportunity.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Interim Director

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board

Approval to Apply for U.S. Department of Housing and Urban Development
Continuum of Care Grant Funding

Purpose/Outcomes	Renewal of two federal grants to support homeless programs and services in Clackamas County.
Dollar Amount and Fiscal Impact	\$121,746.00
Funding Source	U.S Department of Housing and Urban Development (HUD). No general funds are required. Match source is HUD Emergency Solutions Grant and Community Development Block Grant funds.
Safety Impact	n/a
Duration	1 year
Previous Board Action	Previous renewal was approved by the Board in 2014 (board item # 101614-A3)
Contact Person	Margie James, 503-650-5663
Contract No.	7164 (HMIS) and 7165 (CoC Planning)

BACKGROUND:

The Housing & Community Development Division (HCD) of the Department of Health, Housing and Human Services requests authorization to reapply for Continuum of Care funds. The Continuum of Care (CoC) is a consortium of individuals and organizations with the common purpose of planning a housing and services continuum for people who are homeless. CoC activities are targeted to identify and advocate for the needs of people who are homeless and to develop short and long term plans to mitigate homelessness in Clackamas County.

HCD is requesting the authorization to reapply for CoC funding for the following projects:

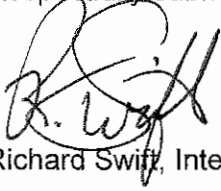
Homeless Management Information System	\$70,862
Continuum of Care Planning	<u>\$50,884</u>
Total Amount of Funding:	\$121,746

HUD requires that Clackamas County maintains a Homeless Management Information System (HMIS) to collect data on all the homeless programs and services in Clackamas County. The Continuum of Care Planning funds support coordination of homeless services and the administrative requirements of operating a Continuum of Care, including monthly meetings, coordination of leadership committee, Coordinated Access and Assessment, and annual reporting.

RECOMMENDATION:

Staff recommends Board approval to apply for these funding opportunities and authorizes Richard Swift, H3S Interim Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a circular stamp or seal.

Richard Swift, Interim Director

COPY

June 11, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Renewal Grant Agreement with the U.S. Department of Housing and Urban Development, Continuum of Care Program, for the Homeless Management Information System

Purpose/Outcomes	Approval of a grant agreement with the US Department of Housing and Urban Development (HUD) for the Homeless Management Information System, a required information system used by programs receiving Continuum of Care (CoC) and Emergency Solutions Grant (ESG) funds to serve families and individuals who are homeless.
Dollar Amount and Fiscal Impact	The grant award is \$70,862 for a one-year period. Community Development has been receiving funding for HMIS through the CoC since 2007. This initial grant was for \$30,548 and is a renewal. The grants require a 25% match or in-kind contribution, which is met with Emergency Solutions Grant (ESG) funds. No County General Funds are involved.
Funding Source	HUD
Safety Impact	None
Duration	July 1, 2015 to June 30, 2016, with an option for renewal
Previous Board Action	Approval to apply for these grants was granted in October, 2014, board item 101614-A3
Contact Person	Margie James, Program Planner, 503-650-5663
Contract No.	7141

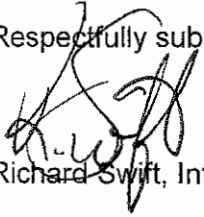
BACKGROUND:

The Housing & Community Development Division (HCD) of the Department of Health, Housing and Human Services requests the approval of a Renewal Grant Agreement with the U.S. Department of Housing and Urban Development for the Homeless Management Information System. The Homeless Management Information System (HMIS) is a web-based system that homeless assistance providers use to collect data, coordinate care, manage operations, and better serve people. HUD requires that all programs (excluding domestic violence providers) who receive HUD Continuum of Care and Emergency Solutions Grant funds use the system to receive funding. This includes both programs internal to H3S as well as programs operated by our nonprofit partners in the community. The HMIS is also used to report data on our Homeless Point in Time Count, Annual Homeless Assessment Report, and Continuum of Care application.

RECOMMENDATION:

We recommend the approval of this grant agreement and that Richard Swift, Interim Director of Health, Housing and Human Services is authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the typed name below.

Richard Swift, Interim Director

Tax ID Number: 93-6002286
Original CoC Grant Number: OR0099L0E071205
CoC Program Grant Number: OR0099L0E071407
DUNS Number: 096992656

SCOPE OF WORK EXHIBIT for the FY 2014 CoC PROGRAM COMPETITION

1. This Agreement is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 5., below, is also subject to the terms of the FY 2014 Notice of Funds Availability.
2. This Exhibit, providing an additional award of funding, is added to the Continuum of Care Program Grant Agreement identified above by the Original CoC Program Grant Number, under the authority of the fifth paragraph of the Original CoC Program Grant Agreement. The funding provided through this Scope of Work will be referred to by the Renewal Award Number listed above.
3. The grant term applicable to funds shall be 1 year which shall run from 07-01-2015 to 06-30-2016
4. The Continuum that designated Recipient to apply for grant funds is not a high-performing community.
5. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is \$70862 for project number OR0099L0E071407. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. CoC Planning cost	\$ 0
b. Acquisition	\$ 0
c. New construction	\$ 0
d. Rehabilitation	\$ 0
e. Leasing	\$ 0
f. Rental assistance	\$ 0
i. Tenant-based rental assistance	\$
ii. Project-based rental assistance	\$
iii. Sponsor-based rental assistance	\$
g. Supportive services	\$ 0
h. Operating costs	\$ 0
i. HMIS	\$ 66372
j. Administration	\$ 4490

6. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
7. Nothing in this grant agreement shall be construed as creating or justifying any claim against the federal government or the grantee by any third party.

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Douglas Carlson, Director

(Typed Name and Title)

May 6, 2015

(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:

(Signature of Authorized Official)

Richard Swift, Interim Director

(Typed Name and Title of Authorized Official)

(Date)



Richard Swift
Interim Director

COPY

June 11, 20015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Amendment #6 to an Intergovernmental Agreement with the Oregon Department of Education, Early Learning Division to Provide Healthy Families Services

Purpose/Outcomes	In order to minimize the disruption of services, this agreement extends the current Healthy Families contract to September 30, 2015. Healthy Families program provides safety screens and intensive home visiting services to high risk families in Clackamas County. An expected outcome associated with this program is that 97% of the children receiving intensive home services will be free from abuse and neglect.
Dollar Amount and Fiscal Impact	This amendment is for \$129,320 for a new total dollar amount awarded under this agreement is \$1,352,330. This increase is to cover expenses for July, August & September 2015. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs. Oregon State has determined that the County is vendor under this agreement.
Funding Source	Oregon Department of Education, Early Learning Division
Safety Impact	N/A
Duration	Effective upon signature of all parties and terminates on September 30, 2015
Previous Board Action	Original Agreement was approved on June 6, 2013 #060613-A3
Contact Person	Rodney A. Cook
Contract No.	6466

BACKGROUND:

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

Healthy Families. Strong Communities.

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

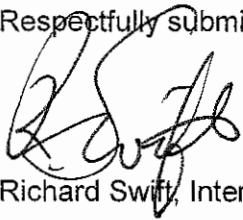
www.clackamas.us

This amendment is to extend the agreement thru September 30, 2015. The original agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a faint circular stamp or watermark.

Richard Swift, Interim Director

**OREGON DEPARTMENT OF EDUCATION
EARLY LEARNING DIVISION 2013-2015
COUNTY INTERGOVERNMENTAL AGREEMENT #9748 or CLAC1315 AMENDMENT #6
"Mixed Funds Agreement"**

This is Amendment No. 6 to ODE Agreement No. 9748 or CLAC1315 (as amended from time to time, the "Agreement") between the State of Oregon, acting by and through its Department of Education on behalf of its Early Learning Division ("Agency") and **Clackamas County** ("County") a political subdivision of the State of Oregon. The Agreement is dated June 20, 2013; this Amendment is effective as of the last date it is signed below (the "Effective Date").

1. This Amendment shall be effective on the last date the Amendment has been signed by every party and when required, approved in accordance with applicable laws, rules and regulations, including any federal approval and approval for legal sufficiency by the State of Oregon, Department of Justice.
2. The Agreement is hereby amended as follows with new language indicated by underlining and [deleted language is indicated by brackets]:

A) AGREEMENT, Section 1 is revised as follows:

This Agreement is effective on the later of July 1, 2013, or the date it has been fully executed by every party and, when required, approved by the Oregon Department of Justice. Unless extended or terminated in accordance with its terms, this Agreement terminates on [June 30, 2015] September 30, 2015. This Agreement may be extended for additional time, with a maximum term of four years. Agency will provide to the Contractor written notice of intent to extend the Agreement in the form of an Amendment.

B) EXHIBIT B, FUNDING AREA DESCRIPTIONS, SECTION A, subsection 1 is revised as follows:

1. **Healthy Start.** Healthy Start activities are described in OAR 423-010-0024(6) and [OAR 423-045-0015] OAR 414-525-0015.

C) EXHIBIT C, AWARD, is revised as follows:

FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
1. Healthy Start	[\$1,081,417] <u>\$1,210,737</u>	\$141,593	

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance Agency will provide to County under this Agreement in support of Activities in the specified Funding Area. The CFDA (Catalog of Federal Domestic Assistance) Number specifies the source of federal funds as follows: CFDA Number 93.556 specifies Title IV-B(2), Social Service Act, Subpart 2, Family Preservation and Family Support Services Program, funds.

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

COUNTY, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES COUNTY HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

COUNTY

By:	Title:	Date:
Printed Signature	E-Mail Address:	

AGENCY

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

Approved for Legal Sufficiency per ORS 291.047 *(Required for contracts in excess of \$150,000, unless exempt.)*

Matter Number: 581070-GF0466-15

Per email:

Authorized

Signature: **David J Elott**

Title: Assistant Attorney General

Date: May 15, 2015

FAXED OR ELECTRONIC SIGNATURES ARE ACCEPTABLE

June 11, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for renewal of Revenue Intergovernmental Agreement with
Clackamas County Community Corrections, to provide
Behavioral Health Services to Community Corrections Consumers

Purpose/Outcomes	Provide mental health and substance abuse consultation and treatment services to targeted consumers served by Community Corrections Residential Services
Dollar Amount and Fiscal Impact	Contract maximum value is \$416,789., Invoices will be issued monthly for true and verifiable expense. The monthly totals will not exceed \$34,732.42.
Funding Source	This is a revenue agreement for CC Health Centers paid by CC Community Corrections budget.
Safety Impact	None
Duration	Effective July 01, 2015 and terminates on June 30, 2016
Previous Board Action	The Board previously viewed this contract on July 26, 2012 – agenda item 072612-A3, September 26, 2013 agenda item 092613-A7, December 5, 2013 agenda item 120513-A4, and June 19, 2014 agenda item 061914-A1
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	7151

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Community Corrections to provide behavioral health services to Community Corrections' consumers. Clackamas County Community Corrections purchases Residential Psychiatric Services, and Medication Evaluations from Health Centers Behavioral Health Clinics.

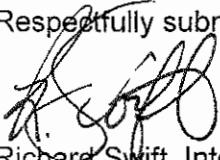
This agreement allows Clackamas County Health Centers Behavioral Health Clinics to provide mental health and substance abuse consultation and treatment services to targeted consumers served by Community Corrections' Residential Services.

This is a renewal agreement. The contract maximum is \$416,789. The agreement is effective July 1, 2015 and expires June 30, 2016.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over a light blue horizontal line.

Richard Swift, Interim Director

INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT
HEALTH CENTERS DIVISION
AND
CLACKAMAS COUNTY
COMMUNITY CORRECTIONS

Contract #7151

I. PURPOSE

This agreement between allows **Clackamas County Community Corrections**, herein referred to as CCCC, and **Clackamas County Health Centers Division**, herein referred to as CCHCD, to work together to provide substance abuse and mental health services to targeted clients within Corrections' Residential Services Division. The parties agree that it is appropriate to develop guidelines for their working relationship and for services to be provided.

II. SCOPE OF WORK AND COOPERATION

A. CCCC will:

1. Prioritize clients to receive service prior to referral. This prioritization will be coordinated through the CCCC liaison staff member who will monitor both the type and the flow of referrals.
2. Provide referral forms on each client to include a signed consent to release information at the same time the referral is made.
3. Provide accessibility of CCCC staff to the designated CCHCD liaison and CCHCD staff providing treatment services.
4. Provide assistance with personnel selection for CCCC/CCHCD services as requested.
5. Provide appropriate clinical office space for individual and group treatment services provided at CCCC facilities.

B. CCHCD will:

1. Provide timely written feedback using standard forms developed mutually by the parties on all CCCC clients involved with CCHCD.
2. Through CCHCD clinical staff on site will provide crisis consultation to CCCC staff regarding clients at risk of hospitalization due to psychiatric crises. If CCHCD clinical staff are not on site at CSAP, CCCC staff should initiate contact with CCHCD and provide relevant information. During regular office hours (8:30 am to 6:30 pm Monday through Friday), services will be accessed by calling 503-655-8401 and requesting to speak with the CSAP Supervisor or the on-call adult crisis staff person. After 6:30 pm and on weekends and holidays, after hours services will be accessed by calling 503-655-8401.
3. Provide counseling to adults with mental or emotional problems through the Adult Outpatient Program (contact 503-655-8401). Clients will be assessed as to severity of their problems and their need for mental health services in addition to the services received on site at CSAP. These referrals will be coordinated through CCHCD staff assigned to the two CCCC divisions.
4. CCHCD will ensure services are provided under the terms of this contract as scheduled except on County holidays or when staff providing services listed in item # 6 below are absent on leaves approved by CCHCD.
5. CCHCD staff stationed off site will be released for monthly CCHCD Treatment Program staff meetings on site at CSAP a rotating basis and occasional Behavioral Health Center staff meetings or trainings.

