

# AGENDA

**\*Revised**

Added consent item E.1

**Thursday, April 16, 2015 - 6:00 PM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-32

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

**II. PUBLIC 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. Second Reading of Ordinance No. 04-2015 Amending the Clackamas County Code to add Chapter 8.09 Establishing Time, Place and Manner Regulations for Medical Marijuana Dispensaries and Declaring an Emergency (Dan Chandler, County Administration and Nate Boderman, County Counsel)

**III. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 the City of Portland for Homeless Management Information System (HMIS) Services – *Housing & Community Development*
2. Approval of an Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for Clackamas Early Learning Hub Services – *Children, Youth & Families*
3. Approval of Amendment No. 2 to an Intra-Agency Agreement with Clackamas County Health Centers Division, Behavioral Health Clinic to Provide Outpatient Mental Health Services – *Behavioral Health*
4. Approval of Amendment No. 1 to Intergovernmental Agreement No. 4400000571 with Multnomah County Department of Human Services, Aging and Disability Division for Care Transition Services – *Social Services*

5. Approval of a Renewal Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*
6. Approval to Apply for a Grant Renewal with the State of Oregon, Housing and Community Service Department to Administer Community Resource Division Funds for the Variety of Social Services Programs – *Social Services*

**B. Finance Department**

1. Approval of Amendment No. 10 to the Contract Documents with Moss Adams LLP for Annual Audit Services

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Annual Operating Plan and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *CCSO*

**D. Department of Employee Services**

1. Approval of the Labor Contract between Clackamas County and the Federation of Oregon Parole and Probation Officers (FOPPO)

**\*E. County Administration**

1. Authorization to Submit a Letter of Intent for Metro Community Planning and Development Grant for the Stafford Area Transportation Study

**IV. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 1 to a Cooperative Improvement Agreement with Oregon Department of Transportation for Intersection Improvements at 82<sup>nd</sup> Avenue and Monterey Avenue
2. Approval of a Memorandum of Understanding with North Clackamas School District No. 12 for Design Construction and Assistance and Construction Funding of Four Improvement Projects at the Wichita Center for Family and Community
3. Approval of Amendment No. 1 to the Contract Documents with Harper Houf Peterson Righellis Inc. for Consulting Services for Engineering Design and Construction Plans for the Monterey Avenue Extension Project - *Purchasing*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



April 16, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 04-2015 Amending the Clackamas County Code to add Chapter 8.09 Establishing Time, Place and Manner Regulations for Medical Marijuana Dispensaries and Declaring an Emergency**

<b>Purpose/Outcomes</b>	Adoption of ordinance establishing time, place and manner regulations for medical marijuana dispensaries.
<b>Dollar Amount and Fiscal Impact</b>	No direct impacts from this action.
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	Ongoing.
<b>Previous Board Action</b>	Study Session March 10, 2015, Moratorium Ordinance, April 24, 2014, First Reading, April 2, 2015
<b>Contact Person</b>	Dan Chandler, Strategic Policy Administrator 503-742-5394

**BACKGROUND:**

**Medical Marijuana**

On March 19, 2014, Governor Kitzhaber signed Senate Bill 1531 into law. The law gave local governments the authority to impose "time, place and manner" regulations on medical marijuana dispensaries.

The bill required that the Oregon Health Authority license medical marijuana dispensaries and imposed a number of siting requirements. Under state law, dispensaries:

1. Must be located in an area that is zoned for commercial, industrial or mixed use or as agricultural land.
2. May not be located at the same address as a marijuana "grow site."
3. Must not be located within 1,000 feet of a public or private elementary, secondary or career school attended primarily by minors.
4. Must not be located within 1,000 of another medical marijuana facility.

In addition to the specific authority granted under SGB 1531, the County has plenary authority under ORS 203.035 to legislate on matters of county concern.

### **Recreational Marijuana – Measure 91**

On November 4, 2014 voters approved Measure 91, which will legalize recreational marijuana in Oregon. Measure 91 passed in Clackamas County by approximately 6700 votes. Recreational marijuana would be subject to regulation by the Oregon Liquor Control Commission, or OLCC.

### **Study Session**

At a study session on March 10, 2015, a majority of the Board of County Commissioners directed staff to move forward with an ordinance regulating the time place and manner of medical marijuana dispensaries.

The Board of Commissioners has indicated that there are concerns with the potential proliferation of marijuana vending outlets, including dispensaries, and that there will be negative consequences unless the county adopts setbacks from schools and other sensitive uses, along with spacing between facilities.

Accordingly, the County is proposing additional and increased setbacks beyond those set forth in state law. The proposed ordinance addresses those concerns.

### **Changes since First Reading:**

Since the First Reading on April 2, the following changes have been made:

1. Recitals (“whereas” statements) have been added addressing concerns with allowing medical marijuana dispensaries outside of the Metro Urban Growth Boundary.
2. Definition of “Medical Marijuana” was changed to conform to state statute. *Section 8.09.020(c)*.
3. Language regarding applicability of land use, fire and building codes clarified. *Section 8.09.030(A)*.
4. Language added clarifying that minors may only accompany parent or guardian cardholder into waiting area. *Section 8.09.030(G)*.

### **RECOMMENDATION:**

Staff recommends the Board hold the second reading and adopt the attached ordinance.

Respectfully submitted:

Dan Chandler  
Strategic Policy Administrator

Attachments:  
Ordinance 04-2015

## ORDINANCE NO. 04-2015

### **An Ordinance amending the Clackamas County Code to add Chapter 8.09 establishing time, place and manner regulations for medical marijuana dispensaries and declaring an emergency**

WHEREAS, the Oregon Legislature enacted House Bill 3460 (2013), which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, House Bill 3460 (2013) directed that persons who operate or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution and which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, the Oregon Legislature enacted Senate Bill 1531 (2014) which affirmatively afforded Oregon cities and counties the ability to impose time, place and manner restrictions on medical marijuana dispensaries that locate within their boundaries; and

WHEREAS, Senate Bill 1531 (2014) removes immunity from state prosecution for a person who is responsible for or employed by a registered medical marijuana facility located in an area subject to the jurisdiction of a city, or county that enacts a moratorium prohibiting the operation of a medical marijuana facility; and

WHEREAS, on April 24, 2014, the Board of County Commissioners enacted Ordinance 01-2014, a moratorium prohibiting the siting and operation of medical marijuana dispensaries within the jurisdictional boundaries of unincorporated Clackamas County. An emergency was declared and the moratorium was effective immediately; and

WHEREAS, several applicants within unincorporated Clackamas County had obtained approval from the Oregon Health Authority to operate medical marijuana dispensaries in unincorporated Clackamas County prior to the adoption and effective date of the moratorium; and

WHEREAS, on November 4, 2014, the voters of the State of Oregon passed Measure 91 (2014), which will legalize the recreational use of marijuana in the state effective July 2015; and

WHEREAS, on January 8, 2015, the Board of County Commissioners enacted Ordinance 01-2015 which amended Ordinance 01-2014 to exempt those medical marijuana facilities which obtained full, unconditional approval by the Oregon Health Authority on or before April 23, 2014, and which provided that medical marijuana facilities may only operate between 10:00 a.m. and 9:00 p.m., and that marijuana may not be consumed on the premises; and

WHEREAS, the County Commission of Clackamas County desires to allow operation of Medical Marijuana Facility facilities in the County in ways that protect and benefit the public health, safety and welfare of existing and future residents of the County; and

WHEREAS, the Commission has determined the unique characteristics of Medical Marijuana Facility operations and their potential impacts make it necessary to establish particular time, place, and manner requirements for such operations, the enforcement of which is subject to the general and police powers of that jurisdiction; and

WHEREAS, the Commission finds that the public safety and welfare are best protected where Medical Marijuana Facilities are located in areas that are well served by law enforcement; and

WHEREAS, those areas in unincorporated Clackamas County that are located outside of Metro Urban Growth Boundary are not sufficiently served by law enforcement to allow a Medical Marijuana Facility to operate in a manner that protects public safety and welfare; and,

WHEREAS, this ordinance and the restrictions contained herein are intended to impose general restrictions on the operation of Medical Marijuana Facilities and are not intended to be land use regulations; and

WHEREAS, the Commission conducted duly advertised public hearings on the above-referenced amendment on April 2, 2015 and on April 16, 2015:

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Title 8 Business Regulations of the Clackamas County Code is hereby amended to add as a new Chapter 8.09 with the following provisions concerning Medical Marijuana Facility:

**Section 8.09.010 Purpose.**

The purpose of this chapter is to minimize any adverse public safety and public health impacts that may result from allowing Medical Marijuana Facility in the County by adopting particular time, place and manner requirements.

**Section 8.09.020 Definitions.**

A. "Facility" means a medical marijuana facility.

B. "Marijuana" means all parts of the plant of the Cannabis Moraceae, whether growing or not, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes or as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or predation of the mature stalks (except the resin extracted there from), fiber oil, or cake, or the sterilized seed of the plant which is incapable of germination.

C. "Medical Marijuana" refers to marijuana dried, produced, kept, stored, delivered, transferred, dispensed or otherwise provided for the exclusive benefit of and use by a person to mitigate the symptoms or effects of a person's debilitating medical condition as defined in ORS 475.302.

D. "Medical Marijuana Facility" means a facility that is registered by the Oregon Health Authority under ORS 475.300-475.346 and that sells, distributes, transmits, gives, dispenses or otherwise provides medical marijuana to medical marijuana qualifying patients.

E. "Minor" means any person under 21 years of age who is not a medical marijuana card holder.

F. "Marijuana Vending Facility" means a marijuana facility selling cannabis products and operating under the Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act or a Medical Marijuana Facility."

G. "Playground" means any outdoor facility (including any parking lot appurtenant thereto) intended for recreation, open to the public, and with any portion thereof containing three or more separate apparatus intended for the recreation of minors including, but not limited to, sliding boards, swing sets, and teeterboards.

H. "Premises" means a location registered by the State of Oregon as a Medical Marijuana Facility and includes all areas at the location that are used in the business operated at the location, including offices, kitchens, restrooms, storerooms, and including all public and private areas where individuals are permitted to be present. Premises does not include the parking areas or the landscaped areas located outside of the building or buildings which accommodate the primary activities of the Medical Marijuana Facility.

I. "Sensitive Use – Class I" means a public or private elementary, secondary or career school attended primarily by minors, including any parking lot appurtenant thereto and any property used by the school.

J. "Sensitive Use – Class II" means a public park or public playground, a public library, recreational center, licensed treatment center, light rail transit station, adult foster care facility or a housing facility owned by a public housing authority.

K. "Sensitive Use – Class III" means a licensed day care facility or licensed preschool including any parking lot appurtenant thereto and any property used by the facility or preschool.

### **Section 8.09.030 Rules and Regulations.**

Any Medical Marijuana Facility must comply with the following requirements, in addition to any other state or local requirements:

- A. The Medical Marijuana Facility may not operate in violation of applicable land-use, building and fire codes.
- B. There shall be no manufacture or production of any extracts, oils, resins or similar derivatives of marijuana on the Premises of a Medical Marijuana Facility and no open flames shall be used in the preparation of any products.
- C. Marijuana and tobacco products must not be smoked, ingested or otherwise consumed on the Premises of the Medical Marijuana Facility.
- D. Operating hours for a Medical Marijuana Facility must be no earlier than 10:00 a.m. or later than 9:00 p.m. on the same day.
- E. The Medical Marijuana Facility must not be co-located on the same property or within the same building with any marijuana social club or smoking club.
- F. The Medical Marijuana Facility must utilize an air filtration and ventilation system that confines all objectionable odors associated with the Facility to the Facility Premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of an average, reasonable person with ordinary sensibilities after taking into consideration the character of the neighborhood in which the odor is made and the odor is detected.
- G. The Medical Marijuana Facility must not permit any minor to be present anywhere on the Premises, unless accompanying a parent or guardian who is a cardholder to the waiting area as allowed by state law.
- H.. Registration and Compliance with Oregon Health Authority Rules. The facility's registration as a medical marijuana facility under ORS 475.314 must be in good standing with the Oregon Health Authority, and the facility must comply with all applicable laws and regulations administered by the Oregon Health Authority for facilities.
- I. Secure Disposal. The facility must provide for secure disposal of marijuana remnants or byproducts; marijuana remnants or by-products shall not be placed within the facility's exterior refuse containers.



### **Section 8.09.040 Standards.**

(a) A Marijuana Vending Facility may only operate where retail uses are permitted by the Clackamas County Zoning and Development Ordinance.

(b) A Marijuana Vending Facility shall not be located:

(1) In any industrial or residential zoning District or outside of the Metro Urban Growth Boundary.

(2) Within a residence.

(3) Within:

(A) 2500 feet of another Marijuana Vending Facility.

(B) 2000 feet from a Sensitive Use – Class I.

(C) 1500 feet from a Sensitive Use – Class II.

(D) 500 feet from a Sensitive Use – Class III.

(E) 100 feet of a residentially-zoned property, however, this provision shall not apply to any parcel which fronts on a state highway or major arterial.

(c) For purposes of subsection (b), all distances shall be measured from the property line of the affected property, (for example; a school) to the closest point of the space occupied by the facility.

(d) A change in use (including a rezone) to a neighboring property to a use identified in this section after a license has been issued for a Marijuana Vending Facility shall not result in the facility being in violation of this section.

(e) The provisions of Section 8.09.040(b) shall not apply to any Medical Marijuana Facility which applied for a registration with the Oregon Health Authority on or before March 3, 2014, and which subsequently obtained full, unconditional approval on or before May 31, 2014.

(f) A Medical Marijuana Facility which falls under Section 8.09.040(b) may relocate to another location in the same building.

(g) In case of a conflict under Section 8.09.040(b)(3)(A), any person who has submitted a complete building permit application after first obtaining final approval from the relevant state licensing agency, shall be deemed to have established a facility at the licensed location, so long as the facility begins operation within 180 days of submittal of the building permit application.

(h) Home Occupation. A facility may not be operated as a home occupation, may not have a walk-up window or drive through, and may not operate from a non-fixed location.

**Section 8.09.050 Remedy for Noncompliance and Administrative Appeals.**

A. A building or structure established, operated, or maintained contrary to this chapter is a public nuisance and may be abated as provided for in Chapter 6.08.

B. The remedy provided in this section is not exclusive and shall not prevent the County from exercising any other remedy available under the law, nor shall the provisions of this chapter prohibit or restrict the County or other appropriate prosecutor from pursuing criminal charges under state law or County ordinance.

**Section 2. Severability.**

If any section, subsection, paragraph, sentence or word in this ordinance is deemed to be invalid or beyond the authority of the County, either on its face or is applied, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences, or words of this ordinance, and the application thereof; and to that end sections, subsections, paragraphs, sentences and words of this chapter shall be deemed severable.

**Section 3. Codification.**

Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "code", "article", "section", or another word, and the sections of this ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions, and text descriptions of amendments (i.e. Sections 1-3) need not be codified and the County Counsel is authorized to correct any cross-references and any typographical errors.

**Section 4. Emergency Clause**

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

**ADOPTED** this 16<sup>th</sup> day of April, 2015.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

April 16, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Portland for Homeless Management Information System (HMIS) Services

<b>Purpose/Outcomes</b>	Continued use of the HMIS data system, which is required for Housing and Urban Development (HUD) funded homelessness assistance programs.
<b>Dollar Amount and Fiscal Impact</b>	\$10,000. No additional staff will be required.
<b>Funding Source</b>	Housing and Urban Development (HUD) Continuum of Care (CoC) funds. No County General Fund dollars are involved. The match is HUD Emergency Solutions Grant (ESG) funds.
<b>Safety Impact</b>	None
<b>Duration</b>	September 1, 2014 through August 31, 2015
<b>Previous Board Action</b>	The previous contract approval by the board is Board Order 032014-AI.
<b>Contact Person</b>	Margie James, Program Planner, 503-650-5663
<b>Contract No.</b>	7107

**BACKGROUND:**

The Housing and Community Development Division of the Health, Housing & Human Services Department requests approval of an Intergovernmental Agreement (IGA) for Homeless Management Information System (HMIS) services.

HMIS is a software program that is designed to capture client-level information on the characteristics and service needs of men, women, and children experiencing homelessness and/or poverty. HMIS participation is a requirement of the U.S. Department of Housing and Urban Development (HUD) for receipt of homeless services funds. The City of Portland has purchased and implemented an HMIS product (ServicePoint) from Bowman Systems.

This agreement provides the basis for a continuing cooperative working relationship between Clackamas County Housing and Community Development Division (HCDD) and the City of Portland, Portland Housing Bureau, for the purpose of sharing a Homeless Management Information System (HMIS).

This agreement was just recently received from the City of Portland due to a variety of unforeseen delays, which includes the contract renewal process with the vendor (Bowman Systems) of ServicePoint. Now that the contract is in place, the City of Portland can proceed with the IGA.

*Healthy Families. Strong Communities.*

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**RECOMMENDATION:**

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

Respectfully submitted,

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

Richard Swift, Interim Director

Intergovernmental Agreement  
30004390

This Intergovernmental Agreement [IGA] is entered into by and between the City of Portland, Portland Housing Bureau (hereinafter referred to as PHB) and Clackamas County (hereinafter referred to as CC).

This IGA is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

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Recitals

- A. PHB, under federal mandate from the Department of Housing and Urban Development (HUD) has implemented a Homeless Management Information System (HMIS) for the Portland/Multnomah County Continuum of Care.
- B. After participating in a statewide RFP process, PHB selected ServicePoint software from vendor Bowman Systems, LLC of Shreveport, LA.
- C. PHB entered into a contract with Bowman Systems, LLC on September 2, 2004, to provide ServicePoint software and services to promote its goal of implementing a HMIS.
- D. CC would like to utilize the agreement between PHB and Bowman Systems, LLC to purchase additional ServicePoint licenses for CC's implementation of an appropriate integrated client database.
- E. PHB enters into this agreement to bring CC into its implementation of ServicePoint.
- F. PHB is the owner and operator of the HMIS and serves as the Primary System Administrator and custodian of data in the HMIS and the Comparable Database.
- G. PHB is responsible to provide administration and user licenses for those users covered by the Portland/Multnomah County Continuum of Care HUD mandate.
- H. CC is responsible to provide administration and user licenses for those users covered by CC.

**Agreement to use ServicePoint for HMIS implementation for jurisdiction covered by CC.**

**1. Costs (Pricing Table)**

May not be a reflection of actual costs to CC. See invoice for actual Service Types and Costs.

<b>Service Types</b>	<b>Fee Basis</b>	<b>Unit Cost</b>
CMIS/HMIS Standard Set Up	One Time Fee/ Initial Set Up	\$4,000.00
ServicePoint License Purchase	One Time Fee per user	\$200.00
ART Ad Hoc License	Annual Fee per AdHoc user	\$176.00
ART Report Viewer License	Annual Fee per Viewer user	\$96.00
Bowman Annual Support/Access	Annual Fee per user	\$75.00
CMIS/HMIS Annual Support/Access	Annual Fee per user	\$100.00
CMIS/HMIS Customization/Training	Per Hour	\$175.00
Shared Software & Services Fees	Annual Fee	2855.79
<b>Other Service Types upon request and negotiation</b>		
System Administration	Annual Fee	TBD
SyncPoint	Annual Fee	TBD
Eligibility Module	Annual Fee	TBD

- A. CC shall pay Bowman Systems, LLC directly for ServicePoint and ART license fees.
- B. CC shall pay City of Portland for CMIS/HMIS Annual Support/Access and for Shared Software & Services Fees.
- C. No more than 1 "System Administrator 2" license(s) for CC will be assigned, with rights to provide administration and assign user licenses to agencies under CC or said Continuum of Care. Additional "System Administrator 1" licenses can be requested.
- D. Assignment and management of user licenses shall be responsibility of CC system administrator with support of PHB administrators, or someone so designated in writing.
- E. Additional ServicePoint and ART licenses and additional services may be purchased.

**2. Project Management**

- A. PHB and CC will have separate project managers who regularly communicate and coordinate implementation of ServicePoint throughout CC.
- B. Decisions directly or indirectly affecting the implementation of ServicePoint will be made jointly by the project managers and or an implementation oversight committee.

1. CC will be allowed 1 representative on the implementation oversight committee.
  2. All meetings regarding decision-making will be documented.
  3. All decisions will be documented.
- C. The Project Manager's joint project management duties will include:
1. Communicate ServicePoint goals, policies and procedures to contracted agencies and other interested parties.
  2. Coordinate communication and support for service agencies.
  3. Manage relationships with participating agencies' Executive Directors and agency administrators.
  4. Plan and implement long term support for agencies.
  5. Develop and generate suite of reports to comply with the Continuum of Care and the State of Oregon reporting requirements for CSBG and other associated fund sources.
  6. Develop and implement community data standards.
  7. Coordinate operational policies.
  8. Ensure system compliance with funder mandated requirements.
  9. Align implementation with national best practices.
- D. Designated Project Managers: Each party has designated a staff person to be the project manager for this project. All reports, notices and other communications required or relating to this IGA shall be directed to the following project manager.

PHB

Project Manager: Wendy Smith  
 Address: 421 SW 6<sup>th</sup> Avenue, Suite 500  
 Portland, OR 97204  
 Phone: 503-823-2386  
 Fax: 503-823-2387  
 Email: [wendy.smith@portlandoregon.gov](mailto:wendy.smith@portlandoregon.gov)

CC

Project Manager: Margaret James  
 Address: 2051 Kaen Rd, Suite 245  
 Oregon City, OR 97045  
 Phone: 503-650-5663  
 Email: [mjames@co.clackamas.or.us](mailto:mjames@co.clackamas.or.us)

3. User Support and Training

- A. CC shall be responsible for user support and training for its licensed users.
- B. CC will dedicate staff to train their respective agencies/grantees in the following tasks not limited to:
  1. Coordinate training logistics (scheduling locations, trainers, registrations, etc.).

2. Provide ongoing training for agencies with staff turnover, and when updates are made to the system.
  3. Distribute training updates as new ServicePoint versions are released.
- C. CC will dedicate staff for user support of their respective agencies/grantees, which include the following tasks not limited to:
1. On-site and remote coaching assistance for users, as needed.
  2. Day-to-day system support for users via telephone and/or on-site training.
  3. Maintain data quality, including contacting agencies to correct or complete date entries.
4. System Administration
- A. PHB will dedicate staff for system administration with direct access and given rights to all of their respective data contained within the local ServicePoint database.
- B. CC will dedicate staff for administration with direct access and given rights to all respective data contained within the local ServicePoint database.
- C. CC shall be responsible for HMIS in their community as required by HUD and their COC.
- D. Data Security/Privacy
1. All users, including System Administrators, will sign agreements verifying that the user will prohibit access by nonusers to client or user records.
  2. System Administrators will respect the funding/contractual relationship and subsequent data/training needs of their respective agencies/grantees.
  3. Both entities have access to aggregate data of those providers below them in the ServicePoint tree structure.
  4. All System Administrators will undergo criminal background checks.
  5. All System Administrators will comply with and enforce all HUD requirements of HMIS and Comparable Database.
  6. PHB and CC shall develop a schedule and procedure for regular audit reports of System Administrators to ensure data security and the protection of personally identifiable information.
- E. Data Quality
1. PHB and CC will dedicate staff for the purpose of data quality for their respective funded agencies/grantees.
  2. Staff will:
    - Analyze data within ServicePoint
    - Communicate data issues to Agency Administrators
    - Design and implement quality assurance mechanisms
    - Design and run aggregate and audit reports
    - Ensure the overall data quality for compliance with funders



3. System-wide changes to assessments, pick lists, and provider configurations will be reviewed and pre-approved by the PHB System Administrator and may require review by the implementation oversight committee.

5. Liability

Each party agrees to be responsible for its own acts. Data provided by CC and the providers below them in the ServicePoint tree structure is on an "as is" basis to PHB. Data supplied from PHB to CC is provided on an "as is" basis. PHB expressly disclaims any warranty or responsibility, express or implied, as to the accuracy, currency, or completeness of any data supplied. PHB shall have no responsibility to CC for any failure of any hardware or software acquired by CC to access database.

6. Policies and Procedures

- A. PHB and CC may have different policies and procedures for their respective HMIS implementation.
- B. CC policies and procedures will be no less restrictive than those of PHB.
- C. Enforcement of the policies and procedures will be the responsibility of the respective party.

7. IGA Documents

None at this time.

8. Interpretation of Terms

Words, terms and phrases which are not specifically defined in this agreement shall have the ordinary meaning ascribed to them in the data processing industry unless the context clearly indicates otherwise.

9. Amendments

The terms of this IGA shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written agreement signed by all parties.

10. Termination

- A. The parties may agree to an immediate termination of this IGA or at a time certain upon mutual consent.
- B. Any party may terminate this IGA at any time, effective not less than 30 days following delivery of written notice to the other parties.
- C. Any party may terminate this IGA at any time, effective not less than 10 days following written notice to the other parties or at such other date as may be established by all parties under any of the following conditions:

1. If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the IGA may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that services are no longer allowable or appropriate for purchase under this IGA, or are no longer eligible for the funding proposed for payments authorized under this IGA.

D. Any party may terminate this IGA in the event of a breach by one of the other parties. Prior to such termination, however, the party seeking termination shall give the other parties written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate the IGA.

#### 11. Captions

The captions or headings in this IGA are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this IGA.

#### 12. Choice of Venue

Oregon law shall govern this IGA and all rights, obligations, and disputes arising out of the IGA. Venue for all disputes and litigation shall be in Multnomah County, Oregon.

#### 13. Severability/Survival

If any of the provisions in this IGA are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitations of liability, indemnity, and conflicts of interest shall survive the termination of this IGA for cause.

#### 14. Ownership of the Work Product

All work products, including reports, research data in hard copy or electronic form that result from this IGA, are the exclusive property of the originating party. However, PHB and CC agree that the sharing of documents is in the interest of both parties.

#### 15. Access to Records

All parties and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this IGA for the purpose of making audit, examination, excerpts, and transcripts.

