

AGENDA

Thursday, April 26, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-26

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Execute the Master Lease between the Housing Authority of Clackamas County and Clackamas County Social Services, for the Jackson Transitional Housing Property
2. Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program

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

1. Presentation: Clackamas County Dog Services Partnerships with Rescue Organizations (Sarah Holcombe, Dog Services)
2. Presentation to Recognize April as Fair Housing Month in Clackamas County (Mark Sirois, Housing & Community Development)

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

IV. PUBLIC HEARINGS

1. Board Order No. _____ for Boundary Change Proposal No. CL 17-014 Annexation to Sunrise Water Authority (Ken Martin, Boundary Change Consultant, Nate Boderman, County Counsel)
2. Board Order No. _____ for Boundary Change Proposal No. 17-020, Annexation to Clackamas County Service District No. 1 (Ken Martin, Boundary Change Consultant, Nate Boderman, County Counsel)

V. 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 Amendment to Intergovernmental Agreement No. 154166, with the State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
2. Resolution No. _____ Approval of a Special Procurement Process for the Intoxicated Driver Program Fund Contract - *Procurement*

B. Department of Transportation & Development

1. Acceptance of State Farm Insurance, Good Neighbor Citizenship Grant to Support the Drive to Zero Posters and Coasters Safe Driving Media Contest

C. Finance Department

1. Resolution No. _____ Approving the Submission of the Assessor's CAFFA Grant Application for Fiscal Year 2018-2019

D. Elected Officials

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

E. Technology Services

1. Approval to Add Additional Fiber Connections to the Intergovernmental Agreement between Clackamas Broadband eXchange and the North Clackamas School District
2. Approval to Add Additional Fiber Connection to the Intergovernmental Agreement between Clackamas Broadband eXchange and the Oregon City School District

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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.

www.clackamas.us/bcc/business.html

April 26, 2018

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute the Master Lease between the Housing Authority of Clackamas County (HACC) and Clackamas County Social Services (SSD), for Jackson Transitional Housing Property

Purpose/Outcomes	Approval to execute a Master Lease between HACC and SSD for the Jackson Property
Dollar Amount and Fiscal Impact	7/1/17-6/30/18 = \$77,000/annual rent 7/1/18-6/30/19 = \$80,000/annual rent (option to renew) 7/1/19-6/30/20 = \$80,000/annual rent (option to renew)
Funding Source(s)	Community Development Block Grant Funds No County General Funds used
Duration	7/1/17 - 6/30/2020
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8778

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into a Master Lease Agreement with Clackamas County Social Services, for the operation of Jackson Street Transitional Housing Program (Jackson) located at 601 Jackson Street, Oregon City, OR 97045.

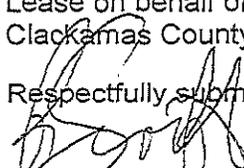
Jackson consists of six (6) transitional housing units plus one (1) unit for on-site staff. HACC owns Jackson and will provide property management services for this property. SSD will select eligible homeless families or individuals from the Coordinated Housing Access (CHA) waiting list to lease an apartment at Jackson. SSD will also provide case management for residents of Jackson to ensure their success in the program. HACC and SSD will enter into a separate Intergovernmental Agreement for case management services from SSD.

No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approve the Master Lease between HACC and SSD. Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the Master Lease on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,


Richard Swift, Director
Health, Housing and Human Services



MASTER LEASE

THIS INDENTURE OF LEASE is made and entered into by and between the HOUSING AUTHORITY OF CLACKAMAS COUNTY (HACC), hereinafter called the lessor, and CLACKAMAS COUNTY SOCIAL SERVICES DIVISION (SSD), hereinafter called the lessee.

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the lessee to be paid, kept and faithfully performed, the lessor does hereby lease and let unto the said lessee those certain premises, as is, situated in the City of Milwaukie, County of Clackamas and State of Oregon, known and described as follows:

Seven-Unit Apartment Building and parking area located at
601-611 Jackson Street, Oregon City, Oregon 97045

to have and to hold the said described premises unto the said lessee for a three-year period of time commencing on July 1, 2017 and ending June 30, 2020.

Lessee has the right to extend this lease under the same terms and conditions for two one-year extensions.

Effective July 1, 2017 the lease amount is \$6,417.00 per month

Effective July 1, 2018 the lease amount is \$6,667.00 per month

Effective July 1, 2019 the lease amount is \$6,667.00 per month

The lease payments are due the first of each month and shall be mailed to the Housing Authority of Clackamas County, P.O. Box 1510, Oregon City, OR 97045.