6. The following are specific services to be provided:

a. **Residential Services – Residential CSAP**

With funds available from CCCC Residential Services, provide agency consultation services and substance abuse group treatment. Services will be delivered on site by 3.8 Mental Health Specialists (125.5 hours per week).

b. **Residential Services – MED**

With funds available from CCCC Residential Services, provide consultation services at Residential Services by a Mental Health Specialist (up to 3 hours per week). Referrals will be scheduled by Residential Services.

c. **Residential Services – IDP**

With funds available from Residential Services, provide agency consultation services and substance abuse, outpatient group treatment for 26 adult male and female offenders. Services will be delivered by a Mental Health Specialist (26.5 hours per week).

d. **Psychiatric Services/Medication Evaluations**

With funds available from CCCC, needed emergency psychiatric services/medication evaluations falling outside the scope of this contract as defined above will be available at \$140.94 per hour for psychiatrist time or nurse practitioner time. CCCC will access these emergency services via a referral process established jointly by CCHCD and CCCC.

e. **Training – CCHCD Required Training**

Annual training dollars will be provided for continuing education and to retain certifications for the four full-time contracted CCHCD staff. No cost to CCCC.

f. **Clinical Supervision**

With funds available from CCCC, clinical supervision will be provided twice a month for each of the treatment staff by a CCHCD program supervisor with expertise in addictions treatment.

III. COMPENSATION

- A. CCCC agrees to pay CCHCD an amount not to exceed \$416,789.00 for the services described in Section II.B. above except for the services described in Sections II.B.6.d. The services described in Section II.B.6.d. shall be billed by CCHCD to CCCC on a fee for service basis outside of and in addition to the \$416,789.00 contract base. CCCC will pay CCHCD at rates specified in III.B.2. below for all services described in Section II.B.d. not to exceed **\$6,000**.
- B. Periodic payments from CCCC will be made to CCHCD on the basis of requests for payment submitted as follows:
1. CCHCD will bill Residential Services for true and verifiable expenses for hours worked to perform the work and services outlined in this contract. Monthly payments should not exceed **\$34,732.42**.
 2. Bill Residential Services and Field Services **\$140.94 per hour** for psychiatrist time or nurse practitioner time **\$104.70 per hour** for Mental Health Specialists (Individual Therapy), and **\$47.73 per hour** for Group Therapy not to exceed **\$6,000** as utilized under Section II.B.6.d. above.
 3. Revenue received through June 30, 2016 from **recovered IDP and Phase IV CSAP** insurance billings will be reimbursed to CCCC.

CCHCD will submit a payment request by the 25th of the month following service. CCHCD line items have been established in the CCCC budget for this purpose.

IV. LIAISON RESPONSIBILITY

CCCC will assign a liaison for the programs. CCHCD will assign a liaison from CCHCD for the program. Clinical supervision will be provided by CCHCD's Alcohol and Drug Program supervisory staff. Questions or concerns shall be resolved between the referring CCCC Residential Services and Field Services staff and the CCHCD therapist, whenever possible. Unresolved issues or concerns shall be referred to the respective liaisons as primary program contacts responsible for implementation of this agreement.

V. REVIEW

The designated liaison will conduct an informal assessment quarterly, or as needed, to determine the level of service delivery. Significant changes in the level of service may be cause for liaison staff to recommend that this agreement be amended as provided for below in Section VII.

VI. CONFIDENTIALITY

CCCC's confidentiality policy No. 214 will be the basis for release of information from CCCC's files; the CCHCD Policy and Procedures on confidentiality of records will be the basis for release of information which is of a confidential nature will be safeguarded and not made available to unauthorized persons, and each party will uphold other contracted agreements concerning confidentiality pursuant to state and federal statutes.

Both CCCC and CCHCD will comply with all applicable provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, and 45 CFR Parts 160-164.

VII. AMENDMENTS

This agreement may be amended at any time with the concurrence of both parties. Amendments are effective only after signature by all persons signing this agreement.

VIII. TERM OF AGREEMENT

- A. This agreement is effective July 1, 2015 and expires June 30, 2016.
- B. This agreement is subject to termination by either party on 30 days' notice to the other.

HEALTH CENTERS DIVISION

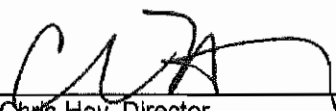


Deborah Cockrell, Director

6/2/2015

Date

COMMUNITY CORRECTIONS DEPARTMENT



Chris Hoy, Director

06/02/15

Date

HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT

Richard Swift, Interim Director

Date



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 11, 2015

Board of Commissioners
Clackamas County

Members of the Board:

**Resolution Supporting the Department of Transportation and Development (DTD)
Application for the Metro Community Planning and Development Grant program**

Purpose/Outcomes	Support for Clackamas County Department of Transportation and Development (DTD) application to undertake the Stafford Area Preliminary Infrastructure Feasibility Assessment (SAPIFA).
Dollar Amount and Fiscal Impact	Total project estimate: \$190,000 County contribution: \$5,000
Funding Source	Community Planning and Development Grant (CPDG): \$170,000 County Road Fund: \$5,000 City of Tualatin: \$5,000 City of Lake Oswego: \$5,000 City of West Linn: \$5,000
Safety Impact	The project will have minimal safety impact in that it is primarily a study about future needs and impacts to sewer, water, stormwater and transportation systems.
Duration	If selected for funding, the development of an IGA will begin in the Fall of 2015.
Previous Board Action	At the May 19, 2015 BCC Policy Session, the BCC approved submitting a letter of support for this grant application and sent a letter of support dated May 20, 2015.
Contact Person	Karen Buehrig, Transportation Planning Supervisor 503-742-4683

BACKGROUND:

Metro provides community planning and development grants (CPDG) to help cities and counties across the region develop strategies to improve existing centers and corridors, and prepare for new housing and jobs in urban expansion areas. The Department of Transportation and Development has worked closely with the cities of Tualatin, Lake Oswego and West Linn to develop an application that is design to be the first step in looking at the issues related to urbanization in the Stafford area.

At the May 19, 2015 study session meeting the Board of County Commissioners expressed support for the CPDG grant application and a letter of support from the BCC was submitted with the application. The application process also requests that a resolution with resource commitment and grant support be submitted.

The purpose of Stafford Area Preliminary Infrastructure Feasibility Assessment (SAPIFA) is to build a common understanding of the potential demands various levels of urban growth would have on the sewer, water, stormwater and transportation infrastructure in the Stafford area and

how those demands will impact the neighboring cities. This information will be used to recommend the appropriate future jurisdictional responsibility of various areas within Stafford.

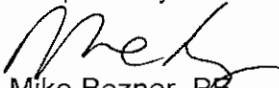
The SAPIFA is designed to be the first step in strategic planning for the Stafford area, to answer important questions before the Concept Planning is undertaken. The project will begin after the mediated conversation between the Cities, County and Metro takes place during the summer of 2015. Depending on the results of the mediated conversation, the scale of the project may change, but it is critical to be prepared to move forward with a preliminary infrastructure feasibility analysis to ensure long range planning for the area continues and is not delayed further.

The proposed budget for the project includes an in-kind match from the County in the amount of \$5,000. This funding will come from staff time assigned to the project. It is also anticipated that each of the other participating jurisdictions of Tualatin, Lake Oswego and West Linn will contribute a \$5,000 in-kind match. The total project cost estimated is \$190,000.

RECOMMENDATION:

Staff respectfully recommends approval of the attached resolution supporting the Department of Transportation and Development application for the 2015 Metro Community Planning and Development Grant program.

Respectfully submitted,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Karen Buehrig at 503-742-4683

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

A Resolution Authorizing County
Applications for a Community Planning
And Development Grant



Resolution No.

Whereas, Clackamas County is applying for a
Community Planning and Development Grant from Metro; and

Whereas, the Board of County Commissioners
has approved the proposed applications, including the budget and proposed County
match for each.

Now therefore, be it resolved that the Board of
Commissioners authorizes County staff to pursue the following grant application and
approves the budget and County match set forth in the application materials for the
Stafford Area Preliminary Infrastructure Feasibility Assessment.

ADOPTED the 11th day of June, 2015.

BOARD OF COUNTY COMMISSIONERS

CHAIR

Recording Secretary



116
M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Eagle-Elsner for the
Prosperity Park Road / Somerset Drive Paving Package**

Purpose/Outcomes	This Contract will resurface approximately 3.2 miles of roads. The roads that will be resurfaced are: Prosperity Park Road, Prindle Road, Somerset Drive, Ironwood Road, Conifer Court, Larkspur Avenue, Firethorne Court, and Hawthorne Court.
Dollar Amount and Fiscal Impact	Total Project Budget is \$1,082,930.00. This project is funded with County Road funds.
Funding Source	County Road Funds: \$1,082,930.00
Safety Impact	This project will provide smoother driving surfaces
Previous Board Action	n/a
Contact Person	Vince Hall, DTD Project Manager @ 503-742-4650

BACKGROUND:

The Department of Transportation and Development is preparing to resurface approximately 3.2 miles of local roadways that are included in the Prosperity Park/Somerset Drive Paving Package. Prosperity Park will be re-constructed with a cement base and paved with asphalt between Borland Road and 65th Avenue. Prindle Road will be resurfaced from Prosperity Park Road to its dead end. This paving package also includes asphalt resurfacing of Somerset Drive, Ironwood Road, Lakespur Avenue, Conifer Court, Firethorne Court, and Hawthorne Court in the Somerset Drive Subdivision. The Somerset Drive Subdivision is located south of Leland Road.

The County advertised for construction bids and three contractors submitted bids for this paving package. The three bidders and their bids were S-2 Contractors \$1,238,987.50, Knife River Corporation NW \$1,361,502.90, and Eagle-Elsner, Inc. \$1,082,930.00.

A review of the bids received for the Prosperity Park/Somerset Drive Paving Package allows for this recommendation for contract award to the low bidder, Eagle-Elsner, Inc. This project is funded by County Road Funds.

The project specifications require substantial completion by August 30, 2015 and a contract expiration of December 31, 2015.

The Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the contract documents with Eagle-Elsner, Inc, for the Prosperity Park Road/Somerset Drive Paving Package.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Vince Hall, Senior Civil Engineer at (503) 742-4650

Placed on the June 11, 2015 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 11, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 11, 2015** this contract with Eagle-Elsner Inc for the **Prosperity Park Road / Somerset Drive Paving Package** 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. Eighteen bid packets were sent out with three bids received: Eagle-Elsner - \$1,082,930.00; S-2 Contractors - \$1,238,987.50; and Knife River - \$1,361,502.90. After review of all bids, Eagle-Elsner Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,082,930.00. All work is to be substantially completed by August 30, 2015 with a contract completion date of December 31, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 215-2410-00-437923-22233 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2014-2015

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$165,100.
Funding Source	Includes Licenses and Permits, Charges for Services, Miscellaneous Revenue and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended Dec 11, 2014
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.471 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund- Not Allocated to Organizational Unit is correcting the recording of the interfund transfer between the General Fund and Community Health Centers.

The General Fund – County Surveyor is adjusting revenues to reflect collections and increasing expenses accordingly.

The General Fund – Development Agency Payroll is recognizing additional salary reimbursement revenue and budgeting for higher than anticipated personnel costs.

The effect of this Resolution is an increase in appropriations of \$165,100 including revenues as detailed below:

Licenses and Permits	\$ 27,000.
Charge for Services	(5,100.)
Miscellaneous Revenue	43,200.
Interfund Transfer	<u>100,000.</u>
Total Recommended	<u>\$ 165,100.</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2014-15



Resolution No. _____

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

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 11, 2015.

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – County Surveyor
- . General Fund – Development Agency Payroll;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 11, 2015

Recommended items by revenue source:

Licenses and Permits	\$ 27,000.
Charge for Services	(5,100.)
Miscellaneous Revenue	43,200.
Interfund Transfer	<u>100,000.</u>
 Total Recommended	 <u>\$ 165,100.</u>

GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT

Revenue:	
Interfund Transfer	\$ 100,000.
Total Revenues	<u>\$ 100,000.</u>
 Expense:	
Interfund Transfer	\$ 100,000.
Total Expenses	<u>\$ 100,000.</u>

General Fund- Not Allocated to Organizational Unit is correcting the recording of the interfund transfer between the General Fund and Community Health Centers.

GENERAL FUND – SURVEYOR

Revenue:	
Licenses and Permits	\$ 27,000.
Charge for Services	(5,100.)
Miscellaneous Revenue	200.
Total Revenues	<u>\$ 22,100.</u>
 Expense:	
Surveyor	\$ 22,100.
Total Expenses	<u>\$ 22,100.</u>

General Fund – County Surveyor is adjusting revenues to reflect collections and increasing expenses accordingly.

GENERAL FUND – DEVELOPMENT AGENCY PAYROLL

Revenue:	
Miscellaneous Revenue	\$ 43,000.
Total Revenues	<u>\$ 43,000.</u>

Expense:	
Development Agency Payroll	\$ 43,000.
Total Expenses	<u>\$ 43,000.</u>

General Fund – Development Agency Payroll is recognizing additional salary reimbursement revenue and budgeting for higher than anticipated personnel costs.

MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2014-2015

Purpose/Outcome	Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$4,421,284.
Funding Source	Includes State Operating Grants and Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended December 11, 2014, January 29, March 26, and April 9, 2015
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Behavioral Health Fund is recognizing additional Oregon Health Plan Funding and budgeting for program costs.

The Social Services Fund is recognizing additional revenue from the Low-Income Home Assistance Program, Development Disability Funding and Oregon Community Foundation and budgeting for program costs.

The Children, Youth and Families Fund is recognizing revenue from Healthy Start, Children of Incarcerated Parents and the Benevolent Peace Officers Foundation and budgeting for program costs.

The effect of this Board Order is an increase in appropriations of \$4,421,284 including new revenues as detailed below:

Federal Operating Grants	\$ 35,000.
State Operating Grants	4,363,284.
Charge for Services	18,000.
Miscellaneous Revenue	<u>5,000.</u>
Total Recommended	<u>\$ 4,421,284.</u>

RECOMMENDATION:

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

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2014-15



Resolution No. _____

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Behavioral Health Fund
- . Social Services Fund
- . Children, Youth and Families Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Federal Operating Grants	\$ 35,000.
State Operating Grants	4,363,284.
Charge for Services	18,000.
Miscellaneous Revenue	<u>5,000.</u>

Total Recommended \$ 4,421,284.

BEHAVIORAL HEALTH FUND

Revenue:	
State Operating Grants	<u>\$ 4,000,000.</u>
Total	<u>\$ 4,000,000.</u>

Expense:	
Behavioral Health	<u>\$ 4,000,000.</u>
Total	<u>\$ 4,000,000.</u>

Behavioral Health Fund is recognizing additional Oregon Health Plan funding and budgeting for program costs.

SOCIAL SERVICES FUND

Revenue:	
Federal Operating Grants	\$ 35,000.
State Operating Grants	326,589.
Charge for Services	18,000.
Total	<u>\$ 379,589.</u>

Expense:	
Social Services	<u>\$ 379,589.</u>
Total	<u>\$ 379,589.</u>

Social Services Fund is recognizing additional revenue from the Low-Income Home Assistance Program, Development Disability Funding and Oregon Community Foundation and budgeting for program costs.

CHILDREN, YOUTH AND FAMILIES FUND

Revenue:	
State Operating Grants	\$ 36,695.
Miscellaneous Revenue	5,000.
Total	<u>\$ 41,695.</u>

Expense:	
Children, Youth and Families	<u>\$ 41,695.</u>
Total	<u>\$ 41,695.</u>

Children, Youth and Families Fund is recognizing revenue from Healthy Start, Children of Incarcerated Parents and the Benevolent Peace Officers Foundation and budgeting for program costs.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2014-2015

Purpose/Outcome	Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended December 11, 2014, January 29, March 26, and April 9, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

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

The General Fund – Purchasing, Mailroom and Courier are recognizing additional General Fund support and budgeting it for higher mail operations costs

The Happy Valley/Clackamas Joint Transportation SDC Fund is reducing its interfund transfer to Transportation SDC Fund and DTD Capital Projects Fund, reflecting construction projects now scheduled for completion next fiscal year and increasing contingency.

The DTD Capital Projects Fund is realigning its expenditures due to a cancellation of a project.

The Records Management Fund is transferring from contingency and budgeting for higher than anticipated personnel costs.

RECOMMENDATION:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Padilla". The signature is fluid and cursive, with a large initial "D" and a long, sweeping tail.

Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2014-15



Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Purchasing, Mailroom and Courier
- . Happy Valley/Clackamas Joint Transportation SDC Fund
- . DTD Capital Projects Fund
- . Records Management Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2014 through June 30, 2015.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST

Exhibit A

GENERAL FUND – NOT ALLOCATED TO ORGANIZATIONAL UNIT- PURCHASING, MAILROOM OPERATIONS and COURIER

Decrease:		
Expenses:		
Contingency		<u>\$ 34,500.</u>
Total		<u>\$ 34,500.</u>
Increase:		
Expense:		
Purchasing	\$ 11,500.	
Mailroom Operations	13,000.	
Courier	<u>10,000.</u>	
Total		<u>\$ 34,500.</u>

General Fund – Purchasing, Mailroom and Courier are recognizing additional General Fund support and budgeting it for higher mail operations costs

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

Decrease:		
Expenses:		
Interfund Transfer		<u>\$ 533,416.</u>
Total		<u>\$ 533,416.</u>
Increase:		
Expense:		
Contingency		<u>\$ 533,416.</u>
Total		<u>\$ 533,416.</u>

Happy Valley/Clackamas Joint Transportation SDC Fund is reducing its interfund transfer to Transportation SDC Fund and DTD Capital Projects Fund, reflecting construction projects now scheduled for completion next fiscal year and increasing contingency.

DTD CAPITAL PROJECTS FUND

Decrease:		
Expenses:		
Capital Outlay		<u>\$ 138,236.</u>
Total		<u>\$ 138,236.</u>
Increase:		
Expense:		
Materials and Services	\$ 138,236.	
Total		<u>\$ 138,236.</u>

DTD Capital Projects Fund is realigning its expenditures due to a cancellation of a project.

RECORDS MANAGEMENT FUND

Decrease:

Expenses:

Contingency

\$ 15,000.

Total

\$ 15,000.

Increase:

Expense:

Records Management

\$ 15,000.

Total

\$ 15,000.

Records Management Fund is transferring from contingency and budgeting for higher than anticipated personnel costs.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Affirming that the Clackamas County 2014-2015 Fiscal Year
Budget is Appropriated by Organization Unit


Purpose/Outcome	Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	No fiscal impact of existing appropriations.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014, amended December 11, 2014, January 29, and March 26, 2015.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: On December 11, 2014, The Clackamas County Board of Commissioners approved three resolutions amending the Fiscal Year 2014-15 budget. These included a Supplemental Budget Greater than Ten Percent or Reduction (Resolution 2014-115), a Supplemental Budget Less than 10 Percent (Resolution 2014-118) and Authorization to Appropriate Grants for Specific Purposes (Resolution 2014-119.) In the exhibits detailing the budgets to be amended, expenditures were inadvertently classified by object although the budget had been adopted at the organizational unit level. It was not the County's intention to appropriate expenditures at the object classification level; it was an oversight, the result of reverting to the use prior year exhibit formats.

RECOMMENDATION:

Staff respectfully recommends adoption of the resolution affirming that the Clackamas County 2014-2015 fiscal year budget is appropriated by organization unit

Sincerely,


Diane Padilla
Budget Manager

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

In the Matter of Affirming
that the 2014-15 Fiscal Year Budget
is Appropriated by Organizational Unit



Resolution No. _____

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The Fiscal Year 2014-2015 County Budget was adopted and has been amended at the organizational unit level although exhibits attached to December 11, 2014 amendments erroneously classified same appropriations by object.

Dated this ____ day of _____, 2015

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

**SUMMARY OF SUPPLEMENTAL BUDGET
CORRECTED EXHIBIT FOR DECEMBER 11, 2014**

**Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
December 11, 2014**

Recommended items by revenue source:

Prior Year Revenue	\$ (43,405.)
Fund Balance	10,602,326.
License and Permits	(224,840.)
Grant Revenue	5,118.
Federal Operating Grants	(35,856.)
State Operating Grants	(2,763,744.)
Local Government & Other Agencies	367,477.
Charge for Services	(3,016.)
Miscellaneous Revenue	10,665,292.
Other Financing Sources	20.
Interfund Transfers	<u>2,275,255.</u>
 Total Recommended	 <u>\$ 20,844,627.</u>

GENERAL FUND- NOT ALLOCATED TO ORGANIZATIONAL UNIT

Revenues:

Fund Balance	\$ 4,024,192.
Interfund Transfer	(195,087.)
Total Revenues	<u>\$ 3,829,105.</u>

Expenses:

Contingency	\$ 3,829,105.
Total Expenses	<u>\$ 3,829,105.</u>

General Fund- Non Departmental is recognizing actual beginning fund balance and reducing an interfund transfer from the Justice Court Fund and increasing contingency.

SAFETY LOCAL OPTION LEVY FUND

Revenues:

Fund Balance	\$ (41,469.)
Total Revenues	<u>\$ (41,469.)</u>

Expenses:

Contingency	\$ (41,469.)
Total Expenses	<u>\$ (41,469.)</u>

Public Safety Local Option Levy Fund is recognizing actual fund balance and reducing contingency.

LIBRARY SERVICES FUND

Revenues:	
Fund Balance	\$ (483,751.)
Total Revenues	<u>\$ (483,751.)</u>
Expenses:	
Library Service	\$ (466,305.)
Contingency	<u>(17,446.)</u>
Total Expenses	<u>\$ (483,751.)</u>

Library Services Fund is recognizing lower than anticipated actual fund balance and realigning current appropriations to better reflect projected expenditures.

SHERIFF'S FUND

Revenues:	
Fund Balance	\$ (1,111,581.)
Licenses and Permits	(62,696.)
Federal Operating Grants	(32,184.)
Charge for Services	(19,399.)
Miscellaneous Revenue	<u>(301,078.)</u>
Total Revenues	<u>\$ (1,526,938.)</u>
Expenses:	
Sheriff	\$ (1,526,938.)
Total Expenses	<u>\$ (1,526,938.)</u>

Sheriff's Fund is recognizing actual beginning fund balance, salary reimbursement and other revenue and reducing appropriations accordingly.

COUNTYWIDE TRANSPORTATION SDC FUND

Revenues:	
Fund Balance	\$ 2,616,445.
Interfund Transfer	<u>750,000.</u>
Total Revenues	<u>\$ 3,366,445.</u>
Expenses:	
Materials and Services	\$ 1,500,000.
Interfund Transfer	1,270,342.
Contingency	<u>596,103.</u>
Total Expenses	<u>\$ 3,366,445.</u>

Countywide Transportation SDC Fund is recognizing actual beginning fund balance and an interfund transfer from the Happy Valley/Clackamas Joint Transportation Fund and budgeting for an interfund transfer to the DTD Capital Projects Fund, increasing a payment to the Oregon Transportation Infrastructure Bank and appropriating remaining funds in contingency.

PUBLIC LAND CORNER PRESERVATION FUND

Revenues:		
Fund Balance		\$ (13,329.)
Total Revenues		<u>\$ (13,329.)</u>
Expenses:		
Contingency		\$ (13,329.)
Total Expenses		<u>\$ (13,329.)</u>

Public Land Corner Preservation Fund is recognizing lower than estimated fund balance and reducing contingency.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION SDC FUND

Revenues:		
Fund Balance		\$ 982,325.
Total Revenues		<u>\$ 982,325.</u>
Expenses:		
Interfund Transfers		\$ 750,000.
Contingency		<u>232,325.</u>
Total Expenses		<u>\$ 982,325.</u>

Happy Valley/Clackamas Joint Transportation Fund is recognizing fund balance and increasing its interfund transfer to the Countywide Transportation SDC Fund and increasing contingency.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Revenues:		
Fund Balance		\$ 101,652.
Interfund Transfer		<u>50,000.</u>
Total Revenues		<u>\$ 151,652.</u>
Expenses:		
Health, Housing & Human Services Administration		\$ 91,652.
Contingency		<u>60,000.</u>
Total Expenses		<u>\$ 151,652.</u>

Health, Housing and Human Services Administration Fund is recognizing additional fund balance and an interfund transfer from the General Fund and increasing current appropriations.

BEHAVIORAL HEALTH FUND

Revenues:

Prior Year Revenue	\$ (49,753.)
Fund Balance	(599,326.)
State Operating Grants	(3,056,396.)
Miscellaneous Revenue	<u>(50,000.)</u>
Total Revenues	<u>\$ (3,755,475.)</u>

Expenses:

Behavioral Health	\$ (3,663,959.)
Contingency	<u>(91,516.)</u>
Total Expenses	<u>\$ (3,755,475.)</u>

Behavioral Health Fund is decreasing its budget in recognition of lower than expected actual fund balance and state funding, particularly from the Mental Health Residential Program. The budget was constructed assuming this program would move from Comprehensive Mental Health Plan to Medicaid. Reductions are being made in contingency and current program appropriations accordingly.

SOCIAL SERVICES FUND

Revenues:

Fund Balance	\$ (96,834.)
Federal Operating Grants	(4,844.)
State Operating Grants	(8,621.)
Charge for Services	(25,000.)
Interfund Transfer	<u>300,000.</u>
Total Revenues	<u>\$ 164,701.</u>

Expenses:

Social Services	\$ (65,048.)
Contingency	<u>229,756.</u>
Total Expenses	<u>\$ 164,701.</u>

Social Services Fund is recognizing an interfund transfer from the General Fund, lower than estimated program revenues and beginning fund balance and reducing current appropriations.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:

Fund Balance	\$ (197,510.)
Total Revenues	<u>\$ (197,510.)</u>

Expenses:

Children, Youth and Families	\$ (197,510.)
Total Expenses	<u>\$ (197,510.)</u>

Children, Youth and Families Fund is recognizing lower than estimated fund balance and reducing contracted services accordingly.