#### 16. Compliance with Applicable Law

All parties shall comply with federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Work under this IGA. Without limiting the generality of the foregoing, parties expressly agree to comply with: 1) Title VI of the Civil Rights Act of 1964, 2) Section V of the Rehabilitation Act of 1973; 3) the Americans with Disabilities Act of 1990; and 4) all regulations and administrative

rules established pursuant to the foregoing laws; and 5) all other applicable requirements of federal and state civil rights and rehabilitations statutes, rules and regulations.

17. No Third Party Beneficiary

PHB and CC are the only parties to this IGA, and as such, are the only parties entitled to enforce its terms. Nothing contained in this IGA gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise, to third parties, unless third persons are expressly described as intended to be beneficiaries of its terms.

18. Security and Privacy

All parties agree to strictly adhere to security and privacy guidelines governed by State and Federal law.

19. Ownership and Disclosure of Information

PHB recognizes and acknowledges that the data that CC stores as part of this Agreement is owned by CC, and that CC's ownership rights to the data shall survive the termination of this Agreement.

When this agreement is terminated, PHB shall provide to CC an electronic copy of their data upon request. Nonetheless, PHB shall continue a right of use of all Client data. This use is subject to restrictions and may be used only in furtherance of the purpose of the HMIS application.

If PHB receives a request for disclosure of CC's data pursuant to Oregon Public Records Law or a subpoena, PHB will provide notice to CC before a response is due, and it shall be CC's responsibility to establish that such information is exempt from disclosure. PHB and CC shall each be separately responsible for compliance with applicable confidentiality laws and regulations, including but not limited to HIPAA requirements applicable to performing covered functions.

20. Indemnification

Within the limits of the Oregon Tort Claims Act, ORS 30.260 through ORS 30.300, and as allowed by Oregon law, each party agrees to indemnify and defend the other parties and its officers, employees, agents and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising out of this IGA, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of its indemnitor, its employees, agents, subcontractors, or representatives.

21. Merger Clause

This IGA and Exhibits constitute the entire agreement among the parties. No waiver, consent, modification, or change of terms of this IGA shall bind any party unless in writing and signed by the parties. Such waiver, consent, modification, or change, if

any, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this IGA.

**22. Financial Commitment of Parties**

The parties agree to the following financial commitment:  
CC agrees to pay PHB all fees associated with ServicePoint licensing and any services purchased hereunder as set forth in the applicable invoice. Total compensation shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00)


**23. Period of the Agreement**

This Agreement shall be effective as of September 2, 2014 and remain in-force until revoked in writing by either party with 30 days advance written notice. The parties recognize and agree that some of the activities and obligations for reimbursement addressed in this IGA have or will commence or arise prior to the effective date of this IGA. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

Executed by the duly authorized representatives of the parties.

**CITY OF PORTLAND**

**CLACKAMAS COUNTY**

  
\_\_\_\_\_  
Traci Manning                      2/2/15  
Director                                      Date

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
Tracy Reeve                                      Date  
City Attorney

\_\_\_\_\_  
Mary Hull Caballero                                      Date  
City Auditor

April 16, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Oregon Department of Education,  
Early Learning Division for Clackamas Early Learning Hub Services

<b>Purpose/Outcomes</b>	This revenue agreement funds the operation of the Clackamas Early Learning Hub. The Hub will coordinate the full range of Early Learning Services in Clackamas County to achieve Oregon's 40-40-20 Educational Goal by producing better outcomes for children and families in the following areas: Increase the number of children who enter kindergarten ready to learn; Increase family stability; Increase coordination and efficacy of the Early Learning System.
<b>Dollar Amount and Fiscal Impact</b>	The dollar amount awarded under this agreement is \$378,407 for FY 14-15.
<b>Funding Source</b>	Oregon Department of Education Early Learning Division. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective upon signature of all parties and terminates on June 30, 2015
<b>Previous Board Action</b>	No previous action on this Agreement
<b>Contact Person</b>	Rodney A. Cook , 503-650-5677
<b>Contract No.</b>	7106

**BACKGROUND:**

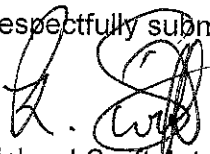
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with Oregon Department of Education Early Learning Division for operation of the Clackamas Early Learning Hub. Services to be provided under this contract include coordinating the full range of Early Learning Services, which span health care, human services, early childhood education, and private sector programs serving at-risk children and families. The target population for these services are children who are at-risk of not entering school ready to learn.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

**Agreement Number DASPS-2351-15**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This Agreement is between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and Early Learning Council (ELC), and,

**Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: (503) 650-5678  
Facsimile: (503) 650-5674  
E-mail address: [rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as "County."

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

**Early Learning Division  
775 Summer Street  
Salem, Oregon 97301  
Agreement Administrator: Lisa Sutter or delegate  
Telephone: 971-273-3836  
E-mail address: [Lisa.Sutter@state.or.us](mailto:Lisa.Sutter@state.or.us)**

**1. Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2015**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits and attachments which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E, Part 1: Great Start Program Requirements
- (8) Exhibit E, Part 2: Family Support Services Program Requirements
- (9) Attachment 1: Governance Structure
- (10) Attachment 2: Formalized Collaborative Relationships
- (11) Attachment 3: Outcomes and Targets

This Agreement constitutes the entire agreement between the parties on the subject matter hereof; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$378,407.00**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- b. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, ODE's determination is that:

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

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

5. **County Data and Certification.**

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

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

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

(1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317,



318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
  - (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at  
<https://www.sam.gov/portal/public/SAM/>; and
  - (6) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR  
TO NECESSARY STATE APPROVALS**

**6. Signatures.**

**Clackamas County**

**By:**

---

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

**By:**

---

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

**Approved for Legal Sufficiency: Approved by David Elott via email dated March 27, 2015**

Other required Signatures:

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Authorized Signature	Title	Date
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## EXHIBIT A

### Part 1 Statement of Work

#### 1. Definitions:

As used in this Agreement, the following words and phrases shall have the indicated meanings:

**a. Administrative Overhead:** Any dollar expended or coordinated by County for Early Learning Services that is not spent directly on services for children or on preparing and evaluating services for children. This is the cost of operating administrative functions supporting the delivery of Early Learning Services within County or an Early Learning Service Provider, and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies and phones. If individuals spend more than 15% of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.

**b. Age of Onset Services:** The age at which a child begins to receive Early Learning Services – including home based services, Respite Care, early learning experiences or developmental screening – funded in whole or in part by the State of Oregon.

**c. At Risk:** Oregon Laws 2012, Chapter 37, section 12 sets forth a statutory definition of what “At Risk” means for children in the Early Learning System: “At Risk means a child who is at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.”

**d. Coverage Area:** The geographic area in which County will be coordinating Early Learning Services and providing the services required by this Agreement.

**e. Early Learning Hub or Hub:** The full range of Early Learning Services in the Coverage Area coordinated by a designated entity and designed to produce better Outcomes for children and families in the following areas: increasing the number of children who arrive at kindergarten ready to learn, increasing family stability, increasing the coordination and efficacy of the Early Learning System in order to attain Oregon’s 40-40-20 Educational Goal.

- f. Early Learning Services:** Any service that supports the development of a child, allowing them to arrive at kindergarten prepared to learn. Early Learning Services include, but are not limited to: early education and child care settings, home visiting services, Respite Care, and developmental screening.
- g. Early Learning Service Provider or Provider:** Any entity or professional working in early learning and development programs including but not limited to center-based and family child care providers, infant and toddler specialists, early intervention specialists and early childhood special educators, home visitors, Respite Care providers, related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.
- h. Early Learning System:** The full range of Early Learning Services, spanning health care, human services, early childhood education and private sector programs.
- i. Goal:** Long range expression of success for a population of children/families.
- j. Key Activities:** Actions and strategies that lead to Outcomes and are important steps to achieve the Goals.
- k. Kindergarten Assessment (KA):** An assessment given to all Oregon kindergartners to measure areas of school readiness.
- l. Metric:** Any type of quantitative gauge used in the practice of performance measurement and management.
- m. Outcome:** The end result of a Key Activity or strategy. Outcomes indicate progress toward the overall Goal(s). Outcomes are expressed through Targets set year to year.
- n. Patient-Centered Primary Care Home (PCPCH):** A health care clinic that has been recognized for its commitment to patient-centered care.
- o. Performance Based Contracting:** The State expectation of performance against Goals in returned for continued contracting.
- p. Quality Rating Improvement System (QRIS):** A systemic approach to assess, improve, and communicate the level of quality in early learning and development programs.
- q. Respite Care:** Planned or crisis related short-term relief for families and primary caregivers to restore and strengthen the family's ability to continue providing care for At-Risk children.

r. **Served/service:** Service is meant to count interventions that will change Outcomes for children. The Early Learning Council recognizes that each type of Early Learning Service Provider has a different definition for what it means to have “Served” a child. For purposes of this Agreement, it is sufficient to use the Early Learning Service provider’s individual programmatic definitions.

s. **Target:** The specific level of a Metric to achieve by a certain date. Targets should be ambitious but achievable (for example, Targets should not be so easy that 100 percent achievement is virtually assured and not so hard that 100 percent achievement is virtually impossible).

t. **Target Population:** The portion of children and families in the Coverage Area which an Early Learning Hub will be focusing its coordination of Early Learning Services.

u. **Work Plan:** Identification of Key Activities the County will perform, Metrics the County will use, and Outcomes, and Targets that the County will be accountable for.

**2. Governance:**

County shall:

- a. Establish and maintain a Governance Structure as identified in Attachment 1 – Governance Structure.
- b. Provide 30 day prior written notice to ELC Chair and ELD Agreement Administrator for proposed governance structure design changes.
- c. Implement the decision making process outlined in Attachment 1.

**3. Work Plan**

County shall:

- a. Develop and submit to the ELD Agreement Administrator for review and approval, a yearly Work Plan describing County’s planned strategies and Key Activities to achieve the Targets and Outcomes set forth in Attachment 3 and complete the Work required by this Agreement.
- b. If County desires to adjust a previously approved Work Plan, County shall submit the proposed Work Plan adjustments to the ELD Agreement Administrator for review and approval. Work Plan adjustment may be submitted quarterly at the time of performance data and learning dialogues reviews.

**4. Coverage Area:**

County shall:

- a. Provide services, required by this Agreement, in Clackamas County.
- b. Negotiate additional services areas as requested by ELD.

**5. Coordinated Service Delivery**

County shall, in its Coverage Area:

- a. Function as the coordination body to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources, all to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3. If necessary Early Learning Services are not available in the Coverage Area or existing providers of necessary Early Learning Services have insufficient capacity in the Coverage Area (other than those services identified in subsections e. and f. below, which County may provide directly or through sub-contracts without regard to current availability or capacity and without further approval from the ELD Agreement Administrator), County may, with the prior written consent of the ELD Agreement Administrator, subcontract for the delivery of those services.
- b. Coordinate with Early Learning Service Providers in the Coverage Area to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3, with specific focus on the Target Population. Contractor has designated the following as its Target Population: 20,000 At-Risk children.
- c. Complete a Provider self-readiness assessment with any subcontracted Provider within 90 days of a signed provider subcontract in order to ensure a Provider is set up to deliver Outcomes.
- d. Create the following and provide to the ELD Agreement Administrator upon request:
  - (1) Performance-based subcontracts for any subcontracted Providers, with assistance from ELD as needed, focusing on achieving specified Outcomes.
  - (2) Memoranda of understanding with the collaborators identified in Attachment 2 – Formalized Collaborative Relationships. Each MOU must at a minimum include indication that County and the collaborator will:

- A. Engage families to increase the overall participation of children in Clackamas Early Learning Hub programs and ensure families are served in a timely manner
- B. Provide staff and support in engaging families in the design, planning, and implementation of the Clackamas Early Learning Hub system
- C. Assist in the integration of region-wide early childhood, family support and education professional development and career advancement with key partners.
- D. Provide ongoing support in the continued development and subsequent annual review and update of the 5 year strategic plan for the Clackamas Early Learning Hub.
- E. Provide ongoing program support in the implementation of identified strategies within the 5 year strategic plan, and provide feedback in the design, coordination and implementation of data collection tools working towards an integrated data collection system.
- F. Integrate and implement early screening assessment efforts to support children for school readiness in order to provide increased early interventions and increase the number of children ready for kindergarten.
- G. Participate in the ongoing development and review of an inventory of early childhood services including a care delivery model to integrate services that include involvement in periodic countywide needs assessments of the early childhood delivery system
- H. Identify and capitalize on opportunities for and participation in collaborative efforts to overcome barriers in connecting district public schools.
- I. Annually participate in the creation and update of a locally focused comprehensive children's budget modeled on the state level comprehensive children's budget; thereby, ensuring that program funds and in-kind are directed to one or more of the three targeted early learning outcomes.
- J. Participate in learning dialogues with other Clackamas partners and Early Learning Service Providers to build understanding on the meaning behind quarterly performance data.
- K. Identify and capitalize on opportunities for and participation in collaborative and coordination efforts in services provided by Clackamas region system of public health care and services available through county health departments, CCO and medical professionals.
- L. Identify and capitalize on opportunities for and participation in collaborative and coordination efforts in services provided among federally funded, state funded and county programs.
- M. Make recommendations and support efforts to ensure the most efficient and effective ways funds are braided through state and

federal funding streams for early childhood and child care programs to ensure there is no overlap or duplication of services and to increase cost efficiencies.

- N. Developing recommendations for Clackamas Early Learning Hub contracted services, required for fiscal and program outcome reports.
- O. Work with the Clackamas Early Learning Hub to participate in dialogue with the Oregon Early Learning Council on how to most effectively create a high-quality early childhood system. Ensure that Clackamas County early learning services are effectively integrated as new programming is developed.

- e. Provide directly or through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1.
- f. Provide directly or through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.

## **6. Community and State Collaboration**

County shall, in its Coverage Area:

- a. Serve as the backbone organization for a cross-sector, community collaborative action to achieve the Outcomes described in this Agreement, including but not restricted to:
  - (1) Coordination of developmental screening services,
  - (2) Establishment of a county-wide social emotional framework for children and their families,
  - (3) Establishment of linkages to a coordinated referral system which would include the BabyLink referral line, the Family Education Support Network website, 211Info/Fam, Child Care Resource and Referral among others.
  - (4) Development of coordinated home visiting programming which would include the expansion of BabyLink referral line beyond birth to 3 years of age with Head Start, Oregon Pre-K, and Early Intervention/Early Childhood Special Education among others
  - (5) Expansion of family resource coordination efforts in elementary school PreventNet sites that would assist early childhood families in their transition into kindergarten
  - (6) Establishment of greater linkages between health providers, CCO's and early childhood providers in such ways as the development of strong partnerships in the Cover Oregon outreach collaborative, and the Oregon Pediatric Society's Screening Tool and Referral Training program (START).



- b. Collaborate with local Coordinated Care Organizations (CCO) to meet the terms of community assessment mandated by SB 436.
- c. Collaborate with the joint Early Learning Council/Health Policy Board subcommittee on policy and implementation issues related to the connection between early learning and health care.
- d. Participate in planning and implementing ELD funded statewide campaigns related to quality child care, kindergarten readiness and the importance of developmental screening.
- e. Participate in quarterly ELD-facilitated learning collaboratives focused on overall challenges and opportunities facing Early Learning Hubs.
- f. Designate an appropriate County staff, governing body member, and/or collaborator to participate in Early Learning Division/Oregon Health Authority Transformation Center shared learning collaborative focused specifically on policy issues related to health/early learning alignment.
- g. Designate an appropriate County staff, governing body member, and/or collaborator to participate in other learning collaborative efforts as they emerge.
- h. Work productively and proactively with ELD assigned coach, including participation in:
  - (1) Regular phone calls;
  - (2) Quarterly site visits by the coach; and
  - (3) Quarterly learning dialogues with coach focusing on progress toward Goals.
- i. Participate in equity training and technical assistance activities with the Early Learning Division and other Early Learning Hubs.

**7. Performance Standards and Outcomes**

County shall:

- a. Recognize that the strategies and Key Activities identified in County's Work Plan should roll up into comprehensive Outcomes and Targets identified in **Attachment 3– Outcomes and Targets**.
- b. In collaboration with ELD, update on an annual basis the performance Targets for each of the performance Metrics in Attachment 3.

- c. Achieve annual Targets set forth in Attachment 3.
- d. Meet the highest standards prevalent in the industry or business most closely involved in providing services under this Agreement.

**8. Data and Reporting Requirements**

County shall:

- a. Provide input and feedback to ELD to design data collection tools including:
  - (1) Data collection requirements;
  - (2) Methodology for collection of data;
  - (3) Coordinating the collection of data;
  - (4) Rolling out collection of data and associated business process to Early Learning Service Providers coordinated by County;
  - (5) Participating in quarterly learning dialogues to discuss progress in collecting and reporting data; and
  - (6) Provide feedback on functionality of data collection tools for improvement.
- b. Provide reports as follows:

Timeframe	Required reporting
By the 5 <sup>th</sup> of each Month for the previous Month.	- Report on actual number of At Risk children the County is coordinating services for, through Provider reports on the number of At Risk children Served.
October and April of each Year	- Report on actual number of At Risk children the County is coordinating services for, through Provider reports on the number of At Risk children Served. - Expenditure reports on all Early Learning Services coordinated through County - Administrative overhead % rate and assumptions on all Early Learning Services coordinated through County
June of each Year	- Report on actual number of At Risk children the County is coordinating services for, through provider reports on the number of At Risk children Served. - Expenditure reports on all Early Learning Services coordinated through County - Administrative overhead percentage rate and assumptions on all Early Learning Services coordinated through County - Progress toward Outcomes and Targets set forth in Attachment 3

- c. Work with ELD to provide additional data and information as needed for reports.

- d. Report annual progress on Outcomes and Targets by racial/ethnic sub groups where data is available to do so.
- e. Review and analyze data on early learning service disparities among racial/ethnic minorities and At Risk children living in poverty and develop strategies for course correction.

**9. Contract Administration**

County shall:

- a. Participate in ELD annual performance/contract reviews and learning dialogues.
- b. Address performance deficiencies with any subcontracted Providers including implementation of work plans to improve performance and take corrective action as needed.
- c. Participate in Quarterly learning dialogues.

**10. Budget Requirements:**

County shall:

- a. Develop an annual locally focused comprehensive children's budget that reflects the resources for all Early Learning Services coordinated by County in the Coverage Area, modeled on the state level comprehensive children's budget. Ensure funders are willing to establish shared Outcomes and support activities to achieve them. Ensure that coordinated and subcontracted service Providers are accountable to providing services in a cost efficient manner.
- b. Limit to no more than 15%, the portion of the funds coordinated for Early Learning Services in County's Coverage Area through June 30, 2015 that are expended on Administrative Overhead.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions

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

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

(2) In addition to the amount set forth in subsection (1) above,

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

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

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

b. In addition to the amounts set forth in subsection a above, but subject to the maximum amount specified in Section 3.a, ODE will, promptly after execution of this Agreement, make a one-time payment of \$25,000.00 to County to cover start-up costs. Start-up costs are the costs of hiring and training and program related expansion costs.

c. County shall send all invoices to ODE's Agreement Administrator at the address specified on page 1, or to any other address as ODE may indicate in writing to County. The invoice shall describe the work performed during the period covered by the invoice. County's claims to ODE for overdue payments on invoices are subject to ORS 293.462.

d. Payment will be made by ODE to the County monthly, on or after the first of each month following the month in which the services were performed, provided County is not in default hereunder and subject to receipt and approval by the ELD Agreement Administrator of County's invoice referenced above and County's

report as specified in **EXHIBIT A, Part 1, Statement of Work, Section 8. Data and Reporting Requirements.**

- e. County shall expend on the coordination of Early Learning Services in County's Coverage Area and from sources other than ODE, an amount equal to at least 25% of the amount paid to County under this Agreement.

**2. Travel Expenses.**

ODE shall not reimburse County for any travel expenses under this Agreement.

## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

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

#### 2. Amendments.

- a. ODE reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) ODE may extend the Agreement for additional periods, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODE's satisfaction with performance of the work or services provided by the County under this Agreement.
  - (2) ODE may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODE so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODE further reserves the right to amend the Statement of Work based on the original scope of work of RFA # 102-2183-14 for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

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

**3. Background Checks. Reserved.**

4. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agreement Administrator. The County will make immediate contact with the ODE office when media contact occurs. The Agreement Administrator will assist the County with an appropriate follow-up response for the media.

**5. Mandatory Reporting. Reserved**

6. **Nondiscrimination.** The County must provide services to ODE clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

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



law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

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

**b.** ODE represents and warrants as follows:

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

insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

**5. Funds Available and Authorized; Payments.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODE receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODE, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODE. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODE represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

- b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with all Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODE. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to ODE on a ODE-approved form. ODE is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODE, result in payments to County to which County is not entitled, ODE, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify ODE that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. Compliance with Law.** Nothing in this Agreement shall require County or ODE to act in violation of state or federal law or the Constitution of the State of Oregon.

**8. Ownership of Intellectual Property.**

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODE or County.
  - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Contractor is required to deliver to ODE pursuant to the Work.
- b. Original Works. All Work Product created by County pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of ODE. ODE and County agree that all Work Product is "work made for hire" of which ODE is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," County hereby irrevocably assigns to ODE any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODE's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in ODE. County forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c. In the event that Work Product is County Intellectual Property, a derivative work based on County Intellectual Property or a compilation that includes County Intellectual Property, County hereby grants to ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County Intellectual Property and the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.
- d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, County shall secure on ODE's behalf and in the name of ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.

- e. If state or federal law requires that ODE or County grant to the United States a license to any intellectual property, or if state or federal law requires that the ODE or the United States own the intellectual property, then County shall execute such further documents and instruments as ODE may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODE
- f. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODE may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODE to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

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

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

**11. Termination.**

a. County Termination. County may terminate this Agreement:

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

b. ODE Termination. ODE may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if ODE ODEs not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODE under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODE may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly, the Emergency Board, or the Governor reduces ODE's authorization for expenditure of funds to such a degree that ODE will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

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

**12. Effect of Termination**

- a. Entire Agreement.
  - (1) Upon termination of this Agreement, ODE shall have no further obligation to pay County under this Agreement.
  - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**13. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**15. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition,

County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that ODE and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

**16. Information Privacy/Security/Access. Reserved**

**17. Force Majeure.** Neither ODE nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODE or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODE may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

**18. Assignment of Agreement, Successors in Interest.**

- a. County shall not assign or transfer its interest in this Agreement without prior written approval of ODE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODE may deem necessary. No approval by ODE of any assignment or transfer of interest shall be deemed to create any obligation of ODE in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**19. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODE'S prior written consent. In addition to any other provisions ODE may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODE will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8,

15, 16, 18, 21, and 23 of this Exhibit B. ODE's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

21. **No Third Party Beneficiaries.** ODE and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODE to assist and enable ODE to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODE at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

**ODE:** **Lillie Gray**  
255 Capital Street NE  
Salem, OR 97301  
Telephone: 503-947-5647  
Facsimile: 503-378-5156



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

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

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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

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

- 33. Time is of the Essence.** County agrees that time is of the essence under this Agreement.

## EXHIBIT C

### Subcontractor Insurance Requirements

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

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

2. **Professional Liability.**

Required by ODE  Not required by ODE.

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

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**Commercial General Liability.**

Required by ODE  Not required by ODE.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODE. This insurance shall include personal injury liability, products and completed operations. Coverage shall be

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

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

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**Automobile Liability.**

Required by ODE  Not required by ODE.

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

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

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

3. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and ODE may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODE approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
4. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
5. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims

made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

## EXHIBIT D

### Required Federal Terms and Conditions

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

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

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** If the Activities and or Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a "covered entity" under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:
- a. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
  - b. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.



- c. **Consultation.** If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.
7. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Audits.**
  - a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
9. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
10. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to ODE clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i)

above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify ODE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODE clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
13. **Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
  - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
  - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
  - d. County shall make the disclosures required by this Section 14 to ODE. ODE reserves the right to take such action required by law, or where ODE has

discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 15. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:
- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
  - b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**EXHIBIT E**  
**Part 1**

**Great Start**  
**Program Requirements**

**1. Program Purpose**

County shall provide in the Coverage Area the Great Start Services described in Section 2 below. Contractor County shall design and deliver the Great Start Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Great Start Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.

**2. Great Start:**

- (a) Eligibility:** Prenatal services to expectant mothers, children 0 through six years of age and the children's families.
- (b) Services:** Programs and services in the Coverage Area that promote Outcomes identified in this Agreement including, but not limited to, research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness.

## EXHIBIT E

### Part 2

#### Family Support Services Program Requirements

#### 1. Program Purpose

Agency shall provide in the Coverage Area the Family Support Services described in Section 2 below. Agency shall design and deliver the Family Support Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Family Support Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.

#### 2. Family Support Services - Title IV-B(2)

(a) **Eligibility:** All children and their families.

(b) **Services:**

- (A) **Family Support Services:** Family Support Services means community-based services to promote the well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development. *US Department of Health and Human Services, Administration for Children and Families.*
- (B) Family Support Services must (1) be family-focused and targeted to the family and not only the child or other individual family member(s); (2) be focused on at-risk families so that the services will have an impact on the population that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies). Family Support Services (Title IV-B(2)) funds allocated may not be used for family preservation or family reunification services as these are services provided by DHS.
- (C) Family Support Services funds are federal Title IV-B(2). Use and expenditure of these funds must meet all federal requirements. Family Support Services may include:
  - (i) Services, including in-home visits, parent support groups, and other programs designed to improve parenting skills (by

reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health, and nutrition. Example of programs may include Parenting Classes, Parent-to-Parent Support, and In-Home Visitation classes;

- (ii) Respite care of children to provide temporary relief for parents and other caregivers including, for example, family respite care ;
- (iii) Structured activities involving parents and children to strengthen the parent-child relationship, including, for example, Healthy Families Oregon;
- (iv) Drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including, for example, family resource centers;
- (v) Transportation, information and referral services to afford families access to other community services, including child care, health care, nutrition programs, adult education literacy programs, legal services, and counseling and mentoring services, including, for example, Dial-a-Ride, child care referral, and outreach centers; and
- (vi) Early developmental screening of children to assess the needs of such children, and assistance to families in securing specific services to meet these needs, including, for example, Healthy Families Oregon.

