

AGENDA

Thursday August 8, 2019 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-81

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Employee Spirit Awards Presentation (Jackie Nerski, Emergency Mgmt.)
2. Department of Transportation & Development (DTD) Outstanding Customer Service Awards Presentation (Dan Chandler, County Administration, Cheryl Bell DTD)

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

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

1. Second Reading of Ordinance Number 06-2019 Amending Chapter 8 (Business Regulation), Section 8.07, Alarm Permit (Julie Rush, Sheriff's Office) *1st reading was 7-18-19*

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Sub-recipient Agreement No. 20-007 with City of Lake Oswego/Lake Oswego Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of a Local Grant Agreement with Clackamas Women's Services to Provide Evidence-based Parenting Education Classes – *Children, Families & Community Connections*
3. Approval for Amendment No. 6 to Agreement No. 7462 to a Revenue Agreement with Oregon Health Authority for Pharmacist Services to Members Enrolled with the Oregon Health Plan (OHP) – *Health Centers*

4. Approval of Agreement No. 9119 to a Revenue Agreement with Oregon Health Authority for Reproductive Health Services to Members enrolled with the ScreenWise Program – *Health Centers*
5. Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for Human Immunodeficiency Virus (HIV) Testing and Counseling Services – *Public Health*

B. Department of Transportation & Development

1. Board Order No. _____ Adopting the Vacation of a Portion of Haskin Mill Road
2. Approval to Accept Award for Regional Travel Options (RTO) Grant for Safe Routes to School Program Coordinator

C. Elected Officials

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

D. Business & Community Services

1. Approval of a Research Services Agreement No. 27786 with the University of Oregon, Department of Architecture as Part of the United State Forest Dept. Wood Innovation Grant

E. Human Resources

1. Approval of Amendment No. 1 between Clackamas County, Clackamas County Housing Authority, and Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC - *Procurement*

F. Juvenile Department

1. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Youth Authority for Juvenile Crime Prevention Basic Services and Diversion Services for Secure Detention Beds
2. Approval of Amendment No. 4 to Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near Metro South Transfer Station
3. Approval of Personal Services Contract with Latino Network to Provide Community-Based Diversion Services - *Procurement*

G. Technology Services

1. Approval of an Intergovernmental Agreement between Clackamas Broadband eXchange and the City of Sandy to Deliver Internet Service to US Forest Service Roads, 29, 31, 35, 35A and 35B as Part of the Kiwanis ISP Project

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a RiverHealth Stewardship Grant Agreement with Water Environment Services for Funding to Support Water Education Projects

VI. DEVELOPMENT AGENCY

1. Approval of an Assignment and Second Amendment to the Disposition Agreement with Clackamas Crossing, LLC

VII. WATER ENVIRONMENT SERVICES

1. Approval of Intergovernmental Agreements with the Cities of Gladstone and Oregon City for the Water Environment Services Good Neighbor Fund

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>

The A-Team is *Your* Activities Team.

Your A-Team

Activities by and for employees

ATeam@Clackamas.us

August 8, 2019

SPiRiT Excellence Employee Awards

The A-Team, with the support of County Administration and Human Resources, desires to bring an increased level of recognition for employees and to our daily actions that contribute to excellent public service.

A combined team of A-Team individuals and Leadership team members selected the 10 most illustrative employee recognitions from over a hundred SPiRiT Awards submitted this past fiscal year. Peers nominated the following individuals and their submissions were chosen for solidifying Our Core Values.



SERVICE PROFESSIONALISM INTEGRITY RESPECT INDIVIDUAL ACCOUNTABILITY TRUST

Congratulations to the employees selected this year:

Suzanne Baughman, Traci Nichols, Char Kasch-McIntyre, Stacy Davenport, Kim Brown, Glen Hamburg, Stephanie Speidel, Callie Collette, Cindy Garcia, Kevin Ko

The County Activities Team (A-Team) is a group of employees who volunteer to create events to invest in employee connection and fun. This helps invest in quality customer service, because employees know more about other departments through connections with new colleagues.



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Second Reading of Ordinance Number 06-2019 Amending Chapter 8 (Business Regulation), Section 8.07, Alarm Permit

Purpose/Outcome	To update the Alarm Ordinance to reflect changes to the field and to incorporate industry best practice standards
Dollar Amount and Fiscal Impact	Effective July 1, 2019, revised Alarm Program fees and fines went into effect. Please refer to the attachments for detailed amounts
Funding Source	Alarm permit fees and fines
Safety Impact	Amended language provides clarity for law enforcement response and obligations
Duration	Indefinite
Previous Board Action/Review	April 30, 2019 Policy Session and First Reading on July 18, 2019
Strategic Plan Alignment	Furtheres the County's focus to keeping our residents safe, healthy and secure
Counsel Review	County Counsel reviewed and edited prior drafts of the proposed amendments. The amended version of the ordinance brought before the Board has been fully vetted with County Counsel
Contact Person	Julie Rush, Alarm Program Coordinator, Sheriff's Office, (503) 785-5183 Scott Ciecko, Senior Legal Counsel, County Counsel (503) 742-5390

BACKGROUND:

Proposed revisions and additions were needed to account for enforcement limitations of the existing alarm ordinance, non-compliance of alarm users and new alarm technology. The proposed revisions and additions also encourage the accountability of alarm businesses to adopt best practices to assist with false alarm reduction.

QUESTIONS FROM FIRST READING:

During the first reading, Commissioner Humberston inquired about the total number of alarm calls. The following data was provided:

- The total false alarm count for unincorporated Clackamas County in calendar year 2018 = 3235;
- The total alarm incidents for the period January – June 2019 = 2674; and
- The total responses to alarm incidents for the period January – June 2019 = 1082.

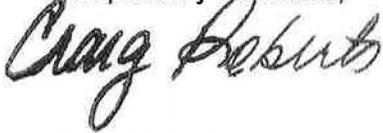
Additionally, Commissioner Humberston requested the cost for alarm response. For the period January – June, 2019, 311 patrol hours were dedicated to alarm response. At an average wage of \$105.35 per hour (inclusive of personnel, materials and services and administrative overhead), the approximate cost for alarm response for the period January – June 2019 is \$32,764.

"Working Together to Make a Difference"

RECOMMENDATION:

Staff respectfully requests that the Board accept the revised ordinance as presented and that it repeal and replace Chapter 8.07 with said revised ordinance.

Respectfully submitted,

A handwritten signature in black ink that reads "Craig Roberts". The signature is written in a cursive, flowing style.

Craig Roberts,
Sheriff

Attachments:

- 1) Current Ordinance
- 2) Revised Ordinance
- 3) Alarm Program Fees and Fines Effective on 7/1/19

ORDINANCE NO. 06-2019

**An Ordinance Repealing and Replacing Chapter 8.07, Alarm Permit Ordinance of
the Clackamas County Code**

WHEREAS, the Board of County Commissioners finds that the proposed language replacing Chapter 8.07 provides a stronger regulatory tool for the Sheriff and provides the public with clear instructions about obtaining a permit and what happens when a false alarm occurs; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.07 Burglar Alarm Ordinance is hereby repealed and replaced with attached Chapter 8.07 Alarm Systems Ordinance.

ADOPTED this 8th day of August, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

ORDINANCE NO. 01-2010

An Ordinance Repealing and Replacing Chapter 8.07, Alarm Permit Ordinance of the Clackamas County Code

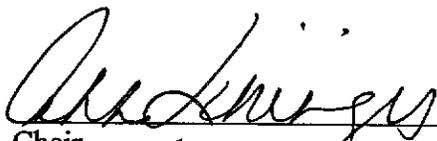
WHEREAS, the Board of County Commissioners finds that the proposed language replacing Chapter 8.07 provides a stronger regulatory tool for the Sheriff and provides the public with clear instructions about obtaining a permit and what happens when a false alarm occurs; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.07 Burglar Alarm Ordinance is hereby repealed and replaced with the attached Chapter 8.07 Alarm Permit Ordinance.

ADOPTED this 28th day of January, 2010

BOARD OF COUNTY COMMISSIONERS



Chair



Recording Secretary

Chapter 8.07

8.07 ALARM PERMIT ORDINANCE

8.07.010 Purpose

- A. The purpose of this chapter is to protect the efficient use of Clackamas County Sheriff emergency law enforcement services and to protect the public from unreasonable alarm noise and disturbance.
- B. The provisions of this chapter shall be administered by the Clackamas County Sheriff and shall apply only to Alarm Systems operated in unincorporated Clackamas County, unless otherwise permitted by law.
[Codified by Ord. 05-2000, 7/13/00]

8.07.020 Definitions

- A. ALARM BUSINESS means a business by any individual, partnership, corporation or other entity, that sells, leases, maintains, services, repairs, alters, replaces, moves or installs, any Alarm System in or on any building, structure, dwelling or facility.
- B. ALARM SYSTEM means any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an entry to a building, structure, dwelling or facility or other activity requiring urgent attention and to which emergency services are expected to respond.
- C. ALARM USER means the person(s), firm, partnership, association, corporation, company, organization of any kind, or public entity in control of any building, structure, dwelling or facility wherein an Alarm System is maintained.
- D. AUTOMATIC DIALING DEVICE means a device, which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or chapter signal an emergency message indicating a need for emergency response.
- E. FALSE ALARM means an alarm signal eliciting a response by emergency services when a situation requiring a response does not in fact exist. False Alarm does not include an alarm signal caused by uncontrollable conditions of nature or other extraordinary circumstances not reasonably subject to control by the Alarm Business or Alarm User.
- F. SHERIFF means the Clackamas County Sheriff or designee.
[Codified by Ord. 05-2000, 7/13/00]

8.07.030 Fines and Fees

- A. Fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.
- B. Fees must be paid upon demand and fines must be paid within 14 days of the date of notice that a fine is due or the fine will double.

8.07.040 Alarm Permit Requirements; Violation; Suspension of Sheriff Emergency Services

- A. No Alarm System shall be operated without an alarm permit issued by the Sheriff. Application for an alarm permit shall be made with the Sheriff and the applicant shall be the responsible party for purposes of enforcing this chapter.
- B. A permit shall be issued to the property address of the Alarm System and bear the signature of the Sheriff. The permit shall be valid for one-year from the date issued unless suspended pursuant to this chapter.
- C. An alarm permit shall be kept physically upon the premises using the Alarm System and shall be available for inspection by the Sheriff upon request.
[Amended by Section 30 of Ord. 5-2003, Enacted 3-13-03]
- D. An alarm permit fee is not required upon proof that a residential applicant is over 65 and is a primary resident unless a commercial business is conducted in or on the premises.
- E. An alarm permit fee is not required when the Alarm User is a public entity and the permit issued shall not be subject to suspension.
- F. It shall be a violation of this chapter to operate an Alarm System without a permit except as provided by this chapter. Within 14 days of a Notice of Violation an Alarm User must submit a permit application, and applicable fees and fines to the Sheriff. Failure to comply may suspend further Sheriff emergency law enforcement services to the subject address without further notice.
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

8.07.050 Automatic Dialing Device: Certain Interconnections Prohibited

- A. It is a violation of this chapter for any person to program an Automatic Dialing Device to select a telephone line assigned to the County.
- B. It is a violation of this chapter to fail to disconnect or to reprogram an Automatic Dialing Device which is programmed to select a telephone line assigned to the County within twelve (12) hours of notice that it is so programmed.
[Codified by Ord. 05-2000, 7/13/00]

8.07.060 False Alarms and Permit Suspension

- A. It shall be a violation of this chapter for an Alarm User to incur a False Alarm at the permit address during the alarm permit year. The fourth False Alarm in a permit year shall be cause to suspend the alarm permit for one year from the date of the last False Alarm
- B. Following a fourth False Alarm within the permit year, the Sheriff will mail the permit applicant a Notice of Suspension which unless appealed in accordance with this chapter will be effective and final on the date of mailing without further notice.
- C. The Sheriff may suspend law enforcement emergency response to an alarm at the permit address for the period of suspension or until a new permit is issued.
- D. An alarm permit suspended under this chapter will prohibit reapplication at the permit address for the term of the suspension period and until all fines have been paid, except upon new application and proof of transfer of ownership of the property.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

8.07.070 Appeal of Notice of Suspension

- A. An appeal of Notice of Suspension of an alarm permit may be made by a permit applicant and must be received by the Sheriff within 14 days from the date of mailing of the notice. It must set forth an explanation why the permit should not be suspended, an explanation if any for the False Alarms to include supporting or mitigating information, and describe actions taken to eliminate a future False Alarm.
- B. The Sheriff will review a timely appeal and issue a written final determination setting forth reasons supporting the determination within 14 days from the date of receipt of the appeal. The final determination will be effective on the date issued and shall include information on the right of appeal.
- C. Appeal of a final determination may be taken exclusively by writ of review in the manner set forth in ORS 34.010 to ORS 34.100.

8.07.080 Continuous Alarm as Public Nuisance; Disconnection Of Alarm

Any bell, horn, or siren used in conjunction with an Alarm System which can be heard outside a building, structure, dwelling or facility for more than fifteen (15) minutes continuously or intermittently and the Alarm User is not readily available or able to silence the device, is a public nuisance and may be disconnected or otherwise silenced by responding law enforcement personnel. Disconnection may be made by such means as is reasonably necessary to silence the alarm. The Alarm User shall be solely responsible for property damage associated with disconnecting or silencing the alarm, and costs of reconnection. [Codified by Ord. 05-2000, 7/13/00]

8.07.090 Allocation Of Revenues And Expenses

All fees and fines collected pursuant to this chapter shall be set aside solely for the administration of this chapter. The Sheriff shall maintain records sufficient to identify the sources and amounts of that revenue.
[Codified by Ord. 05-2000, 7/13/00]

CHAPTER 8.07: ALARM SYSTEMS

8.07.010 Purpose and Scope

A. The purpose of this chapter is to reduce the number of false alarms from private alarm systems by requiring alarm users and alarm businesses to retain responsibility for maintaining the mechanical reliability and the proper use of alarm systems to prevent unnecessary emergency response to false alarms and thereby protect emergency response capabilities of Clackamas County from misuse.

B. This chapter governs systems intended to summon a public safety response, authorizes fees and fines, establishes a system of administration, sets conditions for the suspension of public safety response and establishes a public education and training program.

C. The provisions of this chapter shall be administered by the Clackamas County Sheriff and shall apply only to alarm systems operated in unincorporated Clackamas County, unless otherwise permitted by law. [Adopted by Ord. 01-2010, 1/28/10]

8.07.020 Definitions

ALARM ADMINISTRATOR means the person or persons designated by the Sheriff's Office to administer the provisions of this chapter.

ALARM BUSINESS means the business by any individual, partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, or installing any alarm system in or on any building, structure or facility. Alarm businesses also include any person, business, or organization that monitors security alarm systems and initiates alarm dispatch requests.

ALARM USER means any person who has contracted for monitoring, repair, installation or maintenance service for an alarm system from an alarm installation company or monitoring company, or an individual or business who purchases, installs (see DIY), or self-monitors (see MIY) an alarm system which is not professionally monitored, maintained or repaired under agreement with an alarm business.

ALARM USER AWARENESS CLASS means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

ALARM SITE means a structure or portion thereof served by a single security alarm system. In a multi-tenant building or complex, each portion of the structure or complex having its own security alarm system is considered a separate alarm site.

ALARM SYSTEM means a device or series of devices, which emit or transmit an audible or remote visual or electronic alarm signal, arranged to identify the occurrence of an illegal entry or other activity intended to summon public safety response. The term includes hardwired systems, surveillance cameras and systems interconnected with a radio frequency method such as cellular or private radio signals, and includes local alarm systems. This does not include an alarm installed in a motor vehicle or a system which will not emit a signal, either audible or visible, from the outside of the building, residence or beyond, but is designed solely to alert the occupants of a building or residence.

AUTOMATIC DIALING DEVICE means a device connected to a telephone line or internet connection programmed to select a predetermined telephone number or internet location (URL address) and transmit by voice message or code signal an emergency message indicating a need for emergency response.

DIY SYSTEM (Do it yourself) means an alarm system installed by an alarm user.

ENHANCED CALL CONFIRMATION (ECC) means an attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user and/or the alarm user's designated representatives by telephone and/or other electronic means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting a burglar alarm dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

FALSE ALARM means an alarm signal, eliciting a response by law enforcement when a situation requiring a response by law enforcement does not in fact exist. An alarm is not considered false if there are signs of forced or attempted entry, is caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

FALSE ALARM RESPONSE means response to an alarm dispatch request by law enforcement where, in the opinion of responding law enforcement, no evidence of criminal activity or attempted forced entry is present that can be reasonably attributed to the alarm activation. Additionally, when law enforcement is unable to determine if evidence of a criminal offense or attempted criminal offense is present because of inaccessibility of the alarm site, the response is presumed to be a false alarm, and is subject to false alarm fines.

MIY SYSTEM (monitor it yourself) means the monitoring of an alarm system by the alarm user.

MONITORING means the process an alarm business uses to keep watch on alarm systems; to receive alarm activation signals from alarm systems; to verify alarm activations; to relay alarm dispatch requests to the emergency dispatch center for the purpose of summoning law enforcement response to an alarm site; and to cancel alarm dispatch requests.

PERMIT YEAR means a 12-month period beginning on the day and month on which an alarm permit is issued.

PRIMARY RESIDENT means an alarm user who lawfully occupies an alarm site as an owner, tenant, or holder of other right to occupy the property.

REVOKED OR REVOCATION means the cancellation of a permit because the alarm user has failed to renew their permit and/or has unpaid fees or fines. Revocation will result in non-response to alarm calls by law enforcement for up to one year from the date of revocation.

REINSTATEMENT means the alarm user has obtained or renewed the required alarm permit, has paid all associated fees and fines and/or has prevailed on an appeal.

RUNAWAY ALARM means an alarm system that produces repeated alarm signals from the same zone that do not appear to be caused by separate human action.

SUSPENSION means the termination of public safety response to alarms at a specified alarm site as a result of violations of this ordinance.

UNMONITORED ALARM SYSTEM means an alarm system that is not actively monitored by an alarm business and whose function is to evoke law enforcement response by means of a generally audible or visible signal, or the alarm user.

VERIFY with reference to the monitoring of an alarm system, means an attempt by the alarm company, or its representative, to contact the alarm site and responsible party (parties) by telephonic or other electronic means, whether or not actual contact with a person(s) is made, before requesting law enforcement response, in an attempt to avoid false alarms.

VIDEO VERIFICATION An electronic picture, pictures or images viewing an area of the protected premises from which an alarm signal has been received which permits monitoring business personnel or an alarm user to view the area which has an alarm to verify an emergency condition exists or alternately that no emergency appears to exist.

8.07.030 Alarm Sites Must be Registered

A. Law enforcement response to private security alarm sites in unincorporated Clackamas County without corroboration of the need for law enforcement services is a privilege available only to those alarm users who have alarm systems registered with the Clackamas County Sheriff's Office and have obtained the required permit. In order to ensure sufficient law enforcement resources remain available to properly respond to all calls for service, the Clackamas County Sheriff's Office will respond to alarm calls that are not verified only at alarm sites where valid permits have been issued.

B. It shall be a violation of this chapter to operate an alarm system without a permit. The alarm user shall be the responsible party for purposes of enforcing this chapter. Within fourteen (14) days of a Notice of Violation an alarm user must submit a permit application, and applicable fees and fines to the Sheriff.

C. Failure to obtain or maintain a valid permit will also result in the Sheriff's Office suspending law enforcement responses to unverified alarm calls at the alarm site.

8.07.040 Permit Terms and Fees

A. Alarm permits are valid for one year from the date of issuance.

B. Alarm permits are issued to a person or persons (alarm user) having ownership or control of an alarm site (e.g., home owner, business owner, tenant, leaseholder, etc.).

C. Alarm permits are issued to a specific alarm user and alarm site until a change of ownership or control of the alarm site occurs.

D. Alarm permits are non-transferable. A new alarm permit must be obtained whenever there is a change of ownership or occupancy of an alarm site.

E. An alarm permit fee is not required upon proof that a residential applicant is over 65 and is a primary resident unless a commercial business is conducted in or on the premises.

F. An alarm permit fee is not required when the alarm user is a public entity (e.g., public schools, US Postal Service, City or County offices, law enforcement and fire agencies) and the permit issued shall not be subject to suspension.

G. On receipt of the permit application and applicable fees, the alarm administrator (or designee) shall issue an alarm permit.

H. An alarm permit shall be posted at the alarm location and must be visible to responding law enforcement.

I. Alarm permits may be renewed under the following conditions:

1. The alarm site has no unpaid fines;
2. The permit is not suspended for excessive false alarms;
3. The permit is not revoked; and
4. The alarm user updates the registration information, or verifies that the existing information is current.

8.07.050 Duties of the Alarm User

A. An alarm user shall maintain the alarm site and the alarm system in good operating condition and free of false alarms. In addition, the alarm user shall ensure that all persons with access to the premises have an adequate understanding of the alarm system to prevent an unintended activation.

B. An alarm user shall make every reasonable effort to arrive at (or arrange for a designated, responsible person to arrive at) the alarm system's location within thirty (30) minutes after being requested by the monitoring company or law enforcement to:

1. Deactivate the alarm system;
2. Provide access to the alarm site; and/or
3. Provide alternative security for the alarm site.

C. An alarm user shall provide updated names and contact phone numbers to the alarm monitoring company of at least two (2) individuals who are able and have agreed to:

1. Receive notification of an alarm system activation at any time;
2. Respond to the alarm site at any time; and
3. Provide access to the alarm site and deactivate the alarm if necessary.

D. An alarm user must report their assigned permit number to their monitoring company.

E. An alarm user may not activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report.

F. An alarm user may not use automatic voice dialers.

G. An alarm user must notify the monitoring company of the alarm site of any suspension of law enforcement response (as provided under this chapter) and request that the monitoring company not make a burglar alarm dispatch request.

H. An alarm user is responsible for obtaining and annually renewing the alarm permit.

I. An alarm user is financially responsible for paying fees and fines as outlined in this ordinance.

8.07.060 Duties of Alarm Installation and Monitoring Companies

A. An alarm business shall take reasonable measures to prevent the occurrence of false alarms, and will take corrective action following a third (3rd) false alarm activation (in a permit year) with the alarm user.

B. The alarm installation company shall provide written and oral instructions to each of its alarm users regarding the proper use and operation of their alarm system, specifically to include all instructions necessary to arm and disarm, and how to cancel an unintended alarm activation.

C. Alarm installation companies shall not install or issue a device to activate a hold up alarm, which is single action, non-recessed button.

D. An alarm installer or monitoring company must not use automatic voice dialers.

E. Each alarm installing company and alarm monitoring company shall designate one individual who has the knowledge and authority to address false alarm issues and respond to requests from the alarm administrator. The name, phone number and email address of this individual must be provided to the alarm administrator and be annually updated.

F. A monitoring company shall:

1. Not make an alarm dispatch request of a law enforcement agency in response to a burglary alarm signal, excluding panic, duress and hold up signals, during the first seven (7) days following an alarm system installation.
2. Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Verification shall require, as a minimum, that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic, duress, hold up or robbery, or in cases where a crime-in-progress has been verified.
3. When requesting law enforcement response to an alarm site, provide information which may include, but is not limited to, the following information:
 - a. The alarm site permit number;
 - b. The location of the alarm activation to include all additional address identifiers (suite number, apartment number, unit number, etc.); and/or
 - c. The type of alarm activation (burglary, panic, motion, etc.) and the identification of the alarm signal (north, south, front door, back slider, etc.).

G. Transmitted video images should show obvious criminal event-in-progress prior to dispatching law enforcement resources. A person merely seen on video does not establish criminal intent or activity. If transmitted images do not show an obvious criminal event-in-progress the standard verification process of calling the premises and authorized key holders must be undertaken.