PUBLIC HEALTH FUND

Revenues:

Prior Year Revenue	\$ 6,348.
Fund Balance	(187,212.)
License and Permits	(162,144.)
Federal Operating Grants	(28,378.)
State Operating Grants	301,273.
Local Government & Other Agencies	6,000.
Charge for Services	(324,249.)
Miscellaneous Revenue	(2,922.)
Other Funding Sources	20.
Interfund Transfer	100,000.
Total Revenues	<u>\$ (291,264.)</u>

Expenses:

Public Health	\$ 180,783
Contingency	(472,047.)
Total Expenses	<u>\$ (291,264.)</u>

Public Health Fund is decreasing and realigning its budget due to lower beginning fund balance, fee revenue and changes in other grant revenue and reducing current appropriations and contingency. This fund is also recognizing, additional interfund transfer from the General Fund.

CLACKAMAS HEALTH CENTERS FUND

Revenues:

Fund Balance	\$ 2,359,334.
Local Government and Other Agencies	361,477.
Charge for Services	50,206.
Total Revenues	<u>\$ 2,771,017.</u>

Expenses:

Clackamas Health Centers	\$ 1,699,040.
Interfund Transfer	700,000.
Contingency	50,000.
Reserves	321,977.
Total Expenses	<u>\$ 2,771,017.</u>

Clackamas Health Centers Fund is recognizing additional fund balance and fee revenue from Care Oregon and Family Care and budgeting for an interfund transfer to the General Fund, reserves, contingency and program expenses. This fund is also adding a full-time Mental Health Specialist, an Office Specialist 2 and one full-time and one part-time Administrative Assistant for additional Clinic Program support.

FOREST MANAGEMENT FUND

Revenues:		
	Fund Balance	\$ 121,258.
	Total Revenues	<u>\$ 121,258.</u>
Expenses:		
	Contingency	\$ 121,258.
	Total Expenses	<u>\$ 121,258.</u>

Forest Management Fund is recognizing beginning fund balance and budgeting it in contingency.

JUVENILE FUND

Revenues:		
	Fund Balance	\$ 1,430,405.
	Grant Revenue	5,118.
	Federal Operating Grants	29,550.
	Charge for Services	315,426.
	Total Revenues	<u>\$ 1,780,499.</u>
Expenses:		
	Juvenile	\$ 1,780,499.
	Total Expenses	<u>\$ 1,780,499.</u>

Juvenile Fund is recognizing fund balance and internal grant revenue from the Sheriff's Fund to reimburse the cost of beds at the detention center and budgeting for program expenses.

DTD CAPITAL PROJECTS FUND

Revenues:		
	Fund Balance	\$ 206,168.
	Interfund Transfer	1,270,342.
	Total Revenues	<u>\$ 1,476,510.</u>
Expenses:		
	Capital Outlay	\$ 1,476,510.
	Total Expenses	<u>\$ 1,476,510.</u>

DTD Capital Projects Fund is recognizing fund balance and an interfund transfer from the Countywide Transportation SDC Fund and appropriating it in capital outlay.

CLACKAMAS BROADBAND UTILITY FUND

Revenues:		
	Fund Balance	\$ (67,282.)
	Total Revenues	<u>\$ (67,282.)</u>
Expenses:		
	Clackamas Broadband Utility	\$ (67,282.)
	Total Expenses	<u>\$ (67,282.)</u>

Clackamas Broadband Utility Fund is recognizing lower than estimated fund balance and reducing construction accordingly.

CABLE ADMINISTRATION FUND

Revenues:

Fund Balance	\$ 211,162.
Total Revenues	<u>\$ 211,162.</u>

Expenses:

Cable Administration	\$ 211,162.
Total Expenses	<u>\$ 211,162.</u>

Cable Administration Fund is recognizing additional fund balance and increasing current appropriations.

TELECOMMUNICATION SERVICES FUND

Revenues:

Fund Balance	\$ 360,355.
Total Revenues	<u>\$ 360,355.</u>

Expenses:

Telecommunications Services	\$ 360,355.
Total Expenses	<u>\$ 360,355.</u>

The Telecommunication Services Fund is recognizing fund balance and budgeting for upgrades to the Development Services Building phone system.

SELF-INSURANCE FUND

Revenues:

Fund Balance	\$ 987,324.
Miscellaneous Revenue	11,019,292.
Total Revenues	<u>\$12,006,616.</u>

Expenses:

Materials and Services	\$11,019,292.
Contingency	987,324.
Total Expenses	<u>\$12,006,616.</u>

Board of Commissioners has given approval for the county to self insure Providence medical plans beginning January 2015. The Self-Insurance Fund is increasing both revenue and expenditure budgets to reflect this change. The fund is also recognizing additional fund balance and budgeting it in contingency.

**SUMMARY OF SUPPLEMENTAL BUDGET
As Originally Submitted December 11, 2014**

**Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
December 11, 2014**

Recommended items by revenue source:

Prior Year Revenue	\$ (43,405.)
Fund Balance	10,602,326.
License and Permits	(224,840.)
Grant Revenue	5,118.
Federal Operating Grants	(35,856.)
State Operating Grants	(2,763,744.)
Local Government & Other Agencies	367,477.
Charge for Services	(3,016.)
Miscellaneous Revenue	10,665,292.
Other Financing Sources	20.
Interfund Transfers	<u>2,275,255.</u>
Total Recommended	<u>\$ 20,844,627.</u>

GENERAL FUND- NON DEPARTMENTAL

Revenues:	
Fund Balance	\$ 4,024,192.
Interfund Transfer	<u>(195,087.)</u>
Total Revenues	<u>\$ 3,829,105.</u>
Expenses:	
Contingency	<u>\$ 3,829,105.</u>
Total Expenses	<u>\$ 3,829,105.</u>

General Fund- Non Departmental is recognizing actual beginning fund balance and reducing an interfund transfer from the Justice Court Fund and increasing contingency.

SAFETY LOCAL OPTION LEVY FUND

Revenues:	
Fund Balance	<u>\$ (41,469.)</u>
Total Revenues	<u>\$ (41,469.)</u>
Expenses:	
Contingency	<u>\$ (41,469.)</u>
Total Expenses	<u>\$ (41,469.)</u>

Public Safety Local Option Levy Fund is recognizing actual fund balance and reducing contingency.

LIBRARY SERVICES FUND

Revenues:	
Fund Balance	\$ (483,751.)
Total Revenues	<u>\$ (483,751.)</u>
Expenses:	
Materials and Services	\$ (1,149,217.)
Capital Outlay	682,912.
Contingency	<u>(17,446.)</u>
Total Expenses	<u>\$ (483,751.)</u>

Library Services Fund is recognizing lower than anticipated actual fund balance and realigning current appropriations to better reflect projected expenditures.

SHERIFF'S FUND

Revenues:	
Fund Balance	\$ (1,111,581.)
Licenses and Permits	(62,696.)
Federal Operating Grants	(32,184.)
Charge for Services	(19,399.)
Miscellaneous Revenue	<u>(301,078.)</u>
Total Revenues	<u>\$ (1,526,938.)</u>
Expenses:	
Personnel Services	\$ (423,100.)
Materials and Services	(965,838.)
Capital Outlay	<u>(138,000.)</u>
Total Expenses	<u>\$ (1,526,938.)</u>

Sheriff's Fund is recognizing actual beginning fund balance, salary reimbursement and other revenue and reducing appropriations accordingly.

COUNTYWIDE TRANSPORTATION SDC FUND

Revenues:	
Fund Balance	\$ 2,616,445.
Interfund Transfer	<u>750,000.</u>
Total Revenues	<u>\$ 3,366,445.</u>
Expenses:	
Materials and Services	\$ 1,500,000.
Interfund Transfer	1,270,342.
Contingency	<u>596,103.</u>
Total Expenses	<u>\$ 3,366,445.</u>

Countywide Transportation SDC Fund is recognizing actual beginning fund balance and an interfund transfer from the Happy Valley/Clackamas Joint Transportation Fund and budgeting for an interfund transfer to the DTD Capital Projects Fund, increasing a payment to the Oregon Transportation Infrastructure Bank and appropriating remaining funds in contingency.

PUBLIC LAND CORNER PRESERVATION FUND

Revenues:	
Fund Balance	\$ (13,329.)
Total Revenues	<u>\$ (13,329.)</u>
Expenses:	
Contingency	\$ (13,329.)
Total Expenses	<u>\$ (13,329.)</u>

Public Land Corner Preservation Fund is recognizing lower than estimated fund balance and reducing contingency.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION SDC FUND

Revenues:	
Fund Balance	\$ 982,325.
Total Revenues	<u>\$ 982,325.</u>
Expenses:	
Interfund Transfers	\$ 750,000.
Contingency	232,325.
Total Expenses	<u>\$ 982,325.</u>

Happy Valley/Clackamas Joint Transportation Fund is recognizing fund balance and increasing its interfund transfer to the Countywide Transportation SDC Fund and increasing contingency.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Revenues:	
Fund Balance	\$ 101,652.
Interfund Transfer	50,000.
Total Revenues	<u>\$ 151,652.</u>
Expenses:	
Materials and Services	\$ 91,652.
Contingency	60,000.
Total Expenses	<u>\$ 151,652.</u>

Health, Housing and Human Services Administration Fund is recognizing additional fund balance and an interfund transfer from the General Fund and increasing current appropriations.

BEHAVIORAL HEALTH FUND

Revenues:	
Prior Year Revenue	\$ (49,753.)
Fund Balance	(599,326.)
State Operating Grants	(3,056,396.)
Miscellaneous Revenue	(50,000.)
Total Revenues	<u>\$ (3,755,475.)</u>
Expenses:	
Materials and Services	\$ (3,663,959.)
Contingency	(91,516.)
Total Expenses	<u>\$ (3,755,475.)</u>

Behavioral Health Fund is decreasing its budget in recognition of lower than expected actual fund balance and state funding, particularly from the Mental Health Residential Program. The budget was constructed assuming this program would move from Comprehensive Mental Health Plan to Medicaid. Reductions are being made in contingency and current program appropriations accordingly.

SOCIAL SERVICES FUND

Revenues:	
Fund Balance	\$ (96,834.)
Federal Operating Grants	(4,844.)
State Operating Grants	(8,621.)
Charge for Services	(25,000.)
Interfund Transfer	300,000.
Total Revenues	<u>\$ 164,701.</u>
Expenses:	
Personnel Services	\$ (60,007.)
Materials and Services	(5,048.)
Contingency	229,756.
Total Expenses	<u>\$ 164,701.</u>

Social Services Fund is recognizing an interfund transfer from the General Fund, lower than estimated program revenues and beginning fund balance and reducing current appropriations.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Fund Balance	\$ (197,510.)
Total Revenues	<u>\$ (197,510.)</u>
Expenses:	
Materials and Services	\$ (197,510.)
Total Expenses	<u>\$ (197,510.)</u>

Children, Youth and Families Fund is recognizing lower than estimated fund balance and reducing contracted services accordingly.

PUBLIC HEALTH FUND

Revenues:

Prior Year Revenue	\$ 6,348.
Fund Balance	(187,212.)
License and Permits	(162,144.)
Federal Operating Grants	(28,378.)
State Operating Grants	301,273.
Local Government & Other Agencies	6,000.
Charge for Services	(324,249.)
Miscellaneous Revenue	(2,922.)
Other Funding Sources	20.
Interfund Transfer	<u>100,000.</u>
Total Revenues	<u>\$ (291,264.)</u>

Expenses:

Personnel Services	\$ (106,960.)
Materials and Services	287,743.
Contingency	<u>(472,047.)</u>
Total Expenses	<u>\$ (291,264.)</u>

Public Health Fund is decreasing and realigning its budget due to lower beginning fund balance, fee revenue and changes in other grant revenue and reducing current appropriations and contingency. This fund is also recognizing, additional interfund transfer from the General Fund.

CLACKAMAS HEALTH CENTERS FUND

Revenues:

Fund Balance	\$ 2,359,334.
Local Government and Other Agencies	361,477.
Charge for Services	<u>50,206.</u>
Total Revenues	<u>\$ 2,771,017.</u>

Expenses:

Personnel Services	\$ 1,519,582.
Materials and Services	164,458.
Interfund Transfer	700,000.
Capital Outlay	15,000.
Reserve	321,977.
Contingency	<u>50,000.</u>
Total Expenses	<u>\$ 2,771,017.</u>

Clackamas Health Centers Fund is recognizing additional fund balance and fee revenue from Care Oregon and Family Care and budgeting for an interfund transfer to the General Fund, reserves, contingency and program expenses. This fund is also adding a full-time Mental Health Specialist, an Office Specialist 2 and one full-time and one part-time Administrative Assistant for additional Clinic Program support.

FOREST MANAGEMENT FUND

Revenues:		
	Fund Balance	\$ 121,258.
	Total Revenues	<u>\$ 121,258.</u>
Expenses:		
	Contingency	\$ 121,258.
	Total Expenses	<u>\$ 121,258.</u>

Forest Management Fund is recognizing beginning fund balance and budgeting it in contingency.

JUVENILE FUND

Revenues:		
	Fund Balance	\$ 1,430,405.
	Grant Revenue	5,118.
	Federal Operating Grants	29,550.
	Charge for Services	<u>315,426.</u>
	Total Revenues	<u>\$ 1,780,499.</u>
Expenses:		
	Personnel Services	\$ 29,781.
	Materials and Services	<u>1,750,718.</u>
	Total Expenses	<u>\$ 1,780,499.</u>

Juvenile Fund is recognizing fund balance and internal grant revenue from the Sheriff's Fund to reimburse the cost of beds at the detention center and budgeting for program expenses.