3. **Title IV-B2 Family Support Services Funds.** When utilizing federal Title IV-B2 Family Support Services funds, Agency shall comply and require all Providers to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to Agency such documentation as Agency shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.

**Attachment 1  
Governance Structure**

Role	Composition	Responsibilities
<p>Advisory Committee for the Clackamas Early Learning Collaborative (ACCEL)</p>	<p>ACCEL consists of up to 25 members representing the following organizations:</p> <ul style="list-style-type: none"> <li>- Clackamas Commission on Children and Families</li> <li>- Clackamas Community College</li> <li>- Clackamas Community Health Divisions</li> <li>- Clackamas County Healthy Start</li> <li>- Clackamas County Housing Representative</li> <li>- Clackamas County Libraries</li> <li>- Clackamas County Relief Nursery</li> <li>- Clackamas Education Service District</li> <li>- Clackamas School Superintendent(s)</li> <li>- Hispanic Interagency Networking Team Representative</li> <li>- Local Alcohol and Drug Representative</li> <li>- Local Business Representative</li> <li>- Local Coordinated Care Organization</li> <li>- Local Corrections Representative</li> <li>- Local Domestic Violence Representative</li> <li>- Local Early Childhood Provider</li> <li>- Local Early Childhood Specialist</li> <li>- Local Faith Representative</li> <li>- Local Family Court</li> </ul>	<ul style="list-style-type: none"> <li>- Acknowledging families as central to the early learning system, develop recommendations for increasing the overall participation of children in programs and ensure families are served in a timely manner.</li> <li>- Identify opportunities for, and barriers to, collaboration and coordination with the services provided by Clackamas region public schools.</li> <li>- Identify opportunities for, and barriers to, collaboration and coordination with the services provided by Clackamas region system of public health care and services available through county health department.</li> <li>- Identify opportunities for, and barriers to, collaboration and coordination among federally funded, state funded and county programs.</li> <li>- Make recommendations on the most efficient and effective ways to braid state and federal funding streams for early childhood and child care</li> </ul>



	<p>Judge</p> <ul style="list-style-type: none"> <li>- Local Head Start</li> <li>- Local Nurse/Physician</li> <li>- Local Parent</li> <li>- Local Work Force/Business Representative</li> <li>- Department of Human Services – Clackamas Branch</li> </ul>	<p>programs to ensure there is no overlap or duplication of services and to increase cost efficiencies.</p> <ul style="list-style-type: none"> <li>- Develop recommendations for contracted services, required fiscal and program outcome reports.</li> <li>- Review program evaluations regarding high-quality early childhood programs</li> <li>- Develop recommendations regarding the establishment of a unified data collection system.</li> <li>- Review periodic countywide needs assessment.</li> <li>- Make recommendations to the Oregon Early Learning Council on how to most effectively create a high-quality early childhood system.</li> <li>- Develop an inventory of early childhood services and a care delivery model to integrate the identified services.</li> <li>- Make recommendations on how to screen early and comprehensively assess children for school readiness in order to provide increased early</li> </ul>
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		<p>interventions and increase the number of children ready for kindergarten.</p> <ul style="list-style-type: none"> <li>- Develop recommendations regarding region-wide early childhood, family support and education professional development and career advancement.</li> <li>- Ensure that Clackamas County early learning services are effectively integrated as new programming is developed.</li> <li>- Identify where gaps in services are and develop collaborative ways to alleviate those gaps.</li> </ul>
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**Attachment 2  
Formalized Collaborative Relationships**

<b>Entity Type</b>	<b>Specific partners</b>
<b>School Districts and K-12 Schools</b>	<ul style="list-style-type: none"> <li>- Canby School District</li> <li>- Colton School District</li> <li>- Estacada School District</li> <li>- Gladstone School District</li> <li>- North Clackamas School District</li> <li>- Molalla River School District</li> <li>- Oregon City School District #62</li> <li>- Oregon Trail School District</li> <li>- West Linn-Wilsonville School District</li> </ul>
<b>Counties and Local Governments</b>	<ul style="list-style-type: none"> <li>- Clackamas County Public Health</li> <li>- Clackamas County Behavioral Health</li> <li>- Housing Authority of Clackamas County</li> <li>- Clackamas County Social Services</li> <li>- Clackamas County Community Corrections</li> <li>- Department of Human Services</li> <li>- Libraries in Clackamas County</li> <li>- Clackamas Education Service District</li> <li>- Clackamas County Children's Commission</li> </ul>
<b>Coordinated Care Organizations &amp; Health</b>	<ul style="list-style-type: none"> <li>- Family Care, Inc.</li> <li>- Health Share of Oregon</li> <li>- Oregon Pediatric Society</li> </ul>
<b>Early Childhood Service Providers</b>	<ul style="list-style-type: none"> <li>- Child Care Resource and Referral of Clackamas County</li> <li>- Early Intervention and Early Childhood Special Education</li> <li>- ACCEL</li> <li>- Oregon Child Development Coalition</li> <li>- Healthy Families of Clackamas County</li> <li>- Child Care Development Services, Inc.</li> <li>- Metropolitan Family Services</li> <li>- Northwest Family Services, (NWFS)</li> <li>- Todos Juntos</li> <li>- Lifeworks NW</li> <li>- 211 Info</li> <li>- BabyLink</li> <li>- Children's Center</li> <li>- Clackamas Women's Services (CWS)</li> </ul>
<b>Private Sector</b>	<ul style="list-style-type: none"> <li>- Workforce Investment Council of Clackamas County</li> </ul>
<b>Higher Education</b>	<ul style="list-style-type: none"> <li>- Clackamas Community College</li> </ul>

**Attachment 3  
Outcomes and Targets**

**OUTCOME: Kindergarten Readiness:**

**Metric 1: Increase the number of high quality early learning and child care facilities in Coverage Area as measured by QRIS:**

	<b>Baseline</b>	<b>Targeted for Year 2 Improvement</b>	<b>Targeted Year 3 Improvement</b>
<b>QRIS</b>	Licensed facilities: 309		
	Commitment to quality: 2	Commitment to quality: 55	Commitment to quality: 65
	Three star: 0	Three star: 20	Three star: 25
	Four star: 1	Four star: 15	Four star: 18
	Five star: 1	Five star: 10	Five star: 12

**Metric 2: Increase performance on the KA for the Target Population**

	<b>Baseline</b>	<b>Targeted Year 2 Improvement:</b>	<b>Targeted Year 3 Improvement:</b>
<b>KA Results</b>	Early literacy letter names: 21.6/11.0	Early literacy letter names: 10%/50%	Early literacy letter names: 12%/60%
	Early literacy letter sounds: 8.4/4.4	Early literacy letter sounds: 15%/55%	Early literacy letter sounds: 16%/62%
	Early math numbers and operations: 8.4/6.9	Early math numbers and operations: 20%/30%	Early math numbers and operations: 20%/34%
	Approaches to learning self-regulation: 3.5/3.5	Approaches to learning self-regulation: 9%/9%	Approaches to learning self-regulation: 9%/9%

OUTCOME: Stable and Attached Families:

**Metric 3: Increase the number of children in the Target Population who receive developmental screening prior to age three**

	Baseline	Targeted Year 2 Improvement:	Targeted Year 3 Improvement:
<b>Developmental Screening</b>	Number of children in the Target Population who receive developmental screening prior to age three: 483	% increase of children in the Target Population who receive developmental screening prior to age three: 33%	% increase of children in the Target Population who receive developmental screening prior to age three: 36%

**Metric 4: Increase the number of children in the Target Population who are enrolled in a PCPCH:**

	Baseline	Targeted Year 2 Improvement:	Targeted Year 3 Improvement:
<b>PCPCH</b>	Number of children in the Target Population who are enrolled in a PCPCH: 787	% increase of children in the Target Population who are enrolled in a PCPCH: 91%	% increase of children in the Target Population who are enrolled in a PCPCH: 93%

**Metric 5: Decrease the number of children and families involved with the child welfare system as measured by:**

- Decreasing the number of children age 0 through 6 who enter foster care.
- Decrease the number of children age 0 through 6 who return to foster care.
- Increase the number of children involved with the child welfare system who are Served safely and equitably at home.

	Baseline	Year 2 Trends	Targeted Year 3 Improvement:
<b>Involved in Child Welfare System</b>	Number of children age 0 through 6 who enter foster care: 158	County will observe trends in the number of children age 0 through 6 who enter foster care.	Decrease number of children age 0 through 6 who enter foster care: 10%
	Number of children age 0 through 6 who return to foster care: 7	County will observe trends in number of children age 0 through 6 who return to foster care.	Decrease number of children age 0 through 6 who return to foster care: 50%
	Number of children involved with the child welfare system who are Served safely and equitably at home: 11	County will observe trends in number of children involved with the child welfare system who are Served safely	Increase number of children involved with the child welfare system who are Served safely and equitably at home: 10%

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and equitably at home.

**OUTCOME: System Coordination**

Because the state of Oregon currently lacks a data system that can provide de-duplicated data across programs, systems and services, the Targets in the following Metrics will not serve as accountability Metrics and the Targets remain aspirational until Early Learning Hubs and the State collectively address the current data challenges.

**Metric 6: Decrease the cost of service – including Administrative Overhead -- across the Early Learning System.**

Baseline: \$809.00

13%

**Metric 7: Increase the number of At Risk children Served across the system.**

Baseline: 20,000

**Metric 8: Decrease the Age of Onset Services – connect At Risk children to services as early in life as possible.**

Baseline: 18 months

COPY

April 16, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Amendment #2 to an Intra-Agency Agreement with  
 Clackamas County Health Centers Division (CCBHD), Behavioral Health Clinic to  
provide Outpatient Mental Health Services

<b>Purpose/Outcomes</b>	To provide outpatient mental health services for people who are Oregon Health Plan (OHP) members' capitated to Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The contract does not contain an upper limit. This amendment will add funds totaling \$154,945.
<b>Funding Source</b>	Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective upon signature and terminates on June 30, 2015
<b>Previous Board Action</b>	The original contract was approved by the Board of County Commissioners on July 31, 2014 agenda item 073114-A5.
<b>Contact Person</b>	Jill Archer, Director – Behavioral Health Division – (503)742-5336
<b>Contract No.</b>	6812

**BACKGROUND:**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing & Human Services requests the approval of Amendment #2 to an Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD), Behavioral Health Clinic for outpatient mental health services for persons covered by Oregon Health Plan.

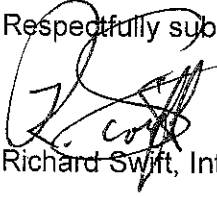
This Agreement provides outpatient mental health services which include an array of treatments such as individual and group therapy, skills training, case management and psychiatric services for persons enrolled in services through Clackamas County Behavioral Health Division. The Behavioral Health Division has partnered with Clackamas County Health Centers, Behavioral Health Clinic for behavioral health services since 2014. This contract is a continuation of these services.

This is a No Maximum agreement. However, amendment #2 adds funds in the amount of \$154,945. The Agreement is effective upon signature and terminates June 30, 2015.

**Recommendation**

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

Respectfully submitted

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

Richard Swift, Interim Director



**Contract Amendment  
Health, Housing and Human Services Department**

H3S Contract Number 6812 Board Agenda Number 073114-A5

and Date July 31, 2015

Division Behavioral Health Amendment No. 2

Contractor Clackamas County Health Centers

Amendment Requested By Jill Archer, Director

Changes:            Scope of Services    Contract Budget  
                          Contract Time    Other \_\_\_\_\_

**Justification for Amendment:**

This contract provides intercultural outpatient mental health services to Oregon Health Plan members Capitated to Clackamas County

This amendment adds language to the scope of work stated in Exhibit B, Compensation reflected in Exhibit C and Statement of General Conditions in Exhibit D. Also, in Exhibit D language will be removed with regards to Notice of Actions. This amendment will also add a new exhibit with the approved proposal as part of the whole contract. The amendment will also update the EXHIBIT indication

Maximum compensation for this contract is set with no maximum. However, this amendment adds incentive funds in the amount of \$154,945, billable separately from services provided. This amendment is effective **upon signature** and continues through **June 30, 2015**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

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**AMEND:**

**EXHIBIT D (signature Page # 3)**

**GENERAL PERFORMANCE STANDARDS**

**TO READ:**

***EXHIBIT D***

***STATEMENT OF GENERAL CONDITIONS***

**ADD TO: Exhibit B, Scope of Work**

**CONTRACTOR has submitted a proposal and received approval to pilot the implementation of an outcome tool. The approval proposal is attached and made a part of this contract. This includes a description of how the CONTRACTOR will:**

- **Implement at least one approved tool by 3/31/15.**
- **Achieve commitment from leadership to ensure that clinical staff have received training on outcome based care and are actively using the tool(s) with their clients.**
- **Ensure a sustainable training plan for all staff.**

**Program Performance Measure**

**CONTRACTOR will submit a progress report by June 15<sup>th</sup>, 2015, demonstrating at least 50% milestone achieved.**

**Exhibit C, Compensation**

**Funds will be distributed at 40% upon receipt of accepted written plan and the remaining 60% will be distributed on completion of at least 50% milestone achieved, and must be dispersed by June 30<sup>th</sup>, 2015.**

**Compensation**

**Total award amount is: \$154,945**

**Amount available on execution of contract amendment: \$61,978 (40%)**

**Remainder available on approval of progress report: \$92,967 (60%)**

**Please submit an invoice to:**

**Clackamas County Behavioral Health Division  
Attn: Jill Archer  
2051 Kaen Road, # 154  
Oregon City, OR 97045**

**Or electronically to:**

**Jarcher@clackamas.us**

**Exhibit D, Statement of General Conditions**

**7. Reporting**

**e. Critical Incidents**

**AGENCY shall report all critical incidents. A critical incident is an unexpected occurrence that occurs on the premises of a program, or one that involves program staff and/or a service delivery activity which results in: death or serious physical or psychological injury, or the risk thereof; clear and present risk to public safety; major illness or accident; act of physical aggression; any other unusual incident that presents a risk to health and safety. Critical incidents also include the death of any clients.**

**ADD: EXHIBIT E, Approved Proposal**

**HEALTH SHARE OF OREGON  
CLACKAMAS, MULTNOMAH, WASHINGTON**

**TREAT TO TARGET**

**SUBMISSION FORM**

**PHASE ONE-PART A**

As part of the implementation of Treat to Target for behavioral health services, eligible providers may seek incentive funds to support the implementation of outcome based care.

Eligible providers include those that have been involved in the global budget/case rate workgroup and those providers remained on FFS during the transition year but are moving to case rates January 1<sup>st</sup>, 2015.

Funds will be distributed at 40% upon receipt of accepted written plan that demonstrates the requirements described in each phase. The remaining 60% will be distributed on completion of at least 50% milestones achieved, and must be dispersed by June 30<sup>th</sup>, 2015.

For the first distribution, providers must meet Phase One requirements which include piloting **one tool** in the county of each RAE from which they are requesting funds. Each RAE will have base funding available and the remaining funds will be distributed based on the RAE's market share, on top of the base rate. Providers may be using multiple tools but for Phase One are only required to report the piloting of one tool.

Instructions:

For consideration for an incentive payment, complete the following submission form. Please submit completed form to appropriate RAE(s) no later than May 1<sup>st</sup> to ensure distribution of funds by June 30, 2015.

<b>Contact Information</b>	
<u>Contact Person</u>	First Name: Tracy MI: M. Last Name: Garell Suffix (MD, RN, etc): LCSW Job Title: Behavioral Health Center Manager
Provider Organization	Clackamas County Health Centers- Behavioral Health Centers
Street Address	998 Library Court
City/State/Zip code	City: Oregon City State: OR Zip: 97045
Telephone number	503-723-4803
FAX number	503-655-8429
Email address	tgarell@clackamas.us

<b>Phase One, Part A</b>	
<b>Establishing Readiness</b>	
<ul style="list-style-type: none"> <li>• Participation in selection of outcome tool               <ul style="list-style-type: none"> <li>• Implement at least one tool by 1/31/15</li> </ul> </li> <li>• Commitment from leadership to ensure clinical staff have received training on outcome based care and are actively using the tool(s) with their clients</li> </ul>	
<b>Description of Measure or Tool</b>	
<b>Name of measurement</b>	ACORN
<b>Population or program to be measured</b>	(Client population or program measured) Adult (18 and older) Outpatient (mental health & co-occurring) and Child & Family (6-18 years old) Outpatient (mental health& co-occurring).
<b>Source of measurement information</b>	(Self report/Caregiver or Clinician Report) Self report from client, as per ACORN. The ACORN database and clinician's toolkit will also be used for measurement information.

<b>What are you measuring through this process?</b>	<p>(Check a box)</p> <p><input checked="" type="checkbox"/> Client Engagement( Alliance)                      Improvement in Function</p> <p>Improvement in Relationships                      <input checked="" type="checkbox"/> Reduction in symptoms</p>
<b>Frequency of measurement</b>	<p>(How often will measurements be conducted?)</p> <p>Clients will complete a baseline ACORN upon intake and will complete an ACORN assessment at subsequent individual service appointments. Frequency will depend on client's schedule of individual service appointments.</p>
<b>Relationship to clinical outcome</b>	<p>(How does your organization intend to use the selected tool to help achieve clinical outcome goals?)</p> <p>We, at Clackamas County Behavioral Health Centers, are committed to improving client service delivery and client outcomes. We will use the tool to help guide treatment progress and to augment treatment services or modalities as indicated. The tool will also be used with clients in their individual sessions to discuss progress toward treatment goals, their ACORN self-reported global distress scores, and perception of alliance with their therapist. All of these factors can have a significant impact on the clinical outcome.</p>

<b>Measure Testing</b>	
<b>Benchmarks</b>	<p>(Identify the benchmarks for this measure which your organization will be measuring against including: 1) % of staff who will use the tool; 2) Estimated number of clients in which the tool will be administered; 3) How supervisors will review the use of the tool by staff during clinical supervision)</p> <p>1) 70% of the target population (as measured by the # of unique client entries vs. the # of eligible visits) will complete an ACORN assessment.            2) At least 60% of clients will complete a repeat ACORN assessment.            3) At least 50% of the clinicians using the ACORN will spend 20 minutes/month total time on line using the tool kit.            4) Clinical supervisors will use the on line ACORN tool kit at least once a quarter with each clinician using the ACORN during clinical supervision, as reported by clinician and supervisor and documented in supervision notes.</p>
<b>Interrater reliability</b>	<p>(For clinician initiated tools, how will your organization determine Interrater effect on this measure?)</p> <p>N/A. The ACORN is not a clinician initiated tool.</p>
<b>Staff Involvement</b>	
<b>Strategy</b>	<p>(What strategies will be deployed to increase staff buy-in)</p> <p>We will utilize the help of several staff champions and early adopters of the ACORN to increase staff buy-in among their colleagues. In addition, we will share benchmark data with all staff on a quarterly basis, thus spreading awareness and buy-in. Finally, supervisors will work closely with staff to identify barriers to buy-in, and whenever possible those barriers will be reduced.</p>

<p><b>Training</b></p>	<p><b>(What training needs have been identified as part of implementation)</b>          Clinicians and Supervisors will take part in multi-modal training (in person, video, and manual) exploring ways in which the ACORN could be used in sessions and in clinical supervision. Clinicians and supervisors will report an increase in their proficiency in utilizing the ACORN tool kit.          More specifically, at All Staff meeting, 4/8/15, staff will engage in 30 minute training which will include both Jeb Brown via WebEx, as well as two staff champions, focusing on the topic of: best clinical practice in use of ACORN. Staff will be provided with a handout of material covered, including slides on use of the ToolKit. At the conclusion of the All Staff meeting, staff will be invited to give input (via written survey) re: further training topics desired/needed. This feedback will be used to inform trainings to be provided at Team meetings (Quarterly) and in Clinical Supervision (as needed). In addition, the feedback will be used to inform the creation of training videos to be created by Clinical Informatics, the creator of ACORN, and made available to staff on an as needed basis.</p>
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**REMOVE: Exhibit D, Statement of General Conditions**

**3. Clinical Standards**

**e. Standards of Care**

**(8) AGENCY shall have written policies and procedures that insure individuals receive a Notice of Action when service is denied, terminated, suspended or reduced without the client's agreement.**

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

**Clackamas County Health Centers**

By:   
 Deborah Cockrell, Director

\_\_\_\_\_  
 Date  
 2051 Kaen Road  
 Street Address  
 Oregon City, Oregon 97045  
 City/State/Zip  
 (503) 742-5945  
 Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
 Richard Swift, Interim Director  
 Health, Housing and Human Services Department

\_\_\_\_\_  
 Date

April 16, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #4400000571, Amendment #1  
with Multnomah County Dept. of County Human Services,  
Aging & Disability Services Division

<b>Purpose/Outcomes</b>	To provide care transitions services for Medicare eligible persons who reside in Clackamas County who are being discharged after a hospitalization to reduce their chance of re-hospitalization.
<b>Dollar Amount and Fiscal Impact</b>	Amendment total is \$243,968 for a new total agreement of \$426,920. The contract is funded through the Multnomah County provider agreement with the Center for Medicare & Medicaid Services
<b>Funding Source</b>	The Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	Reduction in re-hospitalizations
<b>Duration</b>	Effective April 1, 2013 and terminates on September 30, 2015
<b>Previous Board Action</b>	072513-A5
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6331

**BACKGROUND:**

Clackamas County Social Services, as part of the Metro Aging & Disability Resource Connection Consortium (Metro ADRC), participates with the Metro Care Transitions Collaborative (MCTC) program which is a joint effort of the four Area Agencies on Aging in the region and four medical systems. Multnomah County Aging & Disability Services Division (Multnomah ADS) is serving as the lead agency and fiscal agent. This amendment adds funding and extends the termination date of the original contract.

The goal of the MCTC is to provide Coleman model care transition services to persons identified by the participating hospitals that meet the eligibility criteria. This 4-week community or hospital-based intervention program was developed by Eric Coleman. This approved evidenced based program utilized trained "transition coaches" to do a hospital visit, home visit, and three follow-up phone calls with eligible participants. The eligibility criteria for the program are: Medicare fee-for-service, resides in one of the four participating counties, and has one of the targeted diagnoses and a primary or secondary reason for hospital admission. Persons that meet these criteria will receive coaching from a Care Transitions Coach to assist them in successfully transitioning back to home with minimal risk of re-hospitalization.

This amendment to the agreement is late due to Multnomah County not being able to release agreements to the other participating counties until their funding source released their agreement. This resulted in the delay of Multnomah County sending out its agreements. This agreement is effective April 1, 2013 through September 30, 2015. No County General Funds are involved in this agreement. The original agreement was reviewed and approved by County Council on July 10, 2013

**RECOMMENDATION:**

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

Respectfully submitted,

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

Richard Swift, Interim Director



**MULTNOMAH COUNTY**  
**INTERGOVERNMENTAL AGREEMENT AMENDMENT**  
*(Amendment to change Contract provisions during contract term.)*

Contract Number 4400000571 Amendment No. 1

This is an amendment to Multnomah County's Contract referenced above effective April 1, 2015 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County Social Services Division, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 4400000571:
  - a. The term of this agreement is extended for six (6) months through September 30, 2015.
  - b. The Contract estimated maximum value, including expenses, is increased from \$182,952 to \$426,920.
2. All other terms and conditions of the Contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

**CONTRACTOR:**

County Chair or Designee: Debraun Kufoniyiles  
Date: 4/1/15  
Dept Director or Designee: [Signature]  
Date: 4-1-2015

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney N/A  
Date: \_\_\_\_\_

Approved as to form by: \_\_\_\_\_  
Date: \_\_\_\_\_

COPY

Richard Swift  
Interim Director

April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Renewal of an Intergovernmental Agreement with  
the State of Oregon, Department of Consumer and Business Services,  
Senior Health Insurance Benefits Assistance (SHIBA)

<b>Purpose/Outcomes</b>	To support the activities of the Social Services' Volunteer Connection SHIBA Program to provide information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters.
<b>Dollar Amount and Fiscal Impact</b>	This is a revenue agreement for \$16,000
<b>Funding Source</b>	State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) fiscal year 2015-2016. There is no requirement for Matching Funds. County General Funds are not involved.
<b>Safety Impact</b>	None
<b>Duration</b>	April 1, 2015 through March 31, 2016
<b>Previous Board Action</b>	The original agreement was approved by the Board of County Commissioners on May 31, 2012 - agenda item 053112-A9
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503)655-8641
<b>Contract No.</b>	7093

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests the approval of a renewal of an Intergovernmental Agreement with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) supporting Social Services' Volunteer Connection SHIBA Program. The SHIBA program provides information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters

The Volunteer Connection program within Clackamas County Social Services has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to Medicare and other health insurance. The program provides education through the fraud hotline, SHIBA helpline, and at large group presentations. In addition, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events at locations such as low cost housing units. Information presented has included financial assistance for citizens with limited resources, preventing Medicare fraud, identity theft and do-not-call registration. These services are invaluable to our senior and disabled citizens.

This agreement is effective April 1, 2015 through March 31, 2016. It is retroactive due to receiving it from the State on March 23, 2015. This agreement was reviewed and approved by County Counsel on March 24, 2015.