H. A monitoring company shall fully inform and caution the Clackamas County Department of Communications (CCOM) dispatcher at the time the initial request is made, of known precautions responding law enforcement personnel must take to avoid incurring injury.

I. A monitoring company, after receiving notice from the alarm administrator that an alarm user's registration status is that of non-registered, shall not make a burglar alarm dispatch request from that alarm user until the required permit has been issued and the alarm user has provided the permit number to the company.

8.07.070 False Alarms

It shall be a violation of this chapter for an alarm user to incur a false alarm at the permit address during the alarm permit year. The fourth (4th) false alarm in a permit year shall be cause to suspend the alarm permit for one year from the date of the last false alarm.

8.07.080 Fees and Fines

A. Fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.

B. A late charge may be imposed if fines and fees are not paid within thirty (30) days after the invoice is mailed.

C. The alarm administrator may assess the alarm user a fine for a false alarm occurring at the alarm user's alarm site.

D. The alarm location may be suspended from law enforcement response if the alarm user has failed to make a timely payment of a fee or fine assessed under Section 8.07.100 (A)(3) of this chapter.

E. Additional fines may be imposed to the person(s) operating an unregistered alarm system that results in a dispatch request to an alarm activation.

F. If cancellation of law enforcement response occurs prior to their arrival at the alarm site *within 10 minutes of the initial request*, the response is not considered a false alarm and no false alarm fine will be assessed.

G. The alarm installation company shall be assessed a fine if responding law enforcement determines that an on-site employee of the alarm installation company directly caused the false alarm. In this situation, the false alarm will not be counted against the alarm user.

H. The monitoring company shall be assessed a fine for failure to verify alarm system signals as specified in Section 8.07.060 (F) (2) of this chapter.

I. A fine shall be assessed if an alarm business makes a false statement concerning the inspection of an alarm site, the performance of an alarm system, or a call confirmation log.

J. A fine shall be assessed if a monitoring company continues to request law enforcement response to a runaway alarm at an alarm site that has received four (4) or more alarm signals in a permit year from a singular zone where the alarm site has been suspended for excessive false alarms.

K. Notice of the right of appeal under this chapter will be included with notice of any fine.

L. The alarm administrator may offer a one-time waiver for the false alarm fine for the first chargeable false alarm during the alarm user's 1-year registration period, pending the successful completion of the online alarm user awareness class available through the alarm administrator. In order to have the fine waived, the alarm user shall have successfully completed the class within 30 days of the fine notice. Alarm users without online access may request the online school and test be mailed to them. Reasonable additional time to complete the alarm user awareness class shall be allowed for mail delivery.

M. In the event that fines and fees assessed are not paid in full per the guidelines set forth in this chapter, Clackamas County reserves the right to assign the debt for collection.

8.07.090 Audible Alarms; Restrictions, Abatement of Malfunctioning Alarm

A. Any bell, horn, or siren used in conjunction with an alarm system which can be heard outside a building, structure, dwelling or facility for more than fifteen (15) minutes continuously or intermittently and the alarm user is not readily available or able to silence the device, is a public nuisance and may be disconnected or otherwise silenced by responding law enforcement personnel. Disconnection may be made by such means as is reasonably necessary to silence the alarm. The alarm user shall be solely responsible for property damage associated with disconnecting or silencing the alarm, as well as, the costs of reconnection. The County, its employees or agents shall not be responsible or liable for damage resulting from such a disconnection.

8.07.100 Suspension of Response

A. The alarm administrator may suspend law enforcement response to unverified alarm calls at an alarm site if it is determined that:

1. The alarm user has four (4) or more false alarms during a permit year;
2. There is a statement of a material fact known to be false in the alarm permit application.
3. The alarm user has failed to make timely payment of a fee or fine assessed under Section 8.07.080 of this chapter; or
4. An appeal request has been denied for failure to provide adequate documentation as to the cause of the violation and the corrective action taken.

B. Unless there is separate indication that there is a verified crime in progress, law enforcement may refuse response to an alarm dispatch request at an alarm site for which the alarm permit is revoked or suspended.

C. The alarm administrator may again suspend law enforcement response to a reinstated alarm site by again revoking or suspending the alarm registration if it is determined that two (2) false alarms have occurred within sixty (60) days after the reinstatement date.

8.07.110 Appeals

A. If the alarm administrator assesses a fee or fine, suspends an alarm registration or denies the issuance, renewal or reinstatement of an alarm permit, the alarm administrator shall send notice of the action and a statement of the right to appeal to the affected alarm user or alarm business.

B. The alarm user or alarm business may appeal any action described above to the Sheriff, or their designee(s), within twenty-one (21) days from the date of the notice. Failure to deliver the appeal within that time period is a waiver of the right to appeal.

C. The procedure for an appeal to the Sheriff, or their designee(s), is as follows:

1. The alarm user or alarm business submits a written request and provides supporting and mitigating information for appeal as outlined in the appeal guidelines provided in the Notice of Right to Appeal.
2. The Sheriff, or designee(s) will review the appeal within thirty (30) days after receipt of the request and will consider the evidence submitted by the appealing party. The Sheriff, or designee(s), will base its review of the decision by a preponderance of evidence and will render a decision within fifteen (15) days after the date of the review. The decision shall affirm or reverse the decision or action taken by the alarm administrator. The decision of the Sheriff, or designee(s), shall be the final determination of the County in the matter.
3. Filing of an appeal stays the payment for a fee or fine until the appeals process has been exhausted. Any false alarms accrued following the suspension date will be added to the total count at the maximum fine rate.
4. Appeal of a final determination of the County may be taken exclusively by writ of review in the manner set forth in ORS 34.010 to ORS 34.100.

D. The alarm administrator or designee(s), may adjust the count of false alarms or assessed fees based upon:

1. Evidence that a false alarm was caused by action of a communications services provider (i.e., telephone, cellular, cable company);
2. Evidence that a false alarm was caused by a power outage of more than 4 hours or severe weather such as a tornado, earthquake, or excessive winds where a high wind warning has been issued and measured by a local, recognized weather monitoring station (sustained winds of 40 mph or greater).
3. Evidence that an alarm dispatch request was not a false alarm.

E. The alarm administrator may waive all or part of a false alarm fine due to extenuating circumstances or to encourage corrective action with supervisor approval.

8.07.120 Reinstatement

A. A person whose alarm permit has been revoked or suspended may, at the discretion of the Sheriff's Office, have the alarm permit reinstated by the alarm administrator if the alarm user has:

1. Paid a reinstatement fee;
2. Paid or has otherwise resolved, all outstanding fees and fines; or
3. Had an appeal approved and has paid any outstanding fees and/or fines.

8.07.130 Confidentiality

Clackamas County will strive to ensure confidentiality of information submitted by permit applicants and holders and will disclose such information only to the extent required by law.

8.07.140 Allocation of Revenues and Expenses

All fees and fines collected pursuant to this chapter shall first be set aside solely for the administration of this chapter. Funds collected beyond the requirement of the administration of the alarm chapter shall be used to reimburse the Clackamas County Sheriff's Office Patrol Division as a means of cost recovery for public safety response. The Sheriff shall maintain records sufficient to identify the sources and amounts of that revenue.

8.07.150 No Duty to Respond

Alarm registration is not intended to, and does not create a contract, duty, obligation or relationship, between the Clackamas County Sheriff or Clackamas County and the alarm user or alarm business, nor does it guarantee law enforcement response to any alarm call when there is no other indication of the existence of an actual emergency. Any and all liability and consequential damage resulting from failure to respond to an alarm dispatch request is hereby disclaimed and immunity as provided by law is retained. By applying for an alarm permit, the alarm user acknowledges that alarm response may be influenced by the availability of law enforcement resources, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

8.07.160 Severability

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

APPENDIX A - FEES

<p>Legislative History – Adopted by Res#2002-138, 7/1/02; amended by Res#2003-197, 10/2/03; amended by Res#2005-181, 6/30/05; amended by Res#2006-254, 6/22/06; amended by Res#2006-536, 12/7/06; amended by Res#2007-327, 6/21/07; amended by Res#2007-328, 6/21/07; amended by Res#2008-59, 5/8/08; amended by Res#2008-90, 6/26/08; amended by Res#2009-03, 4/9/09; amended by Res#2009-72, adopted 6/25/09; amended by Res#2010-18, adopted 2/25/10; amended by Res#2010-87, 6/24/10; amended Res#2010-122, 10/28/10; amended by Res#2011-49, 6/23/10; amended by Res#2011-75, 10/6/11; amended by Res#2012-32, 5/10/12; amended by Res#2012-62, 6/28/12; amended by Res#2013-51, 6/27/13; amended by Res#2014-01, 1/9/14; amended by Res#2014-59, 6/26/14; amended by Ord#03-2014, 7/31/14; amended by Res#2015-64, 6/25/15; amended by Res#2015-110, 10/22/15; amended by Res#2016-39, 5/5/16; amended by Res#2016-53, 6/30/16; amended by Res#2017-68, 6/29/17; amended by Res#2018-57, 6/28/18; amended by Res#2018-101, 10/11/18; Amended by Ord#01-2019, 2/21/19; amended by Res#2019-63, 6/27/19;</p>					
Department/Division	Auth. Legislation	Fee set by ORS	ORS authorized fee	Code authorized fee	Fee amount
Alarm User Permits			x		
Residence					\$20 per year
Business					\$50 per year

APPENDIX B - FINES

Appendix B – Fines (Adopted by Res# 2002-139, 7/1/02; amended by Res#2003-197, 10/2/03; amended by Res#2005-181, 6/30/05; amended by Res# 2009-72, 6/25/09; amended by Res#2010-34, 4/22/10; Amended by Res#2010-122, 10/28/10; Amended by Res#2012-62, 6/28/12); amended by Res#2014-59, 6/26/14; Amended by Ord. 03-2014, 7/31/14; Amended by Ord. 06-2015, 6/25/15; Amended by Ord. 05-2019, 6/27/19.

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	FINE AMOUNT
SHERIFF					
Failure to obtain burglar alarm permit	Code §8.07			x	\$75
False Alarm	Code §8.07			x	
1st False Alarm				x	No charge
2nd False Alarm				x	\$100
3rd False Alarm				x	\$150
4th False Alarm				x	\$200
Past Due Fine				x	\$25
Alarm Company Fine				x	\$100

COPY

August 8 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement #20-007 with the
City of Lake Oswego/Lake Oswego Adult Community Center to Provide
Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$59,039. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation (SPA) funds, and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Agreement approved by County Counsel on 4/30/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9272; Subrecipient #20-007

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Subrecipient Agreement #20-007 with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Lake Oswego area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a contractor to provide OAA services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Lake Oswego/Lake Oswego Adult Community Center showed an interest in providing these services

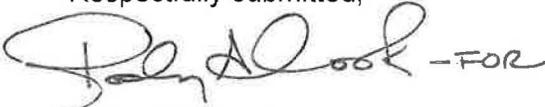
in the Lake Oswego area, so a Subrecipient agreement with the City of Lake Oswego/Lake Oswego Adult Community Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on April 30, 2019. This agreement was delayed by the City of Lake Oswego.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift" with a stylized flourish at the end. To the right of the signature, the word "FOR" is written in a simple, uppercase font.

Richard Swift, Director
Health Housing and Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-007**

This Agreement is between Clackamas County (COUNTY), a political subdivision of the State of Oregon, acting by and through its
Health Housing & Human Services Department,
Social Services Division – Area Agency on Aging, and
City of Lake Oswego (SUBRECIPIENT), acting by and through its
Lake Oswego Adult Community Center, a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierai@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Center Director	Program Representative: Center Director
Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us	Ann Adrian P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 aadrian@ci.oswego.or.us
DUNS: 06-524-8932	FEIN: 93-6002231

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which City of Lake Oswego ("SUBRECIPIENT") agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$59,039**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

 - a. Grant Funds.** COUNTY's funding of **\$45,867** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. Other Funds.** COUNTY's funding of **\$12,457** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$715** for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit ; Special Program Allocation.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the

likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.

- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.

- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the *Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives

shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state 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, in accordance with 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to

deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation

of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

i. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. 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.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise

restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

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

 - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

(b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

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

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

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

vii. Primary Coverage Clarification. SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

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

ix. Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

d. Assignment. This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- **Exhibit 1 Scope of Work, Service Objectives, and Elements of Completion**
- **Exhibit 2 Transportation Provider Standards**
- **Exhibit 3 Required Federal Terms and Conditions**
- **Exhibit 4 Subrecipient Standard Terms and Conditions**
- **Exhibit 5 Reporting Requirements**
- **Exhibit 6 Budget and Units of Service**
- **Exhibit 7 Congressional Lobbying Certificate**
- **Exhibit 8 Subrecipient Information**

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

**City of Lake Oswego –
Lake Oswego Adult Community Center**

By: 
Kent Studebaker, Mayor

Signing on Behalf of the Board:

Approved as to Content:

By: _____
Rich Swift, Director
Health, Housing and Human Services

By: 
Ann Adrian, Center Manager
Lake Oswego Adult Community Center

Dated: _____

Dated: 7/12/19

Approved to Form:

By: 
County Counsel

Dated: 4/30/19

August 8, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Clackamas Women's Services to provide
Evidence-based Parenting Education Classes

Purpose/Outcome	Clackamas Women's Services will provide three Spanish evidence-based parent education class series to Clackamas County parents of children ages birth to 16 years.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$14,128.70. No Impact to County and no match required.
Funding Source	Oregon Community Foundation (\$5762.15) Oregon State University for its College of Public Health (\$8366.55)
Duration	August 1, 2019 to June 30, 2020
Previous Board Action/Review	
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: July 9, 2019.
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9378

BACKGROUND:

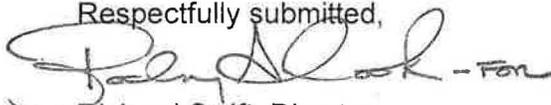
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement with Clackamas Women's Services to provide three Spanish evidence-based parent education classes to parents of children ages birth to 16 years. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

This Grant Agreement is effective upon signature by all parties for services starting on August 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$14,128.70.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

CLACKAMAS COUNTY, OREGON	
LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9378	
Program Name: OPEC Parenting Education	
Program/Project Number: 9378	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Clackamas Women's Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Chelsea Hamilton
Clackamas County Finance	Children, Family & Community Connections
2051 Kaen Road	150 Beavercreek Rd.
Oregon City, OR 97045	Oregon City, OR 97045
(503) 742-5429	(503) 650-5682
larrycru@clackamas.us	chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Services	Clackamas Women's Services
256 Warner Milne Road	256 Warner Milne Road
Oregon City, OR 97045	Oregon City, OR 97045
503-557-5801	503-557-5810
carlab@cwsor.org	melissae@cwsor.org
FEIN: 93-0900119	

RECITALS

1. Clackamas Women's Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series' to parents of children ages birth to 6 years and parents of children ages 6 to 16 years old, who are living in Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct one Spanish class series of Make Parenting A Pleasure (targeting families with children birth to 6 years old) and one Spanish class series of Active Parenting Now (targeting families with children 6 to 14 years old). SUBRECIPIENT will also conduct one Spanish class series of Active Parenting Teen. Classes must target families with children 11 to 16 years old.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (**\$5762.15**) and Oregon State University for its College of Public Health and Human Sciences (**\$8366.55**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$14,128.70**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

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

- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative and Oregon State University for its College of Public Health and Human Sciences/HDFS/Hallie E. Ford Center for Healthy Children and Families.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). 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.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 8) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 9) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement

shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SUBRECIPIENT

Clackamas Women's Services
256 Warner Milne Rd
Oregon City, OR 97045

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

By: 
Melissa Erlbaum, Executive Director

Dated: 7.18.19

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved as to budget and work plan:

Korene Mather, Interim Director
Children, Family & Community Connections

Dated: _____

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #6 to Agreement #7462 to a Revenue Agreement
with Oregon Health Authority
for Pharmacist Services to members enrolled with the Oregon Health Plan (OHP)

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) reimbursement for Pharmacist Services serving OHP patients treated at CCHCD clinics.
Dollar Amount and Fiscal Impact	CCHCD is eligible to receive payment for services furnished to persons enrolled in OHP health plans. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	CareOregon
Duration	Effective upon execution and no expiration.
Previous Board Action	The Board last reviewed and approved this contract on May 5, 2016, agenda item A1.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on July 25, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7642_06

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #6 to Agreement #7642 to a Revenue agreement with CareOregon for the purpose of providing Pharmacist Services.

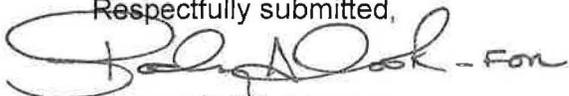
This agreement will establish a schedule of payments for professional services rendered by pharmacists to OHP/Medicaid Plans and Medicare Advantage Plan recipients under this Agreement. CareOregon will use formulas and other methodologies set forth in this Agreement.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized patients cannot be projected with certainty. No County General Funds are involved. The Amendment #6 is effective upon signature and will continue until terminated.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Healthy Families. Strong Communities.

AMENDMENT #6

To The

CAREOREGON PROVIDER AGREEMENT

Between

CAREOREGON, INC.

#7642_06

and

CLACKAMAS COUNTY AGING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION

This is an Amendment to the CareOregon Provider Agreement (hereinafter referred to as "Agreement") that was effective June 1, 2016 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County (hereinafter referred to as "Provider").

CareOregon and Provider agree that the Agreement between the parties be amended as follows:

1. Exhibit H, Pharmacist Services, Schedule of Payment For OHP/Medicaid Plans is hereby added.
2. Exhibit H-1, Pharmacist Services, Schedule of Payment For OHP/Medicaid Plans and Medicare Advantage Plan is hereby added.

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **July 1, 2019**. All other terms and conditions of the Agreement shall remain in full force and effect.

CAREOREGON, INC.

CLACKAMAS COUNTY ACTING BY AND THROUGH ITS HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION

Signature: _____

Signature: _____

Name: Eric C. Hunter

Name: Richard Swift

Title: Chief Executive Officer

Title: Director

Date: _____

Date: _____

Tax ID: 93-6002286

EXHIBIT H

PHARMACIST SERVICES

SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:

This schedule establishes payment for professional services rendered by pharmacists to OHP/Medicaid Recipients under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Addendum and the Fee Schedule Specifications, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Addendum and the Fee Schedule Specifications with 30 days prior written notice. CareOregon may make Non-Material Changes to the Fee Schedule Specifications immediately upon notice to Provider. "Non-material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

1. Pharmacists must be credentialed by CareOregon in order to submit and receive payment.
2. Pharmacists must follow documentation requirements as outlined by the CPT manual, Board of Pharmacy rules, and Guideline note 64 of the DMAP Prioritized List as applicable.
3. Pharmacists agree to use CareOregon's secure database for care coordination purposes.
4. CareOregon will authorize payment if all of the above have been met based on the following fee schedule:

CareOregon Fee Schedule	
80000-89999 Pathology and Laboratory services	Current DMAP Rate
90471-90474 Immunization Administration for Vaccines	Current DMAP Rate
90476-90749 Vaccine Serum	Current DMAP Rate
G0008-G0010 Vaccine Administration	\$16.41
36415 and 36416 Venipuncture services	Current DMAP Rate
99201-99215 Evaluation & Management services, pursuant to a clinical pharmacy/collaborative practice agreement for post-diagnostic disease state management services	Current DMAP Rate
99441-99443 Non-Face-to-Face telephone consult services	Current DMAP Rate

TERMINATION

Either party may terminate this Addendum with a written, 30-day notice

EXHIBIT H (Cont)

PHARMACIST SERVICES

SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:

CONFIDENTIALITY

This Exhibit and the Fee Schedule Specifications contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's Payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

EXHIBIT H-1

PHARMACIST SERVICES

**SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS
AND MEDICARE ADVANTAGE PLAN:**

This schedule establishes payment for professional services rendered by pharmacists to OHP/Medicaid and CareOregon Advantage Recipients under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the Fee Schedule Specifications, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Addendum and the Fee Schedule Specifications with 30 days prior written notice. CareOregon may make Non-Material Changes to the Fee Schedule Specifications immediately upon notice to Provider. "Non-material Changes" shall mean routine updates to CPT or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

1. Pharmacists must be credentialed by CareOregon in order to submit and receive payment.
2. CareOregon will provide a list of patients that meet selection criteria and would benefit from clinical pharmacy services. The list may be periodically updated. The Pharmacist may also submit a request for patient(s) not on the list to be considered for clinical pharmacy services. CareOregon will authorize additional patients at its discretion on a case-by-case basis based on patient selection criteria.
3. CareOregon will require an authorization and documentation be submitted for payment. Documentation requirements will be determined by CareOregon to meet regulatory and billing requirements, as well as for audit and outcomes evaluation purposes. The specific documentation requirements are outlined in the Pharmacist Reimbursement Policy and Procedure which may be periodically updated by CareOregon upon a 30-day notice.
4. CareOregon will authorize payment if all of the above have been met based on the following fee schedule:

CareOregon Fee Schedule	
Special Carve-out Segments:	
Procedure Codes:	
99605 Medication therapy management services provided by a pharmacist, individual, face-to-face with patient, initial 15 minutes, with assessment, and intervention if provided; initial 15 minutes, new patient	\$35.01
99606 Initial 15 minutes, established patient	\$30.01
99607 Each additional 15 minutes	\$13.33
Part D Medication Therapy Management Program Comprehensive Medication Review (CMR): An interactive, person-to-person medication review and consultation of the patient's medications (including prescriptions, over-the-counter, herbals, and dietary supplements) performed in real-time with a summary of the results of the review provided to the patient and provider.	\$75 per completed CMR
Targeted Medication Review or Coordinated fill visit	\$75/hour, pro-rated

EXHIBIT H-1 (Cont)

PHARMACIST SERVICES

SCHEDULE OF PAYMENT AND SPECIFICATIONS:

TERMINATION

Either party may terminate this Addendum with a written, 30-day notice.

CONFIDENTIALITY

This Exhibit and the Fee Schedule Specifications contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

OTHER

Any copays, coinsurance, deductibles or any other cost sharing, if any, shall be offset against the allowed amount for Covered Services, without regard to whether Provider has collected such amounts. Provider's Payment may be reduced by the amount of any applicable cost sharing, depending on the form of Member's benefit plan.

August 8, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval for Agreement #9119 to a Revenue Agreement with Oregon Health Authority for Reproductive Health Services to members enrolled with the ScreenWise Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's reproductive healthcare.
Dollar Amount and Fiscal Impact	CCHCD is eligible to receive payment for services furnished to persons eligible for the ScreenWise Program. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	State of Oregon – Oregon Health Authority (OHA)
Duration	Effective upon execution and no expiration.
Previous Board Action	There has been no previous board action on this item.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on July 22, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9119

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Agreement #9119 to a Revenue agreement with OHA for the purpose of providing Reproductive Health Services.

This agreement will allow CCHCD to receive compensation as an enrolled provider agency with the State of Oregon, OHA, Public Health Department, for providing services to persons eligible for the ScreenWise Program in Oregon related to breast and cervical cancer screenings, cardiovascular services, and genetics counseling and testing related to hereditary breast cancer (ScreenWise services). The ScreenWise Program aims to reduce disparities in breast, cervical, and hereditary cancer morbidity and mortality. This is accomplished by securing access to evidence-based clinical services via the ScreenWise Provider Network and by supporting statewide health system change.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized patients cannot be projected with certainty. No County General Funds are involved. The Agreement #9119 is effective upon signature and will continue until terminated.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink that reads "Richard Swift" with a stylized flourish at the end.