1. LESSEE'S ACCEPTANCE OF LEASE

The lessee accepts said letting and agrees to pay to the order of the lessor the rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

2. USE OF PREMISES

- a. The lessee shall use the leased premises during the term of this lease for the conduct of the following business: Transitional Housing Program Operations
- b. The lessor will not allow the leased premises at any time to fall into such a state of disrepair or disorder, nor use the property in such a way or for such a purpose as to increase the fire hazard thereon; he shall not install any power machinery on said premises except with written consent of the lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the lessor from taking advantage of any rulings of any agency or successor agency of the state in which said leased premises are situated, which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.
- c. Lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.
- d. The lessee shall regularly use the leased premises for the conduct of the lessee's business, and shall not abandon or vacate the premises for more than ten days without written approval of lessor.

3. UTILITIES

The lessor shall pay for all heat, light, water, power, and other services or utilities used in the above leased premises during the term of this lease.

4. REPAIRS AND IMPROVEMENTS

The parties agree that the lessor shall have responsibility for any repairs or maintenance to the premises, and that the lessor shall be solely responsible for those costs. In addition, lessor shall be solely responsible for the costs of any improvements or modifications to the premise.

5. RIGHT OF ASSIGNMENT

Lessor acknowledges that lessee hereby has permission to sublet the leased premises to any governmental agency or agencies, or any 501(c)(3) agency or its equivalent which may hereafter contract with lessee to provide housing and/or support services to low income or disabled persons who are authorized by Clackamas County Social Services Division or case managed by Clackamas County Social Services Division or any other County agency. Except as so provided, the lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, sublet, or permit any other person or persons whomsoever to occupy the leased premises without the written consent of the lessor being first obtained in writing; this lease is personal to said lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

6. LIENS

The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

7. ADVERTISING SIGNS

The lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of said leased premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of this section, or in violation of any applicable law or ordinance.

8. FIXTURES

All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the lessor or lessee, shall be and become a part of the building as soon as installed and the property of the lessor unless otherwise herein provided.

9. LIGHT AND AIR

This lease does not grant any rights of access to light and air over the property.

10. DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR

Lessor will be responsible for property insurance. The type of Property Insurance to be procured (or self-insured) shall be equivalent to "the Special Causes of Loss Form" (formerly known as "All Risk") with full replacement cost valuation for: the Structure(s), contents and business personal property owned by the Lessee and the Lessor at the leased location.

11. EMINENT DOMAIN

In case of the condemnation or purchase of all or any substantial part of the said leased premises by any

public or private corporation with the power of condemnation, this lease may be terminated, effective on the date possession is taken, by either party hereto on written notice to the other and in that case the lessee shall not be liable for any rent after the termination date. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

12. RIGHT OF REFUSAL ON SALE

In the event that lessor should determine to sell the property subject to this lease, lessee or its designated agent shall be afforded the first right of refusal to buy said property at the then fair market value.

In the event fair market value cannot be arrived upon by negotiation of the parties, the parties will split the cost of a mutually agreeable appraiser. That appraiser shall determine the fair market value of the property, and the parties will abide by that appraisal.

13. FOR SALE AND FOR RENT SIGNS

During the period of ninety (90) days prior to the date above fixed for termination of said lease, the lessor herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

14. DELIVERING UP PREMISES ON TERMINATION

At the expiration of said term or upon any sooner termination thereof, the lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

15. INSURANCE

The lessor shall be responsible for the cost of errors and omissions liability insurance on the premises. The lessor shall be responsible for the costs of all other insurances, including fire insurance, property insurance and liability insurance, on the premises.

16. PUBLIC CONTRACTING

This lease 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. In the event funds are not made available to lessee for operation of any program in or on the leased premises, the lessee may end this lease agreement upon ninety (90) days' written notice to lessor and be subject to no legal or equitable remedies for the termination.

17. OTHER USES

In the event program funds for the use described in (2a) are not forthcoming, lessee has the right to use the facility for other Social Services or County-operated programs. Alternative programs must be compatible with all other terms of this lease and all state and local use and zoning criteria.

18. PETS

With the exception of assistance animals, pets are not allowed.

19. ATTACHMENT/BANKRUPTCY/DEFAULT

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the lessee shall be in arrears in the payment of rent for a period of ten (10) days after the same becomes due, or if the lessor or lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained

herein on their part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to lessee, or (2) if the lessee shall be declared bankrupt or insolvent according to law, or (3) if any assignment of lessee's property shall be made for the benefit of creditors, or (4) if on the expiration of this lease lessee fails to surrender possession of said leased premises, then and in either or any of said cases or events, the lessee or the lessor or those having lessor's estate in the premises, may terminate this lease.

