

AGENDA

***REVISED**

Added Discussion item VI.1.

Thursday, May 16, 2013 - 6:00 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-27

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation of the of the Community Action Impact Awards (Brenda Durbin, Social Services)

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

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

1. Reading and Adoption of a Board Order No. _____ Amending Local Contract Review Board Rules, County Code Appendix "C" (Lane Miller, Purchasing Manager)

V. HOUSING AUTHORITY CONSENT AGENDA

1. Appointment of Paul Reynolds as the Resident Commissioner to the Housing Authority of Clackamas County Board

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

- *1. Approval of Intergovernmental Agreement No. 28273 with the Oregon Department of Transportation for the Preliminary Engineering Phase of the Tolbert St: 82nd Dr to Minuteman Way Project (Mike Bezner, Transportation Engineering Manager)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and Over – *Social Services*
2. Approval of Amendment No. 3 to the Intergovernmental Revenue Agreement #130593 with the State of Oregon Department of Human Services, Children, Adults and Families Division, Office of Safety and Permanency for Children for Mental Health Screening Services – *Health Clinics*
3. Approval to Apply for the Substance Abuse and Mental Health Services Administration (SAMHSA) Early Diversion Grant Opportunity – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of a Contract with Westech Construction Inc. for Construction of the Highway 212/Lawnfield Connection Project – Phase 3
2. Approval of the Contract with S-2 Contractors, Inc. for the Amisigger Road and Holly Lane Bridge Maintenance and paving Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Technology Services

1. Resolution No. _____ Granting a Franchise Agreement to Clackamas County to Install, Own and Operate Broadband Infrastructure within the City Of Canby

VIII. CLACKAMAS COUNTY EXTENSION AND 4-H SERVICE DISTRICT

1. Resolution No. _____ for Clackamas County Extension and 4-H Service District for Transfer of Appropriations for Fiscal Year 2012-2013

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

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

May 16, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation of the Winners of the Community Action Impact Awards

Purpose/Outcomes	The purpose of the Community Action Impact Award is to recognize Clackamas County organizations and individuals who are making a significant contribution to our communities by working to help those who are struggling to meet their basic needs and improve their life circumstances. The Community Action Board, comprised of citizens appointed by the Board of County Commissioners to help further the mission of Community Action, is sponsoring these awards.
Dollar Amount and Fiscal Impact	None
Funding Source	None
Safety Impact	None
Duration	The Community Action Impact award will be awarded yearly in May.
Previous Board Action	None.
Contact Person	Valerie Skinner, Community Action Board Liaison 503-650-5643
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department would like to present the Winners of the Community Action Impact Awards. The Clackamas County Community Action board in recognition of Community Action Month voted to recognize individuals and organizations with the Inaugural Community Action Impact Award.

The Community Action Impact Award honors people and organizations that have had the most impact fighting poverty and helping low income individuals and families overcome barriers and build upon their natural strengths and abilities. The following six categories were considered for nominations: 1) individuals, 2) businesses, 3) nonprofit organizations, 4) Youth, 5) promising start-ups, 6) distinguished service award.

Awards are being given out in three categories. The following are the winners of these three categories:

Promising Start-up - Clackamas Volunteers in Medicine Founders Clinic for their work providing free health care and information and referral related to health issues for low-income adult county residents who do not have health insurance. The clinic is staffed by volunteer medical and allied health professionals dedicated to serving the uninsured with care and respect. During the first 12 months of operation, over 500 clients were seen.

Individual - Carol Kay, Past Chair of the Friends of the Ledding Library - Carol Kay volunteered as the President of the Friends of the Ledding Library (FOLL) from 1999 to 2011. During Carol's tenure, The Friends of the Library developed into an efficient and dynamic organization that brought significant increases in fund raising and community involvement. The FOLL, founded in the 1950's, is a charitable organization that provides both financial and political support to the Ledding Library, the public Library for Milwaukie, Oregon.

Carol has been an excellent advocate in her belief that the Library's role is to provide equal and free access for all members of the community. The Friends' financial contributions to the Ledding Library have made a wide variety of programs and services possible. The First Saturday Music Series, free monthly music programs, are of special benefit to Milwaukie's senior citizens. Programs for the community's younger people are another focus of the FOLL. The Friends fund summer reading programs for children and teens as well as story time presentations in Spanish.

Nonprofit Organizations - The AntFarm has been a community leader in identifying local food source needs and enhancing the local food system. They do this in a way that engages local under-resourced youth as the "keepers" of the garden. In this, the youth attain work skills, life skills, nutrition awareness, a sense of community, and pride of ownership. The produce harvested assists low income elderly and families to meet their basic food needs.

RECOMMENDATION:

We recommend the approval of this request to recognize the winners of the 2013 Community Action Impact Awards

Respectfully submitted,

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

Cindy Becker, Director

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MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

May 16, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Reading and Adoption of a Board Order Amending Local Contract Review Board Rules (County Code Appendix "C")

Purpose/Outcome	Approval of amendment to LCRB Rules-County Code Appendix C
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	N/A
Duration	May 20, 2013 through May 31, 2013
Previous Board Action/Review	N/A
Contact Person	Lane Miller, 503-742-5442
Contract No.	N/A

BACKGROUND:

Attached is a proposed amendment to Appendix C of the County Code, which contains the Local Contract Review Board Rules (LCRB Rules). These are the public contracting rules which the County adopts.

Changes to the LCRB Rules are adopted by Board Order upon a single reading, which may be a reading by title only.

During the time period May 20 through May 31 the Board of County Commissioners will not be holding regular meetings. In the absence of the regular Board meetings, we request that the County Administrator be given authority to sign all contracts and contract amendments that would otherwise be signed by the Board. Delegation of the Board's contract signing authority to the County Administrator will allow for continuation of regular business matters without delay. The time period for this delegation of authority would be only from May 20 to May 31, 2013.

RECOMMENDATION:

Staff recommends that the Board conduct a single reading, by title only, and then approve the Board Order amending the Local Contract Review Board Rules.

Sincerely,

Marc Gonzales
Finance Director

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

In the Matter of Amending
Local Contract Review Board Rules,
Appendix C of the
Clackamas County Code



ORDER NO.

This matter coming regularly before the Board of County Commissioners, and it appearing that;

WHEREAS, on June 7, 2012, the Board of County Commissioners adopted Board Order No. 2012-41 which amended the Local Contract Review Board Rules, incorporated into the County Code as Appendix C; and

WHEREAS, it is now necessary to temporarily amend those rules to provide additional authority to the County Administrator to sign contracts, during a period of time when the Board will not have regularly scheduled meetings;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

Section 1: Section C-050-0100 (2)(c) of Appendix C is hereby amended to read as follows:

C-050-0100 Delegation of Authority to sign Contracts and Amendments.

(2) Authority to Sign Contracts and Contract Amendments.

(c) For the period of **May 20, 2013 through May 31, 2013**, the Board of County Commissioners delegates authority to the County Administrator to sign all Contracts or Contract amendments. The County Administrator will report to the Board of County Commissioners in June, 2013, regarding contracts signed by the County Administrator during this time period.

DATED this 16th day of May, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

May 16, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Appoint Resident Commissioner to the Housing Authority Board

Purpose/Outcomes	Appointment of a new Resident Commissioner to serve on the Housing Authority Board for a four year term.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective June 1 st , 2013 and terminates on May 31 st , 2017
Previous Board Action	The previous resident commissioner was elected on 12/18/2008 for a four year term.
Contact Person	Daniel Potter, Interim Director – Housing Authority- 503-650-3537
Contract No.	N/A

BACKGROUND:

The Housing Authority, a Division of the Health, Housing and Human Services Department requests the approval of the appointment of Paul Reynolds to serve a four year term as Resident Commissioner.

The Housing Authority is required per Federal Regulation 24 CFR 964.415 to have not less than one eligible resident board member on its governing board. To be eligible, a resident must be directly assisted by the Housing Authority through its Public Housing program or its Housing Choice Voucher (Section 8) program. Per the Housing Authority Bylaws, the Board of Commissioners for the Housing Authority consists of the Clackamas County Board of Commissioners plus one Resident Commissioner. The term for the previous Resident Commissioner was expired on January 1st, 2013.

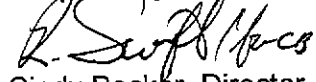
A letter of interest soliciting applications for the Resident Commissioner was sent to all Public Housing and Housing Choice Voucher residents on March 14th, 2013. A total of six applications were received. Staff reviewed the applications and interviewed two of the applicants.

Paul Reynolds was determined to be the best qualified applicant. Mr. Reynolds has been a resident in the Housing Authority's Section 8 program since 2006. He is a graduate of Portland State University with a degree in Business Administration. His previous work experience includes working as an Accountant for a non-profit and working as a Property Manager. He also has experience with Fair Housing and landlord relations. Mr. Reynolds is disabled and has indicated a desire to represent residents of low-income housing and provide a voice in local policy issues for housing in Clackamas County.