Richard Swift, Director
Health, Housing, and Human Services

PUBLIC HEALTH DIVISION
 ScreenWise Program
 800 NE Oregon Street, Suite 370
 Portland, OR 97232
 Email: screenwise.info@dhsoha.state.or.us



#9119

ScreenWise Medical Services Agreement Provider Instructions

1	Enter the complete legal name of your business.
2	Enter the commonly used name of your business, if different.
3	Enter your complete office/business address (physical location of office).
4	If you wish to receive payment and correspondence at another address or PO Box, enter the complete address here. If this is blank, all mail will be posted to the address in field 3.
5	Indicate if you are applying to be an enrolling provider, ancillary provider, or both. <ul style="list-style-type: none"> • “Enrolling provider” means a medical office or provider that is approved by Public Health Division (PHD), to provide screening services, or care coordination for ScreenWise program clients. Services are outlined in the ScreenWise Program Manual. • “Ancillary provider” means a medical office or provider that is a laboratory, imaging center, surgeon and surgical facility, hospital, or healthy behavior support program.
6	Enter your business telephone and fax numbers, including area code, and email address.
7	Enter your Employer Identification Number or your Social Security Number. Provider must enter Social Security Number or Federal Tax ID number, pursuant to 42 CFR 433.37, ORS 305.385, OAR 125-20-410(3) and OAR 150-305.100, for the administration of state, federal and local tax laws. Attach a copy of your IRS Confirmation Letter.
8	Enter your business license number or your professional license number. Attach a copy of the license.
9	Enter your National Provider Identification number.
10	Enter your Taxonomy code.
11	If applicable, enter your Clinical Laboratory Improvement Amendments certification number and attach a copy of your CLIA certification letter.
12	If applicable, enter your Mammography Quality Standards Act certification number and attach a copy of your MQSA certification letter.
13	Indicate the proprietary nature of your business by checking the appropriate box. Please explain when “other” is indicated.
14	If you are an agency that has multiple sites, please identify if all sites are included in this medical services agreement. If your sites have different NPI # or Taxonomy codes, those must be listed. If there are more than six, please identify on the back of the Provider Information page.

NOTE: If a provider changes name, address, business affiliation, licensure, lab certification, or ownership, PHD must be notified in writing within 30 days of the change. Payments made to providers who have not furnished such notification may be recovered.

Applications must be signed and dated by the Provider. Electronic signatures are acceptable but PHD will not accept stamped signatures. PHD will return incomplete applications.

DATE: 07/22/2019
MM / DD / YYYY

**State of Oregon
OHA Medical State Services Agreement
ScreenWise Program Provider**

Provider Information

1. Business Name County of Clackamas, Oregon			2. Common Name (if different) Clackamas Health Centers		
3a. Physical Location Address 2051 Kaen Road, Suite 367			4a. Mailing Address (if different) Same - Admin and Billing		
3b. City Oregon City	3c. State OR	3d. ZIP 97045	4b. City Oregon City	4c. State OR	4d. ZIP 97045
3e. County Clackamas			5. Provider Type <input checked="" type="checkbox"/> Enrolling <input type="checkbox"/> Ancillary		
6a. Phone (503) 742 5300			7. EIN or SSN 93-6002286		
6b. Fax (503) 742 5979			8. License # N/A		
6c. Email _____					
9. NPI # 1720017809	10. Taxonomy Code 261QF0400X	11. CLIA # 38D0662552	12. MQSA # N/A		
13. Check one: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other (explain): Local County Government					
14. Sites included in agreement: If NPI # and Taxonomy code are different for each site, please list Site, Location, NPI # and Taxonomy Codes for each site:					
Site 1: Beaver Creek Health Clinic			Location: 110 Beaver Creek Road, Suite 100		
Site 1: NPI # 1720017809			Taxonomy code: 261QF0400X		
Site 2: Sunnyside Health Clinic			Location: 9775 SE Sunnyside Road, Suite 200		
Site 2: NPI # 1891042487			Taxonomy code: 261QF0400X		
Site 3: Sandy Health Clinic			Location: 37400 Bell Street		
Site 3: NPI # 1043566847			Taxonomy code: 261QF0400X		
Site 4: Gladstone Health Clinic			Location: 18911 Portland Avenue		
Site 4: NPI # 1275880866			Taxonomy code: 261QF0400X		
Site 5:			Location:		
Site 5: NPI #			Taxonomy code:		
Site 6:			Location:		
Site 6: NPI #			Taxonomy code:		

Oregon ScreenWise Program Medical Services Agreement

This Medical Services Agreement sets forth the conditions for being enrolled as a provider agency (Agency) with the State of Oregon, Oregon Health Authority (OHA), Public Health Division (PHD). An enrolled Agency is eligible to receive payment by PHD for services furnished by Agency to persons eligible (Clients) for the ScreenWise Program (ScreenWise) in Oregon related to breast and cervical cancer screening, cardiovascular services, and genetics counseling and testing related to hereditary breast cancer (ScreenWise services).

Eligibility in ScreenWise is conditioned on the Agency's execution and delivery of the application and required certification. The information disclosed by the Agency may be subject to verification by PHD. This information will be used for purposes related to the administration of the ScreenWise Program.

I. As a condition for participation as an Agency with OHA, Agency agrees as follows:

A. Services:

1. To provide ScreenWise services to program-eligible clients.
2. To perform all ScreenWise services for which PHD pays the Agency under this Medical Services Agreement (Agreement) as an independent contractor. The Agency is not an "officer", "employee", or "agent" of PHD or OHA, as those terms are used in ORS 30.265.

B. Accurate billing: To certify by signature of the Agency or designee, including electronic signatures on a claim form or transmittal document, that the services claimed were actually provided and medically appropriate, were documented at the time they were provided, and were provided in accordance with professionally recognized standards of health care, OARs and this Agreement. The Agency is solely responsible for the accuracy of claims submitted and the use of a billing entity does not change the Agency's responsibility for the claims submitted on Agency's behalf. Any overpayment made to Agency by OHA may be recouped by OHA including withholding of future payments or other process as authorized by law

C. Payment: To accept PHD's payment for any ScreenWise services as payment in full and to not make any additional charge to a Client except as specifically allowed by the OARs. By accepting payment the Agency certifies that it has complied with all applicable state laws, federal laws, and OARs. Payment for services performed is contingent on PHD receiving federal funding sufficient to allow PHD to continue to make payments.

D. Record keeping; access; confidentiality of client's records:

1. To keep complete, accurate financial and clinical records and all other documentation regarding the specific care, items or services for which payment has been requested.
2. To provide upon reasonable request by PHD, OHA, DMAP, Oregon Department of Justice Medicaid Fraud Unit, Oregon Secretary of State's Office, and the federal government and their duly authorized representatives, immediate access to review and copy any and all records relied on by Agency in support of ScreenWise services billed to PHD. The term "immediate access" means at the time the written request is presented to the Agency.

3. To protect the confidentiality of identifying information that is collected, used or maintained about a Client. A Client's records are confidential and may be given only to the Client or to others with the Client's prior written consent, or for purposes directly connected with the administration of the public assistance laws, or as required by law. To the extent the Agency is a covered entity, the Agency specifically agrees that it is required to comply with the Health Insurance Portability and Accountability Act (HIPAA).
- E. Security:** To take reasonable precautions to assure the security of all confidential information, passwords, personal identification numbers (PIN) or other security access codes.
- F. Compliance with applicable laws and program requirements:** To adhere to all applicable OARs. "OARs" means the PHD Oregon Administrative Rules, OAR 333-010-0100 through 333-010-0197, as those rules may be adopted or amended from time to time. The agency is responsible for all Social Security payments and federal or state taxes applicable to payments under this Agreement.

To comply with the ScreenWise Program Manual that can be found on the ScreenWise Program web site at www.healthoregon.org/screenwise. The ScreenWise Program manual, as amended from time to time, is hereby incorporated by reference. PHD may, in its discretion, revise the program's Current Procedural Terminology (CPT) code list and Provider Manual. PHD will provide 30 days written notice, via email, to Agency of revisions to the ScreenWise CPT code list or Provider Manual. Agency's delivery of a ScreenWise service after receipt of such notice shall be considered Agency's acceptance of the revisions and this Agreement shall be deemed amended at such time to incorporate the revised CPT code list or Provider Manual. If Agency does not wish to accept and be bound by the revisions to the CPT code list or the Provider Manual, Agency should not render further ScreenWise services after receipt of notice of the revisions and should terminate this Agreement in accordance with Section II A below.

II. Standard Terms and Conditions

- A. Termination and duration of agreement:** The Agency or PHD may terminate this Agreement without cause at any time by written notice to the others, subject to any specific termination requirements in the OARs. This notice shall specify the effective date of termination. The Agency shall send the termination notice to:
- ScreenWise
800 NE Oregon Street, Suite 370
Portland, Oregon 97232
- B. Eligibility and continued participation; provider sanctions and payment recovery:** Failure to comply with the terms of this Agreement or the OARs, failure of the application or certificate to be accurate in any respect, or failure to notify PHD of changes in name, address, business affiliation, licensure, or ownership may result in sanctions, termination of the agreement, or payment recovery pursuant to OAR 333-010-0170 through 333-010-0180, subject to appeal rights described in OAR 333-010-0185 through 333-010-0195
- C. Effective date:** This Agreement is effective upon the date of approval of the PHD representative, as indicated by the signature at the end of the Agreement. It will remain effective until such time as the Agency or PHD terminates the Agreement. Any prior contract, price agreement, or vendor agreement between OHA and Agency for ScreenWise services is terminated immediately upon execution of this Agreement.
- D. Notice:** 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 Agency or PHD 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.

Clackamas County Health Centers Division

Agency name:

By signing this Agreement you acknowledge that you have read the Agreement, understand the terms of the Agreement and agree to be bound by the terms and conditions of the Agreement.

Signature of agency authorized business representative

Date

Richard Swift

Printed name

Director

Title of business representative

PHD: By its signature, the Public Health Division certifies that the Agency qualifies as a ScreenWise Program Provider.

By: _____ Date: _____

Printed name

Title of PHD representative

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. COUNTY OF CLACKAMAS, OREGON	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2051 KAEN ROAD	Requester's name and address (optional)
6 City, state, and ZIP code OREGON CITY, OREGON 97045	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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8	6												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 8/7/18
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF PROVIDER-PERFORMED MICROSCOPY PROCEDURES**

LABORATORY NAME AND ADDRESS
CLACKAMAS HEALTH CENTERS
110 BEAVERCREEK RD STE 100
OREGON CITY, OR 97045

CLIA ID NUMBER
38D0662552

EFFECTIVE DATE
01/01/2018

LABORATORY DIRECTOR
ANDREW SUCHOCKI MD

EXPIRATION DATE
12/31/2019

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



A handwritten signature in blue ink that reads "Karen W. Dyer".

Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project
for Human Immunodeficiency Virus (HIV) Testing and Counseling Services

Purpose/Outcomes	Provide HIV testing, counseling, and outreach to Clackamas County population.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$75,244.
Funding Source	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 01, 2019 and terminates on June 30, 2020
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on July 16, 2019
Contact Person	Richard Swift, Interim Public Health Director – 503-650-5694
Contract No.	9330

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of a Sub-recipient Professional Services Agreement with Cascade AIDS Project for HIV Testing and Counseling Services. The County receives pass through funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Cascade AIDS Project to manage the HIV program. This Agreement is retroactive due to an extensive review of scope of work with Program Management and Cascade AIDS to ensure we were meeting the needs of the program and the requirements of the grant.

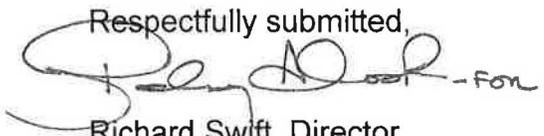
This Agreement has a maximum value of \$75,244. This Agreement is effective July 1, 2019 and continues through June 30, 2020.

Page 2 Staff Report
August 08, 2019
Agreement #9330

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", with a horizontal line extending to the right and the word "For" written below it.

Richard Swift, Director
Health, Housing, and Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-014**

Project Name: **HIV Testing – Contract #9330**

Project Number: **40063**

This Agreement is between **Clackamas County**, a political subdivision of the State of Oregon, acting by and through its Department of Health, Housing and Human Services, Public Health Division ("COUNTY") and **Cascade AIDS Project (CAP)** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: **Sherry Olson**

Program Manager: **Anna Summer**

Clackamas County – Public Health Division

Clackamas County – Public Health Division

2051 Kaen Road, Suite 367

2051 Kaen Road, Suite 367

Oregon City, OR 97045

Oregon City, OR 97045

Phone: (503) 742-5342

Phone: (503) 742-5382

Email: SOlson4@co.clackamas.or.us

Email: ASummer@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: **Wenda Tai**

Program Representative: **Erin Butler**

Cascade AIDS Project (CAP)

Cascade AIDS Project (CAP)

520 NW Davis St., Suite 215

520 NW Davis St., Suite 215

Portland, OR 97209

Portland, OR 97209

Phone: (503) 278-3880

Phone: (503) 223-5997

Email: wtai@cascadeaids.org

Email: ebutler@cascadeaids.org

DUNS: 867947061

RECITALS

1. COUNTY has an Intergovernmental Agreement ("IGA") for the Financing of Public Health Services through its Public Health Division, the entity designated, pursuant to ORS 431.110, 431.115 and 431.413 as the Local Public Health Authority for Clackamas County ("LPHA") and the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium period 2019-2021. SUBRECIPIENT desires to partner with COUNTY to fulfill the objectives of such IGA, which includes Program Element 07 for HIV Prevention Services. Funds provided under this Agreement for such Program Element may only be used in accordance with and subject to the requirements and limitations for the following services and appropriate costs associated with the delivery of such services (Services):
 - a. Confidential HIV counseling, rapid testing, and referral services;
 - b. Other HIV prevention services with evidence of effectiveness to identified high-risk populations in COUNTY's service area; and
 - c. Structural activities that facilitate the delivery of HIV prevention services to high-risk populations in COUNTY's service area.

2. Priority populations for service focus in Oregon are identified in the current Integrated HIV Prevention and Care Plan Guidance found at: <https://hab.hrsa.gov/sites/default/files/hab/Global/hivpreventionplan062015.pdf>. Funds awarded

under this Agreement may only be expended on Services included in COUNTY's HIV Prevention Program Model Plan that has been approved by the Department of Human Services ("DHS") HIV Prevention Program, with an emphasis focused predominantly on services for the high-risk populations identified above.

3. Project description: Expand HIV client-centered counseling, testing and referral services ("CTRS") and continue to provide outreach to CTRS to sexual and social networks of men who have sex with men ("MSM") and other priority populations who reside in Clackamas County.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2019-2020 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 75. A copy of the applicable sections of the grant award has been provided to SUBRECIPIENT by COUNTY. A complete copy of the 2019-2020 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority will be provided upon request by SUBRECIPIENT. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2020 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon issued to the State of Oregon by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that COUNTY will pay is **\$75,244**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or termination of the Agreement.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or

amended, in any manner whatsoever, except by written instrument signed by both parties.

SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email and is valid when confirmed as received by the receiving party.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** The Oregon Health Authority has approved an indirect cost rate of 11.33% for user by SUBRECIPIENT on this award, which is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state 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, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for contained in the State of Oregon Grant Intergovernmental Agreement, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this

Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
 - j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.

- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.

- **Exhibit A:** SUBRECIPIENT Statement of Program Objectives
- **Exhibit B:** SUBRECIPIENT Program Budget
- **Exhibit C:** Congressional Lobbying Certificate
- **Exhibit D:** Required Financial Reporting
- **Exhibit D.1** SUBRECIPIENT Reimbursement Request
- **Exhibit E:** Quarterly Performance Reports and State of Oregon HIV Prevention Program Workbook for FY2019
- **Exhibit F:** Final Financial Report
- **Exhibit G:** Residual Supplies Inventory
- **Exhibit H:** Business Associate Agreement

Signature page follows

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

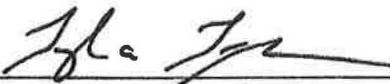
CLACKAMAS COUNTY

CASCADE AIDS PROJECT

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board,

By: _____
Richard Swift, Director
Health, Housing and Human Services

By: 
Tyler TerMeer, Executive Director

Dated: _____

Dated: 7-28-19

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: _____



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 8, 2019

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of a Portion of Haskin Mill Road

Purpose/Outcomes	Vacates a Portion of Haskin Mill Road, (W.S. Gorbett Road)
Dollar Amount and Fiscal Impact	Application and processing fee received.
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Action	N/A
Counsel Review	Reviewed and approved by County Counsel on 7/30/19
Strategic Plan Alignment	Grow a Vibrant Economy
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

Haskin Mill Road, (W.S. Gorbett Road), located near the rural community of Colton, was declared County Road Number 1027, November 12, 1919. A large portion of Haskin Mill Road was vacated in 1964 through Board Order No. 11354 and again in 1997 through Board Order No. 97-052. The petitioner's, in an effort to minimize illegal activity at the end of the road and, on their property, would erect a gate to close off the road at their most westerly property line.

The portion to be vacated contains approximately 36,070 square feet, being the end of a dead end right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of Haskin Mill Road, (W.S. Gorbett Road) right of way.

Sincerely,

Douglas Cutshall

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

In the matter of the Vacation of
A portion of Haskin Mill Road,
Co. Rd. 1027, situated
In Section 10, T.5 S., R.3 E., W.M.
Clackamas County, Oregon



Board Order No. _____
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.346, a petition has been filed with the determined fee, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of a portion of Haskin Mill Road, County Road No.1027, described as follows:

All that remaining portion of Haskin Mill Road, (W.S. Gorbett Road), Co. Rd. 1027, situated in the southeast ¼ of Section 10, T.5 S., R.3 E., W.M., Clackamas County, Oregon, lying east and southeasterly of the southerly extension of the most westerly line of that property described in Deed Document 2019-37062, Clackamas County Deed Records, and, as shown on attached Exhibit "A" and, being a part of this description.

Whereas the Board having read said petition and report from the County Road Official, attached hereto and incorporated herein as Exhibit "B," have determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation;

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached described portion of Haskin Mill Road, (W.S. Gorbett Road), Co. Rd. 1027, containing, 36,070 square feet, more or less, be vacated; and,

IT IS FURTHER ORDERED, that this Order and attached Exhibit A and Exhibit B be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

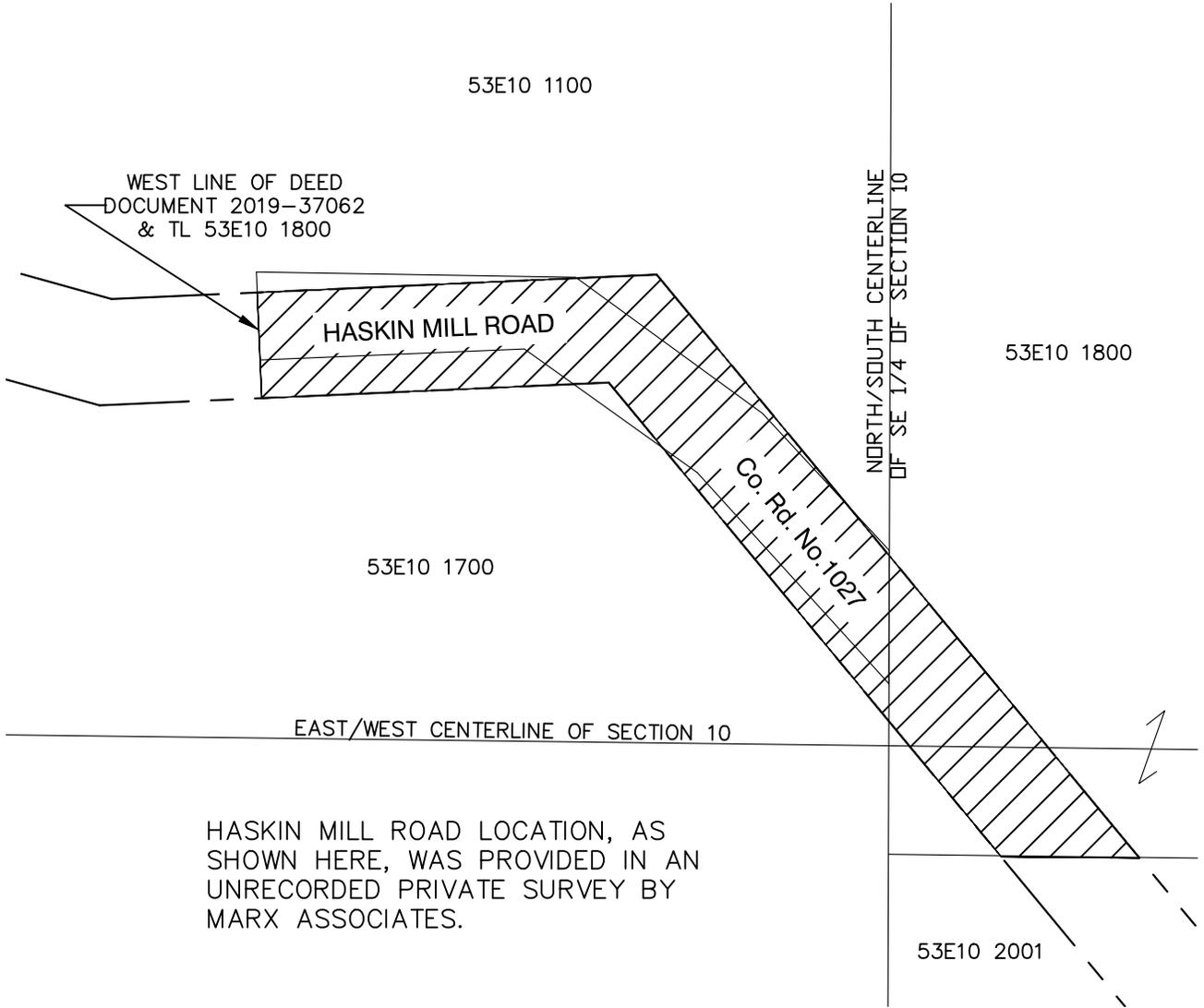
ADOPTED this ____ day of _____, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SITUATED IN THE SE¹/₄ OF
SECTION 10, T.5 S., R.3 E.,
W.M.
CLACKAMAS COUNTY,
OREGON



SCALE 1" = 100'

LEGEND



VACATED AREA
36,070 Sq. Ft.

EXHIBIT B

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: July 17, 2019

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF, HASKIN MILL ROAD, (W.S. GORBETT ROAD)**

LOCATION: Haskin Mill Road, (W.S. Gorbett Road), County Road No. 1027, is situated in the SE1/4 of Section 10, T.5 S., R.3 E., W.M.

FACTS AND FINDINGS: Haskin Mill Road, was the result of petition, road viewers and, establishment by the Clackamas County Court, November 12th 1919. The petitioner wishes to vacate that portion of Haskin Mill Road that lies easterly and southeasterly of petitioners most westerly property line. This portion of Haskin Mill Road right of way is at the end of the dead end road, provides no connectivity to any through roads, and is only occasionally used to access the petitioners property. Vacating this 60 foot wide, 500 foot long portion of Haskin Mill Road will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation. This road vacation does not violate any portion of Clackamas County Code 7.03.095 (4).

It is my assessment that the proposed vacation is in the public interest.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 8, 2019

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to Accept Award for Regional Travel Options (RTO) Grant
for Safe Routes to School Program Coordinator**

Purpose/ Outcomes	Accept a Regional Travel Options (RTO) grant award from Metro to hire a Safe Routes to School Program Coordinator on a contract basis.
Dollar Amount and Fiscal Impact	Total cost of the project is \$133,735.00 ODOT Grant award is \$120,000.00 10.27% in-kind match of \$13,735.00 is required
Funding Source	No cash match is required. The 10.27% match will be in-kind staff time.
Duration	July 1, 2019 through July 31, 2022
Previous Board Action	Approval to apply by County Administrator on 03/26/19
Strategic Plan Alignment	<ul style="list-style-type: none">• Build a strong infrastructure
Counsel Review	N/A
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533
Contract No.	N/A

BACKGROUND:

The Department of Transportation and Development (DTD) is in the final year of an Oregon Department of Transportation (ODOT) non-infrastructure grant to implement Safe Routes to School (SRTS) programs. The purpose of the ODOT grant is to work with county schools to identify and plan for the development of safe places for children to walk and bike to school. To sustain and continue to grow the County's SRTS program, DTD applied for and was awarded funds to hire a part-time (20 hours per week) SRTS Coordinator on a contract basis. The three-year SRTS Coordinator position, housed within DTD, would not be a county employee. There is no required cash match for this grant.