DTD CAPITAL PROJECTS FUND

Revenues:		
	Fund Balance	\$ 206,168.
	Interfund Transfer	<u>1,270,342.</u>
	Total Revenues	<u>\$ 1,476,510.</u>
Expenses:		
	Capital Outlay	\$ 1,476,510.
	Total Expenses	<u>\$ 1,476,510.</u>

DTD Capital Projects Fund is recognizing fund balance and an interfund transfer from the Countywide Transportation SDC Fund and appropriating it in capital outlay.

CLACKAMAS BROADBAND UTILITY FUND

Revenues:		
	Fund Balance	\$ (67,282.)
	Total Revenues	<u>\$ (67,282.)</u>
Expenses:		
	Capital Outlay	\$ (67,282.)
	Total Expenses	<u>\$ (67,282.)</u>

Clackamas Broadband Utility Fund is recognizing lower than estimated fund balance and reducing construction accordingly.

CABLE ADMINISTRATION FUND

Revenues:	
Fund Balance	\$ 211,162.
Total Revenues	<u>\$ 211,162.</u>
Expenses:	
Personnel Services	\$ 40,000.
Materials and Services	106,250.
Capital Outlay	<u>64,912.</u>
Total Expenses	<u>\$ 211,162.</u>

Cable Administration Fund is recognizing additional fund balance and increasing current appropriations.

TELECOMMUNICATION SERVICES FUND

Revenues:	
Fund Balance	\$ 360,355.
Total Revenues	<u>\$ 360,355.</u>
Expenses:	
Capital Outlay	\$ 360,355.
Total Expenses	<u>\$ 360,355.</u>

The Telecommunication Services Fund is recognizing fund balance and budgeting for upgrades to the Development Services Building phone system.

SELF-INSURANCE FUND

Revenues:	
Fund Balance	\$ 987,324.
Miscellaneous Revenue	<u>11,019,292.</u>
Total Revenues	<u>\$12,006,616.</u>
Expenses:	
Materials and Services	\$11,019,292.
Contingency	<u>987,324.</u>
Total Expenses	<u>\$12,006,616.</u>

Board of Commissioners has given approval for the county to self insure Providence medical plans beginning January 2015. The Self-Insurance Fund is increasing both revenue and expenditure budgets to reflect this change. The fund is also recognizing additional fund balance and budgeting it in contingency.

NEW SPECIFIC PURPOSE REVENUE REQUESTS
CORRECTED EXHIBIT FOR DECEMBER 11, 2014

Exhibit A

Prior Year Revenue	\$ 934,208.
Fund Balance	265,884.
Grant Revenue	165,000.
Federal Operating Grants	1,054,404.
State Operating Grants	1,222,544.
Local Government & Other Agencies	280,183.
Charge for Services	438,837.
Miscellaneous Revenue	681,535.
Interfund Transfer	<u>93,473.</u>
 Total Recommended	 <u>\$ 5,136,068.</u>

BUSINESS AND ECONOMIC DEVELOPMENT FUND

Revenue:	
Local Government & Other Agencies	\$ 21,000.
Total	<u>\$ 21,000.</u>

Expense:	
Business and Economic Development	\$ 21,000.
Total	<u>\$ 21,000.</u>

Business and Economic Development Fund is recognizing Metro grant revenue and budging to fund the next phase of the Strategically Significant Employment Lands Asset Mapping Project.

LIBRARY SERVICES FUND

Revenue:	
Interfund Transfer	\$ 64,630.
Total	<u>\$ 64,630.</u>

Expense:	
Special Payments	\$ 42,115.
Contingency	<u>22,515.</u>
Total	<u>\$ 64,630.</u>

Library Services Fund is recognizing additional revenue from the Library District and making appropriations in contingency and special payments.

SHERIFF'S FUND

Revenue:	
Federal Operating Grants	\$ 2,500.
State Operating Grants	65,000.
Local Government & Other Agencies	<u>141,790.</u>
Total	<u>\$ 209,290.</u>
Expense:	
Sheriff	\$ 209,290.
Total	<u>\$ 209,290.</u>

Sheriff's Fund is recognizing additional state and federal grants and School District contract revenue and budgeting for program costs.

DISTRICT ATTORNEY FUND

Revenue:	
State Operating Grants	<u>\$ 31,998.</u>
Total	<u>\$ 31,998.</u>
Expense:	
District Attorney	<u>\$ 31,998.</u>
Total	<u>\$ 31,998.</u>

District Attorney's Fund is recognizing additional Juvenile Dependency Intergovernmental Agreement funding and budgeting it for an anticipated increase in staffing costs and window replacement expense at the Butler Building.

BEHAVIORAL HEALTH FUND

Revenue:	
Grant Revenue	\$ 100,000.
Federal Operating Grants	118,412.
State Operating Grants	177,286.
Local Government & Other Agencies	15,000.
Charge for Services	10,000.
Miscellaneous Revenue	<u>681,535.</u>
Total	<u>\$ 1,102,233.</u>
Expense:	
Behavioral Health	\$ 1,087,233.
Contingency	<u>15,000.</u>
Total	<u>\$ 1,102,233.</u>

Behavioral Health Fund is recognizing revenue from various State and Federal Operating grants, and internal grant revenue from the Community Health Fund and budgeting for costs associated with these grants.

SOCIAL SERVICES FUND

Revenue:	
Prior Year Revenue	\$ 934,208.
Fund Balance	265,884.
Federal Operating Grants	228,406.
State Operating Grants	183,345.
Charge for Services	<u>10,000.</u>
Total	<u>\$ 1,621,843.</u>
Expense:	
Social Services	<u>\$ 1,621,843.</u>
Total	<u>\$ 1,621,843.</u>

Social Services Fund is recognizing Prior Year revenue, Fund Balance and various State and Federal Operating grant revenues and budgeting for costs associated with these programs.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Federal Operating Grants	\$ 152,000.
State Operating Grants	<u>110,708.</u>
Total	<u>\$ 262,708.</u>
Expense:	
Community Solutions for Clackamas- County	<u>\$ 262,708.</u>
Total	<u>\$ 262,708.</u>

Community Solutions for Clackamas County Fund is recognizing additional revenue from Adult and Dislocated Worker and Department of Human Services JOBS grants and budgeting to add two full-time Job Development Specialists, a Program Aide and an Instructor and for program costs.

COMMUNITY HEALTH CENTERS FUND

Revenue:		
Grant Revenue	\$	65,000.
Federal Operating Grants		491,398.
State Operating Grants		512,368.
Charge for Services		<u>418,837.</u>
Total		<u>\$ 1,487,603.</u>
Expense:		
Community Health Centers	\$	1,241,951.
Contingency		<u>245,652.</u>
Total		<u>\$ 1,487,603.</u>

The Clackamas Health Centers Fund is recognizing funding from Migrant Health Center, Care Oregon and Health Share grants and budgeting to add a full time Nurse Practitioner, Certified Medical Assistant, Office Supervisor, Nurse Supervisor and 3 Office Specialist 2 positions, part-time Nurse and Certified Medical Assistant and for other program costs.

JUVENILE FUND

Revenue:		
Federal Operating Grants	\$	61,688.
State Operating Grants		141,839.
Local Government & Other Agencies		102,393.
Interfund Transfer		<u>28,843.</u>
Total		<u>\$ 334,763.</u>
Expense:		
Juvenile	\$	<u>334,763.</u>
Total		<u>\$ 334,763.</u>

Juvenile Fund is recognizing revenue from Oregon Youth Authority, Bureau of Land Management, Criminal Justice Commission, Metro and Paul Bunyan grants and budgeting for program costs.

NEW SPECIFIC PURPOSE REVENUE REQUESTS
As Originally submitted December 11, 2014

Exhibit A

Prior Year Revenue	\$ 934,208.
Fund Balance	265,884.
Grant Revenue	165,000.
Federal Operating Grants	1,054,404.
State Operating Grants	1,222,544.
Local Government & Other Agencies	280,183.
Charge for Services	438,837.
Miscellaneous Revenue	681,535.
Interfund Transfer	<u>93,473.</u>
 Total Recommended	 <u>\$ 5,136,068.</u>

BUSINESS AND ECONOMIC DEVELOPMENT FUND

Revenue:	
Local Government & Other Agencies	\$ 21,000.
Total	<u>\$ 21,000.</u>
Expense:	
Materials and Services	\$ 21,000.
Total	<u>\$ 21,000.</u>

Business and Economic Development Fund is recognizing Metro grant revenue and budging to fund the next phase of the Strategically Significant Employment Lands Asset Mapping Project.

LIBRARY SERVICES FUND

Revenue:	
Interfund Transfer	\$ 64,630.
Total	<u>\$ 64,630.</u>
Expense:	
Materials and Services	\$ 42,115.
Contingency	<u>22,515.</u>
Total	<u>\$ 64,630.</u>

Library Services Fund is recognizing additional revenue from the Library District and making appropriations in contingency and special payments.

SHERIFF'S FUND

Revenue:	
Federal Operating Grants	\$ 2,500.
State Operating Grants	65,000.
Local Government & Other Agencies	<u>141,790.</u>
Total	<u>\$ 209,290.</u>
Expense:	
Personnel Services	\$ 144,290.
Materials and Services	<u>65,000.</u>
Total	<u>\$ 209,290.</u>

Sheriff's Fund is recognizing additional state and federal grants and School District contract revenue and budgeting for program costs.

DISTRICT ATTORNEY FUND

Revenue:	
State Operating Grants	\$ 31,998.
Total	<u>\$ 31,998.</u>
Expense:	
Personnel Services	\$ 16,000.
Capital Outlay	<u>15,998.</u>
Total	<u>\$ 31,998.</u>

District Attorney's Fund is recognizing additional Juvenile Dependency Intergovernmental Agreement funding and budgeting it for an anticipated increase in personnel costs and window replacement expense at the Butler Building.

BEHAVIORAL HEALTH FUND

Revenue:	
Grant Revenue	\$ 100,000.
Federal Operating Grants	118,412.
State Operating Grants	177,286.
Local Government & Other Agencies	15,000.
Charge for Services	10,000.
Miscellaneous Revenue	<u>681,535.</u>
Total	<u>\$ 1,102,233.</u>
Expense:	
Personnel Services	\$ 100,000.
Materials and Services	987,233.
Contingency	<u>15,000.</u>
Total	<u>\$ 1,102,233.</u>

Behavioral Health Fund is recognizing revenue from various State and Federal Operating grants, and internal grant revenue from the Community Health Fund and budgeting for costs associated with these programs.

SOCIAL SERVICES FUND

Revenue:	
Prior Year Revenue	\$ 934,208.
Fund Balance	265,884.
Federal Operating Grants	228,406.
State Operating Grants	183,345.
Charge for Services	<u>10,000.</u>
Total	<u>\$ 1,621,843.</u>
Expense:	
Personnel Services	\$ 289,948.
Materials and Services	<u>1,331,895.</u>
Total	<u>\$ 1,621,843.</u>

Social Services Fund is recognizing Prior Year revenue, Fund Balance and various State and Federal Operating grant revenues and budgeting for costs associated with these programs.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Federal Operating Grants	\$ 152,000.
State Operating Grants	<u>110,708.</u>
Total	<u>\$ 262,708.</u>
Expense:	
Personnel Services	\$ 240,984.
Materials and Services	<u>21,724.</u>
Total	<u>\$ 262,708.</u>

Community Solutions for Clackamas County Fund is recognizing additional revenue from Adult and Dislocated Worker and Department of Human Services JOBS grants and budgeting to add two full-time Job Development Specialists, a Program Aide and an Instructor and for program costs.

COMMUNITY HEALTH CENTERS FUND

Revenue:		
Grant Revenue	\$	65,000.
Federal Operating Grants		491,398.
State Operating Grants		512,368.
Charge for Services		<u>418,837.</u>
Total	\$	<u>1,487,603.</u>
Expense:		
Personnel Services	\$	883,510.
Materials and Services		198,116.
Capital Outlay		160,325.
Contingency		<u>245,652.</u>
Total	\$	<u>1,487,603.</u>

The Clackamas Health Centers Fund is recognizing funding from Migrant Health Center, Care Oregon and Health Share grants and budgeting to add a full time Nurse Practitioner, Certified Medical Assistant, Office Supervisor, Nurse Supervisor and 3 Office Specialist 2 positions, part-time Nurse and Certified Medical Assistant and for other program costs.

JUVENILE FUND

Revenue:		
Federal Operating Grants	\$	61,688.
State Operating Grants		141,839.
Local Government & Other Agencies		102,393.
Interfund Transfer		<u>28,843.</u>
Total	\$	<u>334,763.</u>
Expense:		
Personnel Services	\$	152,792.
Materials and Services		<u>181,971.</u>
Total	\$	<u>334,763.</u>

Juvenile Fund is recognizing revenue from Oregon Youth Authority, Bureau of Land Management, Criminal Justice Commission, Metro and Paul Bunyan grants and budgeting for program costs.

**SUMMARY OF SUPPLEMENTAL BUDGET
CORRECTED EXHIBIT FOR DECEMBER 11, 2015**

**Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 11, 2014**

Recommended items by revenue source:

Prior Year Revenue	\$	57,462.
Fund Balance		5,864,337.
Federal Operating Grants		(32,857.)
State Operating Grants		21,132.
Charge for Services		1,085,324.
Miscellaneous Revenue		681,535..
Interfund Transfer		<u>46,508.</u>
Total Recommended		<u>\$ 7,723,441.</u>

COUNTY FAIR FUND

Revenue:		
Fund Balance	\$	<u>120,186.</u>
Total Revenues	\$	<u>120,186.</u>
Expense:		
County Fair	\$	<u>120,186.</u>
Total Expenses	\$	<u>120,186.</u>

County Fair Fund is recognizing fund balance and budgeting for additional cost associated with the replacement of the livestock building.