RECOMMENDATION:

Staff recommends the Board officially appoint Paul Reynolds as Resident Commissioner for the Housing Authority Board for the term June 1st, 2013 through May 31st, 2017, and authorize Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director



COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 16, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 28273 with the Oregon Department of Transportation for the Preliminary Engineering Phase of the Tolbert St: 82nd Dr to Minuteman Way Project

Purpose/Outcomes	This IGA will provide funding for Preliminary Engineering only for the Tolbert St: SE 82 nd Drive to Minuteman Way bridge and road construction project.
Dollar Amount and Fiscal Impact	The IGA value is \$2,000,000. This IGA is fully funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program.
Funding Source	Oregon Department of Transportation – no County funds are involved.
Safety Impact	This project will extend and improve Tolbert Street from 82nd Drive to Minuteman Way by adding a traffic signal to the existing intersection of Tolbert Street and 82nd Drive, a new bridge over the Union Pacific Railroad mainline tracks, a new intersection at Minuteman Way and the Camp Withycombe main gate, street lighting, bikelanes, and sidewalks. This new bridge will draw vehicle traffic and pedestrian traffic from other more congested areas, thereby improving safety for all travelers in the vicinity.
Duration	May 2013-May 2016
Previous Board Action	None
Contact Person	Terry Mungenast, Project Manager – DTD Engineering 503-742-4656

BACKGROUND:

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

This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Sincerely,

Cam Gilmour
Director

**Oregon Jobs and Transportation Act of 2009
Local Agency Agreement for Fund Distribution
Tolbert Street: SE 82nd Drive to Minuteman Drive
PRELIMINARY ENGINEERING PHASE**

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

RECITALS

1. Oregon Jobs and Transportation Act of 2009 (JTA) Program, hereinafter referred to as the "JTA of 2009 Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission (OTC).
2. Projects named in Section 64 of 2009 Legislative Assembly, Oregon House Bill 2001, as well as projects approved by the OTC pursuant to Section 64(3), were amended into the Statewide Transportation Improvement Program (STIP), including the project identified below.
3. Governor Kulongoski signed HB 2001 on July 29, 2009, Chapter 865, Oregon Laws 2009. This legislation also known as the Oregon Jobs and Transportation Act, is the transportation funding plan for accountability, innovation and environmental stewardship; highway, road and street funding; and, multimodal funding. On October 21, 2009 the OTC approved projects relating to this legislation.
4. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
5. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
6. Tolbert Street, SE 82nd Drive and Minuteman Drive are part of the Agency's street system under the jurisdiction and control of Agency.

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

TERMS OF AGREEMENT

1. Agency shall provide engineering and design services for the "Tolbert Street: SE 82nd Drive to Minuteman Drive" Project; such services, also described in Exhibit A, are referred to herein as the "Project". This Project will provide Camp Withycombe with an additional access option by connecting SE 82nd Drive directly to Minuteman Drive at the main gate entrance to Camp Withycombe. The Project will include improvements to the existing intersection of Tolbert Street and SE 82nd Drive, a new bridge over the Union Pacific Railroad (UPRR) mainline tracks, and a new intersection at Minuteman Drive. The Project also includes certain Right of Way services up to the preparation of legal descriptions. A Project description, budget, and vicinity map showing the location and approximate limits of the Project are shown on Exhibit "A", attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at \$2,000,000 which is subject to change. The JTA of 2009 Program funds are limited to the PE phase for the total amount of \$2,000,000. State's PE review/oversight costs shall be withheld from State's contribution. Said State costs are estimated to be \$20,000. State shall reimburse Agency 100% percent of eligible, actual costs incurred by Agency up to the maximum amount of \$2,000,000 of the JTA funds committed for the Project minus actual review/oversight costs incurred by State. Agency shall be responsible for all costs in excess of the JTA of 2009 Program funded amount for this Project. An amendment to this Agreement is required, if any additional state or federal funds, or remaining Project JTA funds are allocated for use on the additional phases of the Tolbert Street project.
3. This Agreement shall become effective on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. Only work begun after the effective date of this Agreement is eligible for reimbursement with funds available under the JTA of 2009 Program.
4. The funds available under the JTA of 2009 Program are State Highway Funds. To be eligible for reimbursement under the JTA of 2009 Program, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution.
5. The JTA of 2009 Program Funds are expected to become available on or before January 1, 2011 by way of increases in gas taxes and other fees under House Bill 2001, 2009 Legislative Assembly (Oregon Laws 2009, Chapter 865), and through the issuance and sale by the State Treasurer, of the bonds authorized by Section 61 of House Bill 2001, in an amount sufficient to fund this Project. The Agreement is effective and work may begin upon execution of this Agreement, but State's obligation to make project payments is contingent upon State determining that sufficient funds are available for the Project. State will notify Agency when such funds are available; and State shall begin payments for invoiced work pursuant to this Agreement from such date.

6. Agency and State have a joint obligation to ensure timely expenditure of the JTA of 2009 Program funds and to comply with the provisions of the bonds that finance the JTA of 2009 Program.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Exhibit A.
2. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Liaison for review and approval. Such invoices shall be submitted in the form as shown on Exhibit "B", JTA of 2009 Program fund Progress Billing, attached hereto and by this reference made a part hereof. Invoices will identify the Project and Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Upon completion of the Project, Agency shall submit a final invoice and letter indicating that the Project is complete.
3. Agency shall be responsible for any and all costs of Project which are not covered by the JTA of 2009 Program funds, including costs of the Project when the maximum amount of the JTA of 2009 Program funds obligated under this Agreement have been expended.
4. The Project shall be developed in conformance with Agency's standards. If Agency has not adopted standards of its own, the Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO). Agency shall provide State with sufficient information to complete a project prospectus.
5. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency 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.
6. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

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7. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
8. Agency will maintain the improvements made as a result of the Project at the same level as other similar facilities owned by Agency.
9. Agency agrees that the Project will be on the public right of way and will serve general transportation needs.
10. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
11. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency.
12. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
13. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or

any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

14. Agency shall place signs that identify Project as "Oregon Jobs and Transportation Act" (State approved design). Agency may affix additional signage that identifies local funds used for the Project.
15. Agency shall provide progress information, appropriate links from Agency's web sites related to their JTA of 2009 Projects, and photographs in a suitable format directly to the State's Project Liaison for posting on the State's JTA of 2009 Program web site.
16. Agency agrees to provide State with name of the contractor and subcontractors doing work on the Project along with total dollars contracted to those listed.
17. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$2,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

- e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
18. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
19. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. Agency's Project Manager for this Project is Terry Mungenast, Technical Services Coordinator, Clackamas County, Development Services Building., 150 Beavercreek Road, Oregon City, OR 97045, (503)742-4656, TerryMun@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

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

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2. State shall, at Project expense, perform Project PE review and oversight in the estimated amount of \$20,000. State shall keep accurate cost accounting records of costs incurred and shall provide Agency with monthly statements of said costs.
3. State's Project Manager for this Project is Nathan Potter, Consultant Project Manager (CPM), Metro West/Region 1, 3700 SE 92nd Avenue, Portland, OR 97266-1951, (971) 230-4241, nathan.k.potter@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. Because of legislative or other legal action, including but not limited to initiative petitions, there is failure to approve, reduction, elimination, or other interference with appropriations of state expenditure limitation to the extent that legal authority is insufficient to enable State, in its reasonable discretion, to continue making payments under this Agreement.
 - d. State, the Department of Justice, or a court of competent jurisdiction determines that state law, rules, regulation or guidelines are modified, changed, repealed or interpreted in such a way that the activities described in this Agreement are no longer allowable or no longer eligible for funding proposed by this Agreement.
 - e. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - f. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2, "a" or "b" above, Agency must reimburse State for all JTA of 2009 Program funds expended. If Agency fails to reimburse State, State may withhold Agency's

proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Agency/State
Agreement No. 28273

8. 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.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 28273

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #16844) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date 5.14.13

Agency Contact:

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

State Contact:

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

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

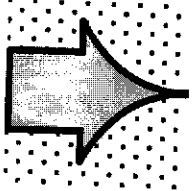
By _____
Region 1 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____



Agency/State
Agreement No. 28273

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #16844) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date _____

Agency Contact:
Terry Mungenast, Technical Services
Coordinator
Clackamas County
Development Services Building.
150 Beavercreek Road
Oregon City, OR 97045
(503)742-4656
TerryMun@co.clackamas.or.us