RECOMMENDATION:

Staff respectfully requests the BCC accept a Regional Travel Options (RTO) grant award from Metro to hire a Safe Routes to School Program Coordinator on a contract basis.

Respectfully submitted,

Scott Hoelscher

From: Noel Mickelberry [<mailto:Noel.Mickelberry@oregonmetro.gov>]

Sent: Wednesday, May 29, 2019 4:55 PM

To: Hoelscher, Scott <ScottHoe@clackamas.us>

Cc: Ted Leybold <Ted.Leybold@oregonmetro.gov>; Daniel Kaempff <Daniel.Kaempff@oregonmetro.gov>; Caleb Winter <Caleb.Winter@oregonmetro.gov>; Marne Duke <Marne.Duke@oregonmetro.gov>; Kale Mattias <Kale.Mattias@oregonmetro.gov>; Pamela Blackhorse <Pamela.Blackhorse@oregonmetro.gov>; Mary Anderson <Mary.Anderson@oregonmetro.gov>

Subject: Clackamas County - RTO SRTS Grant Application

Hi Scott,

It's my pleasure to let you know that your Safe Routes to School application to the RTO Grant program was selected to be funded for \$120,000! I'm looking forward to working with you on your program over the next three years.

You will be receiving a notice through ZoomGrants to confirm this award and the amount (\$120,000). Expect to see this in the next day or two.

I'd like to meet with you to discuss adjustments to your scope of work, deliverables, and final budget to meet the new award amount, as well as how to best align with Metro SRTS priorities. I will also work with you on getting your grant agreement in place.

Please fill out the best time to meet up in-person to discuss your grant award in the poll below, and reply to this email if you'd like to come to Metro, or if you'd like me to come to you (either way works for me!). If none of these times work, let me know.

[SRTS Grant Award Check-In](#)

I would be happy to hop on a phone call with you if you want to talk through some of the details ASAP, especially if you are also planning to apply for ODOT's NI grant program.

Please be aware that your funding will not be available prior to July 1, 2019, so you will not be able to charge any staff time or other eligible costs incurred working on this project prior to that date.

On behalf of Metro and the RTO program, we're very much looking forward to working with you on developing your program and supporting the great work you are doing.

Noel

Noel Mickelberry

Safe Routes to School Program Coordinator
Regional Travel Options

My gender pronouns: she, her, hers.

Metro | oregonmetro.gov/rto

600 NE Grand Ave.

Portland, OR 97232-2736

503-797-1873

DRAFT

Approval of Previous Business Meeting Minutes:
June 20, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, June 20, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair
Commissioner Paul Savas
Commissioner Sonya Fischer
Paul Reynolds, Housing Authority Commissioner

EXCUSED: Commissioner Ken Humberston
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY PRESENTATION

1. Housing Authority Role in Hillside Manor Public Housing Fire - Impacts and Recovery
Jill Smith, Housing Authority Director presented the staff report. She gave background regarding a fire at the Hillside Manor Public Housing in Milwaukie. This presentation is to thank staff and the residents for the assistance during this emergency. A group of Hillside Manor residents had established a safety team who quickly put on their yellow safety jackets to assist staff and escorted fellow resident to a nearby community building. Jill announced the staff and residents who came up for a certificate and photo.

The Board recognized all these people who made a difference during this emergency.

II. HOUSING AUTHORITY CONSENT AGENDA

Chair Bernard asked the Clerk to read the Housing Authority consent agenda by title, then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Fischer: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

1. Resolution 1938 Approving the Housing Authority of Clackamas County's Fiscal Year 2019-2020 Budget
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2019

Chair Bernard announced the Board will Adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the remainder of the meeting.

III. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Sandy Carter, West Linn – spoke about the Port of Portland property taxes. Could these funds help the Willamette Falls locks repair? (submitted letter)

~Board Discussion~

2. Les Poole, Gladstone – out of control spending in Salem, inadequate parking at Park Ave. end of orange line, appreciated the town hall meeting in oak grove.

~Board Discussion~

IV. PUBLIC HEARING

1. **Resolution No. 2019-58** for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2018-2019

Jennifer Chambers, Budget Manager presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Fischer: I move we approve the Resolution for a Clackamas County Supplemental Budget greater than 10% and budget reduction for fiscal year 2018-2019.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Fischer: I move we approve the Consent Agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
2. Approval of an Intergovernmental Agreement with the Gladstone School District No.115 for a New Dental Pediatric Clinic – *Health Centers*
3. Approval for Amendment No. 6 to a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to Members Enrolled with Oregon Health Plan (OHP) – *Health Centers*
4. Approval of an Intergovernmental Facility Use Agreement with the Oregon Trail School District No.46 for the Sandy Clinic – *Health Centers*

5. Approval of Local Grant Agreement with Clackamas Women’s Services for Shelter, Advocacy and Crisis Domestic Violence Services – *Children, Youth & Community Connections*
6. Approval of Local Grant Agreement with the Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Community Connections*
7. Approval of an Amendment with LifeWorks Northwest for Relief Nursery Services – *Children, Youth & Community Connections*
8. Approval of an Amendment No. 1 with Northwest Family Services for Student Resource Coordination (SRC) – *Children, Youth & Community Connections*
9. Approval of Amendment No. 1 to Agency Services Contract with Central City Concern – *Administration*
10. Approval of Intergovernmental Agreement No. 159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs – *Behavioral Health*
11. Approval of a Personal Services Contract with Addus Healthcare, Inc. d/b/a Addus Homecare for Oregon Project for Independence In-home Care Services - *Procurement*
12. Approval of Contract with 22nd Century Technologies, Inc., AB Staffing Solutions LLC., and Infojini Inc. to Provide Medical Staffing Services - *Procurement*

B. Department of Transportation & Development

1. **Board Order No. 2019-59** Approving the Solid Waste Management Fee Adjustments
2. Approval of a Contract with Eagle-Elsner, Inc. for the Wilsonville Road Paving Package - *Procurement*

C. Finance Department

1. **Resolution No. 2019-60** for a Clackamas County Supplemental Budget, Less than 10 % for Fiscal Year 2018-2019
1. **Resolution No. 2019-61** for a Clackamas County Transfer of Appropriations for Fiscal Year 2018-2019

D. Community Corrections

1. Approval to Apply for a Grant Award between Oregon Department of Justice, Crime Victim and Survivor Services Division and Clackamas County to Extend and Enhance Direct Services to Victims of Crime

E. Juvenile Department

1. Approval of an Amendment to the Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (formerly Contract No. 0607133 Amendment No. 9) with Multnomah County for Detention Beds for Youth
2. Approval of Amendment No. 7 to the Intergovernmental Agreement with Multnomah County for Assessment and Evaluation Beds for Youth

F. Department of Human Resources

1. Approval of the Labor Contract between Clackamas County and AFSCME Central Communications (AFSCME C-Com)

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Intergovernmental Agreement with the City of Milwaukie for Creation of a Framework Plan for Dogwood Park

VII. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Design of the D Street Project – *Procurement*

VIII. WATER ENVIRONMENT SERVICES

1. Approval of a Public Improvement Contract between Water Environment Services and Stellar J Corporation for the 82nd Drive Pipe/Pedestrian Bridge Improvements - *Procurement*

IX. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

X. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 11:07 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Research Services Agreement # 27786 between Clackamas County and University of Oregon

Purpose/Outcomes	Approval of an Agreement with the University of Oregon to conduct an architecture design studio in fall term 2019 focused on the creation of designs for the proposed Clackamas County Courthouse utilizing mass timber/cross laminated timber.
Dollar Amount and Fiscal Impact	\$50,000, included in the FY 19/20 BCS Agriculture and Forest Economic Development program budget.
Funding Source	USFS Wood Innovation Grant #19-DG-11062765-733 2019
Duration	August 2019 through December 2019
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Build a strong infrastructure• Grow a vibrant economy• Ensure safe, healthy and secure communities
Previous Board Action	Grant Application Life Cycle Form Approved 02/20/19 by County Administrator.
Counsel Review	This agreement has been reviewed and approved as to form by County Counsel on <u>July 23, 2019</u> .
Contact Person	Rick Gruen, <i>Manager, Business & Community Services County Parks & Forest Ag and Forest Economic Development</i> , x4345

BACKGROUND:

Business & Community Services is seeking to enter into an agreement with the University of Oregon, under which the Department of Architecture will conduct an architecture design studio in Fall term, 2019 that will focus on designs for the proposed new County Courthouse utilizing mass timber for the main structural system. As part of the design studio, the University will provide experts in courthouse design, energy and daylight performance, building codes and mass timber engineering to assist the faculty and student teams working on the design proposals.

The work conducted by the University will support the Board's desire to consider the use of mass timber in the design and construction of the proposed new County Courthouse, and will also support the County's ongoing Cross Laminated Timber (CLT) initiative.

Business & Community Services has been awarded a United States Forest Service Wood Innovations Grant; these grant funds will be used to fund the work with the University of Oregon. The USFS grant award has not yet been presented for Board approval, however, in order to ensure that the design studio is scheduled for the Fall 2019 term, BCS is seeking approval of this agreement with the University of Oregon prior to the Board's anticipated approval of the USFS grant.

RECOMMENDATION:

Staff recommends Board approval of a Research Services Agreement between Clackamas County and the University of Oregon and further authorizes the Director or Deputy Director of Business and Community Services to sign on behalf of the County.

ATTACHMENTS: Research Services Agreement #27786 between Clackamas County and the University of Oregon

Respectfully submitted,

A handwritten signature in cursive script that reads "Laura Zentner".

Laura Zentner, Director
Business & Community Services

RESEARCH SERVICES AGREEMENT NO. 27786

This research services agreement (“Agreement”) is between Clackamas County (“Client”), and the University of Oregon (“University”). This Agreement is entered into pursuant to ORS 190.110, which confers authority upon local governments to enter into agreements with a state agency for any lawful purpose.

1. Scope of Work

University will perform the services described in **Exhibit A - Scope of Work** (the “Work”).

2. Period of Performance

This Agreement is effective when signed by both parties and will terminate on September 1, 2021.

3. Payment

A. Fixed Fee. Client will pay University a Fixed Fee of \$50,000 for performance of the Work. University may incur expenses upon execution of this Agreement by both parties.

B. Payment Schedule and Address. Client will make payments according to the following schedule.

1. Schedule.

Client will pay University 100% of the fixed fee upon receipt of invoice following execution of this Agreement.

2. Payment Address. Client will submit payments to:

University of Oregon
c/o Cashiers
PO Box 3237
University of Oregon
Eugene, OR 97403-0327

4. Funds Available and Authorized

Client certifies at the time of signing this Agreement that within Client’s current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments this Agreement requires.

5. Termination

Both parties may mutually agree to terminate this Agreement at any time. Either party may terminate this Agreement with 30 calendar days written notice to the other party’s Business Contact in Section 9 below.

A. If the University terminates for its convenience prior to August 1, 2019, then the University receives compensation only for its actual costs incurred through the date of termination. If the Client terminates for its convenience prior to August 1, 2019, the University receives compensation for its actual costs and non-cancellable obligations incurred.

B. If the Client terminates for its convenience after August 1, 2019 and the University provides the services, the University receives the fixed fee.

C. If the University terminates for its convenience after August 1, 2019, then the University receives compensation only for its actual or committed costs through the date of termination.

D. Upon termination and after County’s request, the UO will provide County with copies of any

documents or work product through the date of termination to the degree that UO has rights to provide such documents or work product consistent with the **Clackamas County Courthouse Sponsored Studio Team Rules Agreement**, attached hereto as **Exhibit B**.

6. Ownership of the Work Product

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data created by University in the course of performance of this Agreement (“Work Product”) remains the property of University. University grants to Client a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for Client’s purposes.

All work product and intellectual property including, without limitation, any inventions, improvements and discoveries, including all computer software, copyrightable works, material, reports and data used or created by students of University in the course of performance of this Agreement will be managed in accordance with the terms of the Clackamas County Courthouse Sponsored Studio Team Rules Agreement, in the form of the template attached hereto as **Exhibit B – Clackamas County Courthouse Sponsored Studio Team Rules Agreement**.

7. Disclaimer

UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH REGARD TO UNIVERSITY’S PERFORMANCE OF THE WORK AND ANY DELIVERABLES UNIVERSITY PRODUCES UNDER THIS AGREEMENT, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. Insurance

University is self-insured under ORS Chapter 352, with adequate levels of excess liability insurance.

9. Contacts

- A. Notices.** Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.
- B. Effective Date.** All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

C. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

Client (Technical)

Rick Gruen, Forest/Ag Ec. Dev. Manager
Development Services Building
150 Beaver Creek Rd, Suite 419
Oregon City, OR 97035
Phone: (503) 742-4345
rgruen@clackamas.us

University (Technical)

Judith Sheine, Professor
Architecture Department
1206 University of Oregon
Eugene, OR 97403
Phone: (541) 346-3656
jesheine@uoregon.edu

Invoices and communications in regards to this Agreement will be sent to:

Client (Business)

Greg Williams, Deputy Director
Clackamas County Business and
Community Services
150 Beaver Creek Road, Suite 419
Oregon City, OR 97045
Phone: 503.742.4399
gwilliams2@clackamas.us

University (Business)

Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
Phone: (541) 346-5138
sponsoredprojects@uoregon.edu

10. Confidential Information

“Confidential Information” is any materials, written information, and data that the Client marks “Confidential” or non-written information and data that the Client discloses and identifies at the time of disclosure to University as confidential and later reduces to writing and transmits to University within 30 days of their non-written disclosure. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, including but not limited to the Oregon Public Records Law, to maintain as confidential for a period of 3 years the Confidential Information Client discloses to University under this Agreement. University’s obligations in this section do not apply to information in the public domain or that University independently knows or obtained.

11. Publicity

Client will not authorize or commission the publication of any promotional materials containing any reference to University without University’s prior written approval. University may include Client’s name in listings of research sponsors.

12. Independent Contractors

University and Client are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours and conditions of employment of their respective personnel under this Agreement.

13. Choice of Law

The laws of the State of Oregon govern this Agreement.

14. Indemnity

- A. University.** To the fullest extent permitted by the laws of the State of Oregon, University will protect, indemnify, and save Client harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees’ or agents’ negligent acts or omissions under this Agreement.
- B. Client.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, Client will protect, indemnify, and save University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from Client or its employees’ or agents’ negligent acts or omissions under this Agreement or their use of or reliance on any University Work Product.

15. Sovereignty

Nothing in this Agreement is a waiver of Oregon's sovereign or governmental immunities.

16. Severability

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affect the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

17. Compliance

University agrees to comply with all applicable Federal and state laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

18. Non-Waiver

If either party fails to enforce any provision of this Agreement it does not constitute that party's waiver of that or any other term or provision of this Agreement.

19. Execution and Counterparts

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

20. Entire Agreement; Modification

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party.

21. Debt Limitation.

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

22. Necessary Acts.

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

23. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

24. Force Majeure.

Neither University nor Client shall be held responsible for delay or default caused by events outside of the University's or Client's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, University and Client shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

CLIENT

UNIVERSITY OF OREGON

Signature

Signature

Name

Name

Title

Title

Date _____

Date _____

Tax ID No. _____

Tax ID No. 46-4727800

Exhibit A - Scope of Work

Exhibit B – Team Rules Agreement

EXHIBIT A
SCOPE OF WORK

Project Description for Clackamas County Courthouse Sponsored
Studio ARCH 4/584 Fall 2019 Judith Sheine.

Clackamas County has asked Department of Architecture Professor Judith Sheine to conduct an architecture design studio in fall term 2019 focused on the design of the proposed new Clackamas County Courthouse to be built in Oregon City, OR, utilizing mass timber for the main structural system. The funding will provide for consultants who are experts in courthouse design, energy and daylight performance, building codes and mass timber engineering to assist the faculty and the teams of students who will be working on a variety of proposals during the term.

Clackamas County is interested in public presentation and dissemination of the student projects, which will demonstrate to stakeholders the feasibility of designing in mass timber and its advantages for this kind of very public building. Clackamas County has a long history connected with the timber industry and they believe that demonstrating new uses of advanced timber products in a significant new civic building will act as a spur to the further development of markets and new manufacturing jobs in this industry in the county. The funding will also provide for the creation of presentation drawings and models, a printed and digital publication, and dissemination of the work at professional and academic venues.

EXHIBIT B

CLACKAMAS COUNTY COURTHOUSE SPONSORED STUDIO **TEAM RULES AGREEMENT**

Team Project: Clackamas County Courthouse Sponsored Studio

Team Supervisor: Professor Judith Sheine

Welcome to the Clackamas County Courthouse Design Studio (“Project”), where you will work on designs for the proposed new Clackamas County Courthouse utilizing mass timber for the main structural system! As a condition of your participation in the Project, there are a few expectations and rules we should address to ensure we deliver both a fantastic studio experience for you and professional quality materials to the sponsor of our studio.

Under the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, and its implementing regulations, 34 CFR part 99, you have certain rights relating to the disclosure of personally identifiable information. By signing this Team Rules Agreement, you voluntarily consent to the disclosure of your personally identifiable information for the purpose of allowing University of Oregon and Clackamas County to advertise, promote, discuss and publish the results of the Project. This means, for example, that University of Oregon may personally identify you as a student participant and discuss your participation with third parties, including sponsors, potential sponsors, and government agencies. It also means that University of Oregon and Clackamas County may use your image, voice and likeness for the purpose of making marketing and promotional materials and a variety of other publications. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

You consent to and authorize University of Oregon to videotape you and use your image, voice and/or likeness for the purposes and uses set forth above. In addition, University of Oregon and Clackamas County shall have the right to adapt, reproduce, edit, modify, and make derivative works of and from the videotape in any media or technology now known or hereafter developed in perpetuity, so long as the use is in keeping with the purposes and uses set forth above. The content may be webcast, broadcast, cablecast, placed on public Websites and video sharing sites or any other distribution channels or venues existing now or in the future. You recognize that the videotapes and other works shall be the exclusive property of University of Oregon. In addition, you waive all claims to compensation or damages based on the use of your image or voice, or both, by University of Oregon. You acknowledge that you have had the opportunity to talk with the Project Supervisor regarding your permission.

Additionally, your enrollment in, and contributions to, the Project may constitute educational records that are protected from disclosure to third parties by University of Oregon policy and FERPA. By signing this Team Rules Agreement, you voluntarily consent to release information that you are registered in this course and to release your contributions to the Project (both work and rights you owned prior to the Project as well as work and rights you create as part of the Project) to others as contemplated by the license below. For works and rights you own personally prior to the Project, but which you voluntarily provide to or include in work for the Project, University of Oregon agrees to provide you customary attribution/credit.

Work undertaken in, or contributed to, this Project is subject to contractual reporting, intellectual property, and assignment/licensing obligations to Clackamas County. As a condition of participation in the Project, you agree to cooperate with the University of Oregon through the Project Supervisor in fulfilling its obligations under these and any similar University of Oregon contracts pertaining to work in this Project. You will not disclose to University of Oregon or use in the Project any proprietary subject matter in which

you assert a personal claim inconsistent with your participation in the Project or University of Oregon’s obligations to any third party. For new work undertaken in, or contributed to, this Project and for pre-existing works and rights you own personally, but which you voluntarily provide to, or include in, work for the Project, you hereby grant to Clackamas County and University of Oregon a paid-up, royalty-free, non-exclusive, worldwide right to use such works and rights, including but not limited to creation of derivative works, reproduction of such work and derivative works in copies, distribution of such work and derivative works, public display and performance of such work and derivative works, and sale and licensing of such work and derivative works to others as part of Project-related materials for the purposes of Clackamas County and University of Oregon related to this Project. You understand your work may be provided, or may be incorporated into what is provided to and implemented by Clackamas County or its agents. You hereby give the University of Oregon permission to provide a copy of your work to Clackamas County to the extent that you have any ownership or other interest in that work. You further give the University of Oregon and Clackamas County permission to use your work for any Project purpose, including incorporation into any final project of Clackamas County.

If these Team Rules are acceptable to you, please sign below to indicate your concurrence.

Concurrence

Student Signature _____ Date _____

Printed Name _____

Project Supervisor Signature _____ Date _____

Printed Name _____



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES
PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 between Clackamas County and Clackamas County Housing Authority
and Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC

Purpose/Outcomes	Approval of Amendment #1 to renew for two additional years.
Dollar Amount and Fiscal Impact	Estimated FY 19-20 & 20-21 impact: \$253,750 & \$282,750 respectively.
Funding Source	Deferred Compensation Plan participant fees
Duration	Retroactive renewal from April 1, 2019 through April 30, 2021
Previous Board Action	No previous action
Strategic Plan Alignment	Benefits and Wellness Strategic Plan: Provide cost-effective, responsive and comprehensive benefit services to County departments, current and retired employees and their family members so they can better serve the residents of Clackamas County. County Strategic Plan Area of Focus: Build public trust through good government.
Counsel Review	July 29, 2019
Contact Person	Kristi Durham, 503-742-5470

BACKGROUND:

VOYA Retirement Insurance Annuity Company and VOYA Financial Partners LLC provides Clackamas County and Clackamas County Housing Authority with Recordkeeping Services for the Deferred Compensation 457(b) Retirement Plan. Services include participant enrollment, account management and retirement education. This is a Contract extension to provide these critical services while a longer-term Contract is being procured through the competitive process.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the Contract Amendment with Voya Retirement Insurance and Annuity Company and Voya Financial Partners, LLC to provide Retirement Plan Recordkeeping Services.

Respectfully submitted,

Evelyn Minor-Lawrence, Director

Placed on the Agenda of _____ by the Procurement Division

**FIRST AMENDMENT TO
ADMINISTRATIVE SERVICES AGREEMENT
PLAN #666890 and PLAN #666891**

This First Amendment (the "Amendment") to the Administrative Services Agreement, dated May 1st, 2016 (the "Agreement") is entered into as of this **1st day of April, 2019** ("Effective Date") by and among Voya Retirement Insurance and Annuity Company ("VRIAC"), a corporation organized and existing under the laws of the State of Connecticut and Voya Financial Partners, LLC a limited liability company organized and existing under the laws of the State of Delaware (collectively, the "Company") and Clackamas County (the "Plan Sponsor") on behalf of the Clackamas County Deferred Compensation Plan and the Clackamas County Housing Authority Deferred Compensation Plan. The Company and Plan Sponsor are collectively referred to herein as the "Parties."

WHEREAS, the Company provides certain administrative services to the Plan under the Agreement; and

WHEREAS, the parties to the Agreement desire to extend the Agreement for an additional period effective April 1, 2019 through **April 30, 2021**; and

WHEREAS, the Parties wish to modify the Agreement to revise the administrative services fee agreed to by the Parties; and

WHEREAS, the Parties entered into a Recordkeeping Expense Account dated October 26, 2017 (the "REA Agreement") that governs the terms of the a Recordkeeping Expense Account (the "REA Account");

WHEREAS, the Plan Sponsor wishes to discontinue the use of the REA Account and terminate the REA Agreement effective April 1, 2019; and

WHEREAS, the Parties have entered into a certain Expense Account for Service Expenditures Agreement dated as of April 1, 2019 with respect to the establishment of an expense account (the "Ease Account") to be used to defray the reasonable expense of administering this Plan, and the parties desire to amend the Agreement to reflect the establishment of, and certain items related to, the EASE Account, and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. The subsection entitled "Section 3.01 Contractors Compensation" under the Compensation section of the Agreement is hereby deleted in its entirety and replaced with the following:

Administrative Fees. Annual administrative fees shall apply and be borne by Plan Participants in accordance with the schedule below:

The Company will charge the Plan Sponsor an administrative fee of 0.145% annually.