*Healthy Families. Strong Communities.*

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

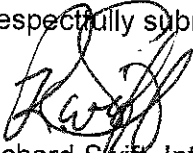
www.clackamas.us

Board of County Commissioners  
Senior Health Insurance Benefits Assistance (SHIBA)  
Page 2 of 2

**RECOMMENDATION:**

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

Respectfully submitted,

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

Richard Swift, Interim Director

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

This agreement is between **Clackamas County acting by and through its Health, Housing Human Services Department, Social Services Division** (hereinafter referred to as Subgrantee) and the **Senior Health Insurance Benefits Assistance (SHIBA) Program of the Department of Consumer and Business Services** (hereinafter referred to as SHIBA) for the local implementation and delivery of the federal State Health Insurance Assistance Program (SHIP) grant (CFDA 93.324). The Subgrantee will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters. This Agreement is 100% funded with Federal funds. The Contract Administrators of this Agreement are:

SHIBA	Clackamas County Health, Housing & Human Services Department, Social Services Division, Volunteer Connection
Contract Administrator: Lisa Emerson	Contract Administrator: Lois Orner
Title: SHIBA Program Coordinator	Title: Human Services Manager, Volunteer Connection
State of Oregon, Department of Consumer and Business Services, SHIBA 350 Winter Street NE, RM 330 P.O. Box 14480 Salem, OR 97309-0405 Phone: 503-947-7087 Fax: 503-947-7092  Email: lisa.emerson@oregon.gov	2051 Kaen Rd. #170 Oregon City, OR 97045 Direct: 503-655-8862 Fax: 503-650-5722 Email: LOrner@co.clackamas.or.us  FEIN: 93-6002286

## I. PURPOSE:

The State Health Insurance Assistance Program (SHIP) grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. This federal grant from the Administration for Community Living (ACL) helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although States have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each State program must encompass particular activities.

### Objectives:

1. Subgrantee will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
2. Subgrantee will conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

3. Subgrantee will increase and enhance beneficiary access to a counselor work force that is trained, certified and fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.
4. Subgrantee will participate in ACL education and communication activities, as required by SHIBA, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide ACL with information about the support and resources that SHIPs need to provide accurate and reliable counseling services.

## II. TERM OF AGREEMENT

This Agreement shall become effective on the date at which every party has signed this Agreement. This Agreement shall expire on **March 31, 2016** unless amended, terminated early in accordance with section VI, or if funds are no longer available.

## III. STATEMENT OF WORK

The Subgrantee shall:

1. Provide counseling and assistance to Medicare eligible individuals in need of health insurance information including:
  - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
  - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
  - c. Information regarding long-term care insurance.
  - d. Information regarding Medicaid programs, including Medicare Savings Programs.
  - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
  - f. Information regarding all Medicare health insurance coverage options.
  - g. Participate in the new health care marketplace as follows:

Where appropriate, SHIBA counselors may refer individuals to other appropriate programs and services including Cover Oregon, application assisters, partners, and state and federal resources.

SHIBA counselors will be trained to assist individuals who are dually eligible for Medicare and Medicaid, and be trained on changes to our state's Medicaid programs, in order to provide accurate counseling.

## SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

2. Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors. In achieving these efforts, the Subgrantee shall:
  - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
  - b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to reach beneficiaries, including rural communities.
  - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
  - d. Provide educational materials as necessary to assist in achieving these standards.
3. Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
4. Assure full accessibility of SHIBA services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIBA services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
5. Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
6. Request, as necessary, federal Unique Identifiers for staff and volunteers through state SHIBA office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
7. Assure that local SHIBA staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information.
8. Provide private on-site or local community counseling space in order for SHIBA volunteer counselors to be able to provide confidential, personalized counseling assistance to clients. At minimum, private space will have a phone, computer and access to a printer.
9. Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).

## SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

10. Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
11. Recruit and screen the staff and volunteer workforce for the program. As such, the Subgrantee shall:
  - a. Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials.
  - b. At minimum, annually host one two day New Volunteer Training with the appropriate amenities, e.g. water, coffee, tea and or juice and light snack. Contact State SHIBA Program Coordinator if supplemental funding is needed to meet this requirement. Federal funds are not to be used to pay for food or beverage unless reimbursed as meal per diem through qualifying travel status.
  - c. Ensure completion of the volunteer application form, federal fingerprint-based criminal background check and confidentiality/non-conflict of interest forms for all volunteers.
  - d. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
  - e. Ensure that all volunteers have satisfactorily completed their certification and notify the state SHIBA office upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and 10 hours of job-shadowed counseling sessions).
  - f. Ensure all volunteers achieve 12 recertification credits by Sept. 30 of each year.
  - g. Implement quality assurance protocols within the program.
  - h. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
  - i. Facilitate bi-monthly volunteer support meetings.
  - j. Create and support full local volunteer access to Internet-based information, training materials, counseling, and enrollment tools as necessary.
  - k. Train volunteers on the use of Internet-based counseling, SHIBA program tools, and Internet-based enrollment tools.
  - l. Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
  - m. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
  - n. Be responsible for the actions of the volunteers
12. Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIBA.

## SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

13. Sponsor at least one recognition event annually for SHIBA volunteers at a minimal cost.
14. Increase SHIBA participation in ACL education activities. The Subgrantee shall:
  - a. Ensure SHIBA Coordinator and Volunteers access to training materials through registration on <http://www.shiptacenter.org/>
  - b. Ensure that the SHIBA Coordinator sends local event information and outreach activities to the state SHIBA office for posting to the state SHIBA website calendar of events.
15. Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).
16. The Subgrantee shall make available to SHIBA copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the Subgrantee to provide these services. The Subgrantee agrees to grant the Federal Government, the Administration for Community Living (ACL), royalty-free, non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items.
17. All SHIBA materials published by the Subgrantee shall include the acknowledgement that "This publication has been created or produced by Subgrantee (official name) with financial assistance, in whole or in part, through a grant from the Administration for Community Living, the Federal agency." The Subgrantee shall use the SHIP logo and tagline on grant related publications. The Subgrantee shall also state that "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the HHS and SHIBA."
18. Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.
19. The Subgrantee will develop performance targets (with the assistance of State SHIBA office staff) in order to strive to meet the minimum attainment threshold (MAT) for the eight (8) National SHIP Performance Measures. The performance measure period is Oct. 1 through Sept. 30 of each year. Individual Subgrantee and statewide performance reports will be provided by the state SHIBA staff.
20. The Subgrantee shall establish the capability to send and receive e-mail and to access and download Internet published information in the provision of SHIBA services.
21. State SHIBA will monitor and assess programmatic records, reports and activities under this Agreement and a work plan will be developed to determine the effectiveness and efficiency of service delivery. State SHIBA and ACL or the appropriate designee shall have ready access to all reports and records relating to this



# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

Agreement, subject to the maintenance of client confidentiality required by all governing entities.

22. The Subgrantee is required to notify the State SHIBA Program Coordinator of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for Unique IDs issued.
23. Enter the following into the SHIPTalk National Performance Report (NPR), located on the web at <https://shipnpr.shiptalk.org/Default.aspx>, no later than the end of the month following to help the state meet ACL requirements.
  - a. Data for all Client Contacts
  - b. Data for all Public and Media Activities
24. Provide Resource Report data to the state SHIBA office by April 30 of each grant year for incorporation into the state's Annual Resource Report required by ACL. A Microsoft Excel template will be provided to Subgrantee by the state SHIBA office prior to reporting due date.
25. Provide the State SHIBA Program Coordinator or Designee information regarding upcoming events on a monthly basis and no later than the 10<sup>th</sup> day of the month prior to the event.
26. Provide information for input into the SHIP Grant Mid-term Report by September 15 of each year. A reporting form will be provided by the State SHIBA Program Coordinator. The Mid-term progress report covers the period of April 1 through August 31 of each grant year.
27. The Subgrantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
28. All records pertaining to the SHIP grant including NPR data shall be retained as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
29. Financial reports shall be required in accordance with State and Federal grant policies and procedures.

#### IV. CONSIDERATION AND USE OF FUNDS:

- a. SHIBA agrees to pay the Subgrantee **\$8000** on a semi-annual reimbursement basis for providing local SHIBA counseling services for **Clackamas County** and for the performing the duties and responsibilities outlined under this Agreement.

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

- \$16,000 is the not to exceed amount under this agreement. This payment shall be the sole monetary obligation of SHIBA, and the obligation to pay is limited by the provisions of Section VII, Termination. Payment of all federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Subgrantee.
- b. Subgrantee will not submit invoices for, and SHIBA will not pay any amount in excess of the maximum compensation amount set forth above. SHIBA will make interim payments to the Subgrantee following the review and approval of invoices submitted by Subgrantee.
  - c. The Subgrantee agrees to submit semi-annual invoices by Oct. 15 and April 15 for work completed under this Agreement not later than 30 days after expiration date of this Agreement.
  - d. All invoices shall be submitted to:  
SHIBA  
Attn: Lisa Emerson  
350 Winter ST. NE, Rm. 330  
Salem, Oregon 97301
  - e. All invoices shall itemize and explain all expenses for which reimbursement is claimed.
  - f. Payment of all invoices is subject to the approval of SHIBA.  
SHIBA certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the SHIBA's current appropriation or limitation.
  - g. SHIBA must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement #HHS-2012-CMS-CONT-SHIP and the 2014 SHIP Basic Grant Renewal Application. If SHIBA uses these funds for any purpose other than those awarded, then SHIBA may be required by to return the funds to the United States Treasury. Therefore, Subgrantee shall not use any amount of funds SHIBA pays to Subgrantee under this Agreement in a manner that could trigger the SHIBA's obligation to return the funds.

## V. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

## VI. TERMINATION

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

## VII. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public

enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

#### **VIII. ALTERNATIVE DISPUTE RESOLUTION**

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

#### **IX. INDEMNITY**

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

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

With respect to a Third Party Claim for which the Subgrantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Subgrantee shall contribute

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

**X. SUBGRANTEES**

Subgrantee shall take all reasonable steps to cause its first tier contractor(s) ("contractors") that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the contractor's officers, agents, employees ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subgrantee from and against any and all Claims.

**XI. CONTRACTOR INSURANCE REQUIREMENTS**

Subgrantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under agreement between Subgrantee and (the "contractor"), and ii) maintain the insurance in full force throughout the duration of the agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Subgrantee shall not authorize contractors to begin work under the agreement until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the agreements permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the agreements as permitted by the agreements, or pursuing

legal action to enforce the insurance requirements. In no event shall Subgrantee permit a contractor to work under an agreement when the Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subgrantee directly enters into an agreement.

**XII. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

**XIII. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS**

Subgrantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Subgrantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time. Unless exempt, Subgrantee shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Subgrantee, or to the Services or deliverables, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

**a. Audits**

Subgrantee shall comply and, if applicable, cause subcontractors or subgrantees to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The SHIBA reserves the right to audit, at the SHIBA's expense, all records pertinent to this Agreement.

**b. Miscellaneous Federal Provisions**

Subgrantee shall comply and cause all subcontractors or subgrantees to comply with all federal laws, regulations, and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

1. Age Discrimination Act of 1975,
2. Civil Rights Act of 1964 (Title VI),
3. Controlled Substances; Education Amendment of 1972 (Title IX),
4. Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504),
5. USA PATRIOT Act,
6. Americans with Disabilities Act of 1990,

# SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

7. Clean Air, Clean Water, EPA Regulations,
8. Energy Efficiency,
9. Truth in Lobbying,
10. Resource Conservation and Recovery,
11. Debarment and Suspension,
12. Pro-Children Act,
13. 15 CRF Part 14 , and
14. Office of Management and Budget (OMB) Circulars A-110 and A-122
15. Trafficking in Persons
16. "Pilot Program for Enhancement of Contractor Whistleblower Protections" of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013.

## **XIV. PARTNERSHIP**

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

## **XV. NO WAIVER OF CLAIMS**

The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

## **XVI. CONFIDENTIAL INFORMATION**

Subgrantee shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which SHIBA determines requires security measures, including confidential information created by SHIBA, gathered for SHIBA, or stored by SHIBA for external parties.

All requirements imposed on Subgrantee under this section shall also apply to its officers, employees, agents and subcontractors that have access to any SHIBA information computer system or other SHIBA Information Asset, and Subgrantee shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset. Subgrantee shall:

Cooperate with SHIBA in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to SHIBA within fourteen (14) calendar days of the date such information changes for any reason;

Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains

## SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1516-3

or transmits on behalf of SHIBA. Subgrantee security measures must be documented in writing and be available for review by SHIBA upon request. SHIBA's review of the reasonableness of security measures, as well as Subgrantee's compliance with SHIBA's assigned access control or security requirements, will take into account Subgrantee's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Prevent any unauthorized access to or disclosure of SHIBA's information systems and information assets;

Take necessary actions to comply with SHIBA's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by SHIBA;

Keep any SHIBA-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 Subgrantee and its agents or subcontractors in accordance with security requirements or access controls assigned by SHIBA; and make available to SHIBA, upon request, all information about Subgrantee's use or application of SHIBA access-controlled computer systems or Information Assets.

Report to SHIBA any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to SHIBA Information Assets. Subgrantee shall report in the following manner.

Report to SHIBA in writing within five (5) business days of the date on which Subgrantee becomes aware of such incident; and

Provide SHIBA the results of the incident assessment findings and resolution strategies.

Subgrantee shall comply with SHIBA 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.

If SHIBA determines that Subgrantee's security measures or actions required under this section are inadequate to address the security requirements of SHIBA, SHIBA will notify Subgrantee. SHIBA and Subgrantee may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to SHIBA cannot be agreed upon, SHIBA may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or SHIBA amending or terminating the Contract.

SHIBA may request additional information from Subgrantee related to security measures, and may change, suspend or terminate access to or use of a SHIBA computer system or Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Wrongful use of SHIBA computer systems, wrongful use or disclosure of Information Assets by Subgrantee, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access

**SHIBA SUBGRANTEE AGREEMENT**

Agreement # SHIBA1516-3

granted through this Agreement, in the sole discretion of SHIBA. SHIBA may also pursue any other legal remedies provided under the law.

**XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and superseded any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

**XVIII. SIGNATURES**

The undersigned hereby accepts the SHIP subgrant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

Clackamas County Health, Housing & Human Services Department, Social Services Division

\_\_\_\_\_  
Authorized Representative/designee      Date

Department of Consumer and Business Services, SHIBA

\_\_\_\_\_  
Authorized Representative/designee      Date

Department of Consumer and Business Services, Designated Procurement Officer

\_\_\_\_\_  
Authorized Representative/designee      Date



April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply for a Grant Renewal with  
the State of Oregon, Housing and Community Services Department to administer  
Community Resource Division Funds

<b>Purpose/Outcomes</b>	The Social Services Division is seeking approval to apply for a grant renewal with the State of Oregon, Housing and Community Services Department to administer Community Resource Division funds for a variety of Social Services programs in Clackamas as described below.
<b>Dollar Amount and Fiscal Impact</b>	Because the State budget has not yet been approved, this grant does not outline specific revenues. However, it is anticipated that this grant will result in an award equal to the previous award, which was slightly more than \$5.6 million dollars in revenues for the one-year grant period.
<b>Funding Source</b>	State of Oregon, Housing and Community Services Department, Community Resources Division. County General Funds are not involved.
<b>Safety Impact</b>	None
<b>Duration</b>	July 1, 2015 through June 30, 2016
<b>Previous Board Action</b>	The previous agreement was approved by the Board of County Commissioners on July 18, 2013 - agenda item 071813-A4
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503)655-8641
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval to apply for a grant renewal with the State of Oregon, Housing and Community Services Department (OHCS) to administer Community Resource Division (CRD) funds for a variety of SSD programs.

OHCS is Oregon's housing finance agency providing financial and program support to create and preserve opportunities for quality, affordable housing for Oregonians of lower and moderate income. OHCS was created in 1991 when the legislature merged the Oregon Housing Agency with State Community Services. The coordination between housing and services creates a continuum of programs that can assist and empower lower income individuals and families in their efforts to become self-reliant. OHCS administers Federal and State antipoverty, homeless, energy assistance, and community services programs.

To continue receiving these funds, Community Action agencies are required to conduct a planning process that assesses the local needs of low income people as established by ORS 458.505. The results of the process are apparent in design and implementation of our local programs through relevant CRD Work Plans that are written by SSD staff and included as part of the application process. The planning and application process will result in an executed agreement referred to as the Master Grant Agreement (MGA). The MGA will cover the period from July 1, 2014 through June 30, 2015.

The program and funding components included in the MGA are as follows:

Community Services Block Grant (CSBG): Federal funds designed to provide services to low income individuals including frail, elderly, disabled citizens.

State Homeless Assistance Program (SHAP): State of Oregon general funds designed to provide support to emergency shelter programs. In Clackamas County, these funds purchase shelter space at two emergency shelters: a shelter for survivors of domestic violence and their children operated by Clackamas Women's Services; and a shelter for families with children, the Annie Ross House, operated by Northwest Housing Alternatives, Inc.

Emergency Housing Assistance Program (EHA): State of Oregon general funds designed to provide housing and shelter related activities with their primary focus being a permanent solution to a household's housing needs. Programs funded by this source include support to the Clackamas County emergency shelters, housing related information and referral services, case management services to low income households, and shelter services to homeless youth.

Housing Stabilization Program (HSP): State of Oregon general funds designed to assist programs which secure stable housing for chronically homeless clients served by the State of Oregon, Department of Human Resources, Adult and Family Services Division. Program activities will focus on establishing clean credit histories, facilitating client understanding of resident and landlord rights and obligations, and money management skills.

Low Income Rental Housing Funds (LIHRF): State of Oregon general funds designed to provide short-term rental assistance to very low income households who are in danger of losing their rental units because of involuntary hardship or homelessness. Programs supported by this source include Bridges to Housing (B2H) permanent housing program.

Low Income Home Energy Assistance Program (LIHEAP): Federal funds designed to assist low income households with emphasis on elderly and disabled persons with unpaid winter utility bills.

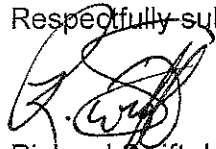
Oregon Energy Assistance Program (OEAP): Portland General Electric (PGE) generated funds designed to assist low income households with assistance payments directed toward their PGE bills.

Low Income Emergency Assistance Weatherization Program and Department of Energy Weatherization Program (WX): These programs will be operated directly by the County's Weatherization program.

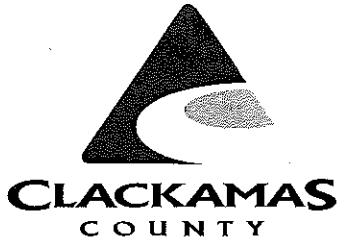
**RECOMMENDATION:**

Staff recommends the approval to apply for this grant renewal and further recommends the acceptance of the award, if funded, and that Richard Swift, H3S Interim Director be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

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

Richard Swift, Interim Director



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

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

April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment No. 10 to the Contract Documents with  
Moss Adams LLP for Annual Audit Services.

<b>Purpose/Outcome</b>	Amendment No.10 is for a contract with Moss Adams, LLP for annual audit services.
<b>Dollar Amount and Fiscal Impact</b>	The Contract is increased \$61,835 for 2015 audit services and actual fees incurred for work performed for the 6/30/2014 County A-133 Audit. This amended amount is budgeted in the proposed 2015-2016 budget and the expenditures for the previous audit are covered by appropriations in 2014-2015 budget.
<b>Funding Source</b>	County General Fund
<b>Safety Impact</b>	None
<b>Duration</b>	Effective April 15 <sup>th</sup> and terminates on April 30, 2016.
<b>Previous Board Action/Review</b>	The original contract was approved by the Board of County Commissioners on June 16, 2011 – BCC Approval# 061611IVB4
<b>Contact Person</b>	Christa Bosserman Wolfe, Audit Manager 503-742-5407

**BACKGROUND:** Moss Adams, LLP currently provides annual audit services for the County and all component units which also includes the County's A-133 audit. This is for the 4<sup>th</sup> and final year of renewals available under the terms of the existing contract.

Amendment No. 10 extends the contract through April 30, 2016 and adds appropriate funding to cover the extension.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff respectfully recommends the Board of County Commissioners approve this Amendment No.10 to a Professional, Technical, and Consultant Service Contract with Moss Adams LLP for Annual Audit Services.

Respectfully submitted,

Marc Gonzales, Finance Director  
Finance Department

**AMENDMENT #10 TO THE CONTRACT DOCUMENTS WITH MOSS ADAMS LLP FOR  
ANNUAL AUDIT SERVICES**

This Amendment #10, when signed by Moss Adams LLP ("Contractor") and Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and County entered into those certain contract documents for the provision of services dated June 16, 2011 (BCC approval #061611IVB4) as may be amended ("Contract");

WHEREAS, the Contractor and County desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contracts are amended as follows:

**SECTION I, COMPENSATION**

Renew the contract through April 30, 2016 for the Audit of the 2014-2015 fiscal year. This is the fourth (4<sup>th</sup>) and last of four renewals available under the terms of the contract.

The total not to exceed value of this contract shall not exceed \$411,125 (Original contract \$320,000 + Amendment #5, \$5,000 + Amendment 8, \$18,000 + Amendment 9, \$6,290 + Amendment #10 \$61,835)

**SECTION I. COMPENSATION:**

Original Contract	\$320,000
Amendment #1	Renewal #1 and FY 11/12 Scope of Work
Amendment #2	\$ 9,000 **
Amendment #3	\$ 8,800 **
Amendment #4	\$ 18,000**
Amendment # 5	\$ 5,000
	Renewal #2 and FY 12/13 Scope of Work
Amendment #6	Additional renewals
Amendment #7	\$ 9,450***
Amendment #8	\$ 18,000
Amendment #9	\$ 6,290
	Renewal #3 and FY 13/14 Scope of Work
Amendment #10	\$ 61,835
	<u>Renewal #4 and FY 14/15 Scope of Work</u>
Total contract value	\$411,125

\*\* changes specific to the FY 2011/2012 audit period, the work is not included in subsequent scopes of work; the work did not affect renewal value of the contract

\*\*\*changes specific to the 2012/2013 audit period, the work is not included in the subsequent scope or renewal value

**SECTION II. SERVICES TO BE PROVIDED:**

**Add Revised Attachment A, 2014-2015 Scope of Work dated March 2, 2015**

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

MOSS ADAMS LLP  
975 Oak Street  
Eugene, OR 97401

CLACKAMAS COUNTY  
BOARD OF COMMISSIONERS

LLP WASHINGTON  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

James C. Lanzacuta  
Authorized Signature

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

JAMES C. LANZACUTA, PARTNER  
Name, Title

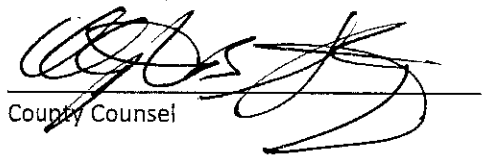
\_\_\_\_\_  
Date

3/26/15  
Date

REVIEWED AS TO FORM

541-686-1040  
Telephone Number

712938-81  
Oregon Business Registry #

  
County Counsel

## 2015 Proposed Audit Fees - Clackamas County March 3, 2015

		[A]	[B]		[C], [D]
	2014 Base Fee	Three Additional Major Programs Tested Due to High Risk in 2014	No Reliance Gained From Common Controls in 2014	2014 Base Fee Expanded for Single Audit	2015 Base Fee
HACC	\$ 40,170			\$ 40,170	\$ 41,375
WES	32,960			32,960	\$ 33,949
County CAFR	132,990			132,990	\$ 136,980
County A-133	89,610	22,860	27,000	139,470	\$ 143,654
NCPRD	22,660			22,660	\$ 23,340
CCDA	18,540			18,540	\$ 19,096
SD5	3,090			3,090	\$ 3,183
ELED	3,090			3,090	\$ 3,183
EXT4H	3,090			3,090	\$ 3,183
LIBSD	3,090			3,090	\$ 3,183
	<b>\$ 349,290</b>	<b>\$ 22,860</b>	<b>\$ 27,000</b>	<b>\$ 399,150</b>	<b>\$ 411,125</b>

**Explanation for fee increase:**

[A] We were unable to rely on the County's common controls in the 2014 single audit, and this resulted in significantly more time. We do not anticipate reliance on common controls for 2015, and we will plan on additional time needed for the 2015 single audit.

[B] The County's single audit required testing of 12 major programs. The County's single audit is anticipated to require up to 12 major programs for 2015. The 2015 single audit fee will plan on testing 12 major programs. Should less major programs require testing once the final SEFA is audited, we will reduce the single audit fee by \$11,500 for each major program reducing the total number of major programs from 12.

[C] 2015 fees are increased by 3% to keep up with the inflation of our new hire salaries (3% this past year).

[D] If more than 12 major programs require testing for the single audit, the fee for each additional major program is \$11,500/program.

# Approval of Previous Business Meeting Minutes:

March 26, 2015

(minutes attached)



# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

**Thursday, March 26, 2015 – 10:00 AM**

**Public Services Building  
2051 Kaen Rd., Oregon City, OR 97045**

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

## CALL TO ORDER

- Roll Call
- Pledge of Allegiance

## I. CITIZEN COMMUNICATION

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

1. David Wilder, Happy Valley – concerns regarding the Eagle Landing development.
2. Les Poole, Gladstone – spoke regarding Metro, Road funding, options for gas tax.

## II. PREVIOUSLY APPROVED LAND USE ISSUE *(No public testimony on this item)*

1. Board Order No. **2015-22** Approving a Previously Approved Comprehensive Plan Map Amendment and Zone Change Application and Conditional Use Permits for Karen Karlsson of Powerhouse Re Gen LLC and Bull Run Schoolhouse LLC  
Nate Boderman, County Counsel presented the staff report. This item was previously approved at the December 3, 2014 Land Use Hearing.

*~Board Discussion~*

### **MOTION:**

Commissioner Bernard: I move we approve the Board Order for a Comprehensive Plan Map Amendment and Zone Change Application and Conditional use permits for Karen Karlsson of Powerhouse RE Gen LLC and Bull Run Schoolhouse LLC as previously approved at the December 3, 2104 Land Use hearing.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

**Chair Ludlow announced the Board will recess as the Board of County Commissioners and convene as the County Extension and 4-H Service District on the next item.**

## III. PUBLIC HEARING

1. Resolution No. **2015-23** for a Clackamas County Extension and 4-H Service District Supplemental Budget (Greater than 10%) and Budget Reduction for FY 2014-2015  
Diane Padilla, Budget Manager presented the staff report.