BUILDING CODES FUND

Revenue:		
Fund Balance	\$	<u>194,704.</u>
Total Revenues	\$	<u>194,704.</u>
Expense:		
Building Codes	\$	(104,296.)
Contingency		<u>299,000.</u>
Total Expenses	\$	<u>194,704.</u>

Building Codes Fund is recognizing additional fund balance and budgeting to add a full-time Deputy Building Codes Administrator position, increase contingency and reduce shared allocated cost expenses.

RESOLUTION SERVICES FUND

Revenue:	
Fund Balance	\$ (5,821.)
Interfund Transfer	46,508.
Total Revenues	<u>\$ 40,687.</u>
Expense:	
Resolution Services	\$ 16,508.
Contingency	24,179.
Total Expenses	<u>\$ 40,687.</u>

Resolution Services Fund is recognizing actual fund balance and interfund transfers from the General Fund and Justice Court and budgeting for higher temporary employee costs and contingency.

PLANNING FUND

Revenue:	
Fund Balance	\$ 229,841.
Total Revenues	<u>\$ 229,841.</u>
Expense:	
Planning	\$ 127,610.
Contingency	102,231.
Total Expenses	<u>\$ 229,841.</u>

Planning Fund is recognizing fund balance and budgeting for strategic planning, concurrency process and business flow analysis and contingency.

ROAD FUND

Revenue:	
Fund Balance	\$ 2,982,352.
Charge for Services	1,085,324.
Total Revenues	<u>\$ 4,067,676.</u>
Expense:	
Road	\$ 1,800,000.
Contingency	2,267,676.
Total Expenses	<u>\$ 4,067,676.</u>

Road Fund is recognizing fund balance and development fee revenue and budgeting for customer service cost and appropriating the remainder in contingency.

CODE ENFORCEMENT & SUSTAINABILITY FUND

Revenue:	
Fund Balance	\$ 40,517.
Total Revenues	<u>\$ 40,517.</u>
Expense:	
Contingency	\$ 40,517.
Total Expenses	<u>\$ 40,517.</u>

The Code Enforcement & Office of Sustainability Fund is recognizing additional fund balance and appropriating it in contingency.

COMMUNITY CORRECTIONS FUND

Revenue:	
Fund Balance	\$ 508,694.
State Operating Grants	21,132.
Total Revenues	<u>\$ 529,826.</u>
Expense:	
Community Corrections	\$ 529,826.
Total Expenses	<u>\$ 529,826.</u>

Community Corrections Fund is recognizing fund balance and budgeting for program costs and building and equipment updates.

DISTRICT ATTORNEY FUND

Revenue:	
Fund Balance	\$ 241,308.
Federal Operating Grants	(32,857.)
Total Revenues	<u>\$ 208,451.</u>
Expense:	
District Attorney	\$ 208,451.
Total Expenses	<u>\$ 208,451.</u>

District Attorney Fund is recognizing fund balance and budgeting for new technology equipment, higher Multnomah Lodge renovation costs, additional rental expense until renovation is completed, and temporary workers.

BEHVIORAL HEALTH FUND

Revenue:	
Prior Year Revenue	\$ 57,462.
Total Revenues	<u>\$ 57,462.</u>
Expense:	
Behavioral Health	\$ 57,462.
Total Expenses	<u>\$ 57,462.</u>

Behavioral Health Fund is recognizing fund balance and budgeting for contracted services.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Fund Balance	\$ 13,789.
Total Revenues	<u>\$ 13,789.</u>
Expense:	
Community Solutions for Clackamas County	\$ 13,789.
Total Expenses	<u>\$ 13,789.</u>

Community Solutions for Clackamas County Fund is recognizing fund balance and budgeting for weatherization materials and contracted services to weatherize homes.

DOG SERVICES FUND

Revenue:	
Fund Balance	\$ 67,677.
Total Revenues	<u>\$ 67,677.</u>
Expense:	
Contingency	\$ 67,677.
Total Expenses	<u>\$ 67,677.</u>

Dog Services Fund is recognizing fund balance and increasing contingency.

STONE CREEK GOLF COURSE FUND

Revenue:	
Fund Balance	\$ 110,954.
Total Revenues	<u>\$ 110,954.</u>
Expense:	
Contingency	\$ 110,954.
Total Expenses	<u>\$ 110,954.</u>

Stone Creek Golf Course Fund is recognizing fund balance and appropriating it in contingency.

FACILITIES MANAGEMENT FUND

Revenue:	
Fund Balance	\$ 385,716.
Total Revenues	<u>\$ 385,716.</u>
Expense:	
Facilities Management	\$ 385,716.
Total Expenses	<u>\$ 385,716.</u>

The Facilities Management Fund is recognizing fund balance and budgeting it for fuel and landscaping expenses.

TECHNOLOGY SERVICES FUND

Revenue:	
Fund Balance	\$ 974,420.
Total Revenues	<u>\$ 974,420.</u>
Expense:	
Technology Services	\$ 924,420.
Reserves	50,000.
Total Expenses	<u>\$ 974,420.</u>

Technology Services Fund is recognizing fund balance and budgeting to hire a full-time administrative assistant and to complete projects carried over from the prior year as well as current year projects and increasing the capital replacement reserve account.

**SUMMARY OF SUPPLEMENTAL BUDGET
As originally submitted December 11, 2014**

**Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 11, 2014**

Recommended items by revenue source:

Prior Year Revenue	\$ 57,462.
Fund Balance	5,864,337.
Federal Operating Grants	(32,857.)
State Operating Grants	21,132.
Charge for Services	1,085,324.
Miscellaneous Revenue	681,535..
Interfund Transfer	<u>46,508.</u>
Total Recommended	<u>\$ 7,723,441.</u>

COUNTY FAIR FUND

Revenue:	
Fund Balance	\$ 120,186.
Total Revenues	<u>\$ 120,186.</u>
Expense:	
Materials and Services	\$ 120,186.
Total Expenses	<u>\$ 120,186.</u>

County Fair Fund is recognizing fund balance and budgeting for additional cost associated with the replacement of the livestock building.

BUILDING CODES FUND

Revenue:	
Fund Balance	\$ 194,704.
Total Revenues	<u>\$ 194,704.</u>
Expense:	
Personnel Services	\$ 105,687.
Materials and Services	(209,983.)
Contingency	<u>299,000.</u>
Total Expenses	<u>\$ 194,704.</u>

Building Codes Fund is recognizing additional fund balance and budgeting to add a full-time Deputy Building Codes Administrator position, increase contingency and reduce shared allocated cost expenses.

RESOLUTION SERVICES FUND

Revenue:	
Fund Balance	\$ (5,821.)
Interfund Transfer	<u>46,508.</u>
Total Revenues	<u>\$ 40,687.</u>
Expense:	
Personnel Services	\$ 16,508.
Contingency	<u>24,179.</u>
Total Expenses	<u>\$ 40,687.</u>

Resolution Services Fund is recognizing actual fund balance and interfund transfers from the General Fund and Justice Court and budgeting for higher temporary employee costs and contingency.

PLANNING FUND

Revenue:	
Fund Balance	\$ 229,841.
Total Revenues	<u>\$ 229,841.</u>
Expense:	
Materials & Services	\$ 127,610.
Contingency	<u>102,231.</u>
Total Expenses	<u>\$ 229,841.</u>

Planning Fund is recognizing fund balance and budgeting for strategic planning, concurrency process and business flow analysis and contingency.

ROAD FUND

Revenue:	
Fund Balance	\$ 2,982,352.
Charge for Services	<u>1,085,324.</u>
Total Revenues	<u>\$ 4,067,676.</u>
Expense:	
Materials and Services	\$ 1,800,000.
Contingency	<u>2,267,676.</u>
Total Expenses	<u>\$ 4,067,676.</u>

Road Fund is recognizing fund balance and development fee revenue and budgeting for customer service cost associated with the program and appropriating the remainder in contingency.

CODE ENFORCEMENT & SUSTAINABILITY FUND

Revenue:	
Fund Balance	\$ 40,517.
Total Revenues	<u>\$ 40,517.</u>
Expense:	
Contingency	\$ 40,517.
Total Expenses	<u>\$ 40,517.</u>

The Code Enforcement & Office of Sustainability Fund is recognizing additional fund balance and appropriating it in contingency.

COMMUNITY CORRECTIONS FUND

Revenue:	
Fund Balance	\$ 508,694.
State Operating Grants	21,132.
Total Revenues	<u>\$ 529,826.</u>
Expense:	
Personnel Services	\$ 25,000.
Materials Services	454,826.
Capital Outlay	50,000.
Total Expenses	<u>\$ 529,826.</u>

Community Corrections Fund is recognizing fund balance and budgeting for program costs and building and equipment updates.

DISTRICT ATTORNEY FUND

Revenue:	
Fund Balance	\$ 241,308.
Federal Operating Grants	(32,857.)
Total Revenues	<u>\$ 208,451.</u>
Expense:	
Personnel Services	\$ 20,000.
Materials Services	138,451.
Capital Outlay	50,000.
Total Expenses	<u>\$ 208,451.</u>

District Attorney Fund is recognizing fund balance and budgeting for new technology equipment, higher Multnomah Lodge renovation costs, additional rental expense until renovation is completed, and temporary workers.

BEHVIORAL HEALTH FUND

Revenue:	
Prior Year Revenue	\$ 57,462.
Total Revenues	<u>\$ 57,462.</u>
Expense:	
Personnel Services	\$ 39,950.
Materials Services	<u>17,512.</u>
Total Expenses	<u>\$ 57,462.</u>

Behavioral Health Fund is recognizing fund balance and budgeting for contracted services.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Fund Balance	\$ 13,789.
Total Revenues	<u>\$ 13,789.</u>
Expense:	
Personnel Services	\$ (36,500.)
Materials Services	<u>50,289.</u>
Total Expenses	<u>\$ 13,789.</u>

Community Solutions for Clackamas County Fund is recognizing fund balance and budgeting for weatherization materials and contracted services to weatherize homes.

DOG SERVICES FUND

Revenue:	
Fund Balance	\$ 67,677.
Total Revenues	<u>\$ 67,677.</u>
Expense:	
Contingency	\$ 67,677
Total Expenses	<u>\$ 67,677.</u>

Dog Services Fund is recognizing fund balance and increasing contingency.

STONE CREEK GOLF COURSE FUND

Revenue:	
Fund Balance	\$ 110,954.
Total Revenues	<u>\$ 110,954.</u>
Expense:	
Contingency	\$ 110,954.
Total Expenses	<u>\$ 110,954.</u>

Stone Creek Golf Course Fund is recognizing fund balance and appropriating it in contingency.

FACILITIES MANAGEMENT FUND

Revenue:	
Fund Balance	\$ 385,716.
Total Revenues	<u>\$ 385,716.</u>
Expense:	
Materials and Services	\$ 385,716.
Total Expenses	<u>\$ 385,716.</u>

The Facilities Management Fund is recognizing fund balance and budgeting it for fuel and landscaping expenses.

TECHNOLOGY SERVICES FUND

Revenue:	
Fund Balance	\$ 974,420.
Total Revenues	<u>\$ 974,420.</u>
Expense:	
Personnel Services	\$ 190,000.
Materials and Services	594,420
Capital Outlay	140,000.
Reserve	<u>50,000.</u>
Total Expenses	<u>\$ 974,420.</u>

Technology Services Fund is recognizing fund balance and budgeting to hire a full-time administrative assistant and to complete projects carried over from the prior year as well as current year projects and increasing the capital replacement reserve account.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with K&C Plumbing, Inc., for the
Silver Oak Building Tenant Improvement Project -
Plumbing System Rebid**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal impact	\$449,204.00
Funding Source	Budget Line: 420-0221-00-482300-76079 Fiscal year 2014-2015; 2015-2016 and 2016-2017
Safety Impact	
Duration	Contract signing through December 31, 2016
Previous Board Action/Review	
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

BACKGROUND:

The current Clackamas County Evidence Facility built in 1992 provides the only secure storage for the Clackamas County Sheriff's Office. With nearly 80,000 pieces of evidence being stored at any one time waiting for adjudication, returns to the public, or meeting the recent statutory measures requiring longer storage of items, the facility has quickly outgrown the 3600 square feet that it occupies.

In addition to the required storage needs, the Evidence Facility houses 6 employees in little more than 100 square feet of office space. This has generated unsafe conditions in the fact that the Evidence facility must use the same area for cataloging all means of evidence as well as day to day general office use, and without a separate area to return items to the public, they are required to open otherwise secured areas to complete the transaction.

To address these issues, it has been determined that a tenant improvement project in the Silver Oak Building will provide the best possible solution. The proposed new evidence facility will not only allow ample storage area, it will consolidate two currently off-site investigative units, permit a secure and safe means of returning items to the public, and make available future growth potential without sacrificing the high level of service required to the Sheriff's Office and the public. This contract will provide the new plumbing system required for occupancy.

This contract has been reviewed and approved by County Counsel.