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

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

By _____
Highway Division Administrator

Date 5/9/13

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date 5/9/13

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

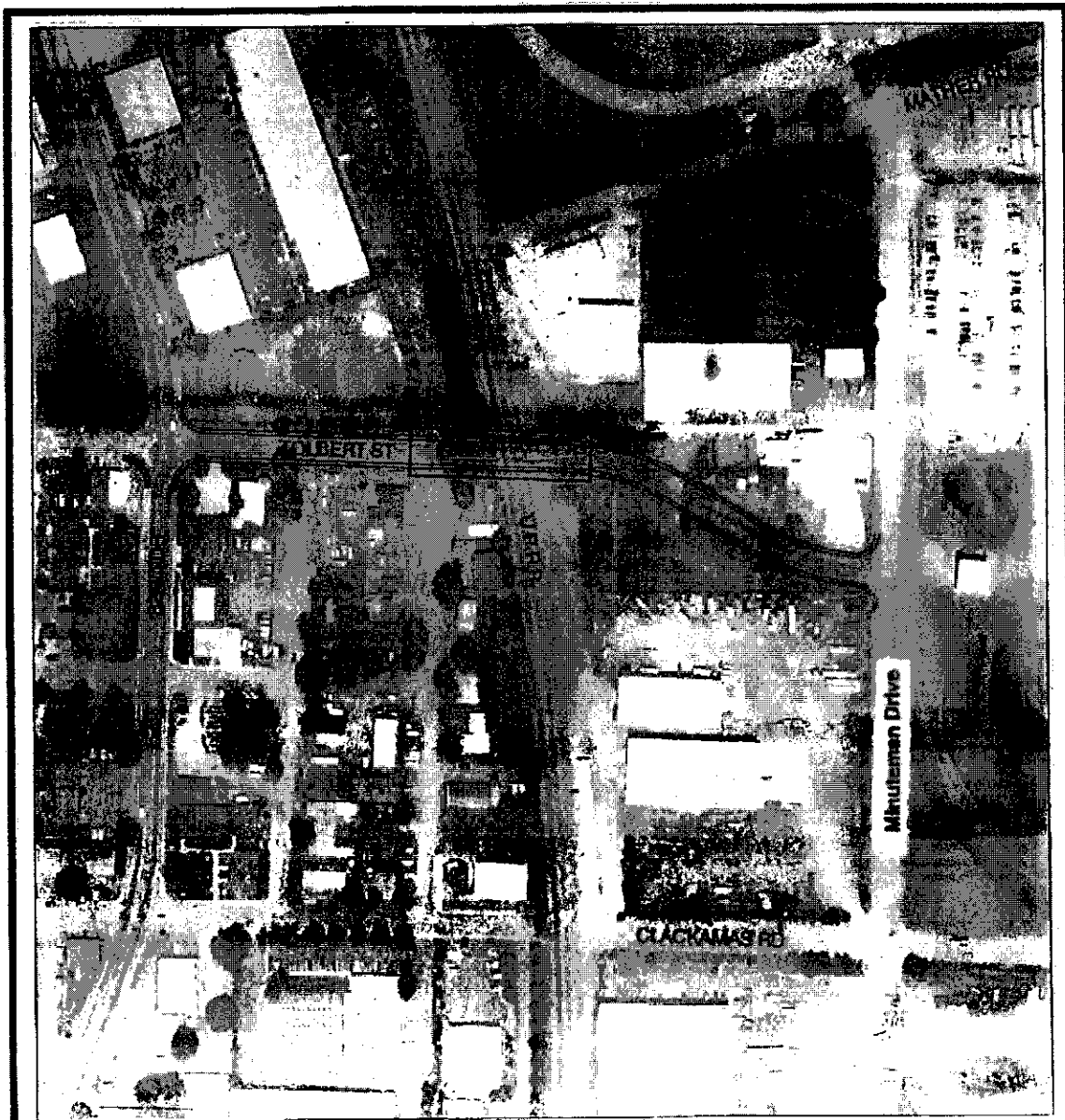
Agency/State
Agreement No. 28273

**Exhibit A –PROJECT DESCRIPTION
CLACKAMAS COUNTY
Tolbert Street: SE 82nd Drive to Minuteman Drive**

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

Project Cost Estimate		Project Financing	
Preliminary engineering & design	\$ 2,000,000	JTA of 2009 Program	\$ 2,000,000
Total Project Cost	\$ 2,000,000	Total Funds	\$ 2,000,000

Exhibit A – Map



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

OR 212: TOLBERT
STREET CROSSING
AT 82ND DRIVE

PRELIMINARY CONCEPT
EXHIBIT "A"

RD. FILE NO.	DRAWN BY	DESIGN BY	DATE:
22196	STAFF		01-09-12

Agency/State
 Agreement No. 28273

**Exhibit B – Progress Billing Form
 Oregon Jobs and Transportation Act of 2009
 Progress Billing Form**

Agency: CLACKAMAS COUNTY
 Project: Tolbert Street: SE 82nd Drive to Minuteman Drive
 Agreement No: 28273
 Billing Period: _____ to _____

	Costs Incurred This Period	Costs Billed Previously	Total Cost To Date	Participation Rate	Total Amount Claimed	Prior Total Claimed	Amount Claimed This Period	Percent Complete This Phase
Planning								
Engineering Design								
Right of Way								
Construction								
Total								

Submission of this request certifies that, in accordance with the laws of the State of Oregon and under the conditions of approval for the Project identified above, actual costs claimed have been incurred and are eligible pursuant to the Intergovernmental Agreement between Agency and State. Also, no other claims have been presented to, or payment made by, the State of Oregon for those costs claimed for reimbursement.

 Agency Project Liaison

 Date

 (for State use)

I have reviewed the above Project and related costs and, in my opinion, subject to audit, the costs reflect the progress to date and are eligible for reimbursement in the amount of \$ _____.

 State Project Liaison

 Date

May 16, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with North Clackamas Parks and Recreation District/Milwaukie Center to Provide Social Services for Clackamas County Residents age 60 and over

Purpose/Outcomes	Agreement with the NCPR- Milwaukie Center to provide mandated Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District.
Dollar Amount and Fiscal Impact	The maximum agreement is \$405,789. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	SSD-1-13/14

BACKGROUND:

This agreement is for the NCPR-Milwaukie Center to provide mandated Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community as long as possible.

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

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

INTERGOVERNMENTAL AGREEMENT

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER

Fiscal Year 2013-2014

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INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services/Social Services Division, herein referred to as COUNTY, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as AGENCY, with the common goal of providing social services to clients of the Aging and Disability Services program.

II. SCOPE OF WORK AND COOPERATION

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

1. **CASE MANAGEMENT** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring. A unit of service is one hour of documented activity with the identified individual
2. **REASSURANCE**: Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE** - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov). A unit of service is one documented contact with an individual.
4. **PUBLIC OUTREACH/EDUCATION** - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.
5. **NEWSLETTER** – Preparation and regular distribution of publications that inform seniors and the community of available services and activities. (Definition developed by AAA/SUA workgroup and SPR Q&A #61, 2008). Each issue of the newsletter is an activity. The estimated audience size would be the number of persons directly receiving the newsletter plus the estimated number of the bulk copies which are distributed. This also applies to articles distributed to news media, caregiver brochures distribution, etc. This activity is an acceptable replacement for PUBLIC OUTREACH/EDUCATION as defined above.

6. **TRANSPORTATION** - Transportation provides one-way rides to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.
7. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. A unit of service is one hour of service.
8. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the NCPM-Milwaukie Center. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered or a "late cancel".
9. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Calckamas Park and Recreation District to enhance visibility and encourage participation. A unit is one meal served.
10. **PHYSICAL ACTIVITY AND FALLS PREVENTION** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F). A unit is one class session.

11. PREVENTIVE SCREENING, COUNSELING, AND REFERRALS - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders. (OAA 102(a)(14) (A-B), (H) & (J)). A unit is one session per participant.

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

B. Agency agrees to accomplish the following work under this contract for Ride Connection funded services:

1. Provide rides using Agency vehicles, volunteers and private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.

C. Purpose, Service Descriptions and Service Objectives are Exhibit 1, attached hereto.

D. County agrees to:

1. Provide technical assistance in service provision, budget and reporting.

2. Provide structured opportunities to Agency staff to network with similar program providers.

3. Provide training opportunities to Agency staff.

III. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$53,377 in Older Americans Act III-B funds, \$115,995 in Older Americans Act III-C funds, \$2,418 in Older Americans Act III-D funds, \$9,228 in Older Americans Act III-E funds, \$95,400 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$36,075 in NSIP funds, \$27,926 in Ride Connection funds, \$8,939 in Tri-Met funds for waived non-medical match; \$37,918 of Special Transportation Formula funds \$14,861 of Medicaid funds for Medicaid client non-medical transportation services, and \$975 of LIEAP funds for a total net compensation of \$403,112.

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

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B, III-C and III-D, and 34.34% for Title III-E.
3. Agency will invoice and receive reimbursement from the State of Oregon Seniors and Persons with Disabilities office for eligible Medicaid client Home Delivered Meals.
4. All requests for payment are subject to the approval of County and will be submitted to County ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency.

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

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

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

IV. LIAISON RESPONSIBILITIES

ADS Contract Specialist will act as liaison from County for this service agreement.
Milwaukie Center Supervisor will act as liaison from Agency.

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Indemnity.

1. Non-Medical rides for Medicaid clients funds – Agency shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from,

arising out of, or relating to the activities of Agency or its officers, employees, subcontractors, or agents.

2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, Agency shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from Agency's performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of Agency, its employees, representatives, or subcontractors.
 3. Special Transportation Funds – To the fullest extent permitted by law, Agency agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of Agency, its subcontractors, employees or agents under this Agreement.
- B. Insurance. During the term of this contract Agency shall maintain in force at its own expense, each insurance noted below:
1. Commercial General Liability
 - a) Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - b) Required for Ride Connection/Tri-Met Transportation Funding – Agency certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. Agency shall maintain this insurance for the term of this contract.
 - c) Required for Special Transportation Funding – Agency certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$\$1,066,700 per occurrence pursuant to the terms of ORS 30.270. Agency shall maintain this insurance for the term of this contract.
 2. Commercial Automobile Liability
 - a) Required by State of Oregon for non-medical rides for Medicaid clients – Commercial Automobile Liability insurance with a combined single limit, of not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

- b) Required for Ride Connection/Tri-Met Transportation Funding – Agency certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. Agency shall maintain this insurance for the term of this contract.
- c) Required for Special Transportation Funding – Agency certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. Agency shall maintain this insurance for the term of this contract.