*~Board Discussion~*

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

**MOTION:**

Commissioner Smith: I move we approve the Resolution for a Clackamas County Extension and 4-H Service District Supplemental Budget (greater than 10%) and Budget Reduction for fiscal Year 2014-2015.

Commissioner Bernard: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

Chair Ludlow announced the Board will adjourn as the County Extension and 4-H Service District and re-convene as the Board of County Commissioners for the remainder of the meeting.

**IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED~*

**V. CONSENT AGENDA**

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

**MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

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

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

1. Approval to Apply to the Oregon Department of Education, Oregon Early Learning Division Healthy Families Oregon for Request for Proposal to Provide Home Visiting Parenting Programs – *Children, Youth & Families*
2. Approval of an Intergovernmental Agreement with the North Clackamas School District to Provide Teen Mentor Program Services – *Children, Youth & Families*
3. Approval of an Intergovernmental Agreement Amendment No. 1 with Multnomah County Department of County Human Services, Aging and Disability Services Division to Provide Options Counseling and Gatekeeper Services – *Social Services*
4. Approval of a Memorandum of Understanding between Clackamas County and the Workforce Investment Council for the LEAP Forward's Strong Bond Program, a Continuation of an Innovative Partnership including, Clackamas County Jail, Clackamas County Community Corrections, Community Solutions of Clackamas County, Oregon Employment Department and Clackamas Community College for Linking Employment Activities (LEAP) -*Community Solutions*

**B. Elected Officials**

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

**C. Department of Finance**

1. Resolution No. **2015-24** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2014-2015
2. Resolution No. **2015-25** for Clackamas County for Transfer of Appropriation for Fiscal Year 2014-2015

**D. Business & Community Services**

1. Board Order No. **2015-26** Approving the Clackamas County Public Oral Auction to Disperse Tax Foreclosed & Surplus Properties on May 13, 2015
2. Board Order No. **2015-27** Approving a Revised Property Resource Policy

**E. Juvenile Department**

1. Approval of Amendment No. 5 to the Intergovernmental Agreement with Multnomah County for 17 Detention Beds for Juvenile and Ballot Measure 11 Offenders

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:53 AM**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Annual Operating Plan & Financial Plan with the USDA Forest Service for  
Cooperative Law Enforcement Services in the Mt. Hood National Forest

<b>Purpose/Outcome</b>	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
<b>Dollar Amount and Fiscal Impact</b>	The total calendar year 2015 operating plan is \$74,946.95. Law enforcement activities will be billed hourly.
<b>Funding Source</b>	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Safety Impact</b>	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
<b>Duration</b>	Effective upon signature and terminates on December 31, 2015.
<b>Previous Board Action/Review</b>	None.
<b>Contact Person</b>	Shane Strangfield, Lieutenant – office (503) 785-5081
<b>Contract No.</b>	FS Agreement No. 12-LE-11060600-009

## BACKGROUND:

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. This coverage is primarily between Memorial Day and Labor Day when the public is more active in the area. Two deputies are assigned including one on National Forest System lands within the Zigzag Ranger District and one within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites and dispersed areas.

This contract reimburses the Sheriff's Office for the cost of the deputies as well as associated support costs including vehicles and supervision.

## RECOMMENDATION:

Staff recommends the Board approve this cooperative agreement and authorizes Craig Roberts, Sheriff to sign on behalf of Clackamas County.

Respectfully submitted,

Matt Ellington, Undersheriff

*"Working Together to Make a Difference"*



**MODIFICATION OF GRANT OR AGREEMENT**

PAGE OF PAGES

1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 12-LE-11060600-009		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 3	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt Hood National Forest 16400 Champion Way Sandy, OR 97055			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): SAME		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas County Sheriff's Department 9101 SE Sunnybrook Blvd. Clackamas, OR 97015			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funds for CY 2015 not to exceed \$69,212.00
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add 2015 Operating & Financial Plan

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

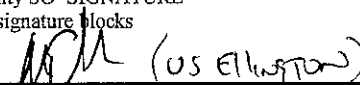
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
Annual Operating Plan - 2015

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2015 AOP attached

**11. SIGNATURES**

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Clackamas County SO SIGNATURE See ATTACHED for signature blocks  (Signature of Signatory Official)		11.B. DATE SIGNED 3/24/15		11.C. U.S. FOREST SERVICE SIGNATURE See ATTACHED for signature blocks  (Signature of Signatory Official)		11.D. DATE SIGNED	
11.E. NAME (type or print): Craig Roberts				11.F. NAME (type or print): Lisa Northrop			
11.G. TITLE (type or print): Sheriff				11.H. TITLE (type or print): Forest Supervisor, Mt. Hood NF			

**12. G&A REVIEW**

12.A. The authority and format of this modification have been reviewed and approved for signature by:  Olivia Reynolds U.S. Forest Service Grants & Agreements Specialist		12.B. DATE SIGNED 2/19/15	
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

Between The

**CLACKAMAS COUNTY SHERIFF'S DEPARTMENT**

And the

**USDA, FOREST SERVICE**

**MT. HOOD NATIONAL FOREST**

**2015 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-009 executed on June 6, 2013. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2015, through December 31, 2015.

Previous Year Carry-over: \$5,734.95

Fiscal Year Obligation: \$69,212.00

**FY 2015 Total Annual Operating Plan: \$74,946.95**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities:

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Shane Strangfield, Lieutenant Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5000 FAX: 503-785-5028 Email: shanestr@co.clackamas.or.us	Name: Nancy Artmann Address: 9101 SE Sunnybrook Blvd. City, State, Zip: Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: nartmann@co.clackamas.or.us



**Principle U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Andy Coriell, Captain Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Name: Maria Grevstad, Admin Assistant Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

July 1, 2014 – June 30, 2015

Wages at the prevailing rate of \$75.03 per hour and overtime rate of \$91.83.

July 1, 2015 – June 30, 2016

Wages at the prevailing rate of \$77.29 per hour and overtime rate of \$94.59.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 25, 2015, July 4, 2015 and September 7, 2015. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.

The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.





There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

***Zigzag Ranger District:***

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.  
Timothy Lake, and all lands and roads adjacent to Timothy Lake.  
Trillium Lake, and all lands and roads adjacent to Trillium Lake.  
Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

***Clackamas River Ranger District:***

Dispersed recreation areas east of Promontory Park on Hwy. 224  
Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.  
Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.  
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputies in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$74,946.95

**III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.*

**IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.*

- A. The Forest Service agrees to reimburse Clackamas County for equipment and supplies in an amount not to exceed \$1,000. All purchases must be approved by the Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The Forest Service may loan Clackamas County equipment as needed, when mutually agreed. While in possession of Clackamas County, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

**V. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

- 1. **Drug Enforcement:** This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

- 2. **Fire Emergency:** During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services and equipment beyond those provided under Section II-A and IV-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



3. **Group Gatherings/Other Situations:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

**C. Billing Documentation:**

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

USDA Forest Service  
Albuquerque Service Center  
Payments-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

**Invoices may also be faxed to:**

1-877-687-4894

FAX coversheet should be addressed to:

USDA Forest Service

ASC – Payments-Grants and Agreements

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:

1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Clackamas County certifies that the individuals listed in this document, as representatives of Clackamas County, are authorized to act in their respective areas for matters related to this instrument.



The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations  
Northern Oregon Zone  
ATTN: Andy Coriell, Captain  
16400 Champion Way  
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*



In witness whereof, the parties hereto have executed this Operating Plan as of the last date written below.

*MR* (U.S. Ellington)  
CRAIG ROBERTS, Sheriff  
Clackamas County

3/25/15  
Date

Chair, County Commission

Date

LISA NORTROP, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

BRYAN S. ROEMELING  
Special Agent in Charge  
Pacific Northwest Region

Date

*Kimberley A. Ybarra*  
Approved as to Form by  
**Kimberley A. Ybarra**  
Senior Assistant County Counsel

The authority and format of this instrument have been reviewed and approved for signature.

*Olivia Reynolds*  
Olivia Reynolds  
U.S. Forest Service Grants & Agreements Specialist

2/19/15  
Date

Burden Statement.

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**NANCY DRURY**  
DIRECTOR

**DEPARTMENT OF EMPLOYEE SERVICES**

**PUBLIC SERVICES BUILDING**

2051 KAEN ROAD | OREGON CITY, OR 97045

April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the  
Federation of Oregon Parole and Probation Officers (FOPPO)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$388,810
<b>Funding Source</b>	General Fund
<b>Safety Impact</b>	N/A
<b>Duration</b>	July 1, 2014 – June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Contact Person</b>	Julia Getchell, DES, 503/655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Employee Services has concluded negotiations with the Federation of Oregon Parole and Probation Officers (FOPPO). The union membership has voted to ratify the contract for fiscal years 2014-15, 2015-16, and 2016-17. The agreement that was ratified by the union is attached.

The significant wage and contract language changes are outlined below:

**Cost of Living Adjustment (COLA)**

- For fiscal year 2014-15, 2% based on CPI-W and effective the first day of the pay period after the ratification date, retroactive to July 1, 2014.
- For fiscal year 2015-16, 2% based on CPI-W effective July 1, 2015.
- For fiscal year 2016-17, 2-4.5% based on CPI-W effective July 1, 2016.

**Other Contract Changes**

- Increase number of Floating Holidays from one (1) to two (2) per year.
- Establish Traumatic Incident leave of up to seventy two (72) hours of paid administrative leave for any employee whose actions result in the serious injury or death of another person.

- Reimburse an employee for the reasonable cost of clothing, watches, prescription glasses or equipment required to work that is damaged while the employee is on duty and engaged in work on behalf of the County, and the damage was not due to employee negligence (limited to \$300 for glasses and \$100 for watches).

**RECOMMENDATION:**

Staff recommends the Board approve the attached contract for the Federation of Oregon Parole and Probation Officers (FOPPO) 2014 - 2017.

Respectfully submitted,

  
Nancy Drury, DES Director

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2014-2017 A G R E E M E N T  
between  
CLACKAMAS COUNTY, OREGON  
and  
FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS

**PREAMBLE**

This Agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the Federation.

The parties agree as follows:

**ARTICLE 1 - RECOGNITION**

Section 1. The County recognizes the Federation as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all County employees classified as Probation and Parole Officer I, II, and Probation and Parole Specialist and Probation and Parole Officer, Senior; except supervisory and confidential employees, temporary employees (those hired for a period of time not to exceed six months' continuous service in any given calendar year) and employees regularly working a schedule of less than 20 hours per week.

Section 2. The Federation and Community Corrections agree to meet twice a year regarding the utilization of temporary employees by Community Corrections. The meetings will be staffed by a representative from DES. The purpose of the meetings will be to assess Community Correction's use of temporary employees, the duration of their assignments and whether or not the positions should be converted to full time positions.

(MOU regarding the use of temporary employees from September 2008 carries forward).

**ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS**

The Federation recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.
2. The determination of the County's financial, budgetary and accounting procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the right to contract or subcontract any work.

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of his membership in the Federation.

**ARTICLE 3 - HOURS OF WORK**

**1. Work Period.**

Both parties agree that the members of this bargaining unit are law enforcement personnel under the meaning of the Fair Labor Standards Act and are therefore subject to Section 7k of that act. Overtime will be paid to employees covered by this agreement for any hours worked exceeding the maximum number of hours permitted within the specified work period. The work period shall be determined by the county. However, the work period shall be no less than fourteen (14) days nor more than twenty eight (28) days.

**2. Irregular Hours.**

It is recognized by both parties that employees in the bargaining unit work irregular hours in the performance of their duties.

**3. Overtime.**

The Union acknowledges that from time to time overtime work will be required. An employee who performs authorized work for more than eighty (80) hours in a fourteen (14)-day period shall be compensated at straight time for all hours worked up to eighty six (86) hours under the 7k work period. All hours worked in excess of eighty six (86) hours within the fourteen (14)-day work period shall be compensated at time and one half (1.5) their regular rate for each hour worked. Compensation for such hours will be in the form of compensatory time, or may be paid in cash at the County's discretion where budgeted funds are available.

**4. Work Schedule.**

Schedules shall be arranged in accordance with current work rules (See Appendix B) and the work day shall begin no earlier than 6:30 a.m. and end no later than 10:00 p.m. In light of the requirement that Adult Parole and Probation Officers must often work irregular hours and must also be flexible in the hours they work in order to meet caseload demands, it is recognized that Parole and Probation Officers may adjust or flex their work hours within the 80-hour, 14-day period referenced in Section 3 above, provided such flexing of hours does not create an overtime liability. Examples of situations that may require flexing of schedules include: caseload demands, planned medical/dental appointments, etc. When such action results in a work schedule change, the employee must notify his/her supervisor, and when practicable, receive prior permission from their supervisor to work those hours. It is understood that evening and weekend work is a recognized part of the PPO's irregular work schedule.

**5. Hours of Operation.**

The office shall be open and staffed to give service to the public during regular business hours Monday through Friday. However, these hours may be modified to meet the needs of clients and the public.

**ARTICLE 4 - HOLIDAYS**

**1. Holidays.**

The following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1st)
- Two Floating Holidays.
- Martin Luther King, Jr.'s Birthday (3rd Monday in Jan.)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)
- Every day appointed by the Board of County Commissioners as a holiday.

It is recognized by the parties that the floating holiday listed above shall be taken at the discretion of the employee and may be taken in conjunction with another holiday listed above or at any other time the employee may elect. Provided, however, that if the number of employees requesting a particular day off as a floating holiday would interfere with the need of the County to maintain sufficient staff to keep the office operating effectively that the County may require a reasonable number of employees to be available on a particular day. Time off for a floating holiday where this may occur will be allowed on the basis of seniority (that is, the most senior employees will be allowed the time off). New employees who qualify for paid holidays will be eligible for a floating holiday after ninety (90) days of employment. The floating holidays must be taken during the calendar year in which they are earned and may not be carried forward into the following calendar year.

**2. Weekend Holidays.**

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the holiday that year. If ever the holiday shall fall on a Saturday, the preceding Friday, shall be deemed to be the holiday.

**3. Holiday During Leave.**

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

**4. Holiday Work.**

If an employee works on any of the holidays listed above, s/he shall, in addition to his holiday pay, receive time off at one and one-half times provided in Article III Section 3 above.

**ARTICLE 5 - SICK LEAVE**

**1. Accrual.**

Employees shall accrue unlimited sick leave at the rate of eight (8) hours for each month worked, to be used in the event of their illness or illness of a member of their immediate family.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first day of that month.

Absence due to sickness in excess of three (3) consecutive days or three (3) or more non-consecutive absences within a calendar month may be required to be verified by a health care provider's (HCP) certificate at the order of the County.

**2. Bereavement.**

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence off with full pay in event of the death of a member of his or her immediate family for the purpose of making household adjustments and/or to attend the funeral. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to the approval by the Department Director.

Where deemed necessary after review by the Community Corrections Director, the employee may be granted up to two (2) additional days for travel time.

Consistent with the needs of the County and as approved by the Department Director, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current Clackamas County employee or retiree.

The bereavement leave provided for herein is in addition to any bereavement leave to which an employee may otherwise be entitled.

**3. Immediate Family.**

An employee's immediate family shall be defined as spouse, domestic partner, parents, spouse's parents, children, brother, sister, and grandparents. Stepchildren or stepparents residing with the employee shall be included in the definition of immediate family. In relationships other than those set forth above, bereavement leave of absence may be granted by the Department Director upon the request of the employee for a maximum of three (3) consecutive working days.

**4. Conversion to Retirement Benefit.**

Pursuant to ORS 237.153 (or the ORS as amended hereafter) the County shall report all allowable, unused sick leave hours to PERS upon separation from County employment.

**5. Hours Charged.**

For employees working a standard eight (8) hour work day, for each day of sick leave taken, eight (8) hours will be charged against accrued sick leave. For employees working a flexible schedule, each day of sick leave shall be charged as the number of hours the employee is scheduled to work on the day reported as sick leave.

**6. Maternity Leave.**

The period of disability associated with pregnancy and/or childbirth shall be granted in accordance with the County's policy on Family Medical Leave as outlined in Employment Policy and Practice No. 10.

**7. Parental Leave.**

Parental leave will be granted in accordance with the County's policy on Parental Leave as outlined in Employment Policy and Practice No. 9.

**8. Family Medical Leave.**

Family Medical Leave will be granted in accordance with the County's policy as outlined in Employment Policy and Practice No. 10.

**9. Communicable Disease.**

Should an employee be exposed to serious communicable disease in conduct of official duties, the employee shall be provided immunization against or testing of such communicable disease without loss of wages or cost to the employee where immunization will prevent such disease from occurring. If exposure resulted from contact with client or client associates or family, employee shall be granted leave with pay for the immunization or testing.

**10. Sick Leave (Over 30 days).**

If an employee is on authorized sick leave for more than 30 days, the agency shall provide coverage during that time to the extent needed in the opinion of the agency. On return, the supervisor and employee shall meet to discuss completion dates for work assigned.

**11. Vacation Option.**

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use their accrued vacation time to cover such time off. At the option of the employee, the employee may retain up to 40 hours of vacation time prior to being placed on leave without pay.

**12. Leave Donation.**

Leave Donation will be granted in accordance with Employment Policy and Practice No. 46.

**ARTICLE 6 - VACATION LEAVE**

**1. Accrual.**

A. Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with 52.2 hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

(1) Less than five (5) years of unbroken service, 104.4 hours per year, accrued at the rate of 8.7 hours per month.

(2) Five (5) to ten (10) years, but less than ten (10) years of unbroken service, 128.4 hours per year, accrued at the rate of 10.7 hours per month.

(3) Ten (10) years to fifteen (15) years, but less than fifteen (15) years of unbroken service, 152.4 hours per year, accrued at the rate of 12.7 hours per month.

(4) Fifteen (15) to twenty (20) years, but less than twenty (20) years of unbroken service, 176 hours per year, accrued at the rate of 14.7 hours per month.

(5) After twenty (20) years of unbroken service, 192.4 hours per year, accrued at the rate of



16.7 hours per month.

(6) The maximum vacation accrual shall be 280 hours. Vacation accrual may be extended temporarily during the yearly cycle of January 1 through December 31. Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Employees will not be compensated for surplus hours that are lost.

Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first day of that month.

Layoffs up to two (2) years and leaves of absences are not considered breaks in service in applying this Article. Time in service for the purposes of determining eligibility for accelerated vacation accrual rates shall only accrue in calendar months in which the employee has been in a paid status, working half-time or greater, for at least eleven (11) work days.

B. Employees hired prior to July 1, 2000 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to his/her previous accrual schedule. B. All employees hired on or after July 1, 2000 or employees hired prior to July 1, 2000 who have elected to enroll in the Vacation Sell Back program accrue vacation in the following manner:

- (1) Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with seventy-two (72) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service.
- (2) Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back forty (40) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31<sup>st</sup> of that calendar year.
- (3) The maximum vacation accrual shall be 280 hours. Vacation accrual may be extended temporarily during the yearly cycle of January 1 through December 31. Effective January 1 of each calendar year, accruals exceeding the maximum shall be reduced to the maximum. Employees will not be compensated for surplus hours that are lost.

## **2. *Vacation Times.***

Employees shall be permitted to choose either split vacation time usage or entire vacation time usage. Whenever possible, consistent with the needs of the County and requirements for a vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise his right of seniority only once in any calendar year.

## **3. *Termination or Death.***

After six (6) months of service, upon the termination of any employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

## **4. *Hours Charged.***

For employees working a standard eight (8)-hour work day, for each full day taken as vacation, eight (8)-hours will be charged against accrued vacation leave. For employees working a flexible schedule, each day of vacation shall be charged as the number of hours the employee is scheduled to work.

## **5. *Retiring Employees.***

In the last year of employment prior to retirement, an employee who was hired prior to July 1, 2000, will be able to sell back up to fifty (50) hours of vacation. The employee will be responsible to notify the County of intent to retire in order to exercise this provision. This is a one-time option.

## ARTICLE 7 - OTHER LEAVES

### 1. *Leave of Absence.*

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall be granted for any reasonable purpose subject to the approval of the Department Director or Appointing Authority. Leaves shall be granted consistent with the needs of the County, and may be renewed or extended for any reasonable period by the Board of County Commissioners or its designee. No leave will be granted to an employee to accept employment in any other capacity unless authorized by the Department Director in advance. Exceptions may be granted where other employment is incidental to or a necessary requisite for the purposes for which the leave was granted. After seven (7) years of employment, leaves of absence without pay for a limited period, not to exceed twelve (12) months, may be granted for any reasonable purpose, with the approval of the Department Director. Such leaves may be renewed for any reasonable period.

### 2. *Jury Duty.*

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees. Employees who are excused from jury service before the end of their work day shall immediately report their availability for assignment to their supervisor.

### 3. *Educational Leave.*

After completing three (3) years of service, an employee may request a leave-of-absence without pay for educational purposes subject to approval of the Department Director or Appointing Authority. Educational Leave is for enrollment at an accredited school, when it is related to his employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended subject to approval of the Department Director or Appointing Authority, at the request of the employee. One (1) year leaves-of-absence with any requested extension, for education purposes, may not be provided more than once in any three (3) year period. Employees may also be granted leaves-of-absence with or without pay for educational purposes, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual skill or professional ability, provided it does not interfere with the operation of the County.

### 4. *Military and Peace Corps.*

Military and Peace Corps leave shall be granted to the employee in accordance with Federal Law and/or Oregon Revised Statutes.

## ARTICLE 8 - HEALTH AND WELFARE

### 1. *County Contribution.*

The County agrees to contribute toward the monthly composite premium for each medical coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 8.

For the remainder of the calendar year 2014, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1320.78.

Effective January 1, 2015, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2014 County Contribution.

Effective January 1, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2015 County Contribution.

Effective January 1, 2017, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2016 County contribution.

The County agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the County. For the remainder of calendar year 2014, cash back will

be \$146.00 per employee per month. Effective January 1, 2015, cash back will be equal to \$153.00 per month and will increase by 5% on January 1, 2016 and January 1, 2017.

The County and the union will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at or below five percent (5%) each year.

The design of the medical plan(s) shall be the authority of the Benefits Review Committee as described in Section 8.

**2. Flexible Benefits.**

The County agrees to provide the Clackamas County Flexible Benefits Program for employees who are working in a position regularly scheduled for 30 hours or more per week.

Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

**3. Life Insurance.**

The County agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of \$50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 8. Employees will become eligible on the first day of the month following four the Benefit Waiting Period described in Section 9.

**4. Dental Insurance.**

The County agrees to provide dental coverage to full-time employees and their eligible family members, effective the first day of the month following the benefit waiting period described in Section 9. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 8.

The County agrees to contribute 100% of a composite dental program premium, or the premium for a comparable plan, including orthodontic coverage in the amount of \$1500.

**5. Long-Term Disability Insurance.**

The County agrees to provide non-duty disability insurance coverage to full-time employees effective the first day of the month following the benefit waiting period described in Section 9. The design of the disability plan shall be determined by the Benefits Review Committee, as described in Section 8.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of up to \$3,333 in monthly salary after an elimination period of the first 30 days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

**6. Less Than Full-Time Employees.**

For the purpose of eligibility for benefits, full-time employees are those regularly working thirty (30) or more hours per week. Regular part-time employees shall be entitled to County-paid medical coverage as described in Section 1, and shall be entitled to purchase dental insurance as described in Section 4.

**7. Job Share.**

(A) "Job sharing position" means a full-time position that may be held by two individuals on a shared time basis whereby the individuals holding the position work less than full time.

(B) Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position. Determination of job sharing in a new position is the exclusive right of the Appointing Authority.

(C) Job share employees shall accrue vacation leave and sick leave on a pro rata share of

the normal accrual rate for a full-time position.

(D) Job sharing employees shall be entitled to a prorated share of the full benefit package for one full-time position. The employer contribution will be a maximum of 100% for insurance benefits during the term of this agreement. Each job share employee has the right to obtain medical and dental insurance by paying the difference between their prorated share and the full premium amount through payroll deduction.

(E) For purposes of layoff, individuals filling a job share position which totals a full time equivalent, shall be considered as one full time equivalent. Service credits shall be determined by averaging the two individual scores and the two individuals treated as one.

(F) If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full time basis.

#### **8. *Benefits Review Committee.***

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled to but retain the same number of votes as described above. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the beginning of the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

Problems with benefit coverage will be brought up at the Labor-Management meeting for resolution.

#### **9. *Benefit Waiting Period.***

Benefits shall become effective on the first day of the calendar month following two (2) calendar months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-

time employees.

**10. Plan Changes Required by Law or Insurance Carrier.**

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

**ARTICLE 9 - WAGES**

**1. Wages and Classification Schedule.**

After ratification by both parties, employees shall receive a 2% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2014.

Employees shall be compensated for the fiscal year 2015 – 2016 with an increase of 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.5% to the Wages and Classification Schedule.

Employees shall be compensated for the fiscal year 2016 – 2017 with an increase of 100% of the change in the CPI-W for each year with a minimum of 2.0% and a maximum of 4.5% to the Wages and Classification Schedule. *An updated pay plan will be published by the County each year by July 1 and posted on the County intranet and internet.*

The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Consumer Price Index – Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average for All Items, as reported by the U.S. Department of Labor. The change in the CPI-W shall be the 12 months change as reported for the previous December (this calculation is not a point-to-point calculation using the index number from one December to the next, but instead is an averaging method using the "Annual" column of the "12 Months Percent Change" table, in which the annual percentage change figures for each of the previous 12 months are totaled and then divided by 12).

**2. Travel Expense Reimbursement.**

The County shall reimburse an employee at the current County Travel Policy rate for travel expenses incurred while performing the duties of his/her position when required in an employee's regular work. The County shall provide employees with use of County cars to perform work duties or will reimburse an employee for personal auto expense at the current County Travel Policy rate per mile where required in an employee's regular work. Any exception to the use of County cars or mileage reimbursement expenses must have pre-approval from the employees supervisor or manager.

**3. Retirement Contributions.**

The County shall pay both employer and employee contribution to the Public Employees Retirement fund for the employee members participating in PERS or OPSRP as set by the Oregon legislature for the term of this Agreement. Eligibility for PERS/OPSRP is subject to ORS 238.015, 238A.100 & 238A.110.