In addition, the Company will charge a fee of 0.06% annually on behalf of the Plan Sponsor. Amounts collected will be deposited to the Plan's EASE account. The Plan Sponsor fee amount is subject to change at the Plan Sponsor's discretion.

The above fees will assessed as a single fee (0.205%), pro-rated and deducted from participant accounts monthly based on total account balance excluding Self-Directed Brokerage assets and loans.

Mutual fund revenue sharing paid to the Company from investment products, if any, shall not be a source of compensation for the Company. It will instead be returned to plan participants as outlined in the corresponding Fee Levelization Service Requests.

2. The “Plan Expense Reimbursement Account (“REA Account”)” is hereby deleted in its entirety and replaced with the following:

Expense Account for Service Expenditures (“EASE Account”)

Administrative fee amounts collected for Plan Sponsor as described above shall be deposited to an EASE Account. The EASE Account is a funding source that can be directed towards the payment of allowable plan administrative expenses and/or allocated to participant accounts. Details regarding the administration of the EASE Account can be found in the Expense Account for Service Expenditures Agreement.

Changes to the amount allocated to the EASE Account may be made by the Plan Sponsor by (i) submission of such change to the Company on such form as the Company may prescribe or (ii) written notice to the Company by written notice.

3. Except as expressly provided for in this Amendment, the Agreement shall remain in full force and effect.
4. This Amendment may be executed in one or more counterparts and all such counterparts so executed shall constitute an original agreement binding on all the Parties but together shall constitute but one instrument.

Except as expressly provided for in this Amendment, the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year above written.

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

Signature

Printed Name / Title

Date

VOYA FINANCIAL PARTNERS, LLC

Signature

Printed Name / Title

Date

CLACKAMAS COUNTY

Chair

Recording Secretary

Date

Approved as to form

County Counsel

Date



CHRISTINA L. McMAHAN
DIRECTOR

JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement with the State of Oregon Acting
by and through its Oregon Youth Authority for Juvenile Crime Prevention
Basic Services and Diversion Services for Secure Detention Beds**

Purpose/ Outcomes	This IGA between the State of Oregon, by and through Oregon Youth Authority, and Clackamas County for Juvenile Crime Prevention Basic and Diversion Services
Dollar Amount and Fiscal Impact	The maximum contract value is \$1,957,618.00 (Diversion \$898,718 and Basic \$1,058,900)
Funding Source	State of Oregon
Duration	Effective July 1, 2019 through June 30, 2021
Previous Board Action	IGA for 2015-2017 fiscal year: June 25, 2015 Agenda Item F.1; IGA for 2017-2019 fiscal year: June 29, 2017 Agenda Item G. 3.
Strategic Plan Alignment	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.
Counsel Review	7/11/19
Contact Person	Ed Jones, Administrative Services Manager, ext. 3169
Contract No.	14295

BACKGROUND:

Attached is an Intergovernmental Agreement provided by the State of Oregon, through the Oregon Youth Authority to the County to provide funds for secure detention beds.

The secure juvenile detention beds are used as a means to ensure public safety. These designated services fulfill the Juvenile Crime Prevention Basic and Diversion Plan requirements.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Procurement Unit, at 503-373-7371.

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
JUVENILE CRIME PREVENTION BASIC
SERVICES AND DIVERSION SERVICES**



Agreement #14295

This Juvenile Crime Prevention Basic Services and Diversion Services Intergovernmental Agreement (the "Agreement") is between the State of Oregon acting by and through its **Oregon Youth Authority** ("OYA" or "Agency") and **Clackamas County**, a political subdivision of the State of Oregon ("County").

WHEREAS, pursuant to ORS 190.110, ORS 420.019 and ORS 420A.010(6), the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2019**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2021**.
- 2. Consideration.** The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$1,957,618.00**. Payments shall be in accordance with the requirements in Exhibit E.
- 3. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement without Exhibits

- Exhibit A Definitions
- Exhibit B Terms and Conditions
- Exhibit C Program Requirements
- Exhibit D Provider Requirements
- Exhibit E Funding
- Exhibit F Service Tracking in JJIS
- Exhibit G Service Plan

All exhibits by this reference are hereby made part of this Agreement. Exhibits A-F are attached; Exhibit G is not attached but will be on file with County and OYA.

The parties, by signature of their authorized representative, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

OYA Agreement #14295

Clackamas

JCP Basic and Diversion Services

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

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

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

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____

By: _____ Date: _____

Title: Chair

Amber Forster, Designated Procurement Officer

Mailing Address: 2051 Kaen Road

Mailing Address: 530 Center St. NE, Suite 500

Salem, Oregon 97301-3740

Oregon City, OR 97045

Facsimile: (503) 373-7921

Facsimile: 503-742-5919

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds or is likely to exceed \$150,000.00)

By: Susan Amesbury via email Date: 06202019
Assistant Attorney General

Reviewed and Approved by **OYA Agreement Administrator:**

By: via email 05102019 Date: _____
Laura Ward

Reviewed by **OYA Procurement Specialist:**

By: _____ Date: _____
Susanna Ramus

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS**

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

1. **“Administrative Costs”** means Allowable Costs incurred by County or a Provider in administering implementation of the Service Plan, as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
2. **“Agreement”** means this Intergovernmental Agreement between OYA and County.
3. **“Allowable Costs”** means those costs that are reasonable and necessary for delivery of Services in implementation of the Service Plan as determined in accordance with 2 CFR Part 225 and 2 CFR Part 230 (Office of Management and Budget Circulars A-87 and A-122, respectively) as revised from time to time.
4. **“Claim”** has the meaning set forth in Section 15 of Exhibit B.
5. **“Client”** means any individual who receives a Service.
6. **“Close Custody Facility”** for purposes of this Agreement means OYA Youth Correctional Facilities and OYA Transition Programs.
7. **“Community Programs”** means those services and sanctions operated or administered by OYA and provided to delinquent youth outside the Close Custody Facilities. These include, but are not limited to, residential youth programs, certified family resources, individualized services, and other programs developed in accordance with the Service Plan.
8. **“County”** has the meaning set forth in the first paragraph of this Agreement.
9. **“Diversion Funds”** means funds provided under this Agreement for Diversion Services. Diversion Funds are part of the budget of the Oregon Youth Authority.
10. **“Diversion Services”** means services outlined in the Service Plan as defined under ORS 420.017 and 420.019 and OAR 416-410-0030. Diversion Services are community based and operated to divert commitment of youth from OYA Close Custody Facilities.
11. **“Evaluation Costs”** means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.
12. **“JCP Basic Services”** or **“Basic Services”** means services outlined in the Service Plan and provided under this Agreement for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.
13. **“JCP Basic Services Funds”** means funds provided under this Agreement for JCP Basic Services. JCP Basic Services Funds are part of the budget of the Oregon Youth Authority.
14. **“JJIS”** is the Juvenile Justice Information System administered by OYA under ORS 420A.223.
15. **“OYA”** means the Oregon Youth Authority.
16. **“Provider”** has the meaning set forth in Section 5 of Exhibit B.

OYA Agreement #14295

Clackamas

JCP Basic and Diversion Services

17. **“Service”** means any service or group of related services delivered as part of Service Plan implementation.
18. **“Service Plan”** means the County’s plan for 2019-2021 JCP Basic and Diversion Services approved by OYA and developed in coordination with the Local Coordinated Comprehensive Plan, the provisions of which are incorporated herein by this reference. The Service Plan includes, by funding source, high level outcomes, services to be provided, and a budgeted amount for each service. Until the Service Plan for 2019-2021 has been developed and approved as described above, the term “Service Plan” has the meaning set forth in Exhibit C, Section 4.
19. **“Supplanting”** means replacing funding County would have otherwise provided to the County Juvenile Department to serve the target populations in this Agreement.
20. **“Target Population for Basic Services”** means youths ages 10 to 17 years of age who have been referred to a County Juvenile Department and who can benefit from services of the County Juvenile Department, including but not limited to, detention, shelter care, treatment services, graduated sanctions, and aftercare, and who have more than one of the following risk factors:
- a. Antisocial behavior;
 - b. Poor family functioning or poor family support;
 - c. Failure in school;
 - d. Substance abuse problems; or
 - e. Negative peer association.
21. **“Target Population for Diversion Services”** means youth offenders ages 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facilities.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
TERMS AND CONDITIONS**

1. Payment and Recovery of Funds

- a. Payment Generally.** Subject to the conditions precedent set forth below, OYA shall pay funds to the County as set forth in Exhibit E for performance of Services under this Agreement on an expense reimbursement basis.
- b. Payment Requests and Notices.** County shall send all payment requests and notices, unless otherwise specified in this Agreement, to OYA.
- c. Conditions Precedent to Payment.** OYA's obligation to pay funds to County under this Agreement is subject to satisfaction, with respect to each payment, of each of the following conditions precedent:
- (i) OYA has received sufficient funding, appropriations and other expenditure authorizations to allow OYA, in the exercise of its reasonable administrative discretion, to make the payment.
 - (ii) No default as described in Section 7 of this Exhibit has occurred.
 - (iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of payment with the same effect as though made on the date of payment.
 - (iv) OYA has received a timely written quarterly expenditure report/payment request from County on a form designated by OYA. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA.
 - (v) OYA has received from County and approved the County's Service Plan for the 2019-2021 biennium and OYA has received from County any Service Plan amendments, as applicable, as described in Exhibit C, Section 6 on or prior to the date of the payment request.
 - (vi) The expenditure report/payment request is received no later than 60 days after the termination or expiration of this Agreement.
- d. Recovery of Funds.** If payments to County by OYA under this Agreement, are made in error or are found by OYA to be excessive under the terms of this Agreement, OYA, after giving written notification to the County shall enter into nonbinding discussions with County within 15 days of the written notification. If, after discussions, the parties agree that payments were made in error or found to be excessive, OYA may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by OYA to recover the amount of the overpayment. If, after discussions, the parties do not agree that the payments were made in error or found to be excessive, the parties may agree to consider further appropriate dispute resolution processes, as provided in Section 29 of this Exhibit B. This Section 1.d. shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

- (i) Subject to the debt limitations in Article XI, Section 10 of the Oregon Constitution, OYA's right to recover overpayments from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.
- (ii) If the exercise of OYA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (iii) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OYA.
- (iv) Nothing in this Section 1.d shall require County or OYA to act in violation of state or federal constitutions, statutes, regulations or rules.
- (v) Nothing in this Section 1.d shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Representations and Warranties

a. County represents and warrants as follows:

- (i) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (ii) **Due Authorization.** The making and performance by County of this Agreement (1) has been duly authorized by all necessary action by County and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to OYA hereunder or in connection with this Agreement are true and accurate in all materials respects.
- (v) **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Service Plan.

b. OYA represents and warrants as follows:

- (i) **Organization and Authority.** OYA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (ii) **Due Authorization.** The making and performance by OYA of this Agreement (1) has been duly authorized by all necessary action by OYA and (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OYA is a party or by which OYA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OYA of this Agreement, other than approval by the Department of Justice if required by law.
 - (iii) **Binding Obligation.** This Agreement has been duly executed and delivered by OYA and constitutes a legal, valid and binding obligation of OYA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - (iv) **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to County hereunder or in connection with this Agreement are true and accurate in all materials respects.
- c. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. Expenditure of Funds

County may expend the funds provided to County under this Agreement solely on Allowable Costs necessarily incurred in implementation of the Service Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement):

- a. No more than 10% of the aggregate funds paid under this Agreement to County may be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers and subcontractors. This applies to all funds paid pursuant to this Agreement. County shall record Administrative Costs on forms provided by OYA.
- b. County may expend Diversion Services funds and Basic Services funds solely on Diversion Services and Basic Services, respectively.
- c. County may not expend and shall prohibit all Providers from expending on the delivery of any Service, any funds provided to County under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of that Service.
- d. County may not use funds provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to July 1, 2017 or after the termination date of this Agreement.
- e. County shall not use the funds provided to County under this Agreement to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth. County reductions to local funding do not constitute supplanting if the County reductions to local funding are taken proportionately across all County departments.

4. Expenditure Reports

County shall submit to OYA, on forms designated by OYA, a quarterly written detail expenditure report on the County's actual expenditures during the prior calendar quarter that are consistent with the Service Plan. County shall provide copies of expense documentation (such as receipts) with the quarterly expenditure report/payment request, upon the request of OYA. County shall retain copies of the expense documentation in accordance with Section 6 of this Exhibit B.

5. Provider Contracts

Except as otherwise expressly provided in the Service Plan, County may contract with a third person or entity (a "Provider") for delivery of a particular Service or portion thereof (a "Provider Contract"). County may permit a Provider to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Providers for purposes of this Agreement and the subcontracts shall be considered Provider Contracts for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. The Provider Contract must be in writing and contain all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Provider's performance under the Provider Contract, including but not limited to, all provisions of this Agreement that expressly require County to require Provider's compliance with respect thereto. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OYA upon request.

6. Records Maintenance, Access, and Confidentiality

- a. County shall maintain, and require all Providers to maintain, all fiscal records relating to this Agreement and any Provider Contract, as applicable, in accordance with generally accepted accounting principles. In addition, County shall maintain, and require all Providers to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each Provider's performance. County acknowledges and agrees that OYA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of any audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- b. Unless otherwise required by law, the use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's Providers and their employees and agents of any information concerning a recipient of Services provided under the applicable Provider Contracts, for any purpose not directly connected with the administration of the County's or Provider's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its Providers to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of Client records.
- c. OYA shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on

individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

- d. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

7. County Default

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Service Plan;
- b. Any representation, warranty or statement made by County herein or in any documents or reports made by County in connection herewith that are reasonably relied upon by OYA to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

8. OYA Default

OYA shall be in default under this Agreement upon the occurrence of any of the following events:

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

9. Termination

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement for Diversion Services or Basic Services, individually:

- (i) For its convenience, upon 90 days advance written notice to OYA.
 - (ii) Upon 30 days advance written notice to OYA, if OYA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice.
 - (iii) Upon 45 days advance written notice to OYA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.
 - (iv) Immediately upon written notice to OYA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. OYA Termination.** OYA may terminate this Agreement in its entirety or may terminate its obligation to provide funds under this Agreement for Diversion Services or Basic Services, individually:
- (i) Upon 90 days advance written notice to County, if OYA determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.
 - (ii) Upon 45 days advance written notice to County, if OYA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of OYA's reasonable administrative discretion, to meet the payment obligations of OYA under this Agreement.
 - (iii) Immediately upon written notice to County if Oregon or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OYA does not have the authority to meet its obligations under this Agreement or no longer has the authority to provide the funds from the funding source it had planned to use.
 - (iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OYA may specify in the notice.
 - (v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services (Diversion or Basic) impacted by loss of necessary licensure or certification.
 - (vi) Immediately upon written notice to County, if OYA determines that County or any of its Providers have or may have endangered, or are or may be endangering the health or safety of a Client or others.

10. Effect of Termination

- a. Entire Agreement.** Upon termination of this Agreement in its entirety, OYA shall have no further obligation to pay funds to County under this Agreement, whether or not OYA has paid to County all funds described in Exhibit E. Notwithstanding the foregoing, OYA shall make

payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.

- b. Individual Funding Source.** Upon termination of OYA's obligation to provide funding under this Agreement for Services in a particular area (Diversion or Basic), OYA shall have no further obligation to pay or disburse any funds to County under this Agreement for Services in that area. Notwithstanding the foregoing, OYA shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by OYA and where the invoice was submitted within 60 days of the termination of the Agreement.
- c. Survival.** Notwithstanding subsections (a) through (b) above, exercise of the termination rights in Section 9 of this Exhibit B or expiration of this Agreement in accordance with its terms, shall not affect County's or OYA's obligations under this Agreement or OYA's or County's right to enforce this Agreement against County or OYA in accordance with its terms, with respect to funds actually received by County under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 9 of this Exhibit B or expiration of this Agreement shall not affect either party's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, contribution obligations, indemnity obligations, governing law and consent to jurisdiction, assignments and successors in interest, provider contract obligations, provider insurance obligations, ownership of intellectual property obligations, OYA's spending authority, the restrictions and limitations on County's expenditure of funds actually received by County hereunder, or OYA's right to recover from County, in accordance with the terms of this Agreement, any funds paid to County that are identified by OYA as an overpayment. If a termination right set forth in Section 9 of this Exhibit B is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

11. Unilateral Modification

If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement, in proportion to the increase or decrease in the appropriation or allotment, provided that OYA increases or decreases, in the same proportion, the funds awarded to all other counties under similar agreements. In such a circumstance, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement (or portion thereof as provided in Section 9 of this Exhibit B) as a result of a reduction in appropriations or allotments. This Section 11 is not applicable to any funding change that requires a different or new service to be provided. In response to a funding change pursuant to this Section 11 of the Agreement, County shall submit a new Service Plan to OYA for approval in a format and timeline prescribed by OYA. Such Service Plan shall be effective no sooner than the effective date of the funding change.

12. Notice

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to County or OYA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during

normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery to the recipient's e-mail system. Any communication or notice given by personal delivery shall be effective when actually delivered.

To OYA: Peter Sprengelmeyer
Oregon Youth Authority
530 Center St. NE, Suite 500
Salem, Oregon 97301-3765
Voice: (503) 373-7531
Facsimile: (503) 373-7921
E-mail: Peter.Sprengelmeyer@oya.state.or.us

To County: Christina McMahan
Clackamas County
2121 Kaen Road
Oregon City, OR 97045
Voice: (503)655-8342 x3171
Facsimile: (503)655-8448
E-Mail: CMcMahan@co.clackamas.or.us

The supervising representatives of the parties for purposes of this Agreement are indicated above.

Should a change in the Agency's or County's representative become necessary, Agency or County will notify the other party of such change in writing. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

13. Severability

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

14. Counterparts

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

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

16. Compliance with Applicable Law

Both parties shall comply and County shall require all Providers to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the

delivery of Services. Without limiting the generality of the foregoing, the parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; (x) all state laws requiring reporting of Client abuse; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OYA, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

17. Assignments, Successors in Interest

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

18. No Third Party Beneficiaries

OYA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of OYA to assist and enable OYA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

19. Integration and Waiver

This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

20. Amendment

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties except as provided in Section 11 of this Exhibit B and Sections 4.a and 6.d of Exhibit C, and in any event no amendment, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

21. Headings

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

22. Construction

The provisions in this Agreement are the product of extensive negotiations between the State of Oregon and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

23. Contribution

- a.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- b.** With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- c.** With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

24. Limitation of Liabilities

EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 23 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

25. Ownership of Intellectual Property

- a.** Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 25.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 25a(i).
- b.** If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c.** County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law or otherwise requested by OYA.

26. Force Majeure

Neither OYA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes or war which is beyond the reasonable control of OYA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

27. HIPAA Compliance

To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all Providers to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

b. Consultation and Testing. If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with OYA.

28. Criminal History Checks. The County shall ensure that any person having direct contact with OYA youth offenders under this Agreement has passed a criminal history check and meets the OYA's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095 before the person provides unsupervised services under this Agreement.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards when having direct contact with OYA youth offenders under this Agreement.

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

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
PROGRAM REQUIREMENTS**

1. Outcomes

County shall develop and implement its Service Plan for Juvenile Crime Prevention Basic Services and Diversion Services with the goal of achieving the following high level outcomes:

- a. Reduction of juvenile recidivism.
- b. Reduction or maintenance in the use of beds in OYA's Close Custody Facilities.

2. JCP Basic Services Target Population and Funded Services. County shall target its Basic Services to the Target Population for Basic Services.

- a. JCP Basic Services Target Population are youths 10 to 17 years of age who have been referred to a County Juvenile Department and have more than one of the following risk factors:
 - (i) Antisocial behavior.
 - (ii) Poor family functioning or poor family support.
 - (iii) Failure in school.
 - (iv) Substance abuse problems.
 - (v) Negative peer associations.
- b. JCP Basic Services funds provide primary County Juvenile Department services and sanctions that prevent the highest risk local youth offenders from re-offending in the community, including but not limited to, detention, shelter, treatment services, graduated sanctions, and aftercare.

3. Diversion Services Target Population and Funded Services. County shall target its Diversion Services to the Target Population for Diversion Services.

- a. Diversion Target Population are youths 12 to 18 years of age who have been adjudicated for a Class A Misdemeanor or more serious act of delinquency and who have been identified to be at risk of commitment to OYA Close Custody Facility.
- b. Diversion funds provide specialized services that prevent the highest risk local youth offenders from being committed to OYA Close Custody Facilities. The services may include, but not be limited to, the following:
 - (i) Detention and shelter services to the extent that they divert the target population from commitment to OYA Close Custody.
 - (ii) Youth-specific treatment, including substance abuse treatment, sex offender treatment, family-based treatment services, gang intervention services, mental health treatment, and other services.

4. Service Plan

- a. **Service Plan Submission.** County shall submit a written JCP Basic Services and Diversion Services Plan in a format and within the timeline prescribed by OYA. County and OYA shall work in good faith to modify the draft Service Plan so that it is acceptable to both parties and approved by OYA. Upon agreement, County shall implement Services according to the agreed-upon Service Plan. The Service Plan on file with OYA on the effective date of this Agreement is the Service Plan for the 2015-2017 biennium. Until the Service Plan for the 2017-2019

biennium has been approved by the OYA and is on file with the OYA, the Service Plan for the 2015-2017 shall remain in effect and County shall continue to provide Services under that Plan; once the Service Plan for the 2017-2019 biennium has been approved by OYA and is on file with OYA, it shall replace the Service Plan for the 2015-2017 biennium and be incorporated into and be a part of this Agreement in accordance with Section 3 of this Agreement, without any further action on the part of the parties.

- (i) The Service Plan shall include a budgeted amount for each service which will be the basis for the quarterly invoicing on OYA's prescribed format for Expenditure Reporting/Request For Payment as described in Exhibit B, Section 4.
- (ii) All funded services under the Service Plan must focus on supporting the high level outcomes in Section 1 of this Exhibit C.

- b. Service Plan Implementation.** County shall implement, or through Providers shall require to be implemented, the JCP Basic Services and Diversion Services portions of the Service Plan as developed in 4.a. of this Section.
- c. Evidence-Based Services and Programs.** County shall work with OYA to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness. County shall work with OYA to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit to OYA such reports on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by OYA.

5. Cultural Competency

County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

6. Amendment to Service Plan

All amendments to the Service Plan shall be in a format prescribed by OYA. County must obtain OYA approval for any amendment that makes any significant change in the Service Plan. A significant change in the Service Plan includes but is not limited to any funding change in the categories of services outlined in the Service Plan. For the purposes of this Section 6, JCP Basic Services and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Service Plan:

- a.** The Service Plan budget may be amended to change allocations between JCP Basic Services and Diversion Services or categories of services within a funding source while staying within the not-to-exceed Grand Total listed in Exhibit E.
- b.** County shall submit to OYA for review and approval any change(s) to the Service Plan budget aggregating 10% or greater of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. Any such change(s) will not be effective without OYA's prior written approval.
- c.** County shall submit written notification to OYA for any change(s) to the Service Plan budget aggregating less than 10% of the total original budget for either of the funding sources listed in Exhibit E, counting the requested change and all previous changes to the Service Plan budget. This notification shall contain the substance of the change(s) and will be reviewed by OYA.
- d.** All changes to the Service Plan budget which comply with Sections 6.a and 6.b, or that comply with Sections 6.a and 6.c, shall be on file with OYA and shall become a part of the Service Plan and this Agreement from the effective date of the budget amendment without the necessity of

executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Service Plan budget amendment is the date the Service Plan budget amendment is approved or notification is received by OYA, as applicable.