3. Additional Insurance Provisions

- a) Required by State of Oregon for non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- b. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (1) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (2) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (3) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- c. Required for Special Transportation Funding – the insurance shall:
 - (1) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
 - (2) give Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage.

C. Workers' Compensation

- 1. Agency and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 2. Agency warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Agency must indemnify Ride Connection for any liability incurred by Ride Connection as a result of Agency's breach of the warranty under this Paragraph.

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

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

VI. AMENDMENTS.

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

VII. TERM OF AGREEMENT AND SIGNATURES

This agreement becomes effective July 1, 2013 and is scheduled to terminate June 30, 2014.

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

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

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

5. If Agency fails to comply with any requirements in this contract.

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

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

The following attachments which by this reference are incorporated herein:

- Exhibit 1 Purpose, Service Descriptions, and Service Objectives
- Exhibit 2 Information Security
- Exhibit 3 HIPAA Agreement
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 AGENCY Information

SIGNATURES

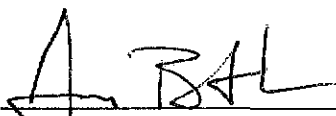
<p>GOVERNMENTAL UNIT</p> <p><u>North Clackamas Parks and Recreation District</u></p> <p> _____ Gary Barth, Division Director</p> <p><u>4/30/13</u> _____ Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner John Ludlow, Chair Commissioner Jim Bernard Commissioner Paul Savas Commissioner Martha Schrader Commissioner Tootie Smith</p> <p>Signing on Behalf of the Board</p> <p>_____ Cindy Becker, Director Health, Housing, & Human Services</p> <p>_____ Date</p>
--	--

EXHIBIT 1

Scope of Work and Performance Standards and Guidelines for Service

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

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

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

B. DESCRIPTION OF SERVICES

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

- 4) Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - 5) Follow up with the client or agency to see if the needs were met.
 - 6) Tallying the category of need for each inquiry.
 - 7) Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
4. PUBLIC OUTREACH/EDUCATION: Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
 5. NEWSLETTER: Is a service or activity for the Preparation and regular distribution of publications that inform seniors and the community of available services and activities. (Definition developed by AAA/SUA workgroup and SPR Q&A #61, 2008). Each issue of the newsletter is an activity. The estimated audience size would be the number of persons directly receiving the newsletter plus the estimated number of the bulk copies which are distributed. This activity is an acceptable replacement for PUBLIC OUTREACH/EDUCATION as defined above.
 6. TRANSPORTATION: Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
 - a) Milwaukie Center Transportation Consortium Goals:
 - 1) Continue coordination with County's Transportation Reaching People program.
 - 2) Continue adding funds to the vehicle replacement reserve fund.
 - 3) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - 4) Continue regular publicity/marketing efforts regarding transportation program
 - 5) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - 6) Attend all scheduled Transportation Consortium meetings
 - b) Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - 1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. Agency must keep the client ride authorizations on file

– faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. County will coordinate completion and distribution of forms for Agency and case managers through the Transportation Reaching People (TRP) program.

2) Services shall be billed by Agency according to the following rate scale:

One person, one-way ride: \$14.00 per ride

3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to County, and be available for State and Federal representatives for audit purposes.

c) Continued Special Transportation Formula Funded Service through Ride Connection – These funds will be used for additional service to meet demands in North Clackamas. (Area includes the Sunnyside Road corridor to Hwy 212 east of I-205 to approximately 152nd. Expanded into Happy Valley which was annexed into NCPRD effective July 1, 2006.) Service will be provided to seniors and to persons with disabilities aged 18 and over.

d) Agency will be responsible for:

1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

7. CAREGIVER RESPITE – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual. One unit is one hour

The Agency's "A Place at the Agency" program will:

a) be a social, not medical, model designed for persons experiencing mild to moderate levels of dementia as a result of Alzheimer's Disease, stroke or other related disorders;

b) meet in a setting that is safe, home-like and welcoming;

- c) give participants both group and one-on-one attention from staff;
 - d) accommodate 10 to 12 participants per session;
 - e) give participants' caregivers the opportunity to have four hours a week "time out" from caregiving tasks; and
 - f) be a model program for additional out-of-home respite programs in the County.
8. **FOOD SERVICE** - Is the production of meals for the congregate and home delivered meal recipients in the Milwaukie Center service area. Each meal must contain at least one-third of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
 9. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Milwaukie community to enhance visibility and encourage participation. One unit is one meal served.
 10. **PHYSICAL ACTIVITY AND FALLS PREVENTION** – The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations.
 11. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS** - The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.
 12. **Low Income Energy Assistance Program (LIEAP) Intakes** – A service provided by AGENCY staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.

C. SERVICE OBJECTIVES

1. Case Management

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

Elements:

- 1) Agency Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- 2) Agency CSC completes assessment on a County approved assessment/intake form.

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

2. Reassurance

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

Elements:

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

3. Information and Assistance - COUNTY Responsibilities

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

Elements:

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

4. Information and Assistance - Agency Responsibilities

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

Elements:

- 1) Agency will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the Agency as an I & A Specialist.
- 2) Agency will notify COUNTY I & A Coordinator and Contract Specialist within 30

days of any change in Agency's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.

- 3) Agency's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend 4 CSC meetings.
- 4) Agency's I & A Specialist will update center information for the County 's Community Resources Guide, initiate notification to County 's I&R program regarding any changes to Agency programs, and notify County 's I&R program of any significant changes in local community resources.
- 5) Agency I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective b.: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- 1) Agency Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- 2) Agency makes referral and follow up with client within a 2 day work period.
- 3) Agency annotates follow up taken and number of referrals needed on Referral Log.
- 4) Agency Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Public Outreach/Education

Objective a.: To provide information to groups of current or potential clients and community partners about available services for Milwaukie Agency service area residents age 60 and older.

Elements:

- 1) Agency schedules and makes presentations to local groups throughout the contract year.
- 2) Agency keeps a record of information given to groups such as:
 - a) outline of presentation
 - b) copies of flyers, brochures, etc. distributed
 - c) names and number of people in group presented to

6. Newsletters

Objective a.: To provide information to groups of current or potential clients and community partners about available services for Milwaukie Agency service area residents age 60 and older

Elements:

- 1) Agency schedules and makes presentations to local groups throughout the contract year.
- 2) Agency keeps a record of newsletters distributed as:
 - a) File copy of Newsletter issued

b) number of Newsletters issued montly

7. Transportation

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

Elements:

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

8. Caregiver Respite

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

Elements:

- 1) Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- 2) Agency RPC registers clients in program.
- 3) Agency staff to provide weekly activity program for respite clients.

9. Food Service

Objective a.: To produce and deliver congregate and home delivered meals to Milwaukie Center recipients throughout the contract period.

Elements:

- 1) Agency submits each month's menu to County by the first day of the preceding month. Menus must meet the following standards:
 - a) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDA and that they incorporate the whole grains, fruits, vegetables and low-fat dairy products, meeting the 2005 Dietary Guidelines for Americans.
 - b) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly

encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.

- c) The cycle for the cycle menu system must be at least nine weeks long.
- d) Menus should reflect the tastes and appetites of the current elderly population.
- e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective b.: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- 1) Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should be consistent from day to day and represent approximately 50% of the total calories.
- 2) Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium.
- 3) Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat.

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

Elements:

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

Objective d.: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

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

Elements:

- 1) A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- 2) A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- 3) Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- 4) Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- 5) The Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

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

Elements:

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

10. Meal Site Management

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

Elements:

- 1) Procurement of milk for all meal participants.
- 2) Packaging and delivery of cold packs and hot food for home delivered meals.

Objective b.: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers for congregate and home delivered meal programs.

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

Elements:

- 1) Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- 2) Persons with social need are those persons who have at least two of the following characteristics:

- a) be 75 years or older
- b) live alone
- c) have a physical or mental impairment which prevents proper function in within society
- d) be of a minority group
- e) have no significant other(s)

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

Elements:

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

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

Elements:

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

Objective f.: To plan for provision of services in cooperation with Agency Advisory Committee and Area Agency on Aging (AAA) Focal Point/Nutrition Committee.

Elements:

- 1) Agency identifies needs and concerns specific to their service area participants.
- 2) Agency incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- 3) Agency conducts program participant satisfaction survey at least once per year.
- 4) Agency Food Service Manager meets quarterly with County contract specialist and/or nutrition consultant to go over status of files, plans, goals, accountings, etc.

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

Elements:

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

11. Physical Activity/Falls Prevention

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

Elements:

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

12. Preventive Screening, Counseling, and Referrals

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

Elements:

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

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

13. Low Income Energy Assistance Program (LIEAP) Intakes

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

Elements:

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

EXHIBIT 2

INFORMATION SECURITY

- A. Client Confidentiality
- B. Criminal History Checks
- C. State of Oregon Department of Human Services (DHS)
OR ACCESS Security Requirements

EXHIBIT 2 Information Security

A. Client Confidentiality

All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

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

B. Criminal Records Checks

As of December 31, 2007, Agency will ensure that criminal records checks are conducted on and on file for individuals that meet the regulatory definition of a subject individual (someone who oversees, lives or works closely with, or provides services to vulnerable people) and are:

1. Employees of the Agency;
2. Subcontractors of the Agency (i.e. class instructors);
3. Volunteers for the Agency who are not under "active supervision" (i.e. nutrition program drivers); or
4. Direct care providers of clients for which Agency provides service authorization (i.e. Respite Care providers).

