



Memorandum Date: September 10, 2007
Order Date: September 25, 2007

TO: Board of County Commissioners

DEPARTMENT: Health and Human Services

PRESENTED BY: Steve Manela, Rob Rockstroh, Nancy Golden and Chris Pryor

AGENDA ITEM TITLE: DISCUSSION -- CONSIDERATION OF THE RESTRUCTURING OF THE ORS 190 INTERGOVERNMENTAL ENTITY RESPONSIBLE FOR THE DELIVERY OF HUMAN SERVICES IN LANE COUNTY AND THE CONSOLIDATION OF HUMAN SERVICES COMMITTEES/BOARDS UNDER THIS NEW ENTITY

I. PROPOSED MOTION

Discussion – Consideration of the Restructuring of the ORS 190 Intergovernmental Entity Responsible for the Delivery of Human Services in Lane County and the Consolidation of Human Services Committees/Boards under this New Entity.

II. AGENDA ITEM SUMMARY

The current Human Services Commission (HSC) is an intergovernmental collaborative body, not established via ordinance as a separate intergovernmental entity as permitted under ORS190. The HSC's mission is to empower community members to address basic needs to live with dignity, self-reliance, and optimum health. Its mission is for both anti-poverty human services and healthcare.

The HSC is funded and re-authorized among the three jurisdictions (Eugene/Springfield/Lane County), on an annual basis (most recently via BO 07-7-25-4). A proposal will be made to restructure this agency as an ORS 190 intergovernmental entity, to permit for more flexible adaptation to:

- address the changing health and human service needs of the community, including additional access to services for low-income underserved, and uninsured or those at high risk and face barriers because of poverty, disability, culture, language or isolation.
- respond in the face of County budget reductions, to leverage more local private/public dollars, by providing for broader board representation and greater stakeholder "buy-in."
- improve operational efficiency by simplifying and streamlining business processing rather than processing similar business through three boards prior to making a decision.
- impact effectiveness of efforts by refocusing staff time spent on staffing the boards to enhance business planning and resource development activities.

The HSC directs the work of two mandated committees, the Community Action Advisory Committee and the Community Health Centers Advisory Council. The recommendation will be made to combine these committees under the proposed ORS 190 intergovernmental entity. This new entity would be called the Community Care Partners

of Lane County (CCPLC) and the combined mandate committees would be the Governing Board of the CCPLC.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The seven-member Human Services Commission (HSC) is a nonmandated, multi-jurisdictional committee (LM 3.568), established via BO 00-8-16-1 and charged with assisting the three jurisdictions (the Cities of Eugene/Springfield and Lane County) with the development of the human services plan and budget.

Under the Human Services Commission (HSC) there are currently two fifteen-member mandated committees:

- the Community Health Centers Advisory Council (LM 3.534, mandated by Section 330 of the Public Health Service Act, approved via BO 03-11-25-8)
- the Community Action Advisory Committee (LM 3.530, mandated by ORS 184.802, approved via 00-8-16-1).

In June 2006 the Human Services Commission approved hiring a consultant with funding from the Northwest Health Foundation to make recommendations on organizational development. Recommendations were presented in November 2006. In July 2007 a "Think Tank" meeting of Community Leaders was held to develop ideas for future options for the organization. In July 2007 staff met with federal and state officials representing funding agencies to review the business plan for increased integrated primary and mental health care. All three advisory boards were involved throughout the process in providing input and making recommendations. Staff and consultants researched similar ORS 190 entities. The models researched included the Community Services Consortium of Linn, Benton and Lincoln Counties; the Tri-County Safety Net Authority of Multnomah, Washington and Clackamas Counties; The Mid-Willamette Valley Behavioral Health Care Network of Marion, Polk, Linn and Lincoln Counties; NorthPoint Health and Wellness of Minneapolis and Hennepin County Minnesota, City-County Partnership Health Center of Missoula, Montana, and Virginia Garcia in Washington County. These models have been effective at merging private and public interests into a collaborative management structure. The discussion presented today will lay forth the results of these consultations among community leaders, staff representing Eugene and Springfield and H&HS/HSC staff.

B. Policy Issues

- Sustainability of health care and social services for under- and uninsured Lane County residents.
- Streamlined organizational, governance and financial structure for intergovernmental health and human services.
- Maximizing effectiveness of service outcomes through implementation of best practice integration of primary care, mental health and social services.