Any property which lessee leaves on the premises after abandonment or expiration of the lease, or for more than ten (10) days after any termination of the lease by landlord, shall be deemed to have been abandoned, and lessor may remove and sell said property at public or private sale as lessor sees fit without being liable for any prosecution therefore or for damages by reason thereof, and the net proceeds of said sale shall be applied toward the expenses of landlord and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to the lessee.

20. HOLDING OVER

In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the lessor.

21. TERMINATION

This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

22. WAIVER

Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

23. NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U.S. Mail with postage fully prepaid, and if intended for the lessor herein then addressed to said lessor at: HACC, P.O. BOX 1510, OREGON CITY, OREGON, 97045

If intended for the lessee, then addressed to: Clackamas County Social Services, P.O. BOX 2950, OREGON CITY, OR 97045.

Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in said U.S. Mail.

24. HEIRS AND ASSIGNS

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the terms hereof, to the assign of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made,

assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

25. DEBT LIMITATION

This lease 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 there for. Any provisions herein that would conflict with law are deemed inoperative to that extent.

IN WITNESS WHEREOF, the respective parties have executed this instrument, any corporation signature being by authority of its Board of Directors.

HOUSING AUTHORITY OF CLACKAMAS COUNTY BOARD

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

Signing on Behalf of the Housing Authority Board

Chuck Robbins, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

April 26, 2018

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for Case Management for the Jackson Transitional Housing Program

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Housing Authority and Social Services for case management of Jackson Program clients.
Dollar Amount and Fiscal Impact	\$49,000
Funding Source(s)	HACC Local Project Funds No County General Funds used
Duration	7/1/17 - 6/30/18
Previous Board Action	none
Strategic Plan Alignment	1. Individuals and families in need are healthy & safe 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	Contract #8762

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to enter into an Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department, for the funding of a case management for families participating in the Jackson Transitional Housing program.

Jackson program consists of six (6) transitional housing units plus one (1) unit for a staff person. Clients are selected from the Coordinated Housing Access ("CHA") waiting list, so the families are homeless, in need of case management to be successfully housed.

The Case manager will work in collaboration with the Social Services Supportive Housing Team ("Housing Pod"). Most case management will take place at tenant's living units or during meetings.

The scope of work for the case manager is as follows:

- Eligibility and Intake
- Documentation of Homelessness and compliance
- Housing Stability and Increasing Income
- Eviction Prevention
- Vulnerable residents will be connected to support services
- Advocacy for residents to navigate systems

- Tracking Interventions and outcomes, with the goal of supporting long term sustainability, collaboration between service systems, and to keep at risk residents in their housing and off the streets.

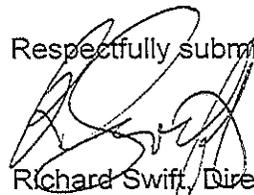
No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approve the Intergovernmental Agreement with Social Services for the case management of Jackson residents.

Staff also recommends the Board authorize Chuck Robbins, HACC Executive Director, to sign the IGA on behalf of the Housing Authority Board of Commissioners, and Richard Swift to sign on behalf of the Clackamas County Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND
CLACKAMAS COUNTY**

I. Purpose

A. This Agreement is entered into between the Housing Authority of Clackamas County (HACC) and Clackamas County through its Health Housing and Human Services Department, Social Services Division (SSD), for the provision of a half time Case Manager by SSD to HACC for Jackson Transitional Housing. HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, the Housing Authority falls under the administrative structure of Clackamas County government as a Division within the Department of Health, Housing and Human Services (H3S). SSD is also a division under H3S. This Agreement is intended to memorialize the agreement between these two County Divisions operating within H3S.

B. This Agreement provides the basis for a cooperative working relationship for the case management for Jackson Transitional Housing program (Program). The project consists of 6 transitional housing units and 1 unit for staff. The Scope of Work to be accomplished is described in Exhibit A (attached as "Exhibit A").

II. Scope of Cooperation

A. SSD agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. Provide a half time Case Manager to HACC, who will provide direct service to residents of Public Housing or other housing as applicable;
3. Employ and manage the Case Manager's day to day work responsibilities in cooperation with HACC staff involved in property management or resident services;
4. Submit quarterly invoices to HACC for payment of services delivered.

B. HACC agrees to:

1. The Scope of Work in Exhibit A of this Agreement;
2. In cooperation with the SSD Human Services Manager assign HACC residents with specific needs to the Case Manager;
3. Caseload will be established and monitored by HACC's Resident Services Coordinator and SSD's Human Services Manager;
4. Pay invoices due to SSD within 30 days of receipt;
5. Assist SSD with measuring and monitoring outcomes of Case Manager's interventions or care plans.