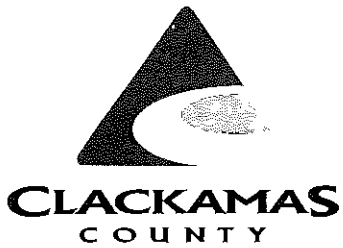
RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with K&C Plumbing, Inc., for the Plumbing System Rebid at the Silver Oak Building.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of June 11, 2015 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 11, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 11, 2015** this contract with K & C Plumbing Inc for the **Silver Oak Building Tenant Improvement Project – Plumbing System Rebid** for Clackamas County Facilities Management. This project was requested by Steven Bloemer, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-three bid packets were sent out. Two bids were received but only one bid was responsive and responsible: K & C Plumbing - \$449,204.00. The total contract amount is not to exceed \$449,204.00. All work is to be completed by December 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-482300-76079 for fiscal years 2014/2015, 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Town & Country Fence Co. of Oregon for the
Silver Oak Building Tenant Improvement Project -
Security Fence and Gates**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$345,550.00
Funding Source	Budget Line: 420-0221-00-482300-76079 Fiscal year 2014-2015; 2015-2016 and 2016-2017
Safety Impact	
Duration	Contract signing through December 31, 2016
Previous Board Action/Review	
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

BACKGROUND:

The current Clackamas County Evidence Facility built in 1992 provides the only secure storage for the Clackamas County Sheriff's Office. With nearly 80,000 pieces of evidence being stored at any one time waiting for adjudication, returns to the public, or meeting the recent statutory measures requiring longer storage of items, the facility has quickly outgrown the 3600 square feet that it occupies.

In addition to the required storage needs, the Evidence Facility houses 6 employees in little more than 100 square feet of office space. This has generated unsafe conditions in the fact that the Evidence facility must use the same area for cataloging all means of evidence as well as day to day general office use, and without a separate area to return items to the public, they are required to open otherwise secured areas to complete the transaction.

To address these issues, it has been determined that a tenant improvement project in the Silver Oak Building will provide the best possible solution. The proposed new evidence facility will not only allow ample storage area, it will consolidate two currently off-site investigative units, permit a secure and safe means of returning items to the public, and make available future growth potential without sacrificing the high level of service required to the Sheriff's Office and the public. This contract will erect a new fence and access gates on the property for security.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Town & Country Fence Co. of Oregon for the Security Fence and Gates at the Silver Oak Building Project.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of June 11, 2015 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 11, 2015

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **June 11, 2015** this contract with Town & Country Fence Co. of Oregon for the **Silver Oak Building Tenant Improvement Project – Security Fence and Gates** for Clackamas County Facilities Management. This project was requested by Steven Bloemer, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty bid packets were sent out with one bid received: Town & Country Fence Co. of Oregon - \$345,550.00. After review, Town & Country Fence Co. of Oregon was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$345,550.00. All work is to be completed by December 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-482300-76079 for fiscal years 2014/2015, 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder

Kathryn M. Holder
Purchasing Staff



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Robert Lloyd Sheet Metal, Inc., for the
Silver Oak Building Tenant Improvement Project -
HVAC System Rebid**

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal impact	\$505,000.00
Funding Source	Budget Line: 420-0221-00-482300-76079 Fiscal year 2014-2015; 2015-2016 and 2016-2017
Safety Impact	
Duration	Contract signing through December 31, 2016
Previous Board Action/Review	
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

BACKGROUND:

The current Clackamas County Evidence Facility built in 1992 provides the only secure storage for the Clackamas County Sheriff's Office. With nearly 80,000 pieces of evidence being stored at any one time waiting for adjudication, returns to the public, or meeting the recent statutory measures requiring longer storage of items, the facility has quickly outgrown the 3600 square feet that it occupies.

In addition to the required storage needs, the Evidence Facility houses 6 employees in little more than 100 square feet of office space. This has generated unsafe conditions in the fact that the Evidence facility must use the same area for cataloging all means of evidence as well as day to day general office use, and without a separate area to return items to the public, they are required to open otherwise secured areas to complete the transaction.

To address these issues, it has been determined that a tenant improvement project in the Silver Oak Building will provide the best possible solution. The proposed new evidence facility will not only allow ample storage area, it will consolidate two currently off-site investigative units, permit a secure and safe means of returning items to the public, and make available future growth potential without sacrificing the high level of service required to the Sheriff's Office and the public. This contract will provide the new HVAC systems required for occupancy.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Robert Lloyd Sheet Metal, Inc., for the HVAC System Rebid at the Silver Oak Building.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of June 11, 2015 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

June 11, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 11, 2015** this contract with Robert Lloyd Sheet Metal Inc for the **Silver Oak Building Tenant Improvement Project – HVAC System Rebid** for Clackamas County Facilities Management. This project was requested by Steven Bloemer, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-five bid packets were sent out with three bids received: Robert Lloyd Sheet Metal - \$505,000.00; Arctic Sheet Metal - \$676,765.00; and General Sheet Metal Works - \$952,892.00. After review of all bids, Robert Lloyd Sheet Metal Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$505,000.00. All work is to be completed by December 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-482300-76079 for fiscal years 2014/2015, 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

Approval of Previous Business Meeting Minutes:

May 14, 2015

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 14, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – misc. issues including Teddy Bear parade in OC, the importance to street lighting, work sessions televised.

II. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 05-2015 Amending Chapter 6.06, Park Rules and Appendix B, Fines of the Clackamas County Code *First Reading was April 23, 2015*
Kathleen Rastetter, County Counsel and Rick Gruen, County Parks presented the staff report.

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

MOTION:

Commissioner Bernard: I move we read the Ordinance No. 05-2015 by title only.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0 – he asked the clerk to read the ordinance by title only. He then asked for a motion for adoption.

MOTION:

Commissioner Bernard: I move we adopt Ordinance No. 05-2015 Amending Chapter 6.06, Park Rules and Appendix B, Fines of the Clackamas County Code.

Commissioner Smith: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow announced the Board will recess as the Board of County Commissioners and convene as the Service District No. 5 Board for the next several public hearings.

Service District No. 5 (Street Lighting)

~Wendi Coryell will present the following 10 Assessment Areas at one time.

2. Board Order No. **2015-35** Approval of a New Rate Category for Street Lighting Service Charges for Clackamas County Service District No. 5 (Wendi Coryell, DTD Engineering)
3. Board Order No. **2015-36** Forming an 18–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 17-14, Spencer View Estates Subdivision
4. Board Order No. **2015-37** Forming a 1–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 18-14, General Sheet Metal Building
5. Board Order No. **2015-38** Forming a 66–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 22-14, Pioneer Highlands Subdivision
6. Board Order No. **2015-39** Forming an 11–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 40-14, Black Horse Estates Subdivision
7. Board Order No. **2015-40** Forming a 1–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 44-14, Walgreen Pharmacy & Store
8. Board Order No. **2015-41** Forming a 3–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 07-15, Three Lot Partition
9. Board Order No. **2015-42** Forming a 14–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 15-15, Watts Park Subdivision
10. Board Order No. **2015-43** Forming a 2–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 21-15, Two Lot Partition
11. Board Order No. **2015-44** Forming a 2–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 22-15, Two Lot Partition
12. Board Order No. **2015-45** Forming a 7–Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 08-15, Webster Road Petition

~Board Discussion~

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

MOTION:

Commissioner Schrader: I move we approve the board orders for the 10 assessment area within Clackamas County Services District No. 5 as presented today.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye.

Chair Ludlow announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

III. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval of Amendment No. 5 to the Intergovernmental Revenue Agreement with Lane County for On-line Food Handlers Training/Testing Project – *Public Health*

B. Department of Transportation & Development

1. Approval of a Contact with Subcom Excavation and Utilities, LLC for the Rebid of Henrici Road Stormwater Improvement Project – *Purchasing*

C. Finance Department

1. Approval of a Contract with Portland Electrical Construction, Inc. for the Silver Oak Building Tenant Improvement Project – Electrical Systems

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement with the Clackamas County District Attorney's Office and the State of Oregon, Department of Human Services to Provide Legal Services for Child Welfare Dependency Cases – *District Attorney's Office*

E. County Counsel

1. Board Order No. **2015-46** In the Matter of Electing Lower Limits for Uninsured/Underinsured Motorist Coverage

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 11:00 AM



OFFICE OF COUNTY COUNSEL

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

June 18, 2015

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

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

Members of the Board:

DESIGNATION OF NEWSPAPER FOR 2015 PROPERTY
TAX FORECLOSURE PUBLICATION

Purpose/Outcomes	To institute tax foreclosure proceedings and comply with Oregon statute to serve notice of intent
Dollar Amount and Fiscal Impact	Costs of publications are included in the Assessment and Taxation 2015-2016 budget
Funding Source	Not applicable
Safety Impact	Not applicable
Duration	Fiscal year 2015-2016
Previous Board Action	Board approval annually at the end of June
Contact Person	Anja Mundy, County Counsel x5396

BACKGROUND:

To institute foreclosure proceedings, the County is required by Oregon statute to serve notice of intent to foreclose, either by certified mail and publication or in person. The County has chosen the first method and rotates publication of the foreclosure list among the two County newspapers that historically have the greatest circulation: The Clackamas Review and the Lake Oswego Review. This year, the newspaper proposed for publication is the Lake Oswego Review.

The projected cost of publication in the Lake Oswego Review is included in Assessment and Taxation's 2015-2016 budget for publication.

RECOMMENDATION:

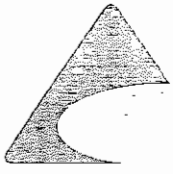
Staff recommends the Board of County Commissioners approve the designation of the Lake Oswego Review to publish the 2015 tax foreclosure list.

Respectfully submitted,



Kathleen Rastetter
Sr. Legal Counsel

26



CLACKAMAS
COUNTY

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

June 11, 2015

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

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to Contract No. 931488
Between Metro and Clackamas County

Purpose/Outcomes	This Contract was initially signed between Clackamas County through Department of Transportation and Metro on January 2013, with Amendment No 1 being signed in June 2014. The initial contract was between Metro and Department of Transportation. This contract was transferred to the Juvenile Department under Amendment No. 1.
Dollar Amount and Fiscal Impact	The maximum contract value is \$68,000.00
Funding Source	Metro
Safety Impact	
Duration	Effective July 1, 2015 through June 30, 2016
Previous Board Action	
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	931488

BACKGROUND:

Attached is an Amendment No. 2 to Contract 931488 between Clackamas County and Metro. This Amendment continues the work crews along the I205 corridor by the transfer station. This provides litter pickup community service work crews for our youth offenders.

County Counsel has reviewed and approved this Amendment as of May 27, 2015.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 2 to Contract 931488.

Respectfully submitted,

Ellen Crawford, Director
Juvenile Department

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



600 NE Grand Ave.
Portland, OR 97232-2736
503- 797-1700

Scope of Work – Attachment A

AMENDMENT NO. 02

CONTRACT NO. 931488

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, hereinafter referred to as "County."

This amendment is a change order to the original Scope of Work as follows:

The purpose of this amendment is to continue the services for an additional two years.

The contract expiration date is extended from June 30, 2015 to June 30, 2017.

Metro shall pay Contractor for services performed and materials delivered under this amendment in the amount not to exceed SIXTY-EIGHT THOUSAND AND NO/100THS DOLLARS (\$68,000.00), for a total contract amount not to exceed ONE HUNDRED FORTY-THREE THOUSAND AND NO/100THS DOLLARS (\$143,000.00).

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CLACKAMAS COUNTY JUVENILE DEPARTMENT,
By and through Ellen Crawford, Director

By *Ellen Crawford*
Ellen Crawford, Director
Date 5/27/15

METRO

By *[Signature]*
Print Name Christy Collier
Date 5/28/15

APPROVED AS TO FORM:

approved by email Kim Ybarra 5/27/2015
County Counsel

DATED this ___ day of _____, ~~2014~~ 2015.
BOARD OF COUNTY COMMISSIONERS

Chair - John Ludlow

Recording Secretary



OFFICE OF THE COUNTY ADMINISTRATOR
PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Clackamas County Resolution Services as the Eligible Grantee for
Community Dispute Resolution Funding as Determined by the
Oregon Office for Community Dispute Resolution

Purpose/Outcome	The purpose of this item is to formally approve grant funding for Clackamas County Resolution Services; the eligible program as selected by the Oregon Office for Community Dispute Resolution (OOCDR) competitive grant award process.
Dollar Amount and Fiscal Impact	Clackamas County Resolution Services is projected to receive approximately \$93,469 in grant funding.
Funding Source	The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law. No County General fund is required.
Safety Impact	Community Dispute Resolution is an important tool in resolving disputes – such as neighbor to neighbor conflicts – to reduce the likelihood of escalating issues to a level that could potentially involve law enforcement intervention.
Duration	July 1, 2015 to June 30, 2017
Previous Board Action/Review	On February 19, 2015 the Clackamas County Board of Commissioners approved Board Order 2015-16 participating in the OOCDR grant program. Clackamas County has opted to participate in this program since its inception. The Community Dispute Resolution program has received funding since 1992.
Contact Person	Nancy Newton, Deputy County Administrator – (503) 742-5918
Contract No.	n/a at this time

BACKGROUND:

The Oregon Legislature created the Oregon Dispute Resolution Commission in the early 1990s with the intent to promote alternative dispute resolution through the Community Dispute Resolution Program (CDRP) rather than the use of litigation to resolve conflicts. A role was created for County Commissioners, if they chose to participate, in the selection of service providers to receive grant funds. The Clackamas County Board of Commissioners has opted to participate in this program since its inception.

The Oregon Legislature has charged the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law, to act as Grantor for the CDRP with the responsibility to foster the development of community mediation programs by making grant monies available to participating counties. The funding for these grants will be allocated as provided for in OAR 571-100. Contracts for the provision of services are made directly between the selected service providers and the OOCDR.