C. Board Goals

This proposal meets the County's 2001-2005 Strategic Plan goals by improving:

- the involvement of local health care/human services stakeholders in the provision of services
- the provision of basic social support (health care, disease prevention, poverty reduction, independent living)
- the ability of the human services coalition, restructured as the CCPLC, to leverage County dollars with local public/private partners

D. Financial and/or Resource Considerations

Through the flexibility of the new structure the new board will be able to explore methods to improve efficiency and thereby be in a better position to attract more private sector, in-kind and foundation resources that are hesitant to fund services that are perceived as being entirely a function of County government. Additional opportunities for affiliation agreements with non-profit health care providers may increase income.

The consolidation of the committees will reduce the amount of staff time dedicated to managing potentially duplicative committee business and increase time spent on business planning and resource develop that would result in increased revenue.

E. Analysis

The HSC is proposing consolidating its one inter-jurisdictional board and the two existing advisory committees into the Community Care Partners Board (CCPB), one consolidated governing board meeting all federal and state requirements. A single Board would unify the overall mission of the community care partners and integrate authority into one governing body. The new single board would become an intergovernmental entity under ORS 190. An intergovernmental agreement would be written for the new board giving it authority for its governance to include planning, policy and budget. This structure provides the potential flexibility for the ORS 190 entity to enter into agreements and contract for services and to, potentially, employ its own personnel as necessary or appropriate in the future to ensure the continuity and/or financial sustainability of services; while providing that no power not now actively utilized by the CCPB's predecessor, the HSC, would be inaugurated without prior 90 day consultation with the authorizing jurisdictions (Eugene, Springfield and Lane County). If the CCPB is not chartered this way it would take a minimum of a six-month to change the charter in the future to be able to react with flexibility to potential financial threats or opportunities that could be advanced through the use of this provision.

The CCPB would continue to be assisted by the Human Services Coalition of Lane County a 501(c)(3) non-profit that was formed as a private foundation in 1998 to engage in resource development in support of the financing and delivery of human services in Lane County. This foundation has only supported collaborative community activities and coordinates funding requests with other non-profits.

Governing Structure

While Lane County and the Cities of Eugene and Springfield would be the sponsors of the new intergovernmental entity, this consortium organization would be run jointly by a broader group of public and private funding partners and community

stakeholders. This design would help ensure long-term shared leadership, financial and organizational ownership and collaboration.

This board would be composed of 1/3 public officials or designees, 1/3 low-income representatives and 1/3 community members. Low-income and community members would be representative of Lane County communities and populations served. Fifty-one percent board members would participate in a sponsored service at least once a year.

Membership on the restructured board of directors would be limited to 15 representatives:

- **Elected Public Officials:** Five seats shall be filled by elected public official representatives from the cities of Eugene, Springfield and Lane County. Representation shall be as follows: two representatives from the City of Eugene City Council; one metropolitan and one rural Lane County Board of Commissioner and one representative from Springfield. Elected officials will be appointed according to their governing boards' procedure for appointment.
- **Community Members:** Five seats shall be filled by community members. Representation shall include representatives from hospitals, health care, public schools and may include representatives of other community groups and organizations as well as community members at-large.
- **Low-Income Representatives:** Five seats shall be filled by low-income representatives. Low-income representatives shall be representative of the populations served and the communities where service facilities are located. Low-income representation may be from care takers, parents, guardians, clergy and advocates on behalf of service consumer they represent. Representatives will be nominated in accordance with democratic selection process.
- **Executive Board:** An executive board of five members shall include: three public officials (one from each jurisdiction), one community representative and one low-income consumer representative. The executive board will have authority to act on decisions in between monthly scheduled board meetings.
- **Other Standing Subcommittees:** Board committees shall include Finance & Audit, Governance, Evaluation and Planning.

Governance Responsibilities

- With this arrangement, the County would remain the recipient of the federal grants and the new single board would be designated the co-applicant governing board for the Federally Qualified Health Center and the Federal Community Action Agency. Administrative services would continue to be provided under contract by Lane County as the grantee for the federal funds under a co-applicant agreement with the new ORS 190 intergovernmental entity.
- The CCPB is to act as a governing body, and as such it will direct the general policy for the federally qualified health center and the community action agency in areas not

specifically reserved for the BCC or the city councils, under the respective federal statutes. In its capacity as the co-applicant governing board for the Section 330 Public Health Service act funding, there are five primary areas where the specific authority of the CCPB is established by statute: 1) adoption of policies identifying the services to be delivered and fees to be charged by the entity; 2) identification of service delivery locations and hours during which services are provided; 3) review and approval of grant submissions; 4) development and implementation of customer grievance procedures. 5) involvement in the approval of the hiring of the executive director.