7. Grievance System

During the term of this Agreement, County shall establish and operate a system through which Clients receiving Services, and the Clients' parents or guardians, may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular Client, County shall advise the Client and the parents or guardian of the Client of the existence of this grievance system. County shall notify OYA of all unresolved grievances.

8. Reporting and Documentation

- a. During the term of this Agreement, County shall provide OYA with the necessary service information to track treatment and accountability services in JJIS, as defined by JJIS policy, Exhibit F "Service Tracking in JJIS" as it may be from time to time amended, or by service extracts, for progress in achieving the high level outcomes. This information provision requirement also applies to providing information on funded services not tracked in JJIS.
- b. In addition to the other reporting requirement of this Agreement, during the term of this Agreement, the County shall ensure that all OYA required data fields are entered into JJIS, unless a different process is approved by OYA.
- c. If the County fails to meet any of the reporting requirements, OYA may conduct a performance review of the County's efforts under the Service Plan in order to identify ways in which the Service Plan may be improved. If, upon review, OYA determines that there are reasonable grounds to believe that County is not in substantial compliance with the Service Plan or this Agreement, OYA may notify the County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OYA right arising out of County's default, as described in Exhibit B.

9. Youth Specific Reporting and Required Documentation

- a. For all youth from County committed to OYA for community placement or placement in a Close Custody Facility during the term of this Agreement, the County must provide the following to OYA at the time of commitment:
 - (i) A reformation plan or case plan that has been approved by OYA. County shall ensure that the reformation plan or case plan accompanies the youth from the County at the time of commitment to OYA for community placement or placement in a Close Custody Facility.
 - (ii) Risk data derived from either a JCP Risk Screen tool or the OYA Risk/Needs Assessment tool.
 - (iii) Documentation of any mental health treatment;
 - (iv) Past and current prescribed psychotropic medication history;
 - (v) Past and existing suicidal ideation and behaviors;
 - (vi) All other information known to the County of behaviors that may be a risk of harm to youth offender or others;
 - (vii) Documentation of any medical information or developmental disability that might affect youth offender's ability to participate in activities or treatment.
- b. County shall enter all youth specific service data in JJIS that is required for tracking services under this Agreement.

10. Other Agreement Requirements

- a. At a minimum, the County shall ensure the following processes are available to support the Service Plan:
- (i) Disposition of parole violations;
 - (ii) Community Programs;
 - (iii) Plan for providing detention back-up and back up to Community Programs;
 - (iv) A process for making Close Custody Facility placement recommendations in accordance with the Diversion Services portion of the Service Plan;
 - (v) Preliminary Revocation Hearings in the community to determine probable cause for a revocation to an OYA Close Custody Facility. County shall provide the hearing report to the Close Custody Facility in which the youth resides within 72 hours after the youth's arrival at the Close Custody Facility. County shall ensure that the hearings are conducted in accordance with OAR 416-300-0000 et seq. and other applicable state and federal law.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
PROVIDER REQUIREMENTS**

1. Indemnification by Providers

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

2. Provider Insurance Requirements

A. GENERAL

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

B. TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements. If Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If Provider is an employer subject to any other state's workers' compensation law, Provider shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE

Required **Not required**

Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY

Required **Not required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE

Required **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Provider is responsible including but not limited to Provider and Provider's employees and volunteers. Policy endorsement's definition of an insured shall include the Provider, and the Provider's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per

occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

EXCESS/UMBRELLA INSURANCE

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS

Provider's insurance shall be primary and non-contributory with any other insurance. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED

The Commercial General Liability insurance and Automobile liability insurance required under the Provider Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under the Provider Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Provider's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Provider Contract, for a minimum of 24 months following the later of (i) Provider's completion and County's acceptance of all Services required under the Provider Contract, or, (ii) The expiration of all warranty periods provided under the Provider Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE

County shall obtain from the Provider a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION

The Provider or its insurer must provide at least 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).

INSURANCE REQUIREMENT REVIEW

Provider agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Provider and County.

STATE ACCEPTANCE

All insurance providers are subject to Agency acceptance. If requested by Agency, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit D.

**JUVENILE CRIME PREVENTION BASIC SERVICES AND DIVERSION SERVICES
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
FUNDING**

SERVICE	TOTAL
DIVERSION	\$898,718.00
JCP BASIC	\$1,058,900.00
GRAND TOTAL	\$1,957,618.00

The amounts indicated as the Grand Total above represents the maximum amount that OYA may pay to County under this Agreement. This amount is not a firm, fixed amount unconditionally guaranteed to be provided to County, but is a not-to-exceed amount expected to be available for allowable payments to County for performing the Services set forth in the Service Plan and other provisions of this Agreement. The specific amounts allocated for Diversion Services and JCP Basic Services above are not firm, fixed amounts, but are subject to change as provided in Sections 11 and 20 of Exhibit B and Section 6 of Exhibit C. Changes to the amounts allocated for Diversion Services and JCP Basic Services made pursuant to Section 6 of Exhibit C shall not alter the not-to-exceed amount of the Grand Total listed above.

EXHIBIT F – SERVICE TRACKING IN JJIS

This Policy Statement “Service Tracking in JJIS” may be updated from time to time. County is responsible for checking OYA’s Public website at <http://www.jjis.state.or.us/policy/servicetracking.htm> for the most current version. Below is an example of the Policy Statement current as of the date of this Agreement. Any additional forms listed within the example can be accessed by accessing the website listed above and following the associated links.

 	<h2 style="margin: 0;">Oregon</h2> <h1 style="margin: 0;">Juvenile Justice Information System</h1> <h2 style="margin: 0;">Policy Statement</h2>	 
Service Tracking in JJIS		
Approved:  Philip Cox, Co-Chair JJIS Steering Committee	Effective Date: 1/16/2013 JJIS Steering Committee Approval: 12/19/2012 JJIS Policy & Standards Committee Approval: 8/22/2012 Supersedes:	
REFERENCE:		

<u>PURPOSE:</u>	<ul style="list-style-type: none"> • <i>To provide a standard for consistency in tracking services in JJIS;</i> • <i>To provide a threshold for a view of current juvenile justice practice;</i> • <i>To provide a foundation to compare trends in key service areas over time; and</i> • <i>To establish a foundation to develop capacity to measure results based on evidence</i>
<u>DEFINITIONS:</u>	Services are classified in JJIS according to Program Type as described below. Services are organized activities or programs designed to hold youth accountable for behavior or provide treatment, skills and capacities to change behavior.

Program Type	Definition
Accountability	Services designed to provide a consequence or an accountability experience for a youth. Examples include extended detention, community service, and restitution. Includes services designed to provide alternative service coordination for accountability experiences such as Sanction Court, Peer Court and Youth Court.
Competency Development	
Educational	Elementary and secondary education programs and services designed to assist a youth in obtaining either a high school diploma or a GED.
Independent Living	Services designed to assist a youth transition into independent living.



Program Type	Definition
Skill Development – Non-Residential	Non-residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Skill Development – Residential	Residential services that assist youth in changing values, attitudes and beliefs in order to demonstrate pro-social thinking and behavior and in developing life skills and competencies for pro-social thinking and behavior. Interventions in this category include Anger Management, Conflict Resolution, Effective Problem Solving, Cognitive Restructuring.
Therapeutic Foster Care	Foster care in homes with foster parents who have been trained to provide a structured environment that supports youth's learning social and emotional skills.
Vocational	Services to teach basic vocational skills, career exploration, skills and vocational assessment, vocational training, work experience, work readiness and life skills related to maintaining employment.
Family	
Family Counseling	General family counseling services.
Family Education	Family & Parent Training and Education services. This category excludes family mental health programs and multi-dimensional family services like Family Counseling, Multi-Systemic Therapy & Functional Family Therapy.
Functional Family Therapy	Empirically based family intervention services for youth and their families, including youth with problems such as conduct disorder, violent acting-out, and substance abuse. Service is conducted both in clinic settings as an outpatient therapy and as a home-based model
Multi-Systemic Therapy	Empirically based family intervention service for youth and their families that works on multi-systems within the family and extended family structure.
Fire Setter	
Fire Setter – Non-Residential	Non-residential treatment services for youth with inappropriate or dangerous use of fire.
Fire Setter – Residential	Residential treatment services for youth with inappropriate or dangerous use of fire.



Program Type	Definition
Gang	
Gang – Non-Residential	Non-residential services designed to address juvenile gang related behavior, membership and affiliation.
Gang – Residential	Residential services designed to address juvenile gang related behavior membership and affiliation.
Mental Health	
Mental Health – Non-Residential	Non-residential and aftercare services designed to treat specific DSM-IV Mental Health diagnoses.
Mental Health – Residential	Residential services designed to treat specific DS-MIV Mental Health diagnoses.
Co-Occurring	
Co-Occurring – Non-Residential	Non-residential and aftercare services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Co-Occurring – Residential	Residential services designed to treat youth with co-occurring specific DS-MIV Mental Health diagnoses and substance abuse issues.
Sex Offender	
Sex Offender – Non-Residential	Non-residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Sex Offender – Residential	Residential services designed to address juvenile sex offending behavior and prevent subsequent behavior.
Substance Abuse	
Substance Abuse - Non-Residential	Non-residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency. Interventions include Drug Courts, DUII Impact Panels, Substance Abuse Education and Support Groups and Outpatient Treatment or after care.
Substance Abuse - Residential	Residential services designed to address juvenile substance abuse and assist youth in avoiding substance abuse and/or chemical dependency.



Other Youth Services	
Drug Court	Specialized courts designed to handle cases involving substance abuse where the judiciary, prosecution, defense, probation, law enforcement, mental health, social service and treatment communities work together to break the cycle of addiction. Offenders agree to take part in treatment, regular drug screenings, and regular reporting to the drug court judge.
Mentoring	Services foster a relationship over a prolonged period of time between a youth and older, caring, more experienced individuals who provide help to the younger person to support healthy development.
Other – Residential	Residential services which are unable to be categorized with any of the existing categories.
Other – Youth Services	Other services which are unable to be categorized with any of the existing categories.
Victim Related	Services other than Restitution or Community Service that assist youth in developing empathy for victims of their crimes and provide opportunities to repair harm. Interventions in this category include Victim Impact Panels, Victim Offender Mediation.
Wrap Around	Planning process designed to create individualized plans to meet the needs of children and their families by utilizing their strengths. The exact services vary and are provided through teams that link children, families and foster parents and their support networks with child welfare, health, mental health, educational and juvenile justice service providers to develop and implement comprehensive service and support plans.
Assessment	Assessments and evaluations performed to help identify the need for specialized services.
Foster Care	Foster care
Medical	Medical services such as medication management, routine physicals and dental exams, tattoo removal services and other medical care.



POLICY:

Tracking and reporting on services provided to youth by Oregon's juvenile justice system provides a view of current juvenile justice practice, creates a preliminary framework to develop means of analyzing results in the future, and moves the juvenile system toward evidence-based practices.

Tracking

Required Tracking

All youth specific competency development, treatment services, and designated youth services funded with state Prevention, Basic, and Diversion funds and all OYA paid services in the following Program Types will be tracked in JJIS:

- Competency Development
 - Educational
 - Independent Living
 - Skill Development – Non-Residential
 - Skill Development – Residential
 - Therapeutic Foster Care
 - Vocational
- Family
 - Family Counseling
 - Family Education
 - Functional Family Therapy
 - Multi-Systemic Therapy
- Fire Setter
 - Fire Setter – Non-Residential
 - Fire Setter – Residential
- Gang
 - Gang – Non-Residential
 - Gang – Residential
- Mental Health
 - Mental Health – Non- Residential
 - Mental Health – Residential
- Co-Occurring
 - Co-Occurring – Non-Residential
 - Co-Occurring – Residential
- Sex Offender



	<ul style="list-style-type: none"> ○ Sex Offender – Non-Residential ○ Sex Offender – Residential ● Substance Abuse <ul style="list-style-type: none"> ○ Substance Abuse - Non-Residential ○ Substance Abuse - Residential ● Other Youth Specific Services <ul style="list-style-type: none"> ○ Drug Court ○ Mentoring ○ Other Residential ○ Other Youth Services ○ Victim Related ○ Wrap Around <p>At a minimum, the Service Start Date, End Date and Completion Status will be tracked consistent with local policy, using at least one of three JJIS features:</p> <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions ○ Programs attached to Conditions <p>In the event that multiple features have been used to track the same program with overlapping dates, JJIS will create a summary Service Episode record for reporting.</p> <p>Services tracked in other JJIS features, such as Population Groups, will not be recognized in reports designed to analyze service records because the data will not be standardized with appropriate reporting attributes.</p> <p>Unless otherwise approved to provide a comparable data file to include with reports, only those services tracked in one of the three approved features will be recognized in statewide JJIS reports. The annual published report will include only accountability, competency development, and treatment services.</p> <p>Subject to local policy, service dosage, attendance, and participation may be tracked using the Attendance Tracking feature.</p> <p><u>Optional Tracking</u></p> <p>Service tracking is not required for the following basic and infrastructure services, but may be tracked according to local protocol.</p> <ul style="list-style-type: none"> ● Accountability services designed to provide a consequence or an accountability experience for a youth. <ul style="list-style-type: none"> ○ Community Service ○ Work Crews
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	<ul style="list-style-type: none"> ○ Restitution Programs ● Accountability services designed to provide alternative service coordination for accountability experiences <ul style="list-style-type: none"> ○ Sanction Court ○ Peer Court ○ Youth Court ● Basic and Intensive supervision; offense specific caseloads; intensive monitoring ● * Basic pre-adjudicatory detention, detention sanctions, extended detention, and basic shelter care <p>* Detention and shelter based treatment programs may be tracked as service separate from the custody episode.</p> <p><u>Non-trackable Services</u></p> <ul style="list-style-type: none"> ● Other Basic Services <ul style="list-style-type: none"> ○ Assessments and Evaluations. ○ Medical Services ○ Activity Fees ○ Clothing Vouchers ○ Education (including GED Testing and Tutoring) ○ Electronic Monitoring & Tracking ○ Medication ○ **Polygraphs ○ School Liaison Counselor ○ Service Coordination ○ Translation Services ○ Transportation & Gas Voucher ○ **UA's. <p>** Polygraphs and UA's results may be tracked in Conditions.</p> <p><u>Monitoring Data Integrity</u></p> <p>Monitor Administrative - Set Up</p> <p>OYA and county juvenile departments will review the providers and programs set up in JJIS at least annually to assure proper Program Type classification, accurate visibility to users in the drop down lists, and other optional reporting attributes. OYA and counties share provider and programs and it is essential that these attributes be set up correctly in order to assure accurate reporting.</p>
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	<p>Counties programs also have a funding reporting attribute called Report Option – which identifies how a program is funded for a particular county during a specified date range. This is the only attribute that provides the opportunity to report on programs funded with state Diversion, Basic, and Prevention dollars and must be maintained. Counties are responsible to assure their Report Options are accurate.</p> <p>OYA's Diversion Specialist will facilitate an annual audit of county programs in JJIS to assure consistency with the annual Diversion and Basic plans, and will provide a copy of the annual inventory to the state office responsible for administering state Prevention funds to assure consistency with the Prevention plans.</p> <p>JJIS Report 562 – Active Program Report Options and Visibility can be used to monitor the administrative set up for a specific office.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00562.htm <p>Monitor Service Tracking</p> <p>A variety of reports have been developed to monitoring tracking throughout the year. Offices will use these reports to assure that services intended to be tracked are tracked.</p> <p>Data provided via a data file, instead of recorded in JJIS, will be included in these reports only if the data file has been submitted to the OYA Information System Reports team prior to the scheduling of the report in the format and within the timeline established by team.</p> <p>JJIS Report 363 – Program History Summary Extract - can be used to monitor service tracking data entry. This data extract can be scheduled for active during a date range, started during a date range, or ended during a date range for a specific reporting category and for a specific agency.</p> <ul style="list-style-type: none"> • http://www.jjis.state.or.us/reports/details/detail00363.htm <p>Attendance Tracking</p> <p>JJIS maintains a comprehensive Attendance Tracking feature to provide a way to document youth attendance and progress in a number of defined program sessions, and can be used to document group and individual treatment sessions. Offices will implement this feature subject to local policy. Offices that implement this feature are responsible to maintain the Program Course Definitions that are required to manage its use.</p>
<p><u>PROCEDURES:</u></p>	<p>Tracking Services</p> <ol style="list-style-type: none"> 1. Determine which JJIS feature the office will use to track services: <ul style="list-style-type: none"> ○ Services ○ Case Plan Interventions



	<ul style="list-style-type: none"> ○ Programs on Conditions <ol style="list-style-type: none"> 2. Determine when service will be tracked in JJIS – when service is opened, when service is closed, when case is closed. Services tracked when the case is closed might be excluded from reports. 3. Determine local protocol for who will enter the services. 4. Train staff on local policy and protocol. <p>Maintaining Provider/Programs in JJIS</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of Providers and Programs in JJIS. 2. Verify the program is still active for the office and other reporting attributes. 3. Submit changes to the JJIS Help Desk via the appropriate Provider/Program Request Form. Requests for new programs and requests to inactivate or remove visibility from a program must be initiated with the form. <p>Maintaining Attendance Tracking Course Definitions</p> <ol style="list-style-type: none"> 1. Conduct an annual inventory of active Course Definitions in JJIS. 2. Verify the course and course definitions are still active for the office. 3. Submit requests for new program course descriptions or changes to existing descriptions to the JJIS Help Desk the appropriate Provider/Program Request Form. Requests to inactivate an existing course description may be submitted by an authorized representative from your office to the JJIS Help Desk by email.
<p><u>FORMS:</u></p>	<ul style="list-style-type: none"> • OYA Provider Program and Course Definition Request Form (YA 1751) • JJIS Form 10a and 10b Instructions • JJIS Form 10a – County Provider Program Request Form (new program) • JJIS Form 10b – County Program Form (mass entry/annual review)



Oregon

Kate Brown, Governor

Oregon Youth Authority Procurement Unit

530 Center Street NE, Suite 500
Salem, Oregon 97301
Voice: (503) 373-7330
Fax: (503) 373-7921
www.oregon.gov/OYA



Document Return Statement

July 11, 2019

Re: Agreement# 14295 hereafter referred to as "Contract."

Please complete and return the following documents:

- This Document Return Statement
- Completed signature page(s)

Note: If you have any questions or concerns with the above referenced Contract, please feel free to contact Susanna Ramus, Contract Specialist at (503) 373-7330.

Please complete the following:

I Jim Bernard, Chair
 (Name) (Title)

received a copy of the above referenced Contract, consisting of 34 pages between the State of Oregon, acting by and through its **Oregon Youth Authority** and **Clackamas County** by email from OYA Procurement Unit on the date listed above.

On _____, I signed the printed form of the electronically transmitted Contract without change.

(Authorized Signature)

(Date)



JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 4 to the Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near the Metro South Transfer Station

Purpose/Outcomes	Extend an existing IGA between Metro and Clackamas County through the Juvenile Department for litter pick-up near the Metro South Transfer Station.
Dollar Amount and Fiscal Impact	The value of Amendment No. 4 is \$160,000.00 These additional funds will increase the maximum value of the IGA to \$303,000.00.
Funding Source	Metro
Duration	Effective July 1, 2019 to June 30, 2021
Previous Board Action	The initial IGA received Board approval on January 17, 2013. Amendments No. 1, 2 and 3 were approved by the Board June 5, 2014, June 11, 2015, June 29 2017 and July 11, 2019, respectively.
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	Approved 7/2/19
Contact Person	Ed Jones, Administrative Services Manager – 503-650-3169
IGA No.	Metro contract No. 931488 (IGA)

BACKGROUND:

Signed by the board on July 11, 2019 under agenda item H.2. Metro discovered an error in total contract value and re-submitted this amendment for signature.

Metro and Clackamas County, through the Department of Transportation and Development (DTD), entered into a contractual relationship in January of 2013, regarding litter pick-up on roads and sections of I-205 near the Metro South Transfer Station, located at 2001 Washington Street,

in Oregon City. DTD provided and supervised work crews for litter pick-up until the IGA was transferred to the County's Juvenile Department on January 1, 2014.

The Juvenile Department provides work crews through its Project Payback Next Step program. The program supports youth in the development of work readiness skills and vocational exploration. The crew also provides an opportunity for youth to earn money to pay the restitution owed to their victims. The service provided by the youth work crews contribute to a safe and healthy community.

RECOMMENDATION:

Staff recommends the Board approval of this amendment.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at
503-655-8788

Amendment

AMENDMENT NO. 04

CONTRACT NO. 931488

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, hereinafter referred to as "County."

This amendment is a change order to the original Scope of Work as follows:

The purpose of this amendment is to continue the services for an additional two years, amend the scope and payment provisions.

The contract expiration date is extended from June 30, 2019 to June 30, 2021.

The Scope of Work attached to the contract as Attachment A is hereby replaced with the following Scope of Work – Attachment A:

1. County shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1.0 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; 0.5 miles of Clackamas River Drive from its intersection with Washington Street, north to a point one-half mile distant; and both sides of Oregon City Bypass for a distance of 1.0 mile from the intersection of Washington Street and Oregon City Bypass. Metro shall provide the County detailed maps showing the area(s) where litter can be collected.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litterbags, collect them and bring them to Metro South for disposal. Metro will cover disposal costs and reimburse the County for the cost of litterbags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and County.
5. County shall supply all labor and supervision. Supervisors shall be trained and experienced in managing each work crew. Approximately four to six workers shall be provided per crew. Two crews should be used when possible. County may outsource supervision. Labor shall be provided as set forth in paragraph 14, below.
6. County shall be paid a stipend of \$50.00 per youth for each worker working a full shift (shift defined as 6 hours) on the crew, and vocational education and training (not to exceed 8 hours per month, per youth).
7. County shall be paid an hourly wage of \$22.28 for the Crew Leader and \$17.71 for the Assistant Crew Leader. Hourly wage is accumulated in crew preparation and conclusion (not to exceed 2 hours per day, per Crew Leader), when the collection crews are working (not to exceed 6 hours per day, per Crew Leader), and in vocational education and training activities (not to exceed 8 hours per month, per Crew Leader).
8. County shall be paid for 1.5 hours per week at \$94.00 per hour for program administration, not to exceed \$7,332.00 per year.
9. County shall be reimbursed for work crew vehicle rental costs at \$94.00 per workday for one vehicle, not to exceed \$4,888.00 per year. Should per day mileage exceed 34.5 miles, then County shall be reimburse additional mileage at the current IRS mileage reimbursement rate per mile, not to exceed \$1,041.00
10. Metro shall reimburse County for replacement traffic control signs and grapplers (litter sticks) that are worn out or damaged during the performance of duties under this Agreement.

Metro shall pay County for services performed and materials delivered under this amendment in the amount not to exceed ONE HUNDRED SIXTY THOUSAND AND NO/100THS DOLLARS (\$160,000.00), for a total contract amount not to exceed THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$375,000.00).