Authorization: OAR 407-007-0210 through 407-007-0370 and ORS 181.534 through 181.537.

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

C. State of Oregon Department of Human Services (DHS) OR ACCESS Security Requirements

The Work performed under this contract requires Agency to have access to or use of State of Oregon Department of Human Services (DHS) OR ACCESS for which DHS imposes security requirements. Agency shall comply with information security requirements imposed by DHS. For purposes of this section, "Information Asset" refers to all confidential information in any form (e.g., written, verbal, oral or electronic) for which DHS determines requires security measures, including confidential information created by DHS, gathered for DHS or stored by DHS for external parties. All other terms not defined in this section shall have the meaning used in the HIPAA Security Rules, 45 CFR & 164.304.

1. Agency shall comply with the following requirements. For purposes of this section, all requirements imposed on Agency shall also apply to its officers, employees, agents and subcontractors that have access to any DHS information computer system or other DHS Information Asset. Agency shall:
 - a. Implement security measures that reasonable and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of the DHS. Contractor's security measures must be documented in writing and be available for review by DHS upon request.
 - b. Prevent any unauthorized access to or disclosure of DHS information systems or information assets.
 - c. Keep any DHS-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by AGENCY and its agents or subcontractors in accordance with security requirements or access controls assigned by DHS; and make available to DHS upon request all information about Agency use or application of access-controlled DHS computer systems or Information Assets.
 - d. Report to the DHS, Information Security Office, and to the DHS contract administrator, any privacy or security incidents by Agency, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to the DHS Information Assets. Agency shall report in the following manner:
 - (i) Report to the DHS, Information Security Office, and to the DHS contract administrator, in writing within five (5) business days of the date on which Agency becomes aware of such incident; and
 - (ii) Provide the DHS, Information Security Office, and the DHS contract administrator, the results of the incident assessment findings and resolutions strategies.

Agency will comply with DHS requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.
2. If DHS determines that Agency security measures or actions required under subsection 1 of this section are inadequate to address the security requirements of DHS, DHS will notify the Agency. DHS and Agency may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to DHS cannot be agreed upon, DHS reserves the right to take such actions as it determines appropriate under the circumstance. Actions may include but are not limited to restricting use of OR ACCESS.
3. DHS reserves the right to request additional information from Agency related to security measures, and to change, suspend or terminate access to or use of a DHS computer system or Information Assets by Agency, its officers, employees, agents or subcontractors.
4. Wrongful use of DHS computer systems, wrongful use or disclosure of Information Assets by Agency, officers, its employees, agents or its subcontractors may cause the immediate suspension of permission to use Information Assets. DHS may also pursue any other legal remedies provided under the law.

EXHIBIT 3

Health Insurance Portability and Accountability Act (HIPAA) Agreement

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

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

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

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT PROVISIONS

The addition of HIPAA agreement language to the contract between The North Clackamas Parks and Rec District/Milwaukie Agency and Clackamas County Social Services Division is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), Pub. Law No. 104-191.

RECITALS

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

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

ARTICLE 1

Terms

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

ARTICLE 2

Obligation and Activities of Contractor

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

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

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

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

ARTICLE 3 **Obligations of County**

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

ARTICLE 4 **Term and Termination**

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

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

ARTICLE 5
Miscellaneous

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

Exhibit 4
Reporting Requirements

A. INVOICES

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

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

Agency shall submit the following invoices and reports:

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

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

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

B. PROGRAM ACTIVITY REPORTS

1. The Agency shall submit nutrition reports monthly. These reports shall have:
 - a. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - b. the amount of participant donations by Congregate and HDM .
2. Agency may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. Agency may not bill for meal site management for these meals.
3. Agency shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.
4. Agency shall submit monthly Transportation Report Forms A, B, and C
5. Agency shall submit monthly a list of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client.

6. Agency will submit monthly unduplicated client figures for current reporting period, and year to date.
7. Agency will submit monthly service/unit summary with current reporting period figures.
8. Agency shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal too or greater than units of service billed for.

C. AUDIT/MONITORING

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

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

D. ADMINISTRATION

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

EXHIBIT 5

Budget

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

Exhibit 5
Budget and Units of Service

A. BUDGET

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

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

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

\$.85 of program income collected per meal will contribute to reimbursement rate for each meal provided by the Milwaukie Center. The total of the number of meals provided times \$.85 will be deducted from the amount requested from the County on the reimbursement request.

Program income above the \$.85 per meal will be retained at the Milwaukie Center and be used for meal site management activities

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

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

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

Match funds for Ride Connection vehicle maintenance program will be figured at 10.27%.

Agency will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

1. Unit Cost Schedule
Milwaukie Center
 Fiscal Year 2013-14

Service Category	LIEAP Funds (1)	OPI Funds (2)	OAA IIIB Funds (3)	OAA IIIC Funds (4)	OAA IIID Funds (5)	OAA IIIE Funds (6)	OAA Match (7)	NSIP Funds (8)	Ride Con Funds (9)	STF Funds (10)	MEDICAID Funds (11)	Program Income (14)	NO. OF UNITS (15)	TOTAL COST (16)	REIMBURSEMENT RATE (17)
Case Management (Hrs)			27,098				3,013						761.7 hrs	30,111	\$37.24
Reassurance (Contacts)			5,651				628						185	6,279	\$30.56
Information & Assist.			11,829				1,315						648	13,144	\$18.25
Public Outreach / Newsletters			1,000				111						20 / 12	1,111	\$50 / \$83.34
Transportation - OAA			7,799				867					1,500	1,560	10,166	\$5.00
Physical Activity/ Falls Prevention					1,295		0						65	1,295	\$20.00
Preventative Screening, Counseling, & Referrals					1,123		0						28	1,123	\$40.00
Transportation - T19										8,939	14,861		1,700	23,800	\$14.00
Transportation Ride Con									27,926			3,779	3,723	31,705	\$7.50
STF Transport. Van/bus										37,918			1,943	37,918	\$19.52
Caregiver Respite Program						9,228	2,307						160	11,535	\$57.50
LIEAP Intakes	975												150	975	\$6.50
OAA/NSIP Food Service				59,385			6,604	36,075				47,175	55,500	149,239	\$2.57
OAA Meal Site Mngt.				56,610			6,295						55,500	62,905	\$1.02
Medicaid Meals											95,400		10,000	95,400	\$9.54
TOTALS	\$975	\$0	\$53,377	\$115,995	\$2,418	\$9,228	\$21,141	\$36,075	\$27,926	\$46,857	\$110,261	\$52,454		\$476,707	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 16)

Reimbursement Rate based on Actual Cost data submitted by Milwaukie Center

Source of OAA Match - Milwaukie Center additional support staff and volunteers.

Program Income - Client donations from meal and transportation programs.

Contract Amount: \$403,112

2. ESTIMATED REVENUE

<u>SOURCE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Clackamas Co. SSD	OAA Title III B	\$53,377
Clackamas Co. SSD	OAA Title IIIC	15,995
Clackamas Co. SSD	OAA Title III D	2,418
Clackamas Co. SS	OAA Title III E	9,228
Clackamas Co. SSD	NSIP Funds	36,075
Clackamas Co. SSD	LIEAP Funds	975
NCPR Gen Funds	OAA Match	21,141
Program Income	Meal Participants Donations	47,175
Program Income	Transportation Donations	5,279
Federal Government	Medicaid Client HDMs	95,400
Federal Government	Non-Medical Medicaid Transp. Funds	14,861
Ride Connection	Trans. Consort. Contract	27,926
Ride Connection	Special Transport Formula Funds	37,918
Tri-Met	Match for Non-Medical T 19 client rides	8,939
	TOTAL	\$476,707

B. UNITS OF SERVICE

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

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	761.7 hrs	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	649	1 response to inquiry and follow up	475
Public Outreach/Education or Newsletter Publication	20 or 12	1 presentation or 1 publication	NA
Transportation (OAA)	1,560	1 one-way ride	200
Physical Activity/Falls Prevention	65	1 class session	40
Preventative Screening, Counseling & Referrals	28	1 program/activity	NA
Transportation (Medicaid non-medical)	1,700	1 one-way ride	10
Transportation (Ride Connection)	3,723	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
Food Service (OAA)	55,500	1 meal delivered/served	175
Meal Site Management (OAA)	55,500	1 meal delivered/served	175
Medicaid Home Delivered Meals	10,000	1 meal delivered/served	30
Respite Program	160 hrs	1 hour of services	20
LIEAP Applications	150	1 Completed Application	150

EXHIBIT 6

AGENCY Information

Exhibit 6
AGENCY PROFILE

1. IDENTIFICATION: 2. IRS/STATE NONPROFIT NUMBER:

North Clackamas Parks and Recreation District

Milwaukie Center

Legal Name

N/A

5440 SE Kellogg Creek Dr

3. CHIEF ADMINISTRATIVE OFFICIAL:

Same

Mailing Address

Milwaukie, OR 97222

City Zip

653-8100 794-8016

Phone Number Fax #

Name: Gary Barth

Title: Director, North Clackamas
Parks and Recreation District

Address: 9101 SE Sunnybrook Blvd.
Clackamas, OR 97015

Phone: 794-8002

4. TYPE OF PROGRAM: Services for older adults and people with disabilities, with recreation/social/educational opportunities

5. ADVISORY BOARD (LIST MEMBERS):

Milwaukie Center / Community Advisory Board:

Bill Bersie – Chairperson, Kim Buchholz, Ben Horner, Ben Tabler, Gary Rutledge, John Gill, Denise Anderson, Lisa Ferguson

Frequency of Meetings: Monthly

North Clackamas Parks & Recreation District Advisory Board:

Bill Bersie – Chairperson, Michael Morrow, Mike Miller, Lynn Fisher, Susan McCarty, Kristin Mitchell, David Noble, Marylee Walden, Robin Condie

Frequency of Meetings: Monthly

7. AGENCY INFORMATION:

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

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

Current Articles of Incorporation:

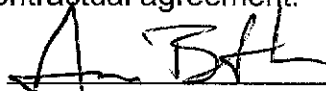
Date: _____

Last Total Agency Audit:

Date: 3/31/13

Types and Amounts of Insurance Held: Self-insured as part of County Insurance policies

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



Signature – Gary Barth

Division Director
Title

4/30/13
Date

ATTACHMENT A

Response Section - Limit your response to the space provided.