- The BCC will have the final responsibility for appointing the non-public official board members and ratifying the appointment of the public officials. The CCPB will nominate qualified individuals to fill each vacancy.
- The BCC will retain authority over County finance and personnel including the establishment of the budget and personnel policies and procedures.

F. Alternatives/Options

- 1) Maintain the existing annual intergovernmental agreement to address human services needs in Lane County and the current advisory committee structure.
- 2) Maintain the existing annual intergovernmental agreement to address human services needs in Lane County, but consolidate the two advisory committees (the Community Health Centers Advisory Council and the Community Action Advisory Committee) into one 15-person Board.
- 3) Create an ORS 190 intergovernmental entity, the CCPLC, and consolidate the Community Health Centers Advisory Council and the Community Action Advisory Committee as the governing Board of the CCPLC.

IV. TIMING AND IMPLEMENTATION

Based on Board direction, a new ORS 190 intergovernmental entity could be established in late 2007, becoming fully functional in early 2008.

V. RECOMMENDATION

H&HS/HSC staff recommend option 3, above. Create a streamlined Community Care public-private partnership by merging the three existing HSC related advisory boards into one board under a 190 intergovernmental entity that will provide for greater financial sustainability and community stakeholder participation.

VI. FOLLOW-UP

Based on Board Direction, H&HS staff will work with city partners to develop establishing ordinances with the Cities of Eugene/Springfield and work with County Counsel to finalize the required ORS 190 intergovernmental agreement and the CCPLC By-Laws.

VII. ATTACHMENTS

Federal Board Requirements
Draft ORS 190 Intergovernmental Agreement

Attachment Federal Board Requirements

Below are the requirements for the composition of the Community Health Council and Community Action Agency Board of Directors.

Community Action Board Composition Requirements

Community Action Agencies must be administered through a tri-partite board of 9 to 25 board members. The Board must fully participate in the development, planning, implementation and evaluation of the programs. Board composition consists of three distinctive parts: Public Officials comprise 1/3 of the members and are elected public officials holding office on the date of selection or their representatives. If the number of elected public officials available to serve is less than 1/3, appointed public officials or their representatives may be counted as meeting the requirement. Low-income individuals and families must not be less than 1/3 of the membership. They must be chosen by a democratic selection process and must be representative of the individuals and families served. The last 1/3 of the members must be community members which may include officials of: business, industry, labor, religious organization, law enforcement, education or other major groups and interests in the area served. Community Action Agencies were created under the Economic Opportunity Act of 1964. The requirement in the Community Services Block Grant Act (CSBG) Public Law 105-285, Section 676B, USC Title 42 CH106 Section 9910.

FQHC Board Composition Requirements

Community Health Centers must have a governing body which: is composed of individuals, a majority of whom are being served by the center and who, as a group, represent the individuals being served by the center; meets at least once a month; schedules the services to be provided by the center; schedules the hours during which services will be provided; approves the center's grant application and annual budget; approves the selection of the director for the center; and except in the case of public entities, establishes general policy for the center. Federally Qualified Health Centers (FQHCs) need 9- 25 board members representative of the populations served by the health center. No more than half of the non-user board members may earn more than 10% of their annual income from the health care industry. The remaining members should be representative of the community served by the health center. No board member may be an employee of the center or the spouse, child, parent, brother, or sister of a health center employee. Governance requirements for health centers are addressed in law, regulation and policies. Regulations are set forth in 42 CFR Part 51c and 42 CFR Part 56 apply to community health centers and migrant health centers respectively.

ATTACHMENT

DRAFT INTERGOVERNMENTAL AGREEMENT

Among

**LANE COUNTY, OREGON
CITY OF EUGENE, OREGON
CITY OF SPRINGFIELD, OREGON**

**ESTABLISHING THE
COMMUNITY CARE PARTNERS OF LANE COUNTY,
AN INTERGOVERNMENTAL ENTITY PURSUANT TO ORS 190.010(5)**

This Agreement is entered into pursuant to ORS 190.003 to 190.120, the laws and constitution of the State of Oregon and the laws, codes and charters of the three constituting Parties.