County's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and County's name shall be referenced in the email subject line. Metro requests that County submit billing invoices for

Amendment



AMENDMENT NO. 04

CONTRACT NO. 931488

services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon receipt of County invoice.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

CLACKAMAS COUNTY

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

”



CHRISTINA MCMAHAN
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

**Approval of Personal Services Contract With Latino Network to Provide
Community-Based Diversion Services**

Purpose/ Outcomes	Approval of contract for Community-Based Diversion Services. Provide an opportunity for youth who have been referred to the Juvenile Department for the first time, lower level crimes and violations to be diverted from formal juvenile department involvement intervention to community-based services. This program provides accountability to victims and the community through restorative justice practices, and by youth not committing crimes.
Dollar Amount and Fiscal Impact	Total contract value is not to exceed \$1,200,000 from contract begin date through the June 30, 2024 expiration date. Payments are made on a fixed fee basis and amount to \$240,000 annually.
Funding Source	Juvenile Crime Prevention funds, administered by the Youth Development Department of the Oregon Department of Education and general fund.
Duration	Effective upon execution through June 30, 2024
Previous Board Action	N/A, Program is replacing current iteration of Diversion Program.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities. 2. Provide intervention, accountability and support services to youth referred to the Department so they can stop committing offenses, understand the impact of their actions, repair harm and make positive change. 3. Provide skills, character, competency development, and community connection services to youth so they can experience positive change, increase self-confidence and demonstrate skills to successfully transition to adulthood.
Counsel Review	Approved as to Form on July 30, 2019
Contact Person	Ed Jones, EJones@clackamas.us, 503-650-3169

BACKGROUND:

The mission of the Clackamas County Juvenile Department (CCJD) is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community. CCJD supports a continuum of services that address a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports. The Community-Based Diversion

Services program serves to assist CCJD fulfill its mission and achieve better outcomes for the youth, families and communities the department serves.

In accordance with the Local Contract Review Board, on April 30, 2019, Procurement published Request for Proposals #2019-28 Juvenile Department Community Based Diversion Program. An evaluation committee of qualified staff and community partners evaluated the proposals per the stated criteria and recommended Latino Network for a contract award, and CCJD followed that recommendation.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached contract with Latino Network.

Respectfully submitted,

Christina McMahan, Director

Placed on the Agenda of _____ by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Latino Network ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Juvenile Department.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed two hundred forty thousand dollars (\$240,000) per fiscal year (July 1st through June 30th) and a total sum not to exceed one million two hundred thousand dollars (\$1,200,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://clackamas.us/finance/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, and D.

6. Contractor Data.

Address: 410 NE 18th Avenue, Portland, OR 97232
Contractor Contract Administrator: Michael Gibson
Phone No.: 503-283-6881
Email: michael@latnet.org

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or

suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to

Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has

complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections

20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS

652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including

any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Latino Network

Clackamas County Board of Commissioners

Authorized Signature

Date

Chair

Date

Name / Title (Printed)

Recording Secretary

_____135762-93_____

Oregon Business Registry #

Approved as to Form:

_____DNP / Oregon_____

Entity Type / State of Formation

County Counsel

Date

EXHIBIT A SCOPE OF WORK

The Contractor shall provide Community-based Diversion Services (“Work”) as detailed in this **Exhibit A** and the Contractor’s Proposal hereby incorporated by reference as **Exhibit D**.

The County Contract Administrator for this Contract is: Ed Jones

- 1. Program Goals:** The overall program goal is to provide community-based interventions for low level, first time offenders who are generally low risk to reoffend, and their families in Clackamas County. This program will utilize restorative justice values and principles where youth are held meaningfully accountable to their victims and community.

In addition to the above, Contractor shall provide Work in accordance with the following Goals:

1.1. Family First: The family drives the plan.

- A. We respect and honor family voice and guarantee safety for its expression throughout the process
- B. We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs
- C. We are committed to culturally sensitive behavior toward the family throughout the process
- D. We understand that building trust with families is our job
- E. We protect families by honoring confidentiality

1.2. Engagement and Motivation: We help families discover what will work for them

- A. We use effective strategies to help families find their own motivation for trying new strategies (e.g., what’s in it for us?)
- B. If a family is not engaging we ask ourselves what we can do differently
- C. We stay balanced and avoid taking sides between family members

1.3. Effective Teamwork: As partners we take care of each other

- A. We help each other
- B. We clearly understand our roles and honor boundaries
- C. We listen for understanding and speak truthfully to each other
- D. We keep our commitments
- E. Keep youth from unnecessarily penetrating further into the Juvenile Justice System
- F. Demonstrate commitment to restorative justice practices
- G. Provide opportunities for victims to be heard and participate in the process, if desired
- H. Engage community volunteers as part of the Diversion Program
- I. Involve community members such businesses, non-profit entities, school administrators, and/or the local police department to support the Diversion Program
- J. Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service
- K. Use culturally-relevant services (including language) with Latino youth and families

- 2. Service Components:** Contractor shall perform Work in accordance with the following Service Components:

- 2.1. Intervention Services:** Provide low level early intervention services in the community for status offenses and misdemeanor offenses designated by CCJD

- A. Contractor will locate opportunities within the community so low level youth are not participating in services with youth from the Juvenile Department whenever possible
- B. Contractor will identify community resources to support youth participating in the Diversion program, which may include, but is not limited to the following examples:
 - i. Restorative community service
 - ii. Skills groups
 - iii. Counseling services
 - iv. Drug and alcohol assessments
 - v. Pro-social opportunities
 - vi. Parenting support

2.2. Juvenile Justice System Awareness: Keep youth from unnecessarily penetrating further into the Juvenile Justice System.

- A. Review the case to confirm appropriateness for diversion based on established guidelines from the CCJD
- B. Youth and their parents or guardians are contacted and services initiated within 30 days of receiving a referral from CCJD
- C. Conduct in a timely manner the initial risk assessment screening (CCJD will provide the assessment tool and process for identifying and returning referrals to CCJD which need a higher level of intervention than the Diversion Program offers). Additional details of risk assessment and screening process shall be according to a mutually agreeable process.
- D. Incorporate the needs of the youth, victim and community when working with the youth referred to the Diversion Program

2.3. Restorative Justice: Demonstrate commitment to and provide a diversion program which incorporates restorative justice practices into service delivery.

2.4. Victim Participation: Provide opportunities for victims to be heard and participate in the process.

2.5. Collaboration and Involvement: Involve and work collaboratively with other professionals in the field including, but not limited to, community members such as volunteers and partners, school administrators, and/or the local police department to support the Diversion Program

- A. Provide recruitment, vetting, coaching, tracking and retention of all involved community members who are volunteering with the Diversion Program

2.6. General Supervision and Oversight: Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service

2.7. Customer Service: Ensure quality customer service.

2.8. Program Supervision and Oversight: Supervision of all program processes, casework approaches and required documentation.

2.9. Diversion Agreement Reporting and Tracking: Monitor and track completion of diversion agreements, generally to be completed within 60-90 days of signing the diversion agreement, and return cases to CCJD with a closing summary within 14 days of case closure.

2.10. Provide training to staff as necessary including, but not limited to:

- A. Restorative justice
- B. Trauma Informed Care
- C. Cultural and Gender (including gender identity) Responsivity
- D. Confidentiality
- E. Ethics
- F. Mandatory Child Abuse Reporting
- G. Other training as designated by CCJD

2.11. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly scheduled intervals, as designated in the contract to be determined.

2.12. Services shall be provided in accordance with criminogenic risk, need, and/or responsivity factors as identified by validated assessment tool(s). In the event that no assessment data are available at the time that services are needed, Contractor shall assign services that target any known behaviors that precipitated the alleged crime(s) noted in the Youth's referral to the Community Based Diversion Program.

2.13. Service Area: Contractor shall provide direct services in the following areas in Clackamas County, OR:

- A. Canby (includes Aurora, Woodburn, Hubbard)
- B. Estacada (includes Eagle Creek)
- C. Gladstone
- D. Lake Oswego (includes Tualatin)
- E. Happy Valley (includes Clackamas, Damascus)
- F. Milwaukie (includes Portland)
- G. Molalla (includes Colton, Mulino, Mt Angel, Scotts Mills)
- H. Oregon City (includes Beavercreek)
- I. Sandy (inc. Boring, Welches, Rhododendron, Government Camp, Brightwood)
- J. West Linn (includes Sherwood)
- K. Wilsonville

Contractor and County agree to meet upon County's request to review referral trends and create a mutually agreeable plan to adjust the locations where various Service Components are provided as may be needed.

3. Additional Requirements:

3.1. Culturally, gender, and sexual orientation responsive services. Culturally, gender, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families. In order for the youth to understand and appreciate the desired culture/heritage,

gender, and/or sexual orientation, the Contractor shall schedule activities on an individual or small group basis for the purpose of:

- A. Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation;
- B. Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences;
- C. Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network;
- D. Helping youth to recognize the relationships between various value systems;
- E. Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others; and
- F. Having staff available in each city or town where the Diversion Program is offered who is able to communicate with monolingual (Spanish) youth, families, victims, and community members.

3.2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Contractor will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include dosage and frequency of intervention. Output data may include dosage and frequency of intervention. In addition to any other reports that County may request, Contractor shall submit to County a Quarterly Report within thirty (30) calendar days following the end of each quarter in which Contractor provided Work. The contents and format of this report shall be determined by County, and include information to which Contract has reasonable access. Data in any and all reports requested by County shall be youth-specific. Changes to agreed-upon service or service delivery must be reviewed and approved by the CCJD.

3.3. Data Collection and Reporting

- A. Contractor shall complete a CCJD Juvenile Crime Prevention (JCP) Quick Screen for each youth receiving services. These forms shall be created by CCJD.
- B. Contractor shall complete and submit to CCJD the following forms for each youth receiving services within 15 days of form completion:
 - i. Exit CCJD JCP Quick Screen;
 - ii. CCJD Diversion Outcome form
- C. Contractor shall provide additional forms required pursuant to the ongoing program development with CCJD

3.4. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

3.5. Quality Assurance: Contractor is responsible for having existing processes and procedures in place for quality assurance of their program. Contractor is responsible to be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected Contractor will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the Contractor to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

3.6. Referral Process: Within one (1) working day of receipt, Contractor shall review County’s referral form and establish contact with the youth to initiate services. Once youth are contacted, they shall be “Referred Youth” for the purposes of payments and invoices under the Contract. There shall be a minimum of three attempts at contact, one of which being a written letter sent to the youths address on file. Only CCJD shall make referrals.

For referrals the contact information is as follows:

**Referral Supervisor – Paula McDonald, Office Supervisor
Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
Telephone: (503) 650-3154
Fax: (503) 655-8448
Pmcdonald@clackamas.us**

**Critical Incident Reporting – Mark McDonnell, Assistant Director
Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
Telephone: (503) 650-3103
Fax: (503) 655-8448 Markmc@clackamas.us**

Otherwise the contact information is as follows:

**Contract Supervisor – Tanya Kramer, Program Supervisor
Clackamas County Juvenile Department
2121 Kaen Road
Oregon City, OR 97045
Telephone: (503) 650-2861
Fax: (503) 655-8448
tkramer@clackamas.us**

3.7. Critical Incident Reporting. Contractor shall notify the Supervisor overseeing this contract by telephone within the same working day of a critical incident. If the incident occurs after normal business hours or on a holiday or weekend, the report is to be made on the next business day. A written report shall be submitted within three (3) business days of the incident. The initial phone call shall be made to and the subsequent written report shall be sent to the Supervisor Overseeing this contract.

A critical incident is defined as:

- A. any event likely to elicit heightened public interest or litigation;
- B. an incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;

- C. the death of a client;
- D. a suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;
- E. criminal charges brought against a staff member or subcontract staff member involving a client;
- F. professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
- G. actions by a client that result in the death or serious injury of another person; and
- H. any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

3.8. Informal Dispute Resolution: The parties shall use the following procedure if Contractor has complaints or concerns regarding this Contract:

Contractor may contact County to informally discuss Contractor's complaints or concerns.

If the matter remains unresolved after the informal discussion, Contractor may submit a letter or other documentation to County's designee as specified herein setting forth Contractor's complaints or concerns. Within 10 days of receiving Contractor's letter, County shall contact Contractor and attempt to resolve the matter. The County's designee is the **CCJD Assistant Director** (contact information provided above).

If the matter remains unresolved Contractor may submit a letter or other documentation to the department director setting forth Contractor's complaints or concerns. The department director or the director's designee shall contact Contractor promptly and attempt to resolve the matter.

If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties.

Nothing in this paragraph shall affect either party's rights or obligations under the Contract.

Contractor shall meet with designated CCJD staff at a mutually agreed upon basis, to conduct program development, modify referral procedures, address general services delivery issues and resolve any interagency and/or operation problems.

3.9. Performance Measures: Performance under this contract shall be monitored and evaluated by CCJD staff.

3.10. Contract Monitoring: Contractor shall fully cooperate with CCJD's contract monitoring, quality improvement and program evaluation activities. This includes making available all data/information CCJD deems necessary for those processes. This Contract shall be monitored through a number of means including:

- A. **Site Reviews:** CCJD staff may schedule on-site visits to review agency compliance with the contract. Site visits are usually scheduled with Contractor, but may be conducted without notice.
- B. **Technical Assistance:** CCJD, at its discretion, may offer training to the Contractor and/or technical assistance related to the program.

- C. **Evaluations/Program Performance:** Program performance may be evaluated through other quality assurance/evaluation processes.

3.11. Payments and Invoices:

- A. Consideration Rates – Fixed Fee at **\$20,000.00** per month for Work performed.

B. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$1,200,000.00 or \$240,000 annually. Invoices shall be submitted to: Ed Jones by email at EJones@clackamas.us or by mail at 2121 Kaen Rd, Oregon City, OR 97045.

C. No later than the tenth (10th) calendar day of each month, the Contractor shall submit an invoice for the previous month's Work using a format generated or approved by CCJD staff. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

- D. The invoice must minimally contain the following information:
 - i. State: Bill to Clackamas County Juvenile Department
 - ii. Contractor's name and address
 - iii. Contract number
 - iv. Invoice number and date
 - v. Dates or periods of service
 - vi. Description of services provided during the invoicing period

The County shall process payment net 30-days after receipt of an invoice, provided that the work described in the invoice has been completed in accordance with the terms and conditions in the Contract and all data requirements as identified in the contract. Failure to submit and/or complete the data requirements as identified in the Contract will delay the processing of the invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability. insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability. insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Required by County Not required by County

Physical Abuse and Molestation Liability. Required by County Not required by County
Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT Contractor
(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
CONTRACTOR'S PROPOSAL



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

August 08, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Intergovernmental Agreement between
Clackamas Broadband eXchange and The City of Sandy

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into an Intergovernmental Agreement (IGA) with the City of Sandy for Internet Services (ISP) to the Kiwanis project.
Dollar Amount and Fiscal Impact	CBX will provide the funding for the expansion of the existing CBX network to interested residents along the USFS roads 29, 31, 35, 35A and 35B. CBX has these funds available in its current fiscal budget.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the monthly internet service fee.
Duration	Effective upon signature by the board the initial contract is for 5 years with automatic one year renewals. The contract is not to exceed 10 years in length.
Previous Board Action	Board previously approved CBX to partner with other commercial carriers to complete dark fiber connection.
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is proposing an IGA to partner with the City of Sandy to provide ISP services to residents along USFS roads 29, 31, 35, 35A and 35B or the Kiwanis Project. This is a pilot project to demonstrate that CBX can partner with an ISP provider and deliver internet services to an underserved area within Clackamas County. CBX contacted the existing ISP provider but they declined to partner with CBX to provide enhanced ISP services. CBX will be responsible for the physical infrastructure and the City of Sandy will provide the internet service.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this Intergovernmental Agreement with the City of Sandy. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Intergovernmental Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE CITY OF SANDY**

THIS AGREEMENT (“Agreement”) is entered into and by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sandy (“City”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the parties desire to partner for a pilot fiber project whereby the City will serve as the Internet Service Provider (“ISP”) and the County will construct the necessary infrastructure and provide the dark fiber connections to the City’s customers (the “Project”); and

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution by both Parties, and shall continue for a term of five (5) year from the date of execution. This Agreement shall automatically renew for an additional one (1) year term each year thereafter unless otherwise terminated by the parties but not to exceed a maximum of 10 years from date executed.
2. **Rights and Obligations of the County.**
 - A. Upon written request from the City, County shall construct the necessary infrastructure and install a dark fiber connection to the property owners who have agreed to have the City serve as an ISP as part of the Project (“Infrastructure Construction”). Infrastructure Construction shall be performed by County in its sole discretion. The County is and will remain the owner of any infrastructure and dark fiber installed as part of the Infrastructure Construction. Prior to County performing the Infrastructure Construction, the County will consult with the City to ensure that the specifications of the infrastructure and fiber are compatible with City’s system. Prior to the County performing the Infrastructure Construction, the City shall ensure the following construction and installation requirements are satisfied at each property:
 - a. The City has secured all easements, leases, licenses, authorizations, or other agreements from property owner to allow County to use existing pathways to, into and within each site to the demarcation point for service, and to otherwise perform the Infrastructure Construction.
 - b. A path acceptable to the County is provided for the fiber optic cable from the point of entry into the site to the termination panel or CSP (Customer Splice Point) and into the home demarcation that complies with all applicable building, electrical, fire and related codes.
 - c. The County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, have reasonable ingress and egress into and out of the properties and buildings in connection with the provision of service.

- B. Following construction, County shall maintain and repair, as necessary and as determined by County in its sole administrative discretion, the infrastructure throughout the term of this Agreement.
- C. Subject to the availability of funds, as determined by the County in its sole administrative discretion, the County will provide all funds for the expansion of the fiber network to serve the property owners involved in the Project including, but not limited to, the expansion of the backbone fiber, all drops or laterals and cost of in-home wireless routers. The County will also contribute up to \$15,000.00 for purchase of new ISP equipment necessary to provide service to the property owners. This ISP equipment shall be procured and managed solely by the City. In procuring the ISP equipment, the City shall comply with all local, state, or federal law, including the Oregon Public Contracting Code, applicable to the procurement of goods and services. Upon termination of this agreement, title and ownership to all ISP equipment purchased by the City with County funds will be conveyed to County and will be removed from the City's network at the City's expense.

3. Rights and Obligations of City.

- A. If County performs the Infrastructure Construction necessary to serve a property owner, the City will provide ISP services to the property owner pursuant to those terms and conditions as may be mutually agreed to between the City and the property owner. County will have no involvement or interest in, and will not be a party to, any such agreement entered into by and between City and the property owner.
- B. In serving as an ISP, City shall provide all commercially reasonable ISP services including, but not limited to, IP addresses, billings, and general customer service. Customer service will be available Monday through Friday from 9 am to 5 pm, excluding federal holidays.
- C. As of the date of this Agreement, City will provide the ISP services to property owners at a cost of \$64.95 per month per customer for a symmetrical 300 Mg service or \$84.95 per month per customer for a symmetrical 1 Gig service. Of this fee, \$24.00 will be withheld by the City for each 300 Mbps customer and \$34.00 for each Gig customer. The remainder of the funds received from each customer for the ISP services will be sent to County.
- D. Rate increases shall occur no more than once per year and shall be mutually agreed upon by both parties and an amendment to this agreement.

4. Location.

- A. The rights and obligations of the Parties pursuant to this Agreement apply only in the geographic area described in Appendix A.

5. Representations and Warranties.

- A. *City representations and warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. The County and City, by mutual written agreement, may terminate this Agreement at any time. Either Party may terminate for convenience upon providing one hundred twenty (120) days' written notice to the other Party.
- B. Either the County or City 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, or other time as may be agreed between the parties in writing, 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or City 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 is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.

8. **Insurance.** The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

9. **Party Contacts**

A. Duke Dexter or his designee will act as liaison for the County.

Contact Information:

Duke Dexter
121 Library Court
Oregon City, Oregon 97045
ddexter@clackamas.us
Fax: 503-655-8255

Greg Brewster or his designee will act as liaison for City.

Contact Information:

Greg Brewster
39250 SE Pioneer Blvd
Sandy, Oregon 97055
gbrewster@ci.sandy.or.us
503-489-0937

B. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

10. **General Provisions**

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.

C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and

remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** 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.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties regarding its subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether

directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- K. **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** The provisions of Sections 5, 7, and 10 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- Q. **Confidentiality.** The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Sandy

Chair, Board of County Commissioners

By:
Its:

Date

Date

Recording Secretary



August 8, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Approval of a RiverHealth Stewardship Grant Agreement with Water Environment Services

Purpose/Outcomes	Acceptance of a Grant Award for RiverHealth Stewardship from Water Environment Services (WES)
Dollar Amount and Fiscal Impact	This IGA will provide \$12,000 of revenue in FY 19-20
Funding Source	WES RiverHealth Stewardship Grant
Duration	July 1, 2019 through June 30, 2020
Strategic Plan Alignment	This IGA supports Performance Clackamas through: <ul style="list-style-type: none"> • Building public trust through good government • Ensuring safe, healthy and secure communities
Previous Board Action	<i>Business Meeting 9/6/2018</i> – Approval of the RiverHealth Stewardship Grant agreement with WES for FY 2018-19
Counsel Review	Approved as to form on July 18, 2019
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Tonia Williamson, <i>Natural Resources Coordinator</i> , 503-742-4357

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business & Community Services (BCS), requests approval of a RiverHealth Stewardship Grant Agreement with Water Environment Services (WES). This grant agreement will provide funding for multiple projects and education surrounding the health of local waterways. All projects will seek to implement restoration efforts along Mount Scott Creek, which flows through North Clackamas Park.

Mount Scott Creek is part of the larger Kellogg-Mt. Scott Watershed served by both the District and WES. In 2009, WES developed a Watershed Action Plan for the watershed with basin specific strategies for better watershed management. This grant agreement helps further implement the Watershed Action Plan and supports continued management of this local creek.

The projects completed as a part of this grant agreement support the strategic priorities of both NCPRD and WES to enhance habitat and improve water quality. Grant funding will also help support a watershed-wide clean up event in partnership with WES and the local watershed council, North Clackamas Urban Watersheds Council (NCUWC). Furthermore, the grant will support the creation of a plan to form a partnership to lead service learning for District residents with a focus on natural resources as well as equity, diversity and inclusion.

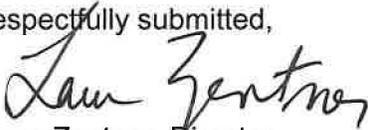
RECOMMENDATION:

Staff respectfully recommends the Board approve the RiverHealth Stewardship Grant with Water Environment Services (WES) and authorize the Business & Community Services Director or Deputy Director to execute any and all documents necessary to effectuate the same.

ATTACHMENT:

1. RiverHealth Watershed Stewardship Program Grant Agreement
2. WES River Health Stewardship Grant Lifecycle Form

Respectfully submitted,

A handwritten signature in black ink that reads "Laura Zentner". The signature is written in a cursive, flowing style.

Laura Zentner, Director
Business & Community Services

**RIVERHEALTH WATERSHED STEWARDSHIP PROGRAM
GRANT AGREEMENT**

THIS GRANT AGREEMENT (this “Agreement”), made and entered into on this _____ day of _____ in the year 20__ by and between Water Environment Services, a municipal partnership formed pursuant to ORS 190 (the “District”), and **North Clackamas Parks & Recreation District**, a county service district (the “Grantee”).

RECITALS

The District’s Watershed Protection Program is focused on improving the water quality of receiving streams within its service area. In order to accomplish this goal, the District provides a variety of services in both the upland areas (development review, maintenance of infrastructure, street sweeping, and erosion control) and along stream corridors (riparian enhancement, invasive species removal, bank stabilization, habitat enhancement, and water quality monitoring). The District works closely with local businesses, citizen groups, partner cities, watershed councils, and non-profit organizations to accomplish much of the on-the-ground work that is necessary to ensure the resiliency of receiving streams.

In an effort to expand and encourage these partner relationships, the District developed the RiverHealth Watershed Stewardship Program. The program awards project-based funding to successful applicants through a competitive process that ensures objectivity and accountability to District customers.