Response Section - Limit your response to the space provided.

I.

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

MILWAUKIE CENTER PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the County's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director
150 Beaver Creek Rd.
Oregon City, OR 97045

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The District Director will discuss the complaint with you to try to solve the problem. Within 30 working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

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

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. To 5:00 p.m. (for social services)
 Total hours per day: 8.5 hrs
 Total hours per week: 42.5 hrs

2. Official Closures:

New Year's Day, January 1st
Martin Luther King Day, third Monday in January
President's Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, Fourth of July
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving, fourth Thursday in November
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

West to the Willamette River
East to Urban Growth Boundary, including Happy Valley
North to Multnomah County Line
South to Clackamas River, excluding Johnson City and Gladstone

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

<u>Center Operations</u>		<u>Nutrition Program</u>		<u>Transportation Program</u>	
Center Supervisor	1 FTE	Program Coord.	1.00 FTE	Program Coord.	.15 FTE
Human Svc Coord.	1 FTE	Cooks	1.25 FTE	Bus Drivers	1.50 FTE
Client Svc Coord.	.45 FTE	CI Svc Coord.	.40 FTE		
Facility Use Coord.	1 FTE	MOW Prog. Aide	.48 FTE		
Receptionist	1 FTE				
Building Coords.	.40 FTE				
Facility Mainten.	1 FTE				
Client Svcs Asst.	1 FTE				

SEE NEXT PAGE – No. Clackamas Parks & Rec. Organizational Chart

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

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

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

II. Guidelines for Inclusion in Clackamas County Senior Center Activities

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

Those who use the Center must be:

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

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

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

Transportation

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

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

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

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

Nutrition

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

Emergency Care

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

May 16, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #03 to the Intergovernmental Revenue Agreement #130593 with the State of Oregon, Department of Human Services, Children, Adults and Families Division, Office of Safety and Permanency for Children for Mental Health Screening Services

Purpose/Outcomes	The agreement allows Clackamas County Health Centers, Behavioral Health Clinic to facilitate Children and Adolescent Needs and Strengths (CANS) screenings for children who are in custody of the state. The screenings determine what level of supervision is needed and aids in determining treatment path. Amendment #03 extends the term by one year from 06/30/2013 to 06/30/2014.
Dollar Amount and Fiscal Impact	Amendment #03 increases the contract value \$25,000 for a contract total of \$75,000
Funding Source	State of Oregon, AMH- No County General Funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on June 30, 2014
Previous Board Action	The original contract was approved by the Board of County Commissioners on February 04, 2010 agenda item 020410-A2
Contact Person	Cindy Becker, Acting Director-Behavioral Health Division - (503)650-5696
Contract No.	CH-157-09/10

BACKGROUND:

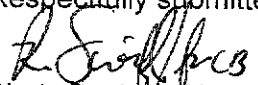
The Health Centers Division, Behavioral Health Clinic has partnered with State of Oregon, Department of Human Services, Children, Adults and Families Division, Office of Safety and Permanency for Children since 2010 to provide Mental Health Screening Services.

This Amendment is effective upon signature and continues through June 30, 2014. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director



Agreement Number 130593

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 03 to Agreement Number 130593 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Community Health Division
2051 Kaen Road, Suite 367
Oregon City, Oregon 97045
Telephone: (503) 722-6517
Facsimile: (503) 742-5352
E-mail address: JWeber2@co.clackamas.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. The Agreement is amended to update program designation as follows:

The parties acknowledge and agree that, effective April 1, 2012, all references to Children Adults and Families (CAF) shall mean the Office of Child Welfare Programs
 - b. Amend the Agreement **Section 1 "Effective Date and Duration"** as follows. Language to be deleted or replaced is [~~bracketed and struck through~~]; new language is **underlined and bold**.

"This Agreement shall become effective July 1, 2009, regardless of the date this Agreement is signed by all parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on [~~June 30, 2013~~] **June 30, 2014**. Agreement termination or expiration shall not extinguish or

prejudice either parties' right to enforce this Agreement with respect to any default by the other party that has not been cured."

- c. Amend the Agreement **Section 3 "Consideration," paragraph (a)**, as follows. Language to be deleted or replaced is [~~bracketed and struck through~~]; new language is **underlined and bold**.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is [~~\$50,000.00~~] **\$75,000.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

3. **Certification.**

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

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. Signatures.

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

Clackamas County

By:

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

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

By:

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

Approved for Legal Sufficiency:

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

Assistant Attorney General

Date

Office of Contracts and Procurement:

Louis H. Thomas, Contract Specialist

Date

COPY

Cindy Becker
 Director

May 16, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval to Apply for the Substance Abuse and Mental Health Services Administration
(SAMHSA) Early Diversion Grant Opportunity

Purpose/Outcomes	Purpose: Expand the capacity of our current Law Enforcement/Mental Health Crisis Outreach Team to help stabilize people in the community and prevent further involvement in the criminal justice system. Outcomes: Provide enhanced transitional behavioral health and case management services to individuals interacting with the Clackamas County Sheriff's Office.
Dollar Amount and Fiscal Impact	The total fiscal impact would be up to \$322,222/year for up to three years (total award amount up to \$966,666). Applicants must provide \$1 for each \$3 match (cash or in kind) requirement for the Center for Mental Health Services portion of the funding (approximately \$75,000/year). CCBHD will comply with this match by providing in kind funding through the allocation of one existing FTE.
Funding Source	Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
Safety Impact	N/A
Duration	Effective October 1, 2013 through September 30, 2016
Previous Board Action	None – new grant
Contact Person	Martha Spiers (503) 557-5833
Contract No.	N/A

BACKGROUND:

The Clackamas County Behavioral Health Division (CCBHD) is seeking approval to apply for a new grant with the Department of Health and Human Services through the Substance Abuse and Mental Health Services Administration (SAMHSA) Office.

The goal of this program is to prevent arrest and divert individuals away from the criminal justice system and into the community-based service system. The grant funding would be used to:

- (a) Provide one FTE Mental Health Therapist and one FTE Mental Health Case Manager to provide crisis stabilization services and;
- (b) Provide individualized services and supports to indigent clients (eg: medical assessment, peer wellness support, psychotropic medications, college classes, vocational assessment, transitional/crisis housing, mental health and/or addictions counseling, etc.).

RECOMMENDATION:

Staff recommends Board approve CCBHD's request to apply for this funding opportunity, and authorizes Cindy Becker, H3S Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Cindy Becker". The signature is written in black ink and is positioned above the printed name.

Cindy Becker, Director



CAMPBELL M. GILMOUR
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 a Contract with Westech Construction, Inc.
for Construction of the
Highway 212/Lawnfield Connection Project - Phase 3**

Purpose/Outcomes	This contract will provide funding for Construction of the Highway 212/Lawnfield Road Connection Project, Phase 3.
Dollar Amount and Fiscal Impact	The contract value is \$4,244,149.34. This contract is funded by the Oregon Department of Transportation through the Jobs and Transportation Act of 2009 (JTA) Program. The exception is the KEX ditch work valued at \$166,268.50 which is paid for with Road Funds and the WES work valued at \$48,102.00 and paid for by WES.
Funding Source	Oregon Department of Transportation (\$4,029,778.84), County Road funds (\$166,268.50) and WES funds (\$48,102.00)
Safety Impact	Road reconstruction will provide improved safety for both vehicular and pedestrian traffic along Lawnfield Rd between 97 th Ave and 98 th Ct as well as through each intersection.
Duration	May 2013-December 2013
Previous Board Action	10/04/10: BCC approved funding (\$815,000 from CCDA) for design of Lawnfield Phase 3. 05/16/12: ODOT/County Right of Way IGA (No. 27820) executed. 02/05/13: Lawnfield Phase 3 Project Study Session 03/12/13: Lawnfield Phase 3 Project Study Session 03/26/13: ODOT/County Lawnfield Construction IGA (No. 28806) executed. 04/09/13: County/HHRP Construction Services contract executed.
Contact Person	Terry Mungenast, Project Manager – DTD Engineering 503-742-4656

BACKGROUND:

On January 11, 2011, ODOT and Clackamas County entered into a Memorandum of Understanding (MOU) R1#00699 to address collaboration in the overall development and construction of the Sunrise system that was funded as part of the 2009 Oregon Jobs and Transportation Act (JTA). The Highway 212/Lawnfield Road Connection Project, Phase 3 is a part of that system and is included in the Memorandum.