III. Budget and Terms of Payment for Services Rendered

A. Budget: the cost of purchasing the services of a half time case manager will be \$49,000.00. The budget components are detailed as follows:

Salary & Fringe Benefits	\$35,050
Indirect Costs	\$6,940
<u>Allocated Costs</u>	<u>\$7,010</u>
TOTAL	\$49,000

B. Terms of Payment:

1. SSD will invoice HACC on a quarterly basis with payment due to SSD within 30 days of receipt of invoice.

IV. Liaison Responsibility

Liaison from HACC for the Program will be: Jemila Hart, 503-655-8877, jemilahr@clackamas.us

Liaison from SSD for the Program will be: Sherry Mackey, 503-655-8492, sherrymack@clackamas.us

V. Other Terms

- A. Monitoring and Measurement. HACC and SSD will develop benchmarks or metrics for monitoring the Case Manager's impact on outcomes listed in Exhibit A, Section III of this Agreement.
- B. Amendments. This Agreement may be amended at any time upon written agreement between HACC and SSD. Amendments become a part of this Agreement only after any written amendment has been signed by the proper signatories for each department.
- C. Insurance Requirements. HACC is insured by the Housing Authority Risk and Retention Pool (HARRP) and SSD is insured by Clackamas County. HACC requires all vendors and services providers who enter into a service contract with HACC to provide a certificate of insurance that names HACC as additional insured. Since SSD is insured by Clackamas County, HACC is requesting SSD to provide an indemnification agreement as drafted and approved by the Risk Management Division of Clackamas County.

VI. Term of Agreement

- A. This agreement is effective July 1, 2017 and will terminate on June 30, 2018. The term of this Agreement may be extended by Amendment as noted in Section V above.

VII. Termination

- A. This agreement may be terminated by either party upon a written notice submitted 45 days prior to requested termination date or immediately if extraordinary circumstances emerge such as but not limited to loss of funding, personnel terminations, lack of need for services or other situations beyond the control of one or both parties to this agreement.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board

Chuck Robbins, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Richard Swift, Director
Health, Housing and Human Services Department

Date

Exhibit A - Scope of Work

Case Manager for Housing Authority of Clackamas County (HACC)

I. Logistics and Management of Caseload:

Case manager will work in collaboration with Social Services Supportive Housing Team (“Housing Pod”). Most case management work on site will take place at tenant’s living units or during meetings.

II. The Case Manager will attend the following meetings on a regular basis:

- Clackamas County Continuum of Care
- Supportive Housing Team weekly meetings as schedule permits

III. Primary Work Responsibilities of Case Manager:

- **Eligibility and Intake** - Use Coordinated Housing Access system to identify, contact and perform eligibility determinations for homeless adults who have been referred to Jackson Transitional Housing.
- **Documentation** – obtain all required documentation for compliance with funder requirements (current funders are Clackamas County Community Development CDBG and Oregon Housing and Community Services EHA).
- **Housing Stability and Increasing Income** – work individually with each resident to advance permanent housing stability and increase income as quickly as possible.
- **Eviction Prevention** – Work collaboratively to prevent evictions.
- **Vulnerable Residents** – Identify and provide support services to vulnerable residents. This would include connecting residents to drug and alcohol treatment, mental health services, and health care services for persons living with chronic health conditions.
- **Advocacy** - Advocating for residents to navigate service systems and meet basic needs.
- **Tracking Interventions and Outcomes** – Track interventions and outcomes with the goal of supporting long term sustainability and collaboration between service systems.

April 26, 2018

Board of County Commissioners
 Clackamas County

Presentation to Recognize April as
Fair Housing Month in Clackamas County

Purpose/Outcomes	To recognize and celebrate Fair Housing Month in Clackamas County and the 50 th Anniversary of the Fair Housing Act. To provide a brief presentation communicating the importance and value of the County's role in protecting and promoting the safe, healthy and secure communities.
Duration	N/A
Previous Action	N/A
Strategic Plan Alliance	1. Sustaining Public Health and wellness 2. Ensure safe, healthy and secure communities.
Contact Person	Mark Sirois, Project Coordinator, 503-650-5664

BACKGROUND

The Housing and Community Development Division of the Health, Housing & Human Services Department would like to have the Fair Housing Council of Oregon provide a brief presentation to recognize April as Fair Housing Month in Clackamas County. The Fair Housing Council of Oregon will be honoring 2 sixth graders from Molalla who have completed Fair Housing posters.

