



Karen Brisbin
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

March 14, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the
Clackamas County Justice of the Peace District

Purpose/ Outcome	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
Dollar Amount and Fiscal Impact	Pro Tempore judges are paid at an hourly rate of \$47.22, plus .54 cents per mile for travel to and from the court building.
Funding Source	Justice Court Budget
Safety Impact	None
Previous Board Action/ Review	Annual appointment per ORS 51.260
Contact Person	Laura Anderson, Administrative Services Supervisor 503-794-3816

BACKGROUND: When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/ arraignment or contest hearing/ trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION: Staff recommends approval of this Resolution appointing two Clackamas County attorney to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karen Brisbin".

Karen Brisbin
Justice of the Peace

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

A RESOLUTION APPOINTING A
JUSTICE OF THE PEACE PRO
TEMPORE FOR THE CLACKAMAS
COUNTY JUSTICE OF THE PEACE
DISTRICT

Order No. _____

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint justices of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley are eligible to serve as justice of the peace pro tempore being citizens of the United States, residents of Oregon for at least three years, and have maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley, to serve as justices of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley to serve as justices of the peace pro tempore for the Clackamas County Justice of the Peace District. Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley shall be for a term not to exceed one year from the date this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

ADOPTED this ____ day of _____, 2019

By the BOARD OF COUNTY COMMISIONERS

Chair

Recording Secretary

UNDERTAKING FOR
JUSTICE OF THE PEACE PRO TEM

Whereas Roxanne R. Scott has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 26th day of February 2019, we, Matthew Duckworth and Paul Neese, hereby undertake that if Roxanne R. Scott shall not faithfully pay over according to law all moneys that shall come into her hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this 26th day of February, 2019.

Matthew Duckworth
Surety #1

Paul Neese
Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

Jim Bernard, Chair

UNDERTAKING FOR
JUSTICE OF THE PEACE PRO TEM

Whereas Daniel Patrick Woram has been duly appointed justice of the peace pro tem in
and for the Clackamas County Justice of the Peace District on the 5 day of
March 2019, we, Wm. Bruce Shepley and
JULIE BRECK, hereby undertake that if Daniel Patrick Woram shall not
faithfully pay over according to law all moneys that shall come into his hands by virtue of
such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this 5¹² day of March, 2019.

X 
Surety #1


Surety #2

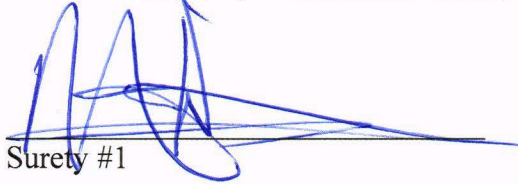
Approved on behalf of the Clackamas County Board of Commissioners by:

Jim Bernard, Chair

UNDERTAKING FOR
JUSTICE OF THE PEACE PRO TEM

Whereas Wm. Bruce Shepley has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 5 day of March 2019, we, Daniel Noram and JULIE BRECK, hereby undertake that if Wm. Bruce Shepley shall not faithfully pay over according to law all moneys that shall come into his hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this _____ day of _____, 2019.


Surety #1


Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

Jim Bernard, Chair



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

March 14, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Amendment #02
State of Oregon Intergovernmental Agreement Number 148537

Purpose/Outcomes	The purpose of this amendment #02 Intergovernmental Agreement with the State of Oregon through the Department of Human Services is to add an additional \$60,000 to this agreement.
Dollar Amount and Fiscal Impact	The maximum payable amount of IGA #148537 is now \$383,000 as reimbursement to the District Attorney's Office for allowable Title VI-E expenditures. No match is required.
Funding Source	Federal Title IV-E Funding that is passed through the State of Oregon, acting by and through the Department of Human Services
Safety Impact	The District Attorney's Office has two full-time deputy district attorneys dedicated to providing legal support for juvenile dependency cases. Both DDA's focus on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2015 through June 30, 2019
Previous Board Action/Review	June 15, 2017 – C.3; BCC Approved IGA
Contact Person	Bob Willson, Administrative Analyst 2 - District Attorney's Office, 503-650-3011
County Counsel	Approved as to form on March 7, 2019

BACKGROUND:

On February 12, 2013, the Board approved an amendment to add Federal Title IV-E funding to the 2013-2015 Juvenile Dependency IGA.