On February 19, 2015 Clackamas County approved Board Order 2015-16, authorizing participation in the OOCDR Community Dispute Resolution program. The County published legal notice in the March 11, 2015 Daily Journal of Commerce and on the County web page calling for Requests for Proposal to be submitted to the OOCDR by April 30, 2015. The OOCDR selected Clackamas County Resolution Services as the eligible program in Clackamas County to receive funding. In compliance with OOCDR rules, the Board of County Commissioners is required to officially select the eligible grantee.

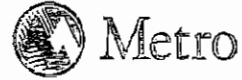
Assuming that funding for 2015 – 2017 is reauthorized by the 2015 Legislature at the same level as the prior biennium, Clackamas County Resolution Services is projected to receive approximately \$93,469 in grant funding for the period July 1, 2015 to June 30, 2017.

RECOMMENDATION:

Staff respectfully recommends Board's approval of Clackamas County Resolution Services as the eligible grantee for Community Dispute Resolution funding as determined by the Oregon Office for Community Dispute Resolution.

Respectfully submitted,

Nancy Newton
Deputy County Administrator



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Amendment

AMENDMENT NO. 01

CONTRACT NO. 931488

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, hereinafter referred to as "County."

This amendment is a change order to the original Scope of Work as follows:

County and Metro wish to transfer management of this Agreement from County's Department of Transportation and Development to its Juvenile Department, to change County's project manager and to replace the Scope of Work. County and Metro therefore agree that beginning January 1, 2014 this Agreement shall be managed by County's Juvenile Department, informal coordination of this Agreement will be conducted by the following designated Project Managers:

For Clackamas County:
Mark McDonnell
Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045

For Metro:
Penny Erickson
Metro - Parks & Environmental Services
600 NE Grand Avenue
Portland, OR 97232

In addition the Scope of Work is hereby replaced in its entirety by the attached Scope of Work - Attachment A.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CLACKAMAS COUNTY JUVENILE DEPARTMENT,
By and through Ellen Crawford, Director

By Ellen Crawford
Ellen Crawford, Director
Date 6/17/14

METRO

By [Signature]
Print Name Tracy C. Collier
Date 6/17/14

APPROVED AS TO FORM:

County Counsel

DATED this 5 day of June, 2014
BOARD OF COUNTY COMMISSIONERS

Chair [Signature]
Recording Secretary Mary Paetke
E.I.



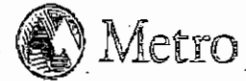
600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Scope of Work – Attachment A

AMENDMENT NO. 01

CONTRACT NO. 931458

1. County shall collect litter from roadsides along: 3.5 miles off I-205 from the Oregon City exit north to the Clackamas exit; 1.0 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; 0.5 miles of Clackamas River Drive from its intersection with Washington Street, north to a point one-half mile distant; and both sides of Oregon City Bypass for a distance of 1.0 mile from the intersection of Washington Street and Oregon City Bypass.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litterbags and place them along the roadside. Filled bag disposal will be provided by Metro. Metro will reimburse County for the cost of litter bags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and County.
5. County shall supply all labor and supervision. Supervisors shall be trained and experienced in managing each work crew. Approximately four to six workers shall be provided per crew. Two crews should be used when possible. County may outsource supervision. Labor shall be provided as set forth in paragraph 14, below.
6. County shall be paid a stipend of \$50.00 per youth for each worker working a full shift (shift defined as 6 hours) on the crew, and vocational education and training (not to exceed 8 hours per month, per youth).
7. County shall be paid an hourly wage of \$17.50 for the Crew Leader and \$15.50 for the Assistant Crew Leader. Hourly wage is accumulated in crew preparation and conclusion (not to exceed 2 hours per day, per Crew Leader), when the collection crews are working (not to exceed 6 hours per day, per Crew Leader), and in vocational education and training activities (not to exceed 8 hours per month, per Crew Leader).
8. County shall be paid for 1.5 hours per week at \$94.00 per hour for program administration, not to exceed \$7,332.00 per year.
9. County shall be reimbursed for work crew vehicle rental costs at \$94.00 per workday for one vehicle, not to exceed \$4,888.00 per year.
10. Metro shall reimburse County for replacement traffic control signs and grapplers (litter sticks) that are worn out or damaged during the performance of duties under this Agreement.



600 NE Grand Ave.
Portland, OR 97232-2736
503-797-1700

Scope of Work – Attachment A

AMENDMENT NO. 01

CONTRACT NO. 931498

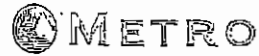
11. All visible, unconcealed litter objects, greater than approximately one square inch in size shall be collected. Bulky items may be separately set along the roadside. Items of excess unmanageable weight shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times. County is responsible for the safety of the crew.
12. County will provide special cleanup crews, when available, for major cleanup efforts on public lands required after storms, high winds, or other such occurrences.
13. The entire collection area shall be picked up at least once every two weeks.
14. County will use at-risk youth to provide the services covered in this scope and ensure that appropriate youth are selected for participation. At no time will County use contracted labor for work in this scope, other than crew supervision. If County cannot meet these obligations it will be required to report said problems within 10 days to the Metro Project Manager.

Reporting

County will document the following information weekly:

1. Date of crew and/or vocational education component;
2. Start time and end time (of youth crew members and crew leaders);
3. Specific location of service provided or educational activity;
4. Crew leader names; and,
5. Number of crew members present.

County will communicate the documented information to Metro on a quarterly basis.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 931488

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and the Clackamas County Department of Transportation and Development ("County"), whose address is 150 Beaver Creek Road, Oregon City, Oregon 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in collecting litter in the vicinity of Metro South Transfer Station.
2. Term. This Agreement shall be effective October 1, 2012, and shall remain in effect through June 30, 2015 unless earlier terminated in conformance with this Agreement.
3. Services Provided. County and Metro shall perform the services described in the attached Scope of Work (Attachment A), which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.
4. Payment for Services. Metro shall pay County for services performed and materials supplied as set forth in the Scope of Work a maximum of SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00). Metro will make payments on a quarterly basis within thirty (30) days of receipt of County's invoice.
5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, County shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by County's actions under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 30 days written notice of intent to terminate. This Agreement may be terminated with less than 30 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 10 days written notice of the alleged default, with opportunity to cure within the 30 day period.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For Clackamas County:

County Counsel
2051 Kaen Road
Oregon City, OR 97045

For Metro:

Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For Clackamas County:

Terry Ellison
Clackamas County Transportation
902 Abemethy Road
Oregon City, OR 97045

For Metro:

Peony Erickson
600 NE Grand Ave.
Metro
Portland, OR 97232

County may change the above-designated Project Manager by written notice to Metro. Metro may



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

Clackamas County Department of
Transportation and Development,
by and through Cam Gilmour, Director

Metro

By: Cam Gilmour

Cam Gilmour, Director

1-17-2013
Date

By: [Signature]

Tracy L. Collier, Deputy Director of PRS
Print name and title

7/13/12
Date

APPROVED AS TO FORM:

[Signature]
County Counsel

DATED this 17 day of January, 2013

BOARD OF COUNTY COMMISSIONERS

[Signature]
Chair

Mary Reetke B-1
Recording Secretary

Scope of Work — Attachment A

Metro Contract No. 931488

1. County shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; 0.5 miles of Clackamas River Drive from its intersection with Washington Street, north to a point one-half mile distant; and both sides of Oregon City Bypass for a distance of 1 mile from the intersection of Washington Street and Oregon City Bypass.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litterbags and place them along the roadside. Filled bag disposal will be provided by Metro. Metro will reimburse County for the cost of litterbags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and County.
5. County shall supply all labor and supervision. Supervisors shall be trained and experienced in managing each work crew. Approximately four to six workers shall be provided per crew. Two crews should be used when possible.
6. County shall be paid minimum wage (currently \$8.80) per man-hour for litter collection services, and \$18.50 per hour for each of two supervisors when the collection crews are working.
7. County shall be paid for 1.5 hours per week at \$94.00 per hour for program administration, not to exceed \$7,732 per year.
8. County shall be reimbursed for work crew vehicle rental costs at \$189.76 per workday (\$94.88 per vehicle) for two vehicles not to exceed \$8,488.00 per year.
9. Metro shall reimburse the County for replacement traffic control signs and grapplers (litter sticks) that are worn out or damaged during the performance of duties under this agreement.
10. All visible, unconcealed litter objects, greater than approximately one square inch in size shall be collected. Bulky items may be separately set along the roadside. Items of excess unmanageable weight shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times. County is responsible for the safety of the crew.
12. County will provide special cleanup crews, when available, for major cleanup efforts on public lands required after storms, high winds or other such occurrences.
13. The entire collection area shall be picked up at least once every two weeks.
14. County will use adult offenders to provide the services covered in this scope and ensure that appropriate offenders are selected for participation.

Scope of Work – Attachment A

Payment and Billing

Metro shall pay County for services performed and materials delivered in the maximum sum of SEVENTY FIVE THOUSAND AND NO/00THS DOLLARS (\$75,000.00) This maximum sum includes all fees, costs and expenses of any nature whatsoever. Each of Metro's payments to County shall equal a percentage of the total contract price, and that percentage shall equal the percentage of the work County accomplished during the billing period. County's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once per month. Invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or emailed to metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Metro shall pay County within thirty (30) days of receipt of an approved invoice.



June 11, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District for
Transfer of Appropriations for Fiscal Year 2014-2015**

Purpose/Outcome	Approval of a resolution for a transfer of appropriations for North Clackamas Parks & Recreation District FY 2014-2015
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2014 through June 30, 2015
Previous Board Action/Review	Original Adopted Budget June 26, 2014
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year, it is necessary to transfer appropriations between the major categories (Administration, Parks Maintenance, Program Services, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, Natural Resources, Nutrition, Transportation, Transfers and Contingency) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution reflects the above-mentioned changes as requested by the District in keeping with a legally accurate budget.

The **General Fund** - is transferring from the Contingency category to the Administration and Marketing and Communications categories to pay for expenditures related to the November NCPRD election.

The **Nutrition & Transportation Fund** – is transferring from the Contingency category to the Nutrition category to pay for expenditures related to the increased cost of food and serving supplies for the operation of the Meals On Wheels and congregate meals programs.

The **Capital Projects Fund** – is transferring from the Capital Outlay category to the Materials and Services category to pay for expenditures related to the accounting and collection of SDC fees.

RECOMMENDATION:

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

Sincerely,



Laura L. Zentner, CPA
BCS Deputy Director

TRANSFER REQUESTS

Exhibit A
June 11, 2015

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND

Increase:	
Administration Division	\$ 14,000
Marketing & Communication Division	\$ 30,000
Total	<u>\$ 44,000</u>
Decrease:	
Contingency	\$ 44,000
Total	<u>\$ 44,000</u>

The General Fund is transferring from the Contingency category to the Administration and Marketing and Communications categories to pay for expenditures related to the November NCPRD election.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - NUTRITION & TRANSPORTATION FUND

Increase:	
Nutrition Division	\$ 45,000
Total	<u>\$ 45,000</u>
Decrease:	
Contingency	\$ 45,000
Total	<u>\$ 45,000</u>

The Nutrition & Transportation Fund is transferring from the Contingency category to the Nutrition category to pay for expenditures related to the increased cost of food and serving supplies for the operation of the Meals On Wheels and congregate meals programs.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - CAPITAL PROJECTS FUND

Increase:	
Materials & Services	\$ 30,000
Total	<u>\$ 30,000</u>
Decrease:	
Capital Outlay	\$ 30,000
Total	<u>\$ 30,000</u>

The Capital Projects Fund is transferring from the Capital Outlay category to the Materials and Services category to pay for expenditures related to the accounting and collection of SDC fees.

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
THE NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT AND PROVIDING
AUTHORIZATION TO TRANSFER
APPROPRIATIONS WITHIN THE NORTH
CLACKAMAS PARKS & RECREATION
DISTRICT FISCAL YEAR 2014-15 BUDGET



Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of District residents;

WHEREAS; the funds being adjusted are:

- . North Clackamas Parks & Recreation District - General Fund
- . North Clackamas Parks & Recreation District – Nutrition & Transportation Fund
- . North Clackamas Parks & Recreation District – Capital Project Fund

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2014 through June 30, 2015.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 11th day of June, 2015

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A
June 11, 2015

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND

Increase:	
Administration Division	\$ 14,000
Marketing & Communication Division	\$ 30,000
Total	<u>\$ 44,000</u>
Decrease:	
Contingency	\$ 44,000
Total	<u>\$ 44,000</u>

The General Fund is transferring from the Contingency category to the Administration and Marketing and Communications categories to pay for expenditures related to the November NCPRD election.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - NUTRITION & TRANSPORTATION FUND

Increase:	
Nutrition Division	\$ 45,000
Total	<u>\$ 45,000</u>
Decrease:	
Contingency	\$ 45,000
Total	<u>\$ 45,000</u>

The Nutrition & Transportation Fund is transferring from the Contingency category to the Nutrition category to pay for expenditures related to the increased cost of food and serving supplies for the operation of the Meals On Wheels and congregate meals programs.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - CAPITAL PROJECTS FUND

Increase:	
Materials & Services	\$ 30,000
Total	<u>\$ 30,000</u>
Decrease:	
Capital Outlay	\$ 30,000
Total	<u>\$ 30,000</u>

The Capital Projects Fund is transferring from the Capital Outlay category to the Materials and Services category to pay for expenditures related to the accounting and collection of SDC fees.