TERMS

The District and the Grantee agree as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 Grant Activities.** The Grantee hereby agrees to perform the activities described in Exhibit A (“Work”), attached hereto and incorporated by reference, on the schedule set forth in Exhibit A (collectively, the “Project”).
- 1.2 Grantee Status.** The Grantee is an independent contractor and assumes full responsibility for the performance of the Work. Notwithstanding any statements or inferences to the contrary, the District neither intends nor accepts any 1) direct involvement in the Project; 2) sponsorship benefits or supervisory responsibility with respect to the events or activities funded; or 3) ownership or responsibility for care and custody of the tangible products that result from the Project.
- 1.3 Compliance.** The Grantee agrees to perform the Work in accordance with all applicable local, state and federal laws; ordinances; and rules and regulations.
- 1.4 Project Acknowledgment.** The District must be acknowledged as Project sponsors on any written or published material or grant product. This includes, but is not limited to: signage, event mailings, annual reports, print or film media and news stories. The program shall be

recognized as the “RiverHealth Watershed Stewardship Program.”

ARTICLE 2 - TERM

2.1 The term of this Agreement shall be for a period commencing on execution of the Agreement by both parties through June 30, 2020.

ARTICLE 3 - PAYMENT

In accordance with the terms and conditions of this Agreement, the District shall provide funding to the Grantee as follows:

3.1 Payment of Funds

- 3.1.1 The District agrees to provide grant funding to the Grantee in an amount not to exceed twelve thousand and 00/100 Dollars (\$12,000.00) (the “Maximum Amount”) to perform the Work in accordance with this Agreement. No changes in the Maximum Amount shall be made without prior written approval of the District. The District shall not be responsible for payment of any materials, expenses or costs other than those identified in Exhibit A.
- 3.1.2 The Grantee shall submit quarterly reimbursement requests for Work associated with the Project and progress reports in accordance with the payment terms and procedures contained in Exhibit A attached hereto.
- 3.1.3 Grantee is solely responsible for paying Grantee’s contractors and subcontractors.
- 3.1.4 The District may withhold from payments due to the Grantee such sums as are necessary, in the District’s sole and absolute discretion, to protect the District against any loss or damage which may result from the failure of the Grantee to perform as required under this Agreement, the failure of Grantee to make proper payment to subcontractors or suppliers, or upon claims filed against the Grantee or the District relating to the Grantee's Work or other work performed under this Agreement. All sums withheld by District under this Section shall become the property of District and Grantee shall have no right to such sums to the extent that Grantee has breached this Agreement.

3.2 Payment Procedure. Requests for payment shall be made consistent with the terms set forth on Exhibit B, attached hereto and incorporated by reference. The Grantee shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying.

ARTICLE 4 - GENERAL CONDITIONS

4.1 Final Report. The Grantee agrees to complete a final report related to the Project, as required by District and described in Exhibit A, using the forms contained in Exhibit B, attached hereto and incorporated by reference.

4.2 Termination of Agreement. Both parties may terminate this Agreement at any point by a writing signed by both parties. The District, on seven (7) days' prior written notice to the Grantee, may terminate this Agreement for any reason deemed appropriate in its sole discretion. Termination by District will not waive any claim or remedies it may have against the Grantee.

4.3 Payment on Termination. In the event of early termination, the District shall pay the Grantee for Work performed in accordance with the Agreement prior to the termination date, subject to set off of excess costs. The District shall not be liable for indirect or consequential damages.

4.4 Indemnification. The Grantee agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, commissioners, agents and employees from and against all claims and actions, and all expenses, except for attorney fees, incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Grantee or the Grantee's employees or agents.

4.5 Insurance

4.5.1 The Grantee agrees to furnish the District evidence of commercial general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the Grantee's, or any subcontractors, in the performance of this Agreement. Evidence of the Grantee's coverage by the Clackamas County Self Insured Risk Fund shall satisfy all insurance requirements.

4.5.2 The insurance coverage shall include the District and Clackamas County, their officers, elected officials, agents and employees, as additional insureds and refer to and support the Grantee's obligation to hold harmless the District, its officers, commissioners, agents, and employees.

4.5.3 There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice by the Grantee to the County.

4.6 Assignment. The Grantee shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or

withheld in its sole and absolute discretion. District may assign this Agreement at any time and shall provide Grantee with notice of such assignment within thirty (30) days of such assignment.

4.7 Notice. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the District: Water Environment Services
 150 Beaver Creek Road, 4th Floor
 Oregon City, Oregon 97045
 ATTN: Gail Shaloum

Copy to: Office of County Counsel
 Clackamas County
 2051 Kaen Road, 2nd Floor
 Oregon City, Oregon 97045
 ATTN: Amanda Keller

If to the Grantee: North Clackamas Parks & Recreation District
 150 Beaver Creek Rd.
 Oregon City, OR 97045
 ATTN: Tonia Williamson

4.8 Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

4.9 Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any litigation between the District and the Grantee arising under this Agreement or out of Work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Grantee, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

4.10 Integration. This Agreement contains the entire agreement between the District and the Grantee and supersedes all prior written or oral discussions or agreements.

4.11 Funds. The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2019-20. This Agreement is expressly

subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

4.12 Maintenance of Records. The Grantee shall maintain books and accounts of payroll costs, travel, subsistence, field contract services of others, and reimbursable expenses pertaining to the Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, upon reasonable notice and from time to time, any records of the Grantee regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

4.13 Amendments. The District and the Grantee may amend this Agreement at any time only by written amendment executed by the District and the Grantee.

4.14 Waiver. District's failure to enforce any provision of this Agreement shall not constitute a waiver by District of that or any other provision of this Agreement.

4.15 Conflict of Interest. No officer, employee, or agent of the Grantee or the District who exercises any functions or responsibilities in connection with the planning and carrying out of the RiverHealth Watershed Stewardship Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the parties shall take appropriate steps to assure compliance. The parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services.

4.16 Third Party Beneficiary. The Grantee and District intend that this Agreement does not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Grantee or District.

4.17 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

4.18 Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

GRANTEE:

Water Environment Services

North Clackamas Parks & Recreation District
Company

Gregory Geist, Director

150 Beaver Creek Rd.
Address

Date

Oregon City, OR 97045
City, State, Zip Code

Authorized Signature

Approved as to Form:

Title

County Counsel

Federal Tax ID Number

Date



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

August 8, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Assignment and Second Amendment to the Disposition Agreement
with Clackamas Crossing, LLC**

Purpose/Outcome	To assign and amend the existing Disposition Agreement with Clackamas Crossing, LLC
Dollar Amount and Fiscal Impact	No change
Funding Source	N/A.
Duration	Indefinitely
Previous Board Action/Review	First Amendment to the Disposition Agreement on January 31, 2019
Strategic Plan Alignment	Build public trust through good government
Counsel Review	Reviewed and Approved by County Counsel on July 29, 2019
Contact Person	Dave Queener, Development Agency Program Supervisor, 503-742-4322

The Agency has a Disposition Agreement with Clackamas Crossing, LLC associated with the purchase of Agency-owned property located at SE 135th Avenue and Highway 212. Clackamas Crossing, LLC has finalized a partnership agreement with an adjacent property owner, which will double the size of the development. Jointly, they have formed a new company, CCX North, LLC.

This Assignment and Second Amendment to the Disposition Agreement will assign the agreement to CCX North, LLC. In addition, the schedule of performance will be updated to reflect their current timeline for completion of the project.

RECOMMENDATION

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, execute this Assignment and Amendment to the Disposition Agreement with Clackamas Crossing, LLC.

Respectfully Submitted,

David Queener, Program Supervisor
Development Agency

**ASSIGNMENT OF AND SECOND AMENDMENT TO
DISPOSITION AGREEMENT**

THIS ASSIGNMENT OF AND SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (“*Assignment*”) is entered into as of August _____, 2019 (the “*Effective Date*”), by and between CLACKAMAS COUNTY DEVELOPMENT AGENCY, the Urban Renewal Agency of Clackamas County, a corporate body politic (“*Agency*”), CLACKAMAS CROSSING, LLC, an Oregon limited liability company (“*Developer/Assignor*”), and CCX NORTH, LLC, an Oregon limited liability company (“*Assignee*”).

RECITALS

A. On or about December 7, 2017, Agency and Developer/Assignor entered into a Disposition Agreement (the “*Agreement*”), attached hereto and incorporated herein, for the sale and purchase of certain property consisting of approximately 0.90 acres of land owned by the Agency located on the southeast corner of SE 135th Avenue and Highway 212 intersection.

B. On January 31, 2019, the Agency and Developer/Assignor entered into the First Amendment to Disposition Agreement, attached hereto and incorporated herein, to amend the terms of closing in the Agreement (“*Amendment #1*”).

C. Agency and Developer/Assignor desire to amend the Agreement in the manner provided for herein.

D. Developer/Assignor also desires to assign its interests as Developer under the Agreement to Assignee.

AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement and assign the Developer/Assignor’s interest as follows:

1. In accordance with Section 1.6 of the Agreement, Developer/Assignor hereby assigns its interest as Developer under the Agreement to, CCX North, LLC, an Oregon limited liability company, as Assignee. Agency, by its signature below, hereby consents to such assignment. Developer/Assignor acknowledges and agrees that its rights in the Earnest Money (as defined in the Agreement) are transferred with its rights in the Agreement pursuant to this Assignment.

2. Exhibit B to the Post-Closing Development Agreement, which itself is Exhibit C to the Agreement, is hereby revised to reflect the following dates:

Design Review	Complete by September 2019
Construction Documents	Complete by November 2019
Permitting	By January 2020
Begin Construction	By February, 2020

3. Developer/Assignor represents and warrants to Assignee that, as of the date of this Assignment, Developer/Assignor has no knowledge of any defaults by Agency or by Developer/Assignor under the Agreement as of the date hereof. Agency represents and warrants to Assignee that, as of the date of this Assignment, Agency has no knowledge of any defaults by Agency or by Developer/Assignor under the Agreement as of the date hereof.

4. From and after the date of this Assignment, the term “Developer” refers to CCX North, LLC, or any permitted assignee thereof, and the principal mailing address of the Developer for purposes of the Agreement is:

CCX North, LLC
123 N. Seventh Ave.
Portland, Oregon 97232

With a copy to:

Tim Crippen
Black Helterline LLP
805 SW Broadway, Suite 1900
Portland, Oregon 97205

5. All terms and conditions of the original Agreement, including Amendment #1, remain in full force and effect unless specifically modified above. By its signature below, on and after the Effective Date, Assignee hereby agrees to fully perform all obligations and duties of Developer under the Agreement.

6. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which will constitute a single agreement. Facsimile, scanned and e-mailed, or electronic signatures will be treated as original signatures.

7. If any clause or provision of this Assignment of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that there be added to this Assignment a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and which is legal, valid, and enforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date written above.

DEVELOPER/ASSIGNOR:

CLACKAMAS CROSSING, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

CCX NORTH, LLC,
an Oregon limited liability company

By: _____
Name: _____
Title: _____

AGENCY:

CLACKAMAS COUNTY DEVELOPMENT
AGENCY, a corporate body politic

By: _____
Name: _____
Title: _____



Gregory L. Geist
Director

August 8, 2019

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of WES Good Neighbor Intergovernmental Agreement with
Gladstone and Oregon City

Purpose/Outcomes	Approval of WES Good Neighbor Intergovernmental Agreement.
Dollar Amount and Fiscal Impact	The Agreement proposed distributing \$250,000 per year, with adjustments to reflect growth, to Gladstone and Oregon City.
Funding Source	FY19-20 WES Budget as approved. No general fund dollars.
Duration	The Agreement ends June 30, 2029, with options for extensions.
Previous Board Action/Review	Board joint policy session/discussion with the City Councils of Gladstone and Oregon City held on May 21, 2019.
Counsel Review	This IGA has been reviewed and approved by County Counsel on July 31, 2019.
Strategic Plan Alignment	The Agreement resolves a long-stated concern from our partner cities regarding the impact of hosting the Tri-City Resource Recovery Plant. Resolving this issue aligns with the County's Strategic Goals in that it helps 1) build a strong infrastructure and 2) build trust through good government.
Contact Person	Greg Geist, 503-742-4560
Contract No.	N/A

BACKGROUND:

WES' Tri-City Plant is located in Oregon City and directly across the river from Gladstone. Given the nature of the facility, there are aesthetic, odor, and other impacts to the surrounding community. In the spirit of collaboration, Oregon City and Gladstone are partnering with WES to advance environmental restoration, economic development, and community improvement opportunities in the area surrounding the Tri-City Plant. The purpose of this Agreement is to implement projects that support our economy, ecology, and the community.

WES' long term service agreement with the City of Milwaukie, entered into in 2011, was used as a model for discussions. This service agreement included several provisions relating to the impact of the Kellogg Resource Recovery Facility ("Kellogg Plant") on the host City of Milwaukie. One key way that issue was addressed was by the formation of a "Good Neighbor Committee" to provide public input on projects near the Kellogg Plant. These projects are funded through the "Good Neighbor Fund" managed by WES which is supported through annual contributions based on a calculation of \$1 per equivalent dwelling unit ("EDU") per month for each EDU within the City of Milwaukie. Milwaukie has approximately 11,000 EDUs at this time, so ~\$11,000 per month is set aside for projects as directed by the Kellogg Plant Good Neighbor Committee. These funds are used to support odor control, landscaping/screening, park

benches, and path paving and lighting projects in and around the Kellogg Plant. A portion of the fund is used annually to support debt service for improvements at Milwaukie Bay Park.

This framework was of interest to Gladstone and Oregon City representatives, but given that two cities instead of one were involved and the challenges that could arise by having a WES-facilitated committee, discussions instead looked at each city taking the lead in identifying projects within a defined geographic area.

The proposed Good Neighbor Intergovernmental Agreement (“Agreement”) developed jointly by the WES team and the City Administration teams from Gladstone and Oregon City, keeps the \$1 per EDU per month formula from the Milwaukie IGA.

The Good Neighbor IGA also identifies a geographic around the Tri-City Plant where improvements will take place. The zone runs from the plant in a rough loop from the 82nd Street Bridge to Clackamette Park and along the lower portion of Meldrum Bar Park and Gladstone’s waterfront along the Clackamas. A map of the area is an exhibit to the Good Neighbor IGA. The proposed funding, while similar in amount calculation to the Milwaukie agreement, does not rely on a WES-facilitated committee. Rather, it grants the funds directly to the two cities for management and working directly with their own citizens and city council in identifying and moving forward with projects. Projects eligible for funding must have at least one of the following purposes:

- Recreational improvements such as pathways, parks and trails
- Enhancement of fish and wild habitat and riparian areas
- Public education related to wastewater treatment and surface water management

The annual funds are split based on the relative EDU ratio of the cities. If adopted, the starting ratio would be ~80% to Oregon City and ~20% to Gladstone for the starting annual funding rate of \$250,000. This amount and ratio would adjust as more EDUs are added to either city. City Administrator Betz of Gladstone and City Manager Konkol of Oregon City have worked with their staff to develop initial proposals for projects that could be funded through this proposed Agreement. It will remain the purview of each city council to decide the type, size and nature of those projects, so long as they fit within the purpose and geographic area proscribed in the proposed Agreement. Projects would be publicly recognized as funded, in part or in whole, through WES and this Agreement.

WES staff believe that recognizing the impact of the location of its facilities is a reasonable concern for our host communities and believes that the proposed Agreement is an appropriate response to those concerns. This matter was discussed by the Board at a joint policy session/discussion with the City Councils of Gladstone and Oregon City held on May 21, 2019, at which direction was given to proceed with public consideration. This Agreement was considered and approved by the City Council of Gladstone on July 9th, 2019, and the City Council of Oregon City on July 17th, 2019.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the WES Good Neighbor Intergovernmental Agreement with Gladstone and Oregon City.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Geist", with a long horizontal flourish extending to the right.

Greg Geist
Director, Water Environment Services
Attachments: Proposed Agreement w/ Exhibits

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES,
THE CITY OF OREGON CITY, AND
THE CITY OF GLADSTONE
RELATED TO THE TRI-CITY GOOD NEIGHBOR PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into and between **Water Environment Services** ("WES"), an intergovernmental entity formed pursuant to ORS Chapter 190, the **City of Oregon City** ("Oregon City"), an Oregon municipality, and the **City of Gladstone** ("Gladstone"), an Oregon municipality, collectively referred to as the "Parties" and each as "Party." Oregon City and Gladstone will be collectively referred to as the "Cities."

RECITALS

This Agreement is made pursuant to Oregon Revised Statutes Chapter 190.010, which confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Since 1986, WES has been the wastewater treatment services provider for the cities of Oregon City and Gladstone, and the Tri-City Resource Recovery Facility ("TCRRF") is located in Oregon City and directly across the river from Gladstone. WES desires for the TCRRF to be a positive impact on multiple aspects of the host communities beyond just resource recovery. In the spirit of governmental collaboration, Oregon City and Gladstone are partnering with WES to advance environmental restoration, economic development and community improvement opportunities in the TCRRF neighborhood area as defined on Exhibit A attached hereto (the "Good Neighbor Area"). The outcome of this partnership is to build greater community together through strategically agreed upon projects that support our economy, ecology, and the community with funding provided by WES ("Good Neighbor Program").

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon June 30, 2029. The Parties shall review this Agreement every five (5) years, with any changes incorporated in a signed writing executed by all Parties.
2. **Good Neighbor Fund.**
 - A. WES agrees to establish a fund ("Good Neighbor Fund") and, for the duration of this Agreement, deposit at least **Two Hundred and Fifty Thousand Dollars** (\$250,000) into the Good Neighbor Fund each fiscal year on July 1, beginning on July 1, 2019. The Good Neighbor Fund shall be available for use by the Cities to advance environmental restoration, economic development and community improvement opportunities in the Good Neighbor Area.
 - B. The funds will be distributed to the Cities shortly thereafter, with the distribution split based on the number of EDU's from each participating city. The initial split being 80% of funds to Oregon City and 20% to Gladstone. This percentage will be updated annually based on the EDU's from each city.

- C. Projects eligible to receive Good Neighbor Fund monies must have at least one of the following purposes (“Fund Approved Purpose”):
- i. Connect communities of Oregon City and Gladstone through improved recreational opportunities, such as pathways, parks and trails.
 - ii. Enhance fish and wildlife habitat and riparian areas.
 - iii. Create opportunities for collaboration and leveraging resources between the two cities and/or WES relating to another approved purpose hereunder.
 - iv. Enhance public knowledge on wastewater treatment and surface water management and what they can do to protect water quality through education and special projects.
- D. It is the intention of the parties that the amount of the WES contribution to the Good Neighbor Fund shall adjust annually to reflect the growth in the number of connections in the communities who host the TCRRF. For the 2020-2021 Fiscal Year and thereafter, the amount contributed into the Good Neighbor Fund for distribution shall be equal to the greater of (i) \$1 per EDU per month for connections served by WES in both Gladstone and Oregon City, or (ii) \$250,000.

3. Obligations of the Cities.

- A. Coordination amongst the Cities. The Cities agree to each manage their own funds and project list in accordance with the terms of this Agreement.
- B. Project Development; Public Involvement. The Cities agree to establish a process for developing and prioritizing projects and/or efforts to be undertaken with the Good Neighbor Fund. The Cities will ensure there is an opportunity for citizen involvement or feedback throughout the project development and/or prioritization process.
- C. Establishment of Separate Program Account; Unused Funds. The Cities agree to each create a separate program account for deposit of Good Neighbor Fund monies and will ensure that projects align with terms outlined in this Agreement. The Cities agree not to use Good Neighbor Fund monies for general government purposes. The Cities will carry forward any funds not expended during a budget year to the following year; however, any Good Neighbor Fund monies not spent within three years of their transfer to the Cities will be returned to WES, unless agreed to in advance for longer-term projects.
- D. Annual Report. By April 1 of each year, the Cities will provide a written report to WES summarizing the work performed under the Good Neighbor Program for the year, including the revenues and expenditures of the Good Neighbor Fund monies and the balance carried forward, if any.
- E. Promotion of Program. The Cities agree to publish information about the program, including the goals, projects, annual reports and relevant contact information on each of their websites, and to include WES signage on projects supported by the Good Neighbor Fund. The Cities agree to coordinate with WES on the development of a shared branding icon and appropriate signage for each project.
- F. Records. The Cities agree to maintain complete and accurate records related to the administration of the Good Neighbor Program consistent with the requirements of Oregon Public Records Law and all funds expended and carried forward, and will make these records available to WES for inspection, auditing and copying in compliance with Section 9(D) below.

4. Representations and Warranties.

- A. Cities' Representations and Warranties. Each of the Cities represents and warrants to WES that the Cities have the power and authority to enter into and perform under this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of the Cities enforceable in accordance with its terms.
- B. WES Representations and Warranties. WES represents and warrants to the Cities has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of WES enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Termination.

- A. Any party may terminate their participation in this Agreement at any time upon thirty (30) days' notice to the other parties.
- B. WES, Oregon City, or Gladstone may terminate this Agreement in the event of a breach of the Agreement by another Party. 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. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. WES, Oregon City, or Gladstone 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 is of the same nature as that waived.
- D. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

6. Indemnification. The Cities each agree to indemnify, hold harmless and defend WES and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Cities or the Cities' employees, subcontractors, or agents. However, neither the Cities nor any attorney engaged by the Cities shall defend the claim in the name of WES or County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for WES or County, nor shall the Cities settle any claim on behalf of WES or County without the approval of the Clackamas County Counsel's Office. WES or County may, at its election and expense, assume its own defense and settlement.

7. Insurance. The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Gregory Geist, Director, or his designee will act as liaison for the WES.

Contact Information:

150 Beaver Creek Road, 4th Floor
Oregon City, OR 97045

Copy to:

County Counsel
2051 Kaen Rd
Oregon City, OR 97045
Attn: Amanda Keller

Tony Konkol, City Manager, or his designee will act as liaison for Oregon City.

Contact Information:

Jacque Betz, or her designee will act as liaison for Gladstone.

Contact Information:

City of Gladstone
525 Portland Avenue
Gladstone, OR 97027
betz@ci.gladstone.or.us

9. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of WES without giving effect to the conflict of law provisions thereof. Any claim between WES and the Cities that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the WES of any form of defense or immunity, whether sovereign

immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Cities, by execution of this Agreement, hereby consent to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by a Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by another Party.
- D. **Access to Records.** The Cities shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Cities shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, the Cities shall permit WES’ authorized representatives access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by the Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of any Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of another Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Oregon City, Gladstone and WES are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** The Cities shall not assign or transfer any of their interests in this Agreement by operation of law or otherwise, without obtaining prior written approval from WES, which shall be granted or denied in WES' sole and absolute discretion. WES' consent to any subcontract shall not relieve the Cities of any of their duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither the Cities nor WES shall be held responsible for delay or default caused by events outside of the Cities' or WES' reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the Cities shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** The Cities acknowledge that they and their employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by the Cities or their employees or agents in the performance of this Agreement shall be deemed confidential information of WES ("Confidential Information"). The Cities agree to hold Confidential Information in strict confidence, using at least the same degree of care that the Cities use in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signature Page Follows]

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Water Environment Services

City of Oregon City

Chair, Board of County Commissioners

Anthony J. Konkol III
Anthony J. Konkol III, City Manager

Date

July 17, 2019
Date

Approved as to Form:

City of Gladstone

Amanda Kelly 7/13/19
County Counsel Date

Jacque M. Betz, City Administrator

Date

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Water Environment Services

City of Oregon City

Chair, Board of County Commissioners

Date

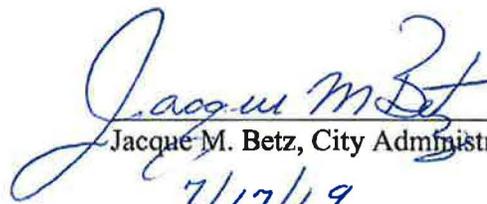
Date

Approved as to Form:

City of Gladstone

County Counsel

Date



Jacquie M. Betz, City Administrator
7/17/19

Date