In the event that during the life of this agreement, it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the County.

Further, the County shall direct PERS that all members of the bargaining unit shall be entitled to Police and Fire Retirement provisions. The County shall pay Police and Fire Retirement provisions for the members of this bargaining unit retroactive to the date that the member became a qualified Police and Fire PERS member due to County employment.

**4. Computation of Hourly Rate.**

The computation of the hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly salary assigned to full-time position}}{\text{Number of hours normally worked yearly in position per hour}} = \text{dollars}$$
$$37.5 \text{ hours per week} = \frac{\text{Yearly salary}}{1950 \text{ hours per year}} = \text{dollars per hour}$$
$$40 \text{ hours per week} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \text{dollars per hour}$$
$$\text{Continuous operations} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \text{dollars per hour}$$

**5. Out-of-Class Pay.**

When an employee is assigned, in writing by his/her supervisor, the duties of a higher classification for five (5) consecutive days or more, or for more than a total of ten (10) work days within a calendar year, the employee shall be compensated for such work at the minimum of the range of the higher paid classification or a 5% increase, whichever is higher.

**6. Deferred Compensation.**

An amount equivalent to one percent (1%) of the employee compensation as set forth in Appendix A shall be placed into a deferred compensation plan for each employee, the plan to be administered by a provider with whom Clackamas County has contracted for deferred compensation services.

**7. Longevity.**

Employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular status county service in the following amounts based upon accumulation of the established time employed in a paid status.

Years of Continuous Service	Longevity Percentage
5 Years	1 %
10 Years	1.5%
15 Years	2.0%
20 Years	2.5%
25 Years	3.0%
30 Years	3.5%

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from County employment that results in a new date of hire.

**8. Call-Out Pay.**

Whenever a Parole and Probation Officer is called to perform work duties during hours when not regularly scheduled to work (whether the work requires the employee to leave home or not) it will be considered a

minimum of thirty (30)-minutes worked or the amount of time actually performing work, whichever is greater. Compensatory time will be given or may be paid at the County's discretion. Multiple calls received within a thirty (30)-minute minimum are considered part of the thirty (30)-minute minimum. Additional calls after the thirty (30)-minute period will result in another thirty (30)- minute minimum time worked.

This section does not apply to voluntary changes made in a work schedule initiated by the employee and approved by the supervisor.

**9. Field Training Officer.**

Employees assigned in writing by the department to Field Training Officer (FTO) duties will be paid 5% higher than the employee's current base pay while performing such duties. Employees assigned in writing and as directed by the department management to provide firearms, motivational interviewing or defense tactics training instruction for Clackamas County will also be paid 5% higher than the employee's current base pay while performing such duties. Employees acting in multiple capacities under this section may not receive more than a single 5% premium.

**10. Bilingual Skills Pay.**

A. When an employee is required to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive a 5% increase which will be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire or the "Certification of Bilingual Requirement" document.

B. It is not the intent of the parties that the re-designation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.

**11. Assignment, Selection, and Termination for Temporary Probation and Parole Officer, Senior.**

Assignment and selection of employees to fill Probation and Parole Officer, Senior positions shall be at the sole discretion of the County. Assignments for over thirty (30) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the Probation and Parole Officer, Senior assignment shall submit a letter of interest to the unit supervisor and will be considered for the assignment. An employee assigned to the assignment for one (1) year or more shall be given ten (10) days written notice prior to the termination of such assignment. A copy of the written termination notice will be simultaneously given the Federation.

**12. On- Call Probation Officer.**

A probation officer shall be designated to take calls outside of regular business hours (8 a.m.- 5 p.m.). The on-call probation officer shall receive an additional \$150.00 per week in addition to call out pay, under Section 8 of this Article, as compensation. Employees will be offered the opportunity to bid one week at a time on a rotating seniority basis.

**ARTICLE 10 - DISCIPLINE AND DISCHARGE**

**1. Disciplinary Measures.**

Disciplinary action for regular employees shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step and every step need not be utilized, depending upon the severity of the incident causing the disciplinary action:

- A. Verbal reprimand, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay;

E. Demotion;

F. Discharge.

The County shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures. Counseling is not disciplinary in nature.

Effect of Verbal Reprimand. Verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions. Verbal reprimands are not subject to grievance beyond the Board of County Commissioners. All non-economic discipline shall be considered stale after thirty- six (36) months from the date of the discipline unless the employee has been disciplined for the same or similar misconduct, (in which case the 36 months begin after the last discipline issued). Stale discipline may not be used for the purposes of progressive discipline.

**2. *Due Process.***

Pre-disciplinary "due process" means written notice, to the employee and FOPPO, of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. Such a meeting may be recorded by any party at the meeting. The County shall provide the Federation and the affected employee with all the documents which are relied upon. The employee and/or the Federation may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. employee.

**3. *Avoidance of Embarrassment.***

If the Department Director or designee has reason to discipline an employee, the Department Director or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

**4. *Federation Representation in Interview and Discipline Process.***

The County acknowledges the right of the employee to have a representative of the Federation present at meetings with the employee, which could lead to discipline.

**5. *Probationary Employee.***

A probationary employee and/or FOPPO shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of the Agreement related to a probationary employee; however, this shall not include any matter involving discipline or discharge related to a probationary employee.

**6. *Employee Status Definitions.***

Probation: The probationary period is a working test period during which classified employees are required to demonstrate fitness by actual performance of the duties of the position to which they are appointed.

Regular employee: Means a classified employee who has been appointed to an allocated position and who has successfully completed a probationary period for a position.

**ARTICLE 11 - LAYOFF AND RECALL**

**1. *Reason for Layoff.***

The department head may lay off an employee because the employee is physically unable to perform the job, and there is no other job the employee can perform. The department head may also lay off an employee because of shortage of funds or work or reorganization of the unit, if, in the opinion of the department head, there is no satisfactory alternative to lay off such as voluntary demotion, furlough, or reduced work week. Discussions regarding layoffs may be initiated by either the employer or the Federation. The County retains the final authority to determine whether layoffs should occur.

**2. *Layoff.***

When a layoff occurs, Probation and Parole Officers shall be laid off according to seniority. Temporary,



probationary, unallocated and/or non-regular Probation and Parole Officer positions must be eliminated before regular Probation and Parole Officers are laid off by the County, except when a layoff occurs because an employee was physically unable to perform the job.

**3. Seniority.**

Seniority is defined as the length of continuous service in the Parole and Probation Officer classifications.

**4. Bumping.**

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing an employee with less seniority in the same or lower classification in the department. If funds are increased and a higher level position is reestablished, the bumping employee will be restored to the higher level position.

**5. Recall.**

Those employees who are laid off shall be eligible before new hires for recall to their classification for a period of three (3) years without loss of seniority or benefits subject to contract limitations. Recall shall be on the basis of seniority or merit as described in #3 above.

**6. Alternatives.**

The parties agree that the Union may fully raise alternatives to layoff that the County will fully consider.

## ARTICLE 12 - SETTLEMENT OF DISPUTES

**1. Grievance Procedure.**

A. Grievances are defined as alleged violations of this Agreement and must be initiated within twenty-one (21) calendar days of their alleged occurrence. For purposes of calculating the 21 calendar days, all days that an affected employee is on leave shall not count. Grievances filed in a timely manner shall be processed according to this Article. Upon mutual written agreement by the County or their designee and the Federation or their designee, when the nature of the grievance is such that it would be perfunctory or ineffectual to proceed at a lower step, the grievance may be initiated at the lowest step where successful solution may be reasonably expected. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If such a problem cannot be resolved, the following procedure shall be followed:

B. Step 1. Any employee, with notice to the Federation, or the Federation on an employee's behalf, may file a grievance in writing with the Community Corrections Manager within twenty-one (21) calendar days from the date of the alleged breach of this Agreement. The supervisor shall respond in writing to the grievance within ten (10) calendar days to the party filing the Step 1 grievance with a copy to the Federation, if the Federation did not file the Step 1 grievance.

Step 2. If the grievance remains unresolved, the employee or the Federation shall appeal the Step 1 denied grievance to the Department Director within ten (10) calendar days after the response required by Step 1 was due. The Department Director or designated representative shall schedule a meeting with the Federation and the Grievant within ten (10) calendar days after receipt of the Step 2 grievance. The Department Director shall respond in writing within ten (10) days of the Step 2 meeting. The Step 2 response shall be provided to the Federation and the affected employee(s).

Step 3. If the grievance remains unresolved at Step 2, the Federation may appeal the grievance to the Sheriff within ten (10) calendar days after the response required by Step 2 was due. The Sheriff or his/her designee shall respond in writing to the Federation within ten (10) calendar days after receipt of the Step 3 grievance.

Step 4. If the grievance remains unresolved at Step 3, the Federation may appeal the grievance to the BCC within ten (10) calendar days after the response required by Step 3 was due. The BCC or designee shall respond in writing within ten (10) calendar days after receipt of the Step 4 grievance.

C. The intent of both parties is to process grievances at each step in as short a period of time as is practical. If a grievance is not advanced to the next step within ten (10) calendar days of a written decision,

it shall be deemed waived. Employees and the Federation shall be assured freedom from reprisal for use of the grievance procedure. Employees shall have the right to process grievances with or without representation by the Federation through Step 2 of the grievance process. However, if an employee is processing a grievance without Federation representation, the County shall ensure that the Federation has received a copy of any and all information and materials related to the grievance at the same time that the County provides such information and/or materials to the employee. A Federation representative shall have the right to be present for any meetings related to grievances and/or their disposition, when the employee has not requested the Federation's representation, upon request. The County will timely inform the Federation of such meetings and collaboratively work with the Federation to ensure that a Federation representative is available for such scheduled meetings.

D. All grievances shall be reduced to writing and submitted on the form identified as Official Statement of Grievance Form.

E. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time which, if agreed to, must be agreed to in writing and shall become part of the grievance record. Within twenty-one (21) calendar days of an alleged violation of this Agreement, the Federation or a group of employees may file a grievance on behalf of one (1) or more employees where such employees are similarly affected by an action taken by the Agency. Such grievances shall be signed by at least one (1) of the affected employees and/or Federation representative and shall be filed at the lowest step where the person hearing the grievance has the authority to resolve it.

Any grievance, having progressed through the steps outlined in Article XII (Grievance Procedure), and remaining unresolved, may be submitted by the Federation to arbitration for settlement. To be valid, the request for arbitration must be in writing and from the Federation and received by the Employer within ten (10) calendar days after receipt of the Board of County Commissioners' response.

By mutual agreement, any grievance filed under the terms of this article may be referred to mediation at any time during the grievance process. The Union and County agree to equally split the cost of such mediation.

## **2. Arbitration Procedure.**

A. If arbitration is requested, the parties shall attempt to agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable. The arbitrator's decision is due within thirty (30) days of the close of the hearing although the arbitrator's failure to meet the time shall not affect his jurisdiction over the dispute.

B. If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obliged to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Federation or the County, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

### **3. Discrimination Complaints.**

An employee alleging any form of discrimination may file a complaint with the Department Director or his/her designated representative for processing according to Community Corrections Division policy governing investigation and resolution of alleged discrimination complaints. An employee may also file a written complaint with the Director of Employee Services as provided by the County's policy on Equal Employment Opportunity. If an employee is not satisfied with these investigatory processes, a complaint may be submitted to appropriate outside governmental bodies. Discrimination complaints will not be subject to the grievance procedure unless the Bureau of Labor and Industries or other such body declines jurisdiction in the matter; then the grievance may be processed through the grievance procedure.

### **4. Release Time.**

The Federation President, a Grievance Committee member, or a Federation Executive Board member, shall be allowed reasonable time and opportunity, without loss of pay, to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined in Section 1 above.

## **ARTICLE 13 - WORKERS' COMPENSATION**

1. All County employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries that arise out of and occur in the course and scope of their work for the County. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status.
2. The County shall compensate the employee from the County's Risk Management Claims for on-the-job injuries where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury and would have continued to receive had there been no injury.

Compensation under this Article shall be subject to the following conditions:

- A. The day of injury shall be considered a work day, and the employee will receive his normal salary for that day.
- B. In most instances, the waiting period, as stated in ORS 656.210, will be charged to sick leave unless total temporary disability exceeds fourteen (14) consecutive days. Then, Workers' Compensation covers from the first day.
- C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law.
- D. While the employee is receiving wage continuation under this provision, s/he will continue to receive all other County health and welfare benefits s/he was enrolled in at the time of the injury unless prohibited by law, rule, regulation or provider contract.
- E. If the absence due to injury reaches a period of six (6) months or more, the injured employee must present to the Board of County Commissioners a physician's statement setting forth the nature of injuries, current condition, and anticipated length of absence or date of return. After said six (6) month period, it shall be at the discretion of the Board whether or not to continue payment and benefits beyond that guaranteed under the statutes governing Workers Compensation benefits. Full medical and dental insurance coverage shall be provided for a minimum of 12 months. Further coverage shall be at the discretion of the Board.
- F. In Section 2E above physician shall mean attending physician as provided under Workers' Compensation law, ORS 656.005(12), OAR 436-010-005 and OAR 436-010-0210 as may be later amended.

## **ARTICLE 14 - UNION SECURITY, CHECKOFF AND FAIR SHARE AGREEMENT**

1. The County and the Federation agree to a "Fair Share" agreement for all employees whose classification or job title is included in Article I of this Agreement.
2. Inasmuch as it is required that the Federation represent every employee within the bargaining unit, making each employee thus a recipient of the Federation's services, it is mutually agreed and recognized by the parties that each employee who is an employee of the County and covered by the bargaining unit

set forth in Article I to which the Federation serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Federation, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Federation, which amount shall be deducted from each Federation member and each non-Federation member's compensation and remitted to the Treasury of the Federation.

3. Such uniform amounts as the Federation Treasurer certifies to the County as the dues approved by the members of the Federation shall remain as the reasonable amount to be deducted hereunder.

4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting Federation membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and Bylaws of the Federation.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will inform the County and the Federation of his/her objection. The employee will meet with the representative of the Federation and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Federation membership dues to a non-religious charity.

6. The County will not be held liable for check-off errors but will make proper adjustments with the Federation for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check-off, an updated list of eligible members of the bargaining unit will be delivered by the Federation to the County Payroll Division.

7. The County and the Federation agree that temporary employees or part time less than half time employees are paid at the same wage rate as bargaining unit members in the same classification. In recognition of the collective bargaining efforts by the Federation on behalf of those employees, temporary employees or part time less than half time employees should proportionally and fairly share in the cost of the collective bargaining process. The cost of such services for those employees is fixed at three-quarters of the amount of dues uniformly required of each member of the Federation, which amount shall be deducted each pay period from each temporary or part-time less than half time employee's wages, and remitted monthly to the Treasurer of the Federation.

## **ARTICLE 15 - FEDERATION RIGHTS**

### **1. Access to Workers.**

Authorized representatives of the Federation may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the work of the employees.

### **2. Notification to County.**

The Federation shall notify the County in writing of the names of all authorized representatives, Federation representatives and officers. Said list shall be updated as necessary.

### **3. Federation Negotiators.**

Employees selected by the Federation to act as Federation representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Federation of Oregon Parole and Probation Officers Negotiating Committee. The names of employees so designated shall be certified in writing to the County by the Association. The Negotiating Committee shall consist of three (3) members and a Federation President. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours, on the County's premises without loss of pay.

### **4. No Discrimination.**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, disability, gender identity,

sexual orientation, or political affiliation. The Federation shall share equally with the County, the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. The County agrees not to interfere with the rights of employees to become members of the Federation, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Federation membership or because of any employee activity in an official capacity on behalf of the Federation, or for any other cause. Nothing in this section shall be construed to limit the County's right to effectively and efficiently run the County's operations.

**5. Union Business.**

Elected officers and negotiators will be allowed a reasonable amount of work hours to handle labor relations matters. This will include that time necessary to attend Labor-Management meetings when scheduled by mutual agreement. The Federation representative must record any time more than fifteen (15) minutes involved in Federation business during paid County time on their department's timekeeping system with the exception of approved vacation or compensatory time (and with the exception of unpaid lunch or breaks, depending on department policy).

**ARTICLE 16 – MISCELLANEOUS**

**1. Existing Conditions.**

All future work rules and benefits which are mandatory subjects of collective bargaining shall be subject to mutual agreement before becoming effective. Changes in all existing conditions which are mandatory subjects of collective bargaining shall be negotiated with the Federation. Whenever such conditions or changes or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive days.

**2. Contract Distribution.**

The County agrees to furnish each employee in the bargaining unit with a copy of the Union Agreement. New employees shall be provided a copy of the contract at the time of hire.

**3. Clothing and Equipment Reimbursement.**

The County agrees to reimburse an employee for the reasonable cost of clothing, watches, prescription glasses or equipment required to work that is damaged while the employee is on duty and engaged in work on behalf of the County and the damage was not due to employee negligence. Unless otherwise reimbursed, reimbursement for damages to prescription glasses shall be limited to no more than \$300 and reimbursement for damages to watches shall be limited to no more than \$100.

**4. Car Mileage Reimbursement.**

It is the policy of the County that employees who are required by their supervisor to use their personal automobile for authorized County work shall receive mileage for such use at the current mileage allowance rate.

**5. Agency Training Policy.**

The County shall manage the training program for staff through the Agency Training Policy. The parties agree that any changes to the Agency Training Policy shall be referred to the Labor/Management Committee for discussion prior to implementation.

**6. Work Rules.**

Work rules shall not conflict with the terms of this Agreement. Employees shall comply with County-wide work rules as outlined in the Personnel Ordinance, Section XV, "Employee Responsibilities."

**7. Electronic Mail.**

1. Federation representatives (those persons holding positions as officers within the Federation) may use the County email system to communicate concerning collective bargaining matters.
2. "Collective bargaining matters" means any of the following:
  - A. official Federation announcements to the Federation membership (such as meeting subjects, dates and times);
  - B. the meaning, interpretation or application of this Agreement;
  - C. the presentation and adjustment of grievances;
  - D. matters directly related to the collective bargaining relationship between the County and the Federation.
3. Federation members may use the County email system to contact Federation representatives regarding collective bargaining matters, including any of the following purposes:
  - A. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
  - B. to ask a question regarding meaning, interpretation, or application of this Agreement;
  - C. to present a grievance regarding the meaning, interpretation or application of this Agreement;
  - D. to request Federation representation in matters concerning the meaning, application or interpretation of this Agreement.
4. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.
5. The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union elections, or otherwise).

**8. Surveillance Cameras.**

1. Camera recordings may be accessed, reviewed and preserved as the County deems necessary. Recordings will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific recording. In the event the County elects to review video as part of an investigation, the County shall notify the Federation and provide the Federation with an opportunity to view the video.
2. In the event information revealed on camera raises concerns regarding employee conduct, the County will retain the recording and agrees to provide a copy of the recording to the Federation and the employee in advance of any pre-disciplinary meetings.
3. The County understands that it has the burden of proving that "just cause" exists to support the discipline or discharge of any non-probationary employee.

**ARTICLE 17 - SAFETY AND HEALTH**

**1. Facility Standards Maintenance.**

The employer and the agency agree to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the State of Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

**2. Safe Place of Employment.**

It is the responsibility of the Agency and Employer to make every reasonable effort to provide and maintain a safe place of employment. It is the responsibility of all employees to practice safe working habits and to report any observed unsafe conditions immediately. Employee recourse to unsafe working conditions would be handled as follows:

Employees will report any personally observed unsafe practice or conditions to the immediate supervisor. If the practice or condition is not remedied in a timely manner by the immediate supervisor, the employee shall submit the matter to the Federation representative to take up with a higher authority.

**3. First Aid Kits.**

The Agency will provide first aid kits designed to serve at least the number of employees in each office.

**4. First Aid Training.**

The Agency will insure multimedia first aid training has been provided each new employee within the first year of entry into the bargaining unit.

**5. Communicable Disease.**

If, in the conduct of official duties, the employee is exposed to serious communicable diseases which would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization will prevent such disease from occurring. The employee shall be granted leave with pay with no loss of accrued sick leave or other leave for the immunization or testing.

**6. Protective Clothing.**

If any employee is required to wear protective clothing, such protective clothing shall be furnished to the employee by the Agency. The cost of maintaining including cleaning, laundering, and tailoring shall be paid by the Agency.

**7. Vehicles.**

Each vehicle which is provided for use by Parole and Probation Officers shall be properly maintained in a safe and serviceable condition. Each vehicle will have in it a first aid kit, a fire extinguisher, two communicable disease kits and jumper cables. The County shall make available to the field staff no less than three (3) cage cars equipped as specified above.

**8. Safety Equipment.**

Body armor will be provided to all field officers upon request and replaced by the County per manufacturer's warranty (currently 5 years). Any new body armor the County purchases will consist of vest rated at Threat Level IIIA flexible (with side panels), which itself will be replaced upon expiration of the manufacturer's useful life. The County shall make available to all field officers a secure locker in which to store body armor and other safety equipment (lock to be provided by the field officer). Replacement of lost body armor or other safety equipment not secured in lockers when not in use shall be the responsibility of the field officer.

**9. Ammunition.**

The County shall provide all ammunition for mandatory firearms training. The field officer shall provide their own ammunition for all other firearms range practices.

**10. Automobile Registration.**

The County will allow employees to register their personal automobiles at the Community Corrections Division address if provided by law and provide adequate parking.

**11. Traumatic Incidents.**

Any employee whose actions result in the serious injury or death of another person in the performance of his or her job duties shall be given up to seventy two (72) hours of paid administrative leave for the traumatic incident. In addition, the County will provide paid administrative leave for up to six (6) EAP visits related to the traumatic incident. The decision whether an event is traumatic for the purposes of this section shall be at the sole discretion of the County.

**ARTICLE 18 - TRANSFERS**

In the event a position becomes vacant within the division, eligible employees within the classification will be notified in writing and will be allowed to request transfer into said position. Selection and final approval of any transfer will rest with the division head.

**ARTICLE 19 - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

**ARTICLE 20 – LEGAL FEES**

Section 1. The COUNTY agrees to reimburse bargaining unit members (employees) for the reasonable, usual, and customary legal fees and costs charged by an attorney as a direct result of criminal charges, investigation of use of deadly force, or a grand jury appearance against the employee arising out of the employee's involvement in the scope of the regular performance of his or her duty as an employee for the County. The County's obligation of reimbursement is subject to the following:

A. To receive reimbursement under this Article, the employee must select an attorney from a list of attorneys that have been mutually agreed upon by the Union and the County Counsel. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Union shall submit to the County Counsel, the names and professional biographies of the attorneys the Union proposes for inclusion on the list. If the County Counsel does not object in writing to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent the employee, the employee may obtain another attorney of his or her choosing; however, the County's obligation to reimburse will arise only if the County Counsel receives written notice of the selected attorney from the Union within five (5) working days of the employee or Union learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the employee and the attorney, the Union shall arrange for the attorney to provide the County at no cost to the County a preliminary estimate of the anticipated legal fees, costs, and expenses. This preliminary estimate shall be directed to the County Counsel, the Sheriff, Risk Management, and the Union.

B. Before becoming obligated under this Article, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. If the County, in its discretion feels the charges exceed the reasonable, usual, and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as the County's obligation under this Article. Under no circumstances shall the provision of this Article give rise to a claim of any sort against the County by the attorney retained or selected by the Union member.

C. Reimbursement will not be made in those instances where:

1. The employee is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident; or
2. The County sustains disciplinary charges on the basis of the employee's actions, which formed the basis for the possible criminal liability, and the



County's sustaining of the charges is upheld in all or part on any grievance or appeal of discipline; or

3. The employee resigns from employment following notification that criminal charges, grand jury proceedings, a disciplinary investigation or disciplinary charges are pending.

D. The County shall have no obligation to reimburse an employee, the Union, or counsel for the Union for legal fees or costs in any instance where the employee or the Union elect to have counsel for the Union represent the employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.

E. Any reimbursement required by the County shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee relating to or arising out of the incident and are subject to the following monetary maximums:

1. Legal fees relating to a grand jury investigation and/or appearance: \$5000.
2. Legal fees relating to post-grand jury indictment or other charging instrument: \$10,000.

Section 2. The County recognizes that it is not entitled to the work product of the attorneys involved in this program. The County recognizes there exists an attorney/client privilege between the attorney and the employee.

Section 3. This Article will apply only to legal fees incurred after the date this contract is signed for cases that begin after that date.

#### **ARTICLE 21 - TERMINATION**

1. A. This Agreement shall become effective July 1, 2014, and shall remain in full force and effect until the 30th day of June, 2017, and each year thereafter, unless either party shall notify the other in writing not later than March 1, that it desires to either terminate or modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement. In the event notice to modify is given, negotiations shall begin not later than April 1. In the event that the notification of termination is given, it shall become effective thirty (30) days after the notice is received.

B. The County will submit this Agreement for ratification by the BCC as soon as lawful following ratification of this Agreement by FOPPO.

2. This Agreement may be amended at any time by mutual agreement of the Federation and County; such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

this \_\_\_\_\_ day of \_\_\_\_\_, 2015

FOR THE FEDERATION OF OREGON  
PAROLE AND PROBATION OFFICERS:

FOR CLACKAMAS COUNTY:

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Danelle Cloyes, FOPPO President

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Chair, Board of County Commissioners

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Cole Kieling, FOPPO Vice President

---

Mary Raethke, Recording Secretary

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Derek Budzik, Federation Attorney

---

Chris Hoy, Director

---

Nancy Drury, Director, Employee Services

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Julia Getchell, Assistant Director, Employee  
Services

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Jenna Morrison, Community Corrections Manager

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Kevin Layng, Undersheriff

---

Malcolm McDonald, Community Corrections  
Supervisor

---

Lindsay White, Human Resources Specialist

## APPENDIX B

### WORK RULES

1. An employee shall submit their work schedule in advance to their supervisor for approval.
2. One employee's work schedule shall not be so extraordinary as to burden another employee's work schedule.
3. To insure adequate coverage at all times, each employee must notify their supervisor weekly of any change in their approved work schedule and where practicable, must receive prior approval
4. An employee shall work no more than eighty (80) hours in a fourteen (14) day work period. Any overtime shall have prior supervisory approval when practicable.
5. Each employee must submit a signed time sheet to their supervisor at the end of each biweekly pay period.
6. Split shifts are allowed.
7. An employee may not schedule work in excess of ten (10) hours in a work day, without prior supervisor approval.
8. An employee shall work not more than six (6) days in a row without prior supervisory approval.
9. Employees are entitled to a half (.5) hour paid lunch, subject to being called back to duty.
10. Work scheduled on holidays shall be with prior management approval.