This Agreement is entered into by Lane County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY"; the City of Eugene, a municipal corporation of the State of Oregon, hereinafter referred to as "EUGENE"; and the City of Springfield, a municipal corporation of the State of Oregon, hereinafter referred to as "SPRINGFIELD". Collectively, COUNTY, EUGENE and SPRINGFIELD are hereinafter referred to as "THE PARTIES".

SECTION 1. Intent to Establish

1.1 Authority

The Community Care Partners of Lane County (CCPLC) is established by the authority granted COUNTY, EUGENE and SPRINGFIELD under ORS 190.010(5).

1.2 Supersedes Previous Agreements

This Agreement supersedes all previous agreements which provided for the establishment of an intergovernmental entity among COUNTY, EUGENE and SPRINGFIELD to mutually address the funding and delivery of human services in Lane County.

1.3 Enactment

This Agreement shall be considered to be in effect, in accordance with the provisions of ORS 190.085, upon completion of the enactment of ratifying ordinances by the COUNTY, EUGENE AND SPRINGFIELD.

SECTION 2 Purpose

The purpose of the Community Care Partners of Lane County (CCPLC), an intergovernmental entity, is to support the Cities of Eugene, Springfield and Lane County and community efforts to ameliorate the health and wellbeing of Lane County residents. The goal of the organization is to address critical health and human needs of the people of Lane County through collaborative intergovernmental governance; to build collaborative relationships among public and private community organizations providing leadership in the advocacy, planning, management and the operation of high quality, efficient, and continuous health, social and behavioral health services; to deliver and contract for services in the context of residents' families, cultures and communities with respect, compassion and accountability and to direct resources toward creative strategies and programs which prevent problems, improve well-being, and increase access to services for individuals and families.

SECTION 3. Governance

3.1 Board Composition

The CCPLC shall be governed by a Governing Board of not less than 15 members and no more than the maximum number permitted under CFR 42, Parts 51c and 56, as they may be amended.. The Governing Board shall be composed of one-third public officials or designees, one-third low-income residents, and one-third community members. Membership shall be representative of Lane County communities and populations served. Fifty-one percent of the Governing Board members shall participate in a sponsored service at least once a year.

The composition of this Governing Board will ensure compliance with the requirements of USC Title 42, CH106, Section 9910 and ORS 458.505 for the community action agency governing board and will meet the requirements of a community health center governing board, in compliance with CFR 42, Parts 51c and 56.

3.11 Elected Public Officials

Five seats shall be filled by elected public official representatives from the cities of Eugene, Springfield and Lane County. Representation shall be as follows: two representatives from the City of Eugene City Council; one metropolitan and one rural Lane County Commissioner and one representative from the City of Springfield Council.

3.12 Community Members

Five seats shall represent community members. Representation would include representatives from hospitals, health care, public schools and may include representatives of other community groups and organizations as well as community members at-large.

3.13 Low-Income Representatives

Five seats shall represent low-income individuals. Low-income members would be representative of the populations served and the communities where service facilities are located. Low-income representation may be from care takers, parents, guardians, clergy and advocates on behalf of service consumers they represent. Representatives will be nominated in accordance with a democratic selection process.

3.2 Selection

Each party to this agreement shall appoint an elected public official member. Elected officials will be appointed according to their governing boards' procedure for appointment. All other members shall be selected by the CCPLC Governing Board with the concurrence of the County Board of Commissioners.

3.3 Meetings

The Governing Board shall meet monthly. The Executive Committee (see Item 3.6, below), shall be empowered to take temporary action in-between Governing Board meetings, with the requirement that the Executive Committee actions be ratified at the next Governing Board meeting.

3.4 Board Federal Designations

3.41 Federally Qualified Health Center Co-Applicant Board

The CCPLC Governing Board will be designated as the co-applicant health center board for the Federally Qualified Health Center, with Lane County, Oregon, acting as the PL 104-299, Section 330 applicant.

3.42 Community Action Agency Administrative Board

The CCPLC Governing Board will be designated as the local authority to comply with the requirements for the acceptance of Community Services Block Grants under PL 105-285, Section 676B, as specified in USC Title 42 CH106, Section 9910.

3.5 Powers and Duties

The CCPLC is vested with those powers, rights and duties vested by law in THE PARTIES that are necessary to accomplish the purposes outlined in this Agreement, subject to the limitations of ORS 190.080, and to ensure full compliance of the composition of its Governing Board with the Federal regulations cited in Items 3.41 and 3.42.