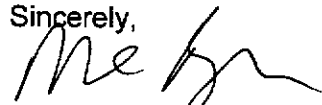
The Lawnfield project design was funded by the Clackamas County Development Agency at a cost of \$815,000 and is complete. The construction is fully funded by ODOT and the applicable IGA (No. 28806) has been executed. This project will reconstruct Lawnfield Rd from 97th Ave to 98th Ct. Improvements will include new curbs, sidewalks, bike lanes, signalization of the Lawnfield Rd/97th Ave intersection, street lighting, stormwater drainage improvements and a truck priority system to help keep truck traffic moving efficiently through the area. Also, the current maximum road grade of 14% will be reduced to a consistent 8.75% making travel safer for all users.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve this Construction Contract with Westech Construction, Inc. for the Highway 212/Lawnfield Road Connection Project, Phase 3.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Placed on the May 16, 2013 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

May 16, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of May 16, 2013 this contract with Westech Construction, Inc for the **Highway 212 / Lawnfield Road Connection Project – Phase 3** for the Clackamas County DTD Engineering Division. This project was requested by Terry Mungenast, 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. Four bids were received: Westech Construction - \$4,244,149.34; Elting Northwest - \$4,514,484.25; Kerr Contractors - \$4,579,717.00; and Dirt & Aggregate Interchange - \$5,725,725.00. After review of all bids, Westech Construction Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$4,244,149.34. All work is to be completed by December 2, 2013 with a contract completion date of June 30, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02101-481200-22212 for fiscal years 2012/2013 and 2013/2014.

Respectfully Submitted,

A handwritten signature in black ink that reads "Kathryn M. Holder". The signature is written in a cursive, flowing style.

Kathryn M. Holder
Purchasing Staff



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of Commissioners
Clackamas County

Members of the Board:

Approval of the Contract with S-2 Contractors, Inc. for the Amisigger Road and Holly Lane Bridge Maintenance and Paving Project

Purpose/Outcomes	Installation of asphalt impact panels at the ends of existing bridges to protect the road base and bridge abutments
Dollar Amount and Fiscal Impact	\$181,710 Currently budgeted for 2012-13 and 2013-14 fiscal years
Funding Source	Road Fund
Safety Impact	Protects and extends the life of the road base at the bridge approaches and of the bridge abutments
Duration	May 23, 2013 – August 15, 2013
Previous Board Action	None
Contact Person	Stan Monte, Project Manager 503-742-4678

BACKGROUND:

DTD is recommending approval of a construction contract with S-2 Contractors, Inc. for the Amisigger Road and Holly Lane Bridge Maintenance and Paving Projects. This is a combination of two separate work sites which involve asphalt grinding, excavating and installing asphalt impact panels at the ends of existing bridges to protect and extend the life of the road base at the bridge approaches and of the bridge abutments.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached contract with S-2 Contractors, Inc. for the Amisigger Road and Holly Lane Bridge Maintenance and Paving Project.

Respectfully submitted,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the May 16, 2013 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

May 16, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of May 16, 2013 this contract with S-2 Contractors, Inc. for the **Amisigger Road and Holly Lane Bridge Maintenance and Paving Project** for the Clackamas County DTD Road Maintenance Division. This project was requested by Stan Monte, 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. Eight bids were received: S-2 Contractors - \$181,710.00; Eagle-Elsner - \$189,277.50; Knife River - \$204,374.50; North Santiam Paving - \$226,253.00; Kodiak Pacific Construction - \$230,000.00; Brix Paving - \$265,759.50; Granite Construction - \$266,720.00; Eastside Paving - \$268,590.00. After review of all bids, S-2 Contractors Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$181,710.00. All work is to be completed by August 15, 2013. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 215-2410-00-431900 for fiscal years 2012/2013 and 2013/2014.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

10



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

May 16, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**A Resolution Granting A Franchise Agreement To Clackamas County To Install, Own
And Operate Broadband Infrastructure Within The City Of Canby**

Purpose	Memorialize a franchise agreement between Clackamas County and the City of Canby; authorize and direct the County Administrator to execute the franchise agreement.
Dollar Amount and Fiscal Impact	\$2,000 one-time application fee, and a quarterly franchise fee of up to 7% of gross revenue earned in Canby.
Funding Source	The application fee will be paid from existing funds in the Broadband Program budget. The franchise fee will be collected from users and then paid to the City after the end of each quarter. There is no net fiscal impact to the County.
Safety Impact	The Agreement allows the Project to offer services in Canby, including services to the Fire District, City Police, Fairgrounds, and health care providers.
Duration	The Agreement is for 10 years.
Previous Board Action/Review	The Board has discussed and approved similar agreements over the course of the three-year grant project. This agreement was presented at the Board Study Session on May 14, 2013.
Contact Person	David Solbos at (503) 722-6656.
Contract No.	None.

BACKGROUND: Clackamas County and the City of Canby have been negotiating for some time to come to agreement on a mechanism to authorize the County's use of City rights of way for the Clackamas Broadband Express, a project seeking to provide broader public and private access to and use of broadband fiber across the County. City and County representatives have come to agreement on a draft Franchise Agreement for consideration by the City Council and County Commission. The proposed agreement is a standard agreement the City uses for other competitive communications franchisees, amended to account for the fact that the County is a government agency and not a private entity. The Agreement provides for a franchise fee as well as an additional one-time application fee which the County will pay to the City. The agreement has a term of 10 years. The attached Resolution authorizes and directs the County Administrator to execute the Franchise Agreement in a form that is either identical or substantially similar to the one that is attached.

RECOMMENDATION: Staff recommends that the Board approve the attached Resolution and authorize the County Administrator to sign the Franchise Agreement on behalf of the County.

Respectfully submitted,

David Cummings, Chief Information Officer

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

Resolution Authorizing Franchise
Agreement for Broadband Infrastructure
Between Clackamas County and the
City of Canby



Resolution No. _____

WHEREAS, Clackamas County received a \$7.8 million federal grant to construct an open Broadband infrastructure network throughout the County and to connect about 160 public buildings; and

WHEREAS, the County desires to construct the advanced Broadband infrastructure in the form of a dark fiber optic network through the City, and to connect to public buildings in Canby including schools, fire stations, medical facilities, social services, the Fairgrounds, and libraries; and

WHEREAS, the City acknowledges the significant benefits the County's fiber optic communications facilities will bring to the City and its residents, which benefits are *unique* among entities that own facilities in the City as of the effective date of this Agreement; and

WHEREAS, the City has reviewed Clackamas County's request to construct the dark fiber network in City rights of way and finds that the County has the requisite authority to install facilities in the City and that the level of impact on the City's rights of way will be acceptable, and the City therefore agrees to allow the County the right to use and occupy the rights of way within the City of Canby.

NOW, THEREFORE, it is hereby resolved:

1. The Clackamas County Board of Commissioners hereby approves entering into an Franchise Agreement for Broadband Infrastructure between the City of Canby and Clackamas County subject to terms equivalent to the draft agreement; and
2. The Board delegates authority to the County Administrator to execute the attached Agreement or one that is substantially similar, provided that any amendment is consistent with the terms of the draft agreement.

Dated this 16th day of May, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

ORDINANCE NO. 1378

AN ORDINANCE GRANTING TO CLACKAMAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE & MAINTAIN A TELECOMMUNICATIONS NETWORK AND PROVIDE TELECOMMUNICATIONS SERVICES WITHIN THE CITY OF CANBY OREGON, AND DECLARING AN EMERGENCY

WHEREAS: Clackamas County, Oregon, a political subdivision of the State of Oregon (Franchisee) desires to provide Telecommunications services within the City of CANBY, Oregon; and

WHEREAS: the City believes it is in the best interests of the City to promote the offering of competitive telecommunications services, subject to the City's lawful authority to regulate the use of Public Rights-of-Way; and

WHEREAS: Franchisee has applied for a Telecommunications Franchise pursuant to Canby Municipal Code (CMC) Chapter 12.36 relating to Telecommunications located in the public rights of way, and the City of CANBY "City" has reviewed said application and has determined that it meets the requirements of the City's Ordinance subject to the terms and conditions of CMC Chapter 12.36 and stated herein:

NOW THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1: Definitions.

Gross Revenues: Any and all revenue, of any kind, nature, or form, without deduction for expense, earned in the City of CANBY and is further defined in Section 11. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

Other definitions located in CMC Chapter 12.36

Section 2: Grant of Franchise. The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, authority and Franchise to erect, construct, operate, repair and maintain in, under, upon, along, and across the City's Rights-of-Way, its lines, anchors, wires, cables, conduits, laterals and other necessary and convenient fixtures and equipment, for the purposes of constructing, operating and maintaining a competitive Telecommunications network within the City. If required, franchisee agrees to obtain and maintain a business license to conduct business in the City of Canby and keep it current during the life of this Franchise. Franchisee agrees to comply with all applicable federal, state, and local laws, ordinances, rules and regulations, including CMC Chapter 12.36, as amended from time to time.

Section 3: Franchise Not Exclusive. The Franchise granted herein (the "Franchise") is not exclusive, and shall not be construed as any limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or

different from the rights, privileges or authority herein set forth, in the same or other Rights-of-Way, by Franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges and authorities afforded Franchisee.

Section 4: Term and Termination. The term of this Franchise shall be ten (10) years, commencing with the effective date of this Ordinance. Thereafter, this Franchise shall continue in full force and effect for an additional ten (10) years unless notice is given by either party ninety (90) days before expiration, of its intention to terminate or renegotiate the Franchise. Upon termination or expiration of the Franchise, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove.