April 16, 2015

Board of Commissioners  
Clackamas County

Members of the Board:

Authorization to Submit Letter of Intent for  
Metro Community Planning and Development Grant  
for the Stafford Area Transportation Study

<b>Purpose/Outcomes</b>	Authorization to submit letter or intent for Metro Community Planning and Development Grant for Stafford Area Transportation Study.
<b>Dollar Amount and Fiscal Impact</b>	This is a letter of intent only. The total cost will be approximately \$60,000. The County may provide a cost share, to be determined by the BCC at a later date. Other government and non-government partners may contribute as well.
<b>Funding Source</b>	General Fund
<b>Safety Impact</b>	N/A
<b>Duration</b>	Ongoing.
<b>Previous Board Action</b>	
<b>Contact Person</b>	Dan Chandler, Strategic Policy Administrator 503-742-5394

**BACKGROUND:**

To help facilitate planning and discussions for the Stafford Urban Reserve, this item would approve the submission of a letter of intent for a \$60,000 Community Planning and Development Grant from Metro. The grant would fund a transportation study addressing development in the Stafford Area to determine high-level transportation needs and costs, to help identify development capacity and to help identify fatal flaws that might preclude particular levels of development.

Staff will again seek BCC approval before submitting a final application.

Respectfully submitted:

Dan Chandler, Strategic Policy Administrator



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

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

April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #1 to a Cooperative Improvement Agreement with Oregon Department of Transportation for Intersection Improvements at 82<sup>nd</sup> Avenue and Monterey Avenue**

<b>Purpose/Outcomes</b>	This amendment further defines roles and responsibilities of both parties in relation to work performed within ODOT right of way for the Monterey Avenue extension project.
<b>Dollar Amount and Fiscal Impact</b>	The Agency will reimburse ODOT up to \$15,000 for costs associated with testing the modified signal at the 82 <sup>nd</sup> Avenue – Monterey Avenue intersection.
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District.
<b>Safety Impact</b>	An improved intersection and modified accesses will create safer, more defined crossings for vehicles and pedestrians.
<b>Duration</b>	The Agreement will remain in effect for the useful life of the signal.
<b>Previous Board Action</b>	The Board of County Commissioners previously approved the original Agreement No. 23930 in March 2007.
<b>Contact Person</b>	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

The Development Agency is preparing to begin construction of the Monterey Avenue extension from 82<sup>nd</sup> Avenue to Fuller Road. As part of the improvements, the signal at Monterey-82<sup>nd</sup> Avenue will be modified by adding the new leg to the intersection. In addition, some properties with access to 82<sup>nd</sup> Avenue will be modified to improve safety.

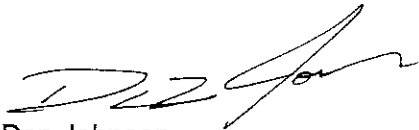
82<sup>nd</sup> Avenue is under ODOT jurisdiction and thus requires an agreement for any work to be performed within their right of way. An original agreement was executed in 2007 when Monterey Avenue was improved east of 82<sup>nd</sup> Avenue. That agreement must now be amended to include improvements within ODOT right of way that are related to the Monterey west extension.

The agreement commits the Agency to reimburse ODOT up to \$15,000 for testing of the modified signal and to transfer a permanent right of way easement for road purposes to ODOT upon completion of the project.

**RECOMMENDATION**

Staff recommends the Board approve and sign Amendment #1 to a Cooperative Improvement Agreement with Oregon Department of Transportation for intersection improvements at 82<sup>nd</sup> Avenue and Monterey Avenue.

Respectfully submitted,

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

Dan Johnson  
Development Agency Manager

**AMENDMENT NUMBER 01**

**COOPERATIVE IMPROVEMENT AGREEMENT  
Intersection Improvements: 82nd Avenue at Monterey**

This is Amendment No. 1 to the Agreement No. 23930 between **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and **Clackamas COUNTY**, acting by and through its elected officials, hereinafter referred to as "COUNTY," entered into an Agreement on April 5, 2007.

It has now been determined by ODOT and COUNTY that the Agreement referenced above shall be amended to add a signal and new connection to 82<sup>nd</sup> Avenue/OR 213 (HWY 68); outline the method to be used for the Permanent Right of Way Easement for Road Purposes, address the transfer of the Permanent Right of Way Easement for Road Purposes to ODOT once the Project is completed; request a new advance deposit from the County; and update standard language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

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

1. Under such authority, and due to safety considerations for the heavy traffic flow at the intersection of 82<sup>nd</sup> and Monterey, ODOT and COUNTY agree to improved signalization and traffic management due to heavily used commercial access at the intersection, hereinafter referred to as "Project". Said Project shall consist of upgrading signal equipment; widening 82<sup>nd</sup> south of Monterey to accommodate a right turn-lane onto Monterey and a new sidewalk with a planter strip; improving access to heavily used businesses by closing problematic access into highway intersection and constructing a new fourth leg to the existing 3-leg intersection allowing off-highway entry to commercial business in the Project area; adding a safer out-only access from the business area south of the new leg of Monterey into the south-bound 82<sup>nd</sup>, widening Monterey at the intersection with 82<sup>nd</sup> including new curb returns;; install signs; and striping lane lines on 82<sup>nd</sup> south of Monterey as needed to delineate the new lane configuration. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

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

1. Under such authority, and due to safety considerations for the heavy traffic flow at the intersection of 82<sup>nd</sup> and Monterey, ODOT and COUNTY agree to improve signalization and traffic management due to heavily used commercial access at the intersection, hereinafter referred to as "Project". Said Project shall consist of upgrading signal equipment; adding a signal and new connection to 82<sup>nd</sup> Avenue/OR 213 (HWY 68), widening 82<sup>nd</sup> south of Monterey to accommodate a right turn-lane onto Monterey and a new sidewalk with a planter

strip; improving access to heavily used businesses by closing problematic access into highway intersection and constructing a new fourth leg to the existing 3-leg intersection allowing off-highway entry to commercial business in the Project area; adding a safer out-only access from the business area south of the new leg of Monterey into the south-bound 82<sup>nd</sup>, widening Monterey at the intersection with 82nd including new curb returns; constructing a traffic separator to delineate the left turn lane to the new leg of Monterey from the north-bound traffic on 82nd; install signs; and striping lane lines on 82nd south of Monterey as needed to delineate the new lane configuration, bike lanes, sidewalks, storm water drainage improvements, street lighting, ADA ramps, and landscaping. The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

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

2. The Project will be financed at an estimated cost of \$300,000 in funds available to the COUNTY. ODOT's contribution to the Project consists of design review and construction inspection by District 2B at no cost to the Project. The estimate for the total Project cost is subject to change. COUNTY shall be responsible for any Project costs beyond the estimate.

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

2. The Project will be financed at an estimated cost of \$322,000 in funds available to the COUNTY. ODOT's contribution to the Project consists of design review and construction inspection by District 2B, of that portion of the Project on ODOT facilities, at no cost to the Project. The estimate for the total Project cost is subject to change. COUNTY shall be responsible for any Project costs beyond the estimate.

**TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:**

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both parties.

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

3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The Project shall be completed within fifteen (15) calendar years following the date of final execution of this Agreement by both parties.



**COUNTY OBLIGATIONS, Paragraphs 7 and 8, Page 3 shall be deleted in their entirety and replaced with the following Paragraphs 7, 8, 9, 10, 11 and 12:**

7. 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 ODOT or COUNTY 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.
8. With respect to a Third Party Claim for which ODOT is jointly liable with COUNTY (or would be if joined in the Third Party Claim), ODOT 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 COUNTY in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of COUNTY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of COUNTY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT'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 ODOT had sole liability in the proceeding.
9. With respect to a Third Party Claim for which COUNTY is jointly liable with ODOT (or would be if joined in the Third Party Claim), COUNTY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of COUNTY on the one hand and of ODOT 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 COUNTY on the one hand and of ODOT 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. COUNTY'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.
10. 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.

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11. COUNTY 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 COUNTY's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither the COUNTY's contractor and subcontractor nor any attorney engaged by COUNTY'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 any time at its election assume its own defense and settlement in the event that it determines that COUNTY's contractor is prohibited from defending the State of Oregon, or that COUNTY'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 COUNTY's contractor if the State of Oregon elects to assume its own defense.

**COUNTY OBLIGATIONS, Paragraph 9, Page 3, which reads:**

9. All employers, including COUNTY, 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. COUNTY shall ensure that each of its subcontractors complies with these requirements.

**Shall be deleted in its entirety, renumbered as Paragraph 13, and replaced with the following:**

13. All employers, including COUNTY, 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. COUNTY shall ensure that each of its contractors complies with these requirements.

**COUNTY OBLIGATIONS, Paragraphs 10, 11, 12 and 13 shall be renumbered as Paragraphs 14, 15, 16 and 17 respectively.**

**COUNTY OBLIGATIONS, Paragraph 14, Page 4, which reads:**

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14. COUNTY shall require its contractor to indemnify ODOT and name ODOT as a third party beneficiary of the resulting contract, and to obtain and keep in effect during the term of the contract Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this Agreement and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000 when applicable and shall carry at a minimum personal injury and property damage insurance with a single limit of \$1,000,000 for all claims arising out of a single accident or occurrence. COUNTY shall also insure that the contractor provides an additional \$1,000,000 excess insurance coverage over the basic \$1,000,000 coverage. Each annual aggregate limit shall not be less than \$2,000,000 when applicable. The contractor shall include COUNTY and ODOT as named insured on policies issued for this Project, or shall furnish an additional insured endorsement naming the same as additional insured to the contractor's existing public liability and property damage insurance. The certificate of insurance shall include the State of Oregon, Transportation Commission and its members, Department of Transportation, officers and employees as additional insured. COUNTY shall provide a copy of the certificate to ODOT prior to construction of the Project. The insurance coverage shall not be amended, altered, modified or cancelled insofar as the coverage contemplated herein is concerned without at least thirty (30) days prior written notice and approval by ODOT.

**Shall be deleted in its entirety, renumbered as Paragraph 18, and replaced with the following:**

18. If COUNTY enters into a construction contract for performance of work on the Project, then COUNTY will require its contractor to provide the following:
- a. Contractor shall indemnify, defend and hold harmless ODOT 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, subcontractors, or agents under the resulting contract.
  - b. Contractor and COUNTY shall name ODOT as a third party beneficiary of 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 ODOT. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will 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

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- written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will 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 ODOT and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will 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 Contractor's or its insurer(s) to ODOT. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.

**COUNTY OBLIGATIONS, Paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall be renumbered as Paragraphs 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 respectively.**

**Insert new COUNTY OBLIGATIONS, Paragraph 29-33, to read as follows:**

29. COUNTY shall purchase Permanent Right of Way Easement for Road Purposes required for the Project following the federal and state procedures and obligations set forth in The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and ORS Chapter 35 and the ODOT Right of Way Manual. Upon completion of the Project and acceptance by COUNTY and ODOT, COUNTY shall transfer the Permanent Right of Way Easement for Road Purposes on ODOT facilities no longer necessary for the Project by deed to ODOT. COUNTY shall provide the appropriate recorded deeds and right of way maps to ODOT. The legal descriptions and maps associated with the permanent easement are described in Exhibit B, attached hereto and by this reference made a part of this Agreement.
30. COUNTY is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at COUNTY's own expense.
31. COUNTY is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, COUNTY shall contact State's Geometronics Unit for replacement procedures.
32. If additional right of way is acquired for state highway right of way purposes as a result of the Project, then a right of way monumentation survey is required as defined in ORS 209.150 and 209.155. COUNTY agrees to provide such a survey, at its own expense,

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following ORS Chapter 209 stipulations, State Right of Way Monumentation Policy, and State's Geometrics Unit review and approval, and to file the legal survey with the appropriate COUNTY Surveyor's office as required.

33. COUNTY shall upon receipt of a fully executed copy of this Agreement and upon a subsequent letter of request from ODOT, forward to ODOT an advance deposit or irrevocable letter of credit in the amount of \$15,000 for the Project. Said amount being equal to the estimated total cost for ODOT's signal technical review; signal testing; field-testing. Said \$15,000 is in addition to original deposit of \$5,000. COUNTY agrees to make additional deposits as needed upon request from ODOT. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT'S participation for the Project, COUNTY shall pay any amount which, when added to COUNTY'S advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of the ODOT'S total costs will be refunded or released to COUNTY.

**Insert new ODOT OBLIGATIONS, Paragraph 11, to read as follows:**

11. ODOT shall, upon execution of this Agreement, forward to COUNTY a letter of request for an advance deposit or irrevocable letter of credit in the amount of \$15,000 for payment of certain work to be performed by ODOT. Said work includes for ODOT's signal technical review; signal testing; field-testing. Said \$15,000 is in addition to original deposit of \$5,000. ODOT will not charge design review and construction inspection as a cost to the Project. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project. Upon completion of the Project and receipt from ODOT of an itemized statement of the actual total cost of ODOT's participation for the Project, COUNTY shall pay any amount which, when added to COUNTY's advance deposit, will equal 100 percent of actual total ODOT costs for the Project. Any portion of said advance deposit which is in excess of ODOT's total costs will be refunded or released to COUNTY.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications 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.

**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.

COUNTY/ODOT  
Agreement No. 23930-01

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

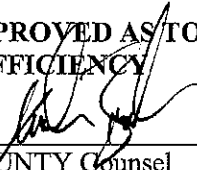
By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By  \_\_\_\_\_  
COUNTY Counsel

Date 4/8/15 \_\_\_\_\_

**COUNTY Contact:**

David Queener, Senior Project Planner  
Clackamas COUNTY Development  
COUNTY  
150 Beaver Creek Drive  
Oregon City, OR 97045  
(503) 742-4322  
davidque@co.clackamas.or.us

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/Chief Engineer

Date \_\_\_\_\_

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

Date \_\_\_\_\_

By \_\_\_\_\_  
District 2B Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic Engineer

**APPROVED AS TO LEGAL  
SUFFICIENCY**

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

Date: \_\_\_\_\_

**ODOT Contact:**

Loretta Kieffer, ODOT District 2B  
9200 SE Lawnfield Road  
Clackamas, Oregon 97015  
971-673-6228  
Loretta.L.KIEFFER@odot.state.or.us

EXHIBIT B

PROPOSED MONTEREY AVENUE EXTENSION  
May 23, 2014  
OWNERS: Robert Olds, Gary Olds, Pamela Olds Ritchie  
Olds Joint Trust u/t/d June 28, 2013  
Michael Z. Olds, Carolyn Olds Rusnak

County Project No. DA-00038  
Map & Tax Lot No. 12E32DA-0702  
Property No. 9

Page 1 of 2

**PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes )**

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 32, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of those tracts of land as described by Bargain and Sale Deed to Robert Olds, Gary Olds, and Pamela Olds Ritchie as tenants in common, an undivided one-half interest, recorded February 24, 1999 as Fee No. 99-018942, Bargain and Sale Deed to Robert Olds and Bonnie Weber Olds, Trustees of the Olds Joint Trust u/t/d June 28, 2013, an undivided one-sixth interest, recorded July 8, 2013 as Fee No. 2013-047277, and Bargain and Sale Deed to Michael Z. Olds and Carolyn Olds Rusnak, tenants in common, an undivided one-half interest, recorded October 13, 1983 as Fee No. 83-34474 Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 40.00 feet right of the existing 82nd Avenue Centerline Station 414+10.00;

Thence southerly, in a straight line, to a point 40.00 feet right of the existing 82nd Avenue Centerline Station 414+83.69;

Thence easterly, in a straight line, to a point 20.00 feet right of the existing 82nd Avenue Centerline Station 414+83.69.

EXCEPTING therefrom that portion lying within the existing right-of-way of 82<sup>nd</sup> Avenue.

The parcel of land to which this description applies contains 665 square feet more or less.

The stationing used to describe this parcel is based on the Centerline of 82<sup>nd</sup> Avenue, being more particularly described as follows:

Beginning at a point on the existing westerly centerline of 82<sup>nd</sup> Avenue (Cascade Highway North, S.E. Flavel St. - Lake Road Section) per Oregon State Highway Department Drawing No. 7B-29-20, from which the calculated location (based on reference monuments per U.S.B.T. Entry 2002-038, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the east one-quarter corner of Section 32, T.1S R.2E, W.M., Clackamas County, Oregon, bears N01°49'49"E,

Exhibit B Continued

EXHIBIT CONTINUED – Page 2 of 2  
5/23/2014

Property No. 9

183.89 feet and the calculated location (based on reference monuments per U.S.B.T. Entry 2001-011, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the southeast section corner of said Section 32, bears S01°49'49"W, 2464.18 feet, said point being Centerline Station 412+78.69 PT of said 82<sup>nd</sup> Avenue;

Thence S01°49'49"W, along said Centerline of 82<sup>nd</sup> Avenue, 521.31 feet to Centerline Station 418+00.00 and the terminus of this description, from which the above-described calculated location of the east one-quarter of said Section 32 bears N01°49'49"E, 705.20 feet and the above-described calculated location of the southeast section corner of said Section 32 bears S01°49'49"W, 1942.87 feet.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the southeast one-quarter of said Section 32 was held to be N01°49'49"E as measured between the above-described calculated locations of the southeast section corner and east one-quarter corner of said Section 32.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

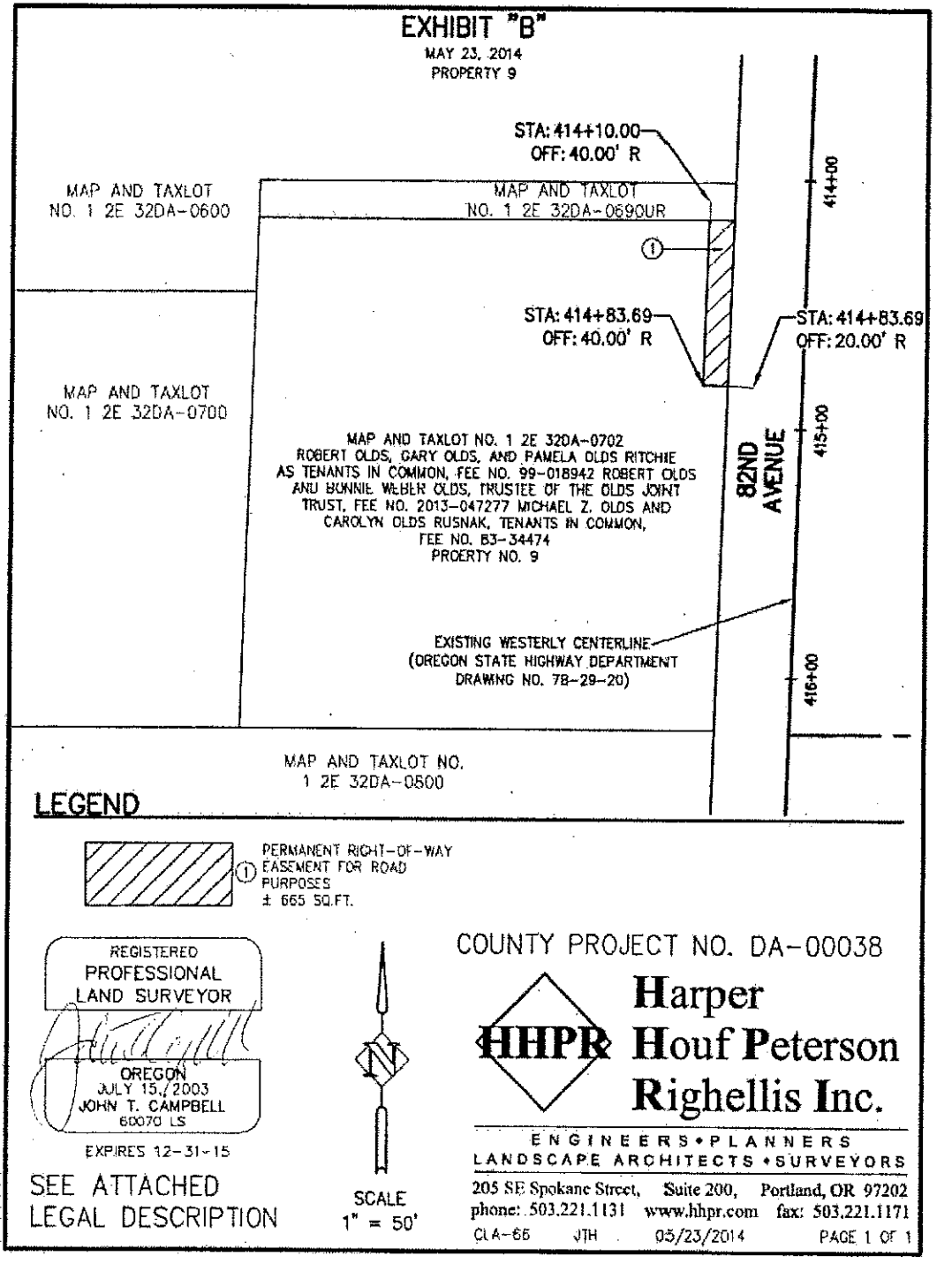
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John T. Campbell*  
OREGON  
JULY 15, 2003  
JOHN T. CAMPBELL  
60070 LS

EXPIRES: 12-31-15



Exhibit B Continued



COUNTY/ODOT  
Agreement No. 23930-01

EXHIBIT B Continued

PROPOSED MONTEREY AVENUE EXTENSION  
June 26, 2014  
OWNER: Olds/Ritchie L.L.C.  
Page 1 of 2

County Project No. DA-00038  
Map & Tax Lot No. 12E32DA-0690UR  
Property No. 18

Permanent Easement for Highway Right of Way Purposes

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 32, Township 1 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Parcel 1 of that tract of land as described by Bargain and Sale Deed to Olds/Ritchie L.L.C., recorded January 24, 2003 as Fee No. 2003-009571, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 20.00 feet right of existing 82nd Avenue Centerline Station 414+01.62;

Thence westerly, in a straight line, to a point 40.00 feet right of existing 82nd Avenue Centerline Station 414+02.26;

Thence southerly, in a straight line, to a point 40.00 feet right of existing 82nd Avenue Centerline Station 414+25.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of 82<sup>nd</sup> Avenue.

The parcel of land to which this description applies contains 151 square feet more or less.

The stationing used to describe this parcel is based on the Centerline of 82<sup>nd</sup> Avenue, being more particularly described as follows:

Beginning at a point on the existing westerly centerline of 82<sup>nd</sup> Avenue (Cascade Highway North, S.E. Flavel St. - Lake Road Section) per Oregon State Highway Department Drawing No. 7B-29-20, from which the calculated location (based on reference monuments per U.S.B.T. Entry 2002-038, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the east one-quarter corner of Section 32, T.1S R.2E, W.M., Clackamas County, Oregon, bears N01°49'49"E, 183.89 feet and the calculated location (based on reference monuments per U.S.B.T. Entry 2001-011, Clackamas County Survey Records) of a 3-1/4 inch bronze disk at the southeast section corner of said Section 32, bears S01°49'49"W, 2464.18 feet, said point being Centerline Station 412+78.69 PT of said 82<sup>nd</sup> Avenue;

Thence S01°49'49"W, along said Centerline of 82<sup>nd</sup> Avenue, 521.31 feet to Centerline Station 418+00.00 and the terminus of this description, from which the above-described calculated

COUNTY/ODOT  
Agreement No. 23930-01

Property No. 18

Exhibit B Continued

location of the east one-quarter of said Section 32 bears N01°49'49"E, 705.20 feet and the above-described calculated location of the southeast section corner of said Section 32 bears S01°49'49"W, 1942.87 feet.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the southeast one-quarter of said Section 32 was held to be N01°49'49"E as measured between the above-described calculated locations of the southeast section corner and east one-quarter corner of said Section 32.