3.51 Officers

The CCPLC Governing Board shall select a chair and a vice chair at its January meeting. The chair and vice-chair shall serve as chair and vice-chair of the Executive Committee.

3.52 Governing Board Voting

Each Governing Board member shall have one vote.

3.6 Executive Committee.

3.61 Membership

An Executive Committee of five members shall include: three public officials, one community representative and one low-income consumer representative. The CCPLC Board Chair and Vice-Chair shall serve as members of the Executive Committee.

3.62 Meetings

The Executive Committee shall hold one regular monthly meeting and also shall be convened whenever the CCPLC Board fails to achieve a quorum. The time and place of the regular meeting shall be set by the CCPLC Board at its first meeting in January. Executive Committee members shall be sent an agenda for a regular Executive Committee meeting at least one week prior to the date of the meeting.

3.62 Powers and Duties

The Executive Committee shall have authority to make decisions, and the CCPLC Board may ratify those decisions through approval of the consent calendar. The consent calendar shall be provided to the Governing Board with each regular meeting agenda.

3.63 Executive Committee Voting

All action taken by the Executive Committee shall be done by a majority vote, providing that a quorum of two members is present.

3.7 Other Committees.

The CCPLC Board may establish additional committees, subcommittees or task forces as necessary to accomplish its purpose or as required pursuant to federal or state directives.

3.8 Governing Board Chair.

The CCPLC Board Chair shall preside at all CCPLC Board and Executive Committee meetings. The Chair shall serve as the liaison between the Executive Director and the CCPLC Board. The Chair shall execute all CCPLC grants, contracts, and similar documents as approved by the Governing Board or the Executive Committee. The CCPLC Board Vice-Chair shall discharge the duties of the CCPLC Board Chair in the case of absence or incapacity of the Chair.

3.9 Employee Transfers with other Public Entities.

Employee transfers between the CCPLC and other public entities shall be conducted in accordance with the provisions of ORS 236.610 through 640, inclusive.

SECTION 4. Funding and Revenue

4.1 Annual Funding

The CCPLC shall annually receive funding from THE PARTIES. Funding shall be provided by means of a separate annual intergovernmental funding agreement, not requiring adoption via ordinance. This annual agreement will additionally provide for the disbursement of funding provided by THE PARTIES.

4.2 Work Plan

Any and all revenue accruing to the CCPLC shall be used to fund the annual work plan, which plan shall be annually approved by the CCPLC Governing Board.

4.3 Other Revenue

Funding for the CCPLC is not limited to the annual commitment of resources from THE PARTIES, but may include grants, in-kind donations of resources, funding provided by community partners and any other legitimate sources approved by the Governing Board.

SECTION 5. Duration and Termination

5.1 Duration

The CCPLC shall be established in perpetuity, in accordance with the provision of ORS 190.020(e), however, the CCPLC may be dissolved by mutual agreement of THE PARTIES, in accordance with the provision of ORS 190.080(6).

5.2 Termination

In the case of a unanimous vote of THE PARTIES to dissolve the CCPLC, the intergovernmental entity will be terminated ninety days after the date of the vote.

COUNTY, EUGENE or SPRINGFIELD may withdraw from this Agreement and, thereby, from the CCPLC, upon provision of 180-days' advance written notice. Withdrawal by one member will not cause dissolution of the CCPLC. Withdrawal by two members will cause dissolution of the CCPLC.

In the case of the withdrawal of one member, either COUNTY, EUGENE or SPRINGFIELD, the withdrawing entity will be responsible to the remaining parties for one-third of the net liabilities of the CCPLC on the effective date of withdrawal, but shall not be responsible for liabilities incurred or accruing after the effective date of withdrawal.

5.3 Dissolution

Upon dissolution, assets of the CCPLC shall be distributed equally among the remaining PARTIES, unless COUNTY, EUGENE or SPRINGFIELD assign these assets to a successor public entity.

Upon dissolution, liabilities shall be assumed equally by the remaining PARTIES, unless COUNTY, EUGENE or SPRINGFIELD assign these liabilities to a successor public entity.

SECTION 6. Liabilities and Assets

The debts, liabilities and obligations and assets of the CCPLC, shall not be the debts, liabilities, obligations or assets of THE PARTIES; except in the case of dissolution.