Since then, the Department of Human Services made the decision to separate the 2015-2017 agreements by funding source, i.e., State General Fund and Federal Fund. The Board approved the 2015-2017 State Funded IGA on April 2, 2015. The maximum reimbursement in the 2015-2017 Title IV-E for legal services provided under this agreement has not been reduced.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Intergovernmental Agreement Amendment between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

John S. Foote



Agreement Number 148537

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **02** to Agreement Number **148549** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Jim Bernard, Commission Chair
2051 Kaen Road
Oregon City, Oregon 97045
Telephone: (503) 655-8581
Facsimile: (503) 742-5919**

hereinafter referred to as "County," acting by and through the:

**Office of the Clackamas County District Attorney
John Foote, District Attorney
807 Main Street Room 7
Oregon City, Oregon 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
Email: johnfoote@co.clackamas.or.us**

hereinafter referred to as "District Attorney."

1. Upon signature by all applicable parties, this amendment shall be effective on the later of (a) February 1, 2019 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.

2. The Agreement is hereby amended as follows:
- a. **Section 3., “Consideration.”, Subsection a., only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - a. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is ~~\$323,000.00~~ **\$383,000.00**. DHS will not pay County or District Attorney any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
 - b. **Exhibit B, “Standard Terms and Conditions”, Section 25. “Notice” DHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

DHS: Office of Contracts & Procurement
~~250 Winter Street Ne, Room 306~~ **635 Capitol Street NE, Suite 350**
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
- a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General

may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

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

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

Clackamas County District Attorney

By:


Authorized Signature

John Rote Brandt
Fellman

Title

Printed Name

Administrator

Date

3/7/19

Date

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

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved via email by Jeffrey Wahl

2/7/2019

Department of Justice

Date

**COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM**

DATE: 3/04/19

TO: COUNTY COUNSEL

ATTORNEY: Scott Ceicko

FROM: Robert Willson
(name)

EXTENSION: 3011

DEPARTMENT/DIVISION: District Attorney

BILL TO District Attorney (Department/Division to be billed)

TYPE OF DOCUMENT: Intergovernmental Agreement

NAME OF DOCUMENT: Amendment To State of Oregon Intergovernmental Agreement #148537

REQUESTED RETURN DATE: 3/07/2019

Please review to form. This is just an amendment to add an additional \$60,000 to our maximum reimbursement of Title IV-E Juvenile Dependency before the contract ends June 30, 2019. The new contract maximum is \$383,000.

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APPROVED AS TO FORM:

County Counsel: SCC

Date: 3/7/19

Counsel Comments: See email comment
sent to Robert Willson on 3/7/19.
SC

Willson, Robert

From: Ciecko, Scott
Sent: Thursday, March 7, 2019 9:33 AM
To: Willson, Robert
Subject: RE: Title IV-E Juvenile Dependency Amendment Approval

Thanks. The exhibit refers to self-insurance, so we are fine.

Scott

From: Willson, Robert <RWillson@co.clackamas.or.us>
Sent: Thursday, March 7, 2019 9:27 AM
To: Ciecko, Scott <SCiecko@co.clackamas.or.us>
Subject: RE: Title IV-E Juvenile Dependency Amendment Approval

Scott,

Sorry, here is the original Contract.

Thanks,

Bob Willson
Administrative Analyst 2
District Attorney's Office
Clackamas County
807 Main Street, Room 7
Oregon City, OR 97045
Phone (503) 650-3011
Fax (503) 650-8943
rwillson@co.clackamas.or.us

From: Ciecko, Scott
Sent: Thursday, March 7, 2019 9:18 AM
To: Willson, Robert <RWillson@co.clackamas.or.us>
Subject: RE: Title IV-E Juvenile Dependency Amendment Approval

This is fine. My only comment is that the amendment references insurance requirements in the original agreement. Since I don't have those insurance requirements, I cannot say for sure we are in compliance. Assuming the original insurance requirements allow us to have self insurance in lieu of any commercial general liability insurance, then we are fine.

Let me know if you have questions.

Scott

From: Willson, Robert <RWillson@co.clackamas.or.us>
Sent: Monday, March 4, 2019 8:56 AM
To: Ciecko, Scott <SCiecko@co.clackamas.or.us>
Subject: Title IV-E Juvenile Dependency Amendment Approval

Scott,

Attached is a copy of an Amendment from Oregon DHS for a \$60,000 increase in our IGA through June 30, 2019 on our reimbursable expenses. Can you review the changes and send your approval so I can send to the Board? Sorry for the quick turnaround, I just received this on Thursday afternoon as they sent the original email to DA John Foote on Feb 7th, but he has been out on medical leave. I am trying to get this through the Board before the end of March when the next quarter reimbursement period ends.

Thanks,

Bob Willson
Administrative Analyst 2
District Attorney's Office
Clackamas County
807 Main Street, Room 7
Oregon City, OR 97045
Phone (503) 650-3011
Fax (503) 650-8943
rwillson@co.clackamas.or.us