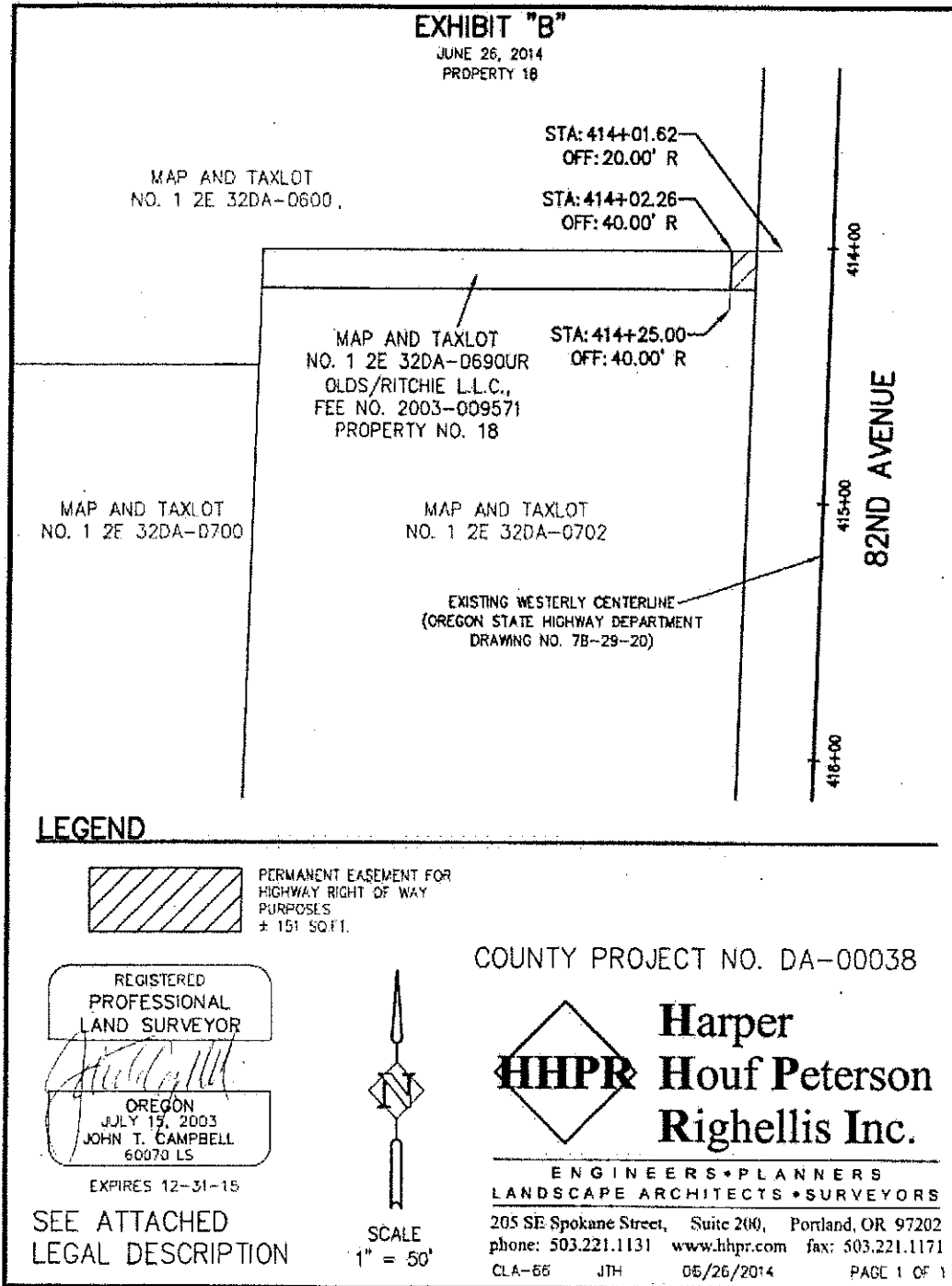
This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.



EXPIRES: 12-31-15

COUNTY/ODOT  
 Agreement No. 23930-01

Exhibit B Continued





**DEVELOPMENT AGENCY**

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

April 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Memorandum of Understanding with North Clackamas School District #12 for design consultation and assistance, and construction funding of four improvement projects at the Wichita Center for Family and Community**

<b>Purpose/Outcomes</b>	This MOU outlines roles and responsibilities for design, permitting and construction funding of four projects planned by NCSD#12 at the Wichita Center for Family and Community. The four projects include construction of a wheelchair ramp at the main entrance, a crosswalk with pedestrian-activated warning signs, a 36-stall parking lot and connection of the facility to public sewer.
<b>Dollar Amount and Fiscal Impact</b>	The Agency will reimburse NCSD#12 fully for design, permitting and construction costs for the four projects. The maximum contribution by the Agency is capped at \$500,000. Preliminary estimates for total project costs are \$450,000 - \$500,000. NCSD#12 has applied for \$130,000 in Community Development Block Grants to leverage funding provided by the Agency.
<b>Funding Source</b>	Clackamas County Development Agency
<b>Safety Impact</b>	The installation of a wheelchair ramp at the main entrance of the Wichita Center, a crosswalk with a pedestrian-activated warning signs on King Road and construction of 36 additional parking spaces will increase public access to the facility and enhance the safety of pedestrians, particularly those with mobility challenges. Connecting the facility to public sewer will eliminate the chance of the large on-site septic system failing and adversely impacting neighboring properties or contaminating ground water.
<b>Duration</b>	The MOU will be in effect until September 30, 2016.
<b>Previous Board Action</b>	In June 2014, the Board of County Commissioners approved the Agency budget for 2014/15, which directed \$500,000 to projects at the Wichita Center.
<b>Contact Person</b>	Ken Itel, Senior Project Planner, Clackamas County Development Agency – (503) 742-4324

**BACKGROUND**

The Wichita Center for Family and Community is located in the North Clackamas Revitalization Area (NCRA) urban renewal district. The Wichita Center is operated by NCSD#12 and provides much needed social and educational services for low and moderate income families, and is particularly convenient for residents of the NCRA. The facility also provides community-based services to the

general public. Supporting these services at the Wichita Center meets the goals outlined in the NCRA plan, which include developing a community center.

The Development Agency and NCSD#12 have engaged in ongoing discussions regarding a partnership to make improvements at the Wichita Center and increase access to public services. The Agency recently assisted NCSD#12 in developing and submitting a Community Development Block Grant (CDBG) application seeking additional funding for the proposed projects. The ability to leverage CDBG funds enables the Agency to direct funds to other much needed projects in the NCRA.

This Agreement provides the basis for a cooperative working relationship for the purpose of providing design and construction services for projects at the Wichita Center for Family and Community. The projects include a wheelchair ramp at the facility's main entrance meeting ADA requirements, a 36-space parking lot, connecting the facility to public sanitary sewer and decommissioning the on-site septic system, and constructing a crosswalk with pedestrian-activated warning signals on SE King Road. The projects meet the intent of the North Clackamas Revitalization Area Plan.

A Memorandum of Understanding (MOU) was developed that outlines the roles and responsibilities of the Agency and NCSD#12. The Agency will assist with the design process and coordinate permitting with NCSD#12 and its consultants. The Agency will also provide bidding and construction management assistance to NCSD#12 and its consultants. The Agency will reimburse NCSD#12 for design and construction costs, including any matching funds for projects receiving Community Development Block Grants, up to a total of \$500,000.

Construction of the wheelchair ramp will likely occur in fall 2015. Timing of the other projects is dependent on the design and permitting process, as well as coordination with the operational needs at the Wichita Center. All projects are expected to be completed no later than September 2016.

## **RECOMMENDATION**

Staff recommends the Board approve and sign the Memorandum of Understanding with North Clackamas School District #12 for design consultation and assistance, and construction funding of four improvement projects at the Wichita Center for Family and Community.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CLACKAMAS COUNTY DEVELOPMENT AGENCY  
AND  
NORTH CLACKAMAS SCHOOL DISTRICT #12**

**I. Purpose**

This Memorandum of Understanding (the "Agreement") is entered into between the Clackamas County Development Agency ("Agency") and North Clackamas School District #12 ("NCSD"). This Agreement provides the basis for a cooperative working relationship for the purpose of providing design and construction services for projects at the Wichita Center for Family and Community. The projects include a new parking lot, a wheelchair ramp at the facility's main entrance meeting ADA requirements, connecting the facility to public sanitary sewer and decommissioning the on-site septic system, and constructing a crosswalk with pedestrian-activated warning signals on SE King Road. The projects described herein meet the intent of the North Clackamas Revitalization Area Plan.

**II. Cooperation:**

A. The Agency agrees to administer four (4) construction projects, collectively known as the Wichita Center Projects, on behalf of NCSD. The Agency will perform the following tasks;

1. Construction of a new parking lot (+/- 36 stalls). Pervious concrete is a design preference which will be evaluated.
  - a. The Agency will provide a scope of work to the NCSD consultant.
  - b. The Agency will work with the NCSD consultant on design, and verify permit and land use entitlement requirements.
  - c. The Agency will facilitate and coordinate design work, permitting and land use entitlements with NCSD and the consultant.
  - d. The Agency, along with NCSD and the consultant, will develop bid specifications and advertise the bid for construction.
  - e. The Agency will enter into a contract for construction and will provide construction management services in conjunction with the consultant and County staff.
  - f. The Agency will provide full funding for design and construction of the parking lot.
2. Construction of a crosswalk with pedestrian-activated warning signals on SE King Road.
  - a. The Agency has submitted a Community Development Block Grant ("CDBG") application on behalf of NCSD for construction funds for the pedestrian crossing.
  - b. The Agency will provide a scope of work to the NCSD consultant for design of the pedestrian crossing.

- c. The Agency will work with the NCSD consultant on design, and verify permit and land use entitlement requirements.
  - d. The Agency will facilitate and coordinate design work, permitting and land use entitlements with NCSD and the consultant.
  - e. If CDBG funding is awarded, Clackamas County Community Development ("Community Development") will act as the construction project manager. The Agency will work with Community Development, NCSD and the consultant to develop bid specifications and advertise the bid for construction.
  - f. If CDBG funds are not awarded, the Agency, along with NCSD and the consultant, will develop bid specifications and advertise the bid for construction.
  - g. If CDBG funds are awarded, the Agency will provide construction management assistance to Community Development.
  - h. If CDBG funds are not awarded, the Agency will enter into a contract for construction and will provide construction management services in conjunction with the consultant.
  - i. The Agency will fully fund design work for the pedestrian crossing.
  - j. If CDBG funds are awarded, the Agency will provide the required matching funds, and any additional funds required to complete construction.
  - k. If CDBG funds are not awarded, the Agency will fully fund the construction of the signalized pedestrian crossing.
3. Construction of a wheelchair ramp at the main entrance.
- a. The Agency has submitted a Community Development Block Grant (CDBG) application on behalf of NCSD for construction funding for the wheelchair ramp.
  - b. The Agency will provide permitting and land use entitlement assistance as necessary, and assist NCSD and NCSD's architectural consultant, BBL Architects, with design refinements.
  - c. The Agency will reimburse NCSD for additional architectural services fees paid to BBL Architects for permitting, bidding and construction management. The amount reimbursable by the Agency for work performed by BBL Architects on the wheelchair ramp shall not exceed \$15,000 without written approval by the Agency.
  - d. If CDBG funding is awarded, Clackamas County Community Development will be the construction project manager. The Agency will work with Community Development, NCSD and the consultant to develop bid specifications and advertise the bid for construction.
  - e. If CDBG funds are not awarded, the Agency along with NCSD and the consultant will develop bid specifications and advertise the bid for construction.
  - f. If CDBG funds are awarded, the Agency will provide construction management assistance to Community Development.



- g. If CDBG funds are not awarded, the Agency will enter into a contract for construction and will provide construction management services in conjunction with the consultant.
  - h. If CDBG funds are awarded, the Agency will provide the required matching funds, and any additional funds required to complete construction.
  - i. If CDBG funds are not awarded, the Agency will fully fund the construction of the main entrance wheelchair ramp.
4. Connection of the Wichita Center to public sewer and on-site system decommissioning.
- a. The Agency will provide a scope of work to the NCSD consultant.
  - b. The Agency will work with the NCSD consultant on design, and verify permit requirements.
  - c. The Agency will coordinate with NCSD and the City of Milwaukie regarding project permitting and annexation of the property to the City of Milwaukie.
  - d. The Agency, along with NCSD and the consultant, will develop bid specifications and advertise the bid for construction.
  - e. The Agency will contract with the winning bidder for sewer connection and on-site system decommissioning work.
  - f. The Agency will provide construction management services in conjunction with County staff.
  - g. The Agency will fully fund connection of the Wichita Center to public sewer and the on-site system decommissioning work.
  - h. The Agency will assist NCSD with preparation of an annexation application and will reimburse NCSD for application and annexation fees associated with annexation of the property to the City of Milwaukee.
  - i. It is the understanding of the Agency that NCSD desires this to be the final project of the Wichita Center Projects described herein so that the other on-site projects may be completed under Clackamas County zoning regulations.

B. NCSD will provide necessary assistance to the Agency in order to complete the four (4) projects, collectively known as the Wichita Center Projects. NCSD will provide assistance in the following ways;

1. NCSD will coordinate with the Agency in the design, bidding and construction of the projects. In addition, NCSD will also coordinate with Clackamas County Community Development should any of the projects be awarded CDBG funding.
2. NCSD will contract with consultants for design and construction management services for the four Wichita Center projects.
3. When requested, NCSD will provide timely feedback regarding design, RFQ and construction bid advertisements, permitting and construction issues. Timely feedback is defined as any deadline specified by the Agency in carrying out the above mentioned tasks.

4. NCSD will respond in a timely manner to Agency's requests to execute applications or documents and to provide information or approval to the Agency or consultants for purposes of fulfilling the purpose of this Agreement.
5. If CDBG funds are awarded for any of the projects, NCSD will comply with CDBG funding requirements and will respond in a timely manner to requests by the Agency or Community Development to provide information or approvals for purposes of fulfilling CDBG requirements.
6. In addition to the liaison listed below in Section IV, as necessary, NCSD will designate an individual or individuals to coordinate with the Agency in carrying out individual projects.

### **III. General Requirements**

1. It is the desire of both parties to complete the four Wichita Center projects as soon as practicable, if possible during the summer of 2015. The Agency will endeavor to complete the projects as described in the tasks under Section II. NCSD acknowledges that it may not be possible to complete any or all projects within the desired time frame due to circumstances beyond the control of the Agency.
  - a. These circumstances include, but are not limited to, the length of time necessary to contract for project design and obtain construction ready plan documents, the amount of time required to obtain necessary permits or land use approvals, the timing and availability of CDBG funds, should they be awarded, the time required to bid and contract for construction, and the construction window available as a result of Wichita Center usage and programming.
  - b. Design and construction timing is also highly dependent on the receipt of necessary information and approvals requested by the Agency and/or Community Development from NCSD. All parties will in good faith attempt to meet project deadlines but recognize timelines may need to be adjusted because of unforeseen circumstances.
2. In the event any or all of the Wichita Center projects are unable to be completed in 2015, the parties may mutually agree in writing to adjust project timelines, or modify or terminate projects as necessary. In the event of project alterations, other terms of this Agreement shall remain in effect except for mutually agreed upon changes. In no event shall NCSD claim any damages, monetary or otherwise, resulting from the Agency's failure to complete the Wichita Center Projects by September 30, 2016.
3. The Development Agency's maximum contribution to the Wichita Center Projects shall not exceed \$500,000 unless additional funding is approved by the Development Agency Board. All contracts for Wichita Center projects are subject to approval by the Development Agency Board.

### **IV. Liaison Responsibility**

Joe Krumm, or his designee will act as liaison for NCSD for this project.

### **V. Special Requirements**

1. The Agency and NCSD agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
2. Subject to the limits of the Oregon Tort Claims Act, Article 11 Section 10 of the Oregon Constitution, Clackamas County shall indemnify, defend and hold harmless NCSD, its officers, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts,

errors or omissions of Agency personnel (including Agency's contractor's acting pursuant to the terms of this Agreement.

Subject to the limits of the Oregon Tort Claims Act, Article 11 Section 7 of the Oregon Constitution, NCSD shall indemnify, defend and hold harmless Agency, its officers, commissioners, employees, and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of NCSD personnel acting pursuant to the terms of this Agreement.

3. **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 Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
4. **Access to Records.** The Agency, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of NCSD which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
5. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

#### **VI. Amendment**

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.

#### **VII. Integration**

This Agreement contains the entire agreement between the Agency and NCSD and supersedes all prior written or oral discussions or agreements.

#### **VIII. Waiver**

The Agency and NCSD shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

**IX. Term of Agreement and Termination**

This Agreement becomes effective the date that it is fully executed and shall continue until the Wichita Center Projects, described in this Agreement, are substantially complete, or September 30, 2016, whichever is sooner.

Either party may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

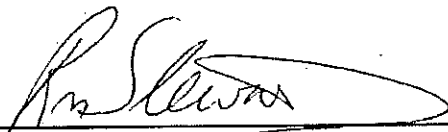
CLACKAMAS COUNTY  
DEVELOPMENT AGENCY,  
A corporate body politic

NORTH CLACKAMAS SCHOOL DISTRICT

\_\_\_\_\_  
Chair: John Ludlow

Address: 2051 Kaen Rd  
Oregon City, OR 97045

\_\_\_\_\_  
Date



\_\_\_\_\_  
Name: Ron Stewart  
Title: Assistant Superintendent

Address: 4444 SE Lake Road  
Milwaukie, OR 97222

\_\_\_\_\_  
Date

3/23/2015



DAN JOHNSON  
MANAGER

**DEVELOPMENT AGENCY**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #1 to the Contract Documents with Harper Houf Peterson Righellis Inc. for Consulting Services for Engineering Design and Construction Plans for the Monterey Avenue Extension Project**

<b>Purpose/Outcomes</b>	This amendment will provide management, support and design expertise throughout construction of the Monterey Avenue extension from 82 <sup>nd</sup> Avenue to Fuller Road.
<b>Dollar Amount and Fiscal Impact</b>	The contract amendment is \$182,339.97, which is approximately 5.2% of the estimated construction cost. This is within industry standards for construction management.
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved.
<b>Safety Impact</b>	Effective construction management will ensure the project is constructed in a safe manner and that the finished product meets all standards.
<b>Duration</b>	The contract will terminate on March 31, 2016.
<b>Previous Board Action</b>	The Board of County Commissioners previously approved a contract with HHPR on September 12, 2013 for project design. The contract allows for it to be amended if construction management services are needed.
<b>Contact Person</b>	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract for design of the Monterey Avenue extension project. The design is complete and staff is preparing to begin construction in mid-May.

Some construction management and inspection services will be provided by County staff, but HHPR is needed to provide ongoing support and design expertise throughout construction. Their services will include submittal review, design modifications, survey quality assurance, record drawing production and post construction surveying.

In addition, they have included some time for construction inspection as this is required as the engineer of record and must certify particular project elements such as the bridge and signal installation.

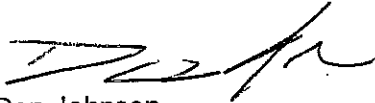
HHPR's has submitted a not to exceed fee of \$182,339.97, which is 5.2% of the estimated construction cost and within industry standards. HHPR will bill on a time and materials basis.

This contract has been reviewed and approved by County counsel.

**RECOMMENDATION:**

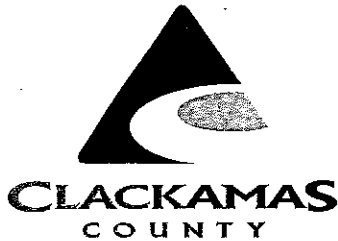
Staff recommends the Board approve and sign amendment #1 to the contract documents with Harper Houf Peterson Righellis, Inc. for consulting services for engineering design and construction plans for the Monterey Avenue extension project.

Respectfully submitted,



Dan Johnson  
Development Agency Manager

Placed on the April 16, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

April 16, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **April 16, 2015**, this Amendment #1 to the contract with Harper Houf Peterson Righellis, Inc. for **Consulting Services for Engineering Design and Construction Plans for the Monterey Avenue Extension Project**. This amendment was requested by David Queener, Development Agency Project Manager. The original contract amount was \$914,568.42. Amendment #1 will add construction management services as allowed in the contract documents from the original solicitation under Section 3 Scope of Work (Task 5 Note). This will increase the contract amount by \$182,339.97. The new total contract amount is not to exceed \$1,096,908.39. In addition, the term of the contract is extended through March 31, 2016. This amendment is in compliance with LCRB Rule C047-0800 Contract Amendments and has been reviewed and approved by County Counsel. Funds are available in account line 450-6600-00-481200-30038 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



**AMENDMENT #1 TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON  
RIGHELLIS INC FOR ENGINEERING DESIGN AND CONSTRUCTION PLANS FOR THE  
MONTEREY AVENUE EXTENSION PROJECT**

This Amendment #1, when signed by **HARPER HOUF PETERSON RIGHELLIS INC** ("Contractor") and the Board of County Commissioners, Acting as the Governing Body of the Development Agency ("Agency"), will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and Agency entered into those certain contract documents for the provision of services dated **SEPTEMBER 12, 2013**, as may be amended ("Contract");

WHEREAS, the Contractor and Agency desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the Agency and Contractor hereby agree that the Contracts are amended as follows:

**SECTION 6 AGREEMENT FORM**

**I Compensation**

A. Increase the contract compensation by \$182,339.97. The new total contract amount is not to exceed \$1,096,908.39. Extend the term of the contract through March 31, 2016.

**II Services To Be Provided**

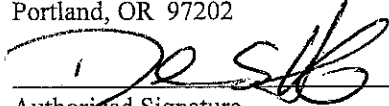
Add the scope of work for Construction Management Services per Attachment "A". These services are allowed to be amended into the contract scope, per the original contract solicitation, under Section 3 Scope of Work (Task 5 Note).

<b>ORIGINAL CONTRACT</b>	<b>\$ 914,568.42</b>
<b>AMENDMENT #1</b>	<b>\$ 182,339.97 Time Extension</b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$1,096,908.39</b>

Except as set forth herein, the Agency and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

Harper Houf Peterson Righellis Inc  
205 SE Spokane Street, Suite 200  
Portland, OR 97202

CLACKAMAS COUNTY BOARD OF  
COMMISSIONERS Acting as the Governing  
Body of the Development Agency by:

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

**DANIEL S. HOUF, V.P.**  
\_\_\_\_\_  
Name / Title (Printed)

**4-3-15**  
\_\_\_\_\_  
Date

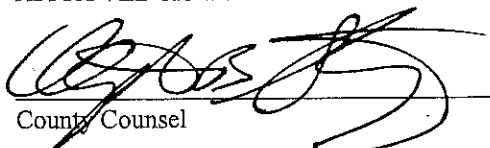
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Phone Number

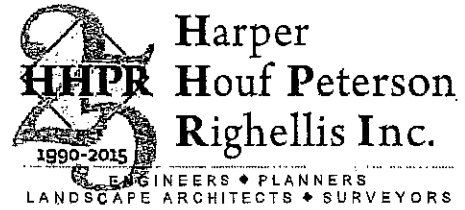
**227670-81**  
\_\_\_\_\_  
\*Oregon Business Registry #

APPROVED AS TO FORM

**CHAPTER S CORP.**  
\_\_\_\_\_  
Entity Type / State of Formation

  
\_\_\_\_\_  
County Counsel

**Scope of Services for Monterey Avenue Extension  
Construction Services Contract**  
Harper Houf Peterson Righellis Inc.  
March 23, 2015  
Page 1 of 2



### Project Description

This project consists of approximately 1,200 feet of new concrete roadway that will extend SE Monterey Avenue from SE 82<sup>nd</sup> Avenue to SE Fuller Road. Construction includes new road excavation and embankment, new storm conveyance and water quality/detention facilities, new sanitary facilities, new 12" waterline and new 29-foot span bridge over Phillips Creek, retaining walls, paving of asphalt and concrete roads, installation of new curb and gutters, concrete sidewalks, striping and signing, street lighting, signal improvements, and landscape improvements.

The HHPR team will provide construction services as requested by Clackamas County. While it is anticipated that the County will provide the primary inspection services for the project, HHPR is able to assist county by providing construction management, field engineering, supplemental or specialty inspection (as requested), and survey services. The County's Project Manager will coordinate directly with the Consultant Team's Project Manager during construction to request additional services or changes to the construction services being performed. It is assumed that construction will take place over a 6-month period, beginning May 1; however, the contract length will extend through December 31, 2015, to assist with project closeout, as needed.

The specific tasks anticipated throughout construction are outlined below:

- A. Pre-construction Services Attend the pre-construction conference to define contractor responsibilities, standards, special items of interest to the project, traffic control, access, communications and scheduling.
- B. Construction Engineering and Inspection – Work directly with the County's project manager, construction inspector or other assigned inspectors during construction. Periodically visit the project site, interpret change orders requests, attend weekly construction meetings, coordinate with utilities as required, and review submittals. Full-time inspection services are anticipated to be provided by the County, however supplementary or specialty inspection can be provided upon request. HHPR has included 120 hours of inspection time required for the installation of the water line for Clackamas River Water, and an additional 120 hours of inspection time (as requested by the County) to be used as needed. The specific construction-phase tasks will be outlined as follows:
  1. Submittal / Shop Drawing Review – Review shop drawings and submittals provided by the contractor. Maintain a submittal log to track submittal status and ensure a timely response.
  2. Project Meetings – Attend weekly construction meetings as required during construction of the project (assumed 20 meetings). Additional meetings may be required to address immediate conflicts or other urgent issues (assumed 10 meetings).
  3. Construction Inspection – Full-time inspection will be provided by the County. However, HHPR will provide inspection for installation of CRW water line and can provide supplemental inspection services for the County upon request. In addition, HHPR will provide periodic engineering oversight and specialty inspection services (drilled shaft, bridge, signals) as necessary to assist with identifying and resolving issues that arise in the

## Scope of Services for Monterey Avenue Extension

### Construction Services Contract

Harper Houf Peterson Righellis Inc.

March 23, 2015

Page 2 of 2

field. It is assumed that landscape inspection for the additional four-year plant establishment period will not be required as part of this work.

DKS will provide a certified signal inspector for the installation of the signal at SE 82<sup>nd</sup> Avenue.

4. Engineering Support/Design Questions/Modifications – Provide engineering support to Clackamas County (or the contractor as required) to clarify construction contract documents, respond to field inquiries, or monitor design assumptions. If directed by the County, HHPR will provide additional design drawings/details to aid in providing response.
  5. Survey Quality Assurance – Consultant will provide digital survey information including control points to the County and contractor in the formats requested. Consultant will provide spreadsheet with STA/OFF/ELEV calculations for typical cross-section finished grade, slopes, and elevations at 25-foot intervals and at horizontal and vertical cardinal stations within the paving limits of the project. Consultant shall provide periodic review and on-site field checks to confirm accuracy of the contractor's survey submittals, grade calculations and field work. Construction staking will be the responsibility of the contractor.
- C. Project Closeout/Record Drawings – Facilitate a final walkthrough and inspection of the project, and develop of a final punchlist. Once all construction and final inspections are complete and the project has been accepted by the County, HHPR will modify the construction drawings to reflect changes made during construction, as directed by the County. A set of reproducible record drawings will be provided to the County along with digital files. It is assumed that as-built data will be provided from the inspector's and contractor's field drawings, field notes, field design changes, and the required contractor submittals.
- D. Post-Construction Survey Work – Provide survey services for post-construction monumentation of centerline and new right-of-way, and file a record of survey with Clackamas County. Monument boxes for centerline monuments should be obtained and installed by the contractor. Once installed, the monuments will be set inside the boxes. Approximately 5 monument boxes are anticipated.