SECTION 7. Indemnification

To the extent allowed by the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, the CCPLC, COUNTY, EUGENE and SPRINGFIELD agree to defend, indemnify and save the others harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents or employees in the performance of this agreement.

SECTION 8. Debt Limitation

COUNTY'S debt limitation under this Agreement is governed by Article XI, Section 10 of the Oregon Constitution. THE PARTIES' amount of liability is subject to the limitations set forth in ORS 30.270.

SECTION 9. Special Requirements

9.1 Incorporation

The CCPLC shall file copies of the ratifying ordinances establishing the intergovernmental entity and all other documentation required to establish the status of the CCPLC with the Oregon Secretary of State, in accordance with the provisions of ORS 190.085(2).

9.2 Federal Housing and Community Development

CCPLC shall utilize federal Community Development Block Grant Funds in accordance with the federal regulations.

Eugene and Springfield designate the CCPLC as the subrecipient responsible for administration of their federal Community Development Block Grant -- Human Services -- public service program; and as the designated applicant for federal homeless housing assistance under the federal Stewart B. McKinney Homeless Housing Act of 1987, and subsequent federal reorganizations (PL 105-285, Section 676B, as specified in USC Title 42 CH106, Section 9910). The subrecipient and/or designated applicant will administer all tasks in connection with aforesaid program in compliance with applicable regulations governing use of these funds, and in a manner satisfactory to Eugene and Springfield.

SECTION 10. Dispute Resolution

The CCPLC and the PARTIES shall use their best good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises, each entity will attempt to resolve the dispute pursuant to this section and will continue without delay to carry out all their respective responsibilities under this Agreement. If a resolution is not reached within sixty days, a professional mediator will be retained in an attempt to reach a mediated resolution of the conflict. The cost of any such mediation shall be borne equally by the parties to the dispute. Such mediation shall commence within thirty days of a written request by either the CCPLC, COUNTY, EUGENE or SPRINGFIELD. If such mediation is not commenced within thirty days of a request for same or if the mediation is unsuccessful within thirty days of commencement of same, then any party to this Agreement may pursue its available legal and equitable remedies.

SECTION 11. General Terms

1.1 Severability

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

11.2 Interpretation

The terms and provisions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement. Nothing in this Agreement shall be construed to limit the right of any parties to pursue an independent course of action for the same purposes.

11.3 No Third-Party Beneficiaries

The CCPLC, COUNTY, EUGENE and SPRINGFIELD are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any right or benefit, whether directly, indirectly or otherwise to other persons (so-called "third parties").

11.4 Amendments

The terms of this Agreement shall not be amended without the written authorization of the City Councils of Eugene and Springfield and the Board of County Commissioners of Lane County.

11.5 Notice

Each party shall give the others immediate, written notice of any action or suit filed or any claim made against that party, which may result in litigation in any way, related to this Agreement.

11.6 Compliance with Laws

Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services and activities provided under this Agreement.

11.7 Integration

This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement.

11.8 Access to Records

COUNTY, EUGENE and SPRINGFIELD shall each have access to the books, documents, papers, of the CCPLC.

11.9 Counterparts

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

11.10 Sub-Agreements

Any party to this Agreement may enter into addendum agreements for additional services with the CCPLC. All provisions of this Agreement apply to sub-agreements. County and either of the cities may enter into sub-agreements for additional services with the CCPLC without a signature from the non-contributing party/parties.

11.11 Insurance

The CCPLC shall be a separately insured public entity for all purposes, excluding worker's compensation for "contracted" employees and medical malpractice for all employees, the latter being provided via the Federal Torts Claims Act. The CCPLC shall purchase and maintain public body, general liability insurance coverage of one million dollars. Each of THE PARTIES shall be named as an additional insured on the CCPLC's general liability insurance policy and shall be guaranteed sixty days' written notice of cancellation or significant policy terms. The initial premium payment for such insurance shall be shared equally by THE PARTIES and paid in subsequent years by the CCPLC. Additionally, each of THE PARTIES agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

11.12 In accordance with ORS 244, no Governing Board, to include the Executive Committee thereof, shall participate in a decision in which he/she has a pecuniary interest. Affected members shall disqualify themselves, in writing, as mandated by ORS 244.210.

11.13 Notice Addresses

All written notices under this Agreement shall be sent to the following address:

CCPLC

LANE COUNTY

CITY OF EUGENE

CITY OF SPRINGFIELD