Section 5: No Limitation of City Authority.

(a) Except as provided in Section 6 below, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the City from modifying or performing any work in its Rights-of-Way, or granting other franchises for use of Rights-of-Way, or of adopting general ordinances regulating use of or activities in the Rights-of-Way, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Rights-of-Way, whether now owned or hereinafter acquired.

(b) In the event that any portion of the Franchisee's infrastructure interferes with any present or future use the City desires to make of its Rights-of-Way, Franchisee shall, upon request, and at its sole expense, promptly relocate such infrastructure, and restore the area where such relocation occurs to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

(c) Where the Franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(d) Except as otherwise provided by law, and subject to Section 6 herein, nothing in this Franchise shall be construed to give the Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 6: Competitively Neutral Application. The City shall impose, on a competitively neutral and nondiscriminatory basis, similar terms and conditions upon other similarly situated providers of Telecommunications services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

Section 7: Construction, Maintenance and Repair of Infrastructure.

Franchisee may make all needful excavations in any Right-of-Way for the purpose of placing, erecting, laying, maintaining or repairing Franchisee's infrastructure, and shall repair, renew and replace the same in accordance with Canby Municipal Code.

Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to, and approved by, the City, such plans to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City.

Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted from time to time by the City, or any other authority having jurisdiction over Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

(b) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may after reasonable attempts to contact the City provided emergency contacts immediately initiate such emergency repairs. At least two emergency contacts will be provided and kept up to date. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means before commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(c) Franchisee shall construct and maintain its Telecommunications system in such a manner so as to not interfere with City sewer or water systems, or other City facilities.

Section 8: Insurance.

(a) General. At all times during the term of this Franchise, Franchisee, at its own cost and expense, shall provide the insurance specified in this section.

(b) Evidence Required. Within 30 days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that Franchisee's insurance complies with this section. As an alternative to the insurance requirements contained herein, the County, as a government entity, may provide evidence of self-insurance subject to review and acceptance by the city.

(c) Notice of Cancellation, Reduction, or Material Change in Coverage. Policies shall include a provision requiring written notice by the insurer or insurers to the City in accordance with policy provisions prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, Franchisee shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. Franchisee shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.

(d) Insurance Required. During the term of this contract, Franchisee shall maintain in force, at its own expense, the following insurance:

(1) Workers' compensation insurance for all subject workers; and

(2) General liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each person, and \$3,000,000, for each occurrence of bodily injury and \$3,000,000 for property damage, which coverages shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

The insurance policy limits required in section 8 may be satisfied by Provider through a combination of the underlying insurance policy and umbrella (excess) liability policy(ies) so long as said umbrella policies are, at a minimum, "follow form" and provide insurance equal to or greater than coverage afforded by the underlying liability policy(ies).

Section 9: Transfers and Change in Control.

(a) Transfer. This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Franchisee, either by act of the Franchisee or by operation of law, without the consent of the City, expressed in writing, such consent not to be unreasonably withheld. If the Franchisee wishes to transfer this Franchise, the Franchisee shall give City written notice of the proposed transfer, and shall request consent of the transfer by the City.

(b) Any transfer of ownership affected without the prior written consent of the City shall render this Franchise subject to revocation. The City shall have 60 days to act upon any request for approval of a transfer. If the City fails to render a final decision on the request within said 60 days, the request shall be deemed granted unless the Franchisee and the City agree to an extension of time.

(c) The Franchisee, upon any transfer, shall within 60 days thereafter file with the City a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

(d) The requirements of this section shall not be deemed to prohibit the use of the Franchisee's property as collateral for security in financing the construction or acquisition of all or part of a Telecommunications System of the Franchisee or any affiliate of the Franchisee. However, the Telecommunications System franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

(e) The requirements of this section shall not be deemed to prohibit sale of tangible assets of the Franchisee in the ordinary conduct of the Franchisee's business without the consent of the City.

The requirements of this section shall not be deemed to prohibit, without the consent of the City, a transfer to a transferee whose primary business is Telecommunications System operation and having a majority of its beneficial ownership held by the Franchisee, a parent of the Franchisee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Franchisee.

Section 10: Indemnification.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the City, its councilors, officers, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement or arising out of or resulting from the construction, operation, repair and/or maintenance of the Facilities.

Such indemnification shall not extend to independent claims of City negligence for City acts outside the scope of this contractual agreement. This indemnity shall survive the termination of this Agreement.

Section 11: Compensation.

(a) Franchise Fee. In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications system within the Franchise area the Franchise shall pay to City during the term of this Franchise an amount equal to seven percent (7%) of the Franchisee's Gross Revenues ("Franchise Fee"). Any net uncollectibles, bad debts or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected. Revenue from point to point or multi-point services is based on the pro-rata share of the revenue from those services. Point to point or multi-point services include but are not limited to fiber optic connections that are leased between two or more nodes or endpoints.

(b) Modification Resulting from Action by Law. Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount and, if such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law.

(c) Payment of Franchise Fees. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

(d) The Franchise Fee includes all compensation for the use of the City's Rights-of-Way. Franchisee may offset against the Franchise Fee the amount of any fee or charge paid to the City

in connection with the Grantee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

(e) Late franchise fee payments will be subject to late fees calculated on the basis of nine percent (9%) per annum of the amount past due. No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and recomputation by the City.

Section 12: Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any public Rights-of-Ways of the annexed territory shall be subject to all of the terms of this Ordinance.

Section 13: Right to Inspect Records. In order to manage the Franchisee's use of Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, the Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of the Franchisee's Telecommunications System; the amount collected by the Franchisee from users of Telecommunications Service provided by Franchisee via its Telecommunications network; the character and extent of the Telecommunications Service rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City will use such information only for the purpose of managing its Rights-of-Way, determining compliance with the terms of this Franchise, and verifying the adequacy of Franchisee's Fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by Oregon law.

Section 14: Right to Perform Franchise Fee Audit or Review; Default. In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 3 years after the date on which Franchise Fees for any period being audited or reviewed were due. The cost of any such audit or review shall be borne by the City. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by State law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created using information obtained pursuant to the exercise of its rights hereunder.

Section 15: Right to Inspect Construction. The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make

such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the City's Rights-of-Way.

Section 16: Venue.

(b) Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the local Circuit Court for the City; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Portland, Oregon, with the parties stipulating to trial in Portland, Oregon.

Section 17: Limitation of Liability. The City and the Franchisee agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid.

Section 18: Compliance with Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Oregon anti-trust law, ORS 646.750-646.836, or the Oregon Unlawful Trade Practices Act, ORS 646.650-646.652. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 19: Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial air courier; or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following addresses, or such other addresses as each party may specify in writing:

Notice to the City:

City Administrator
P.O. Box 930
Canby, OR 97013
Phone: 503-266-4021
Facsimile: 503-266-7961

With a copy to

City Attorney
1175 NW 3rd Avenue
Canby, OR 97013
Phone: 503-266-4027
Facsimile: 503-266-9316

Notice to the County:

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, OR 97045
Phone: 503-722-6656
Facsimile: 503-655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, OR 97045
Phone: 503-655-8322
Facsimile: 503-655-8255

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 20: Captions. The captions to sections of this Franchise are intended solely to facilitate reading and reference of the sections and provisions contained herein, and shall not affect the meaning or interpretation of any section or provision of this Franchise.

Section 21: Severability. If any part of this Franchise becomes or is held to be invalid for any reason, the determination will affect only the invalid portion of this Franchise. In all other respects this Franchise will stand and remain in full force and effect as if the invalid provision had not been part of this Franchise.

Section 22: Waiver.

(a) The City is vested with the power and authority to reasonably regulate, and manage, its Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

Section 23: Emergency. The City Council of CANBY finds the health, safety and welfare of the City requires this Ordinance to have immediate effect. Therefore, the City Council hereby declares the existence of an emergency and this ordinance shall be in full force and effect from the time of its passage and approval.

PASSED by the City Council and approved by the Mayor _____, 2013.

APPROVED: _____
Brian Hodson
Mayor

Attest: _____
Kim Scheafer
City Recorder

Approved as to form

Joseph A. Lindsay
City Attorney

Accepted _____ (date)

Clackamas County
By _____



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

May 16, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County Extension & 4-H Service District for
Transfer of Appropriations for Fiscal Year 2012-2013**

Purpose/Outcome	Budget changes for Clackamas County Extension & 4-H Service District FY 2012-2013
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriation between categories
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories (personal services, materials and services, debt service, interfund transfer, capital outlay and other requirements) 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 294.450. 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 order accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The Clackamas County Extension & 4-H Service District is transferring from contingency to materials and services to pay for the Extension Service office remodel.

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 Transfer Appropriations Within
the Fiscal Year 2012-13



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, 2012 through June 30, 2013, 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:

. Clackamas County Extension & 4-H Service District 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, 2012 through June 30, 2013.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, 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 16th day of May, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS
Exhibit A

CLACKAMAS COUNTY EXTENSION & 4-H SERVICE DISTRICT FUND

Decrease:		
Contingency		\$ 200,000.
Total		<u>\$ 200,000.</u>
Increase:		
Materials & Services		\$ 200,000.
Total		<u>\$ 200,000.</u>

Transferring from contingency to materials and services to pay for the Extension Service office remodel.