2018 marks the 50th anniversary of the passage of the Federal Fair Housing Act; Title VIII of the Civil Rights Act of 1968, as amended.

The Fair Housing law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, gender, familial status, disability or national origin.

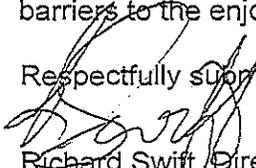
Oregon fair housing law guarantees that housing throughout the State of Oregon should be made available to all citizens without regard to marital status, sources of income, sexual orientation including gender identity, and survivors of domestic violence.

Equality of opportunity for all is a fundamental policy of this nation, state and county.

Barriers which diminish the rights and limit the options of any citizen will ultimately diminish the rights of all citizens.

Only with the cooperation, commitment and support from all of the residents of Clackamas County can barriers to the enjoyment of this and the other aspects of equality of opportunity for all be removed.

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services

Healthy Families. Strong Communities.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

April 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal
CL 17-014, Annexation to Sunrise Water Authority

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a water authority. Sunrise Water Authority is such a district.

Proposal No. CL 17-014 is a proposed annexation to Sunrise Water Authority.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation.

This proposal was initiated by a consent petition of the owners of all of the property to be annexed. The petition meets the requirement for initiation set forth in ORS 198.857, ORS

198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 6.86 acres, one single family dwelling and is valued at \$181,398.

REASON FOR ANNEXATION

Water service is desired for a newly constructed single family dwelling which has been approved by Clackamas County.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services

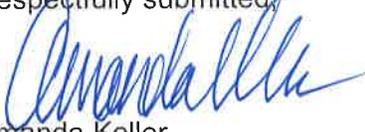
There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-17-014, annexation to Sunrise Water Authority.

Respectfully submitted,



Amanda Keller
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 17-014



ORDER NO.

WHEREAS, this matter coming before the Board at this time, and it appearing that all of the owners of the land in the territory to be annexed have petitioned to annex the territory to Sunrise Water Authority; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on April 26, 2018 and that a decision of approval was made on April 26, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 17-014 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Sunrise Water Authority as of April 26, 2018.

DATED this 26th day of April, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 17-014 is a proposed annexation to Sunrise Water Authority.
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 6.86 acres, one single family dwelling and is valued at \$181,398.
4. Water service is desired for a newly constructed single family dwelling which has been approved by Clackamas County.
5. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the Findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to

¹ A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

- ORS 195.205;
- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as noted in Findings 7 & 8 below. No concept plans cover this area.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Water

* * *

- 15.0 Require water purveyors in urban areas to coordinate the extension of water services with other key facilities, i.e., transportation, sanitary sewers, and storm drainage facilities, necessary to serve additional lands.
8. The territory is zoned RRFF-5 by Clackamas County and the newly constructed single family dwelling is in accord with this zone.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to water service in this area of Clackamas County.
10. There is no public sewer system in this area. The property is being served by a septic system.
11. The Water Authority has a water line in SE 190th Ct. which can serve the site. The Water Authority granted a temporary connection to facilitate construction of the new house.
12. The area receives police service from the Clackamas County Sheriff's Department.
13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the Water Authority.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable

public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The area is served by the Sunrise Water Authority and no other entity has the capability of serving this site.

3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plan (Clackamas County's Comprehensive Plan) and concludes this proposal complies with it. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 11. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT "B"
Legal Description

13E32B 01700 00140430

Part of Section 32, Township 1 South, Range 3 East of the Willamette Meridian, in the _____ County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of the Southeast quarter of the Northwest quarter of said Section 32; thence North 89°25' 20" East along the North line of said legal subdivision 737 feet; thence South 0° 09' 20" East 730 feet to the true place of beginning of the tract to be described; thence South 89° 25' 20" West 737 feet to the West line of the Southeast quarter of the Northwest quarter of said Section 32; thence South 0° 09' 20" East along the subdivision line, 591 feet to the Southwest corner of the Southeast quarter of the Northwest quarter of said section; thence North 89° 24'10" East along the South line of said legal subdivision 737 feet to a point which is 580.84 feet West of the center of said Section 32; thence North 0° 09' 20" West 591 feet to the place of beginning. **1700,**
1800
True

EXCEPTING THEREFROM: **-1800**

Beginning at the Southeast corner of the above described tract; thence South 89° 24' 10" West a distance of 245 feet; thence North 0° 09' 20" West a distance of 559 feet; thence North 89° 25' 20" East a distance of 245 feet to the center of County Road; thence South 0° 9' 20" West to the point of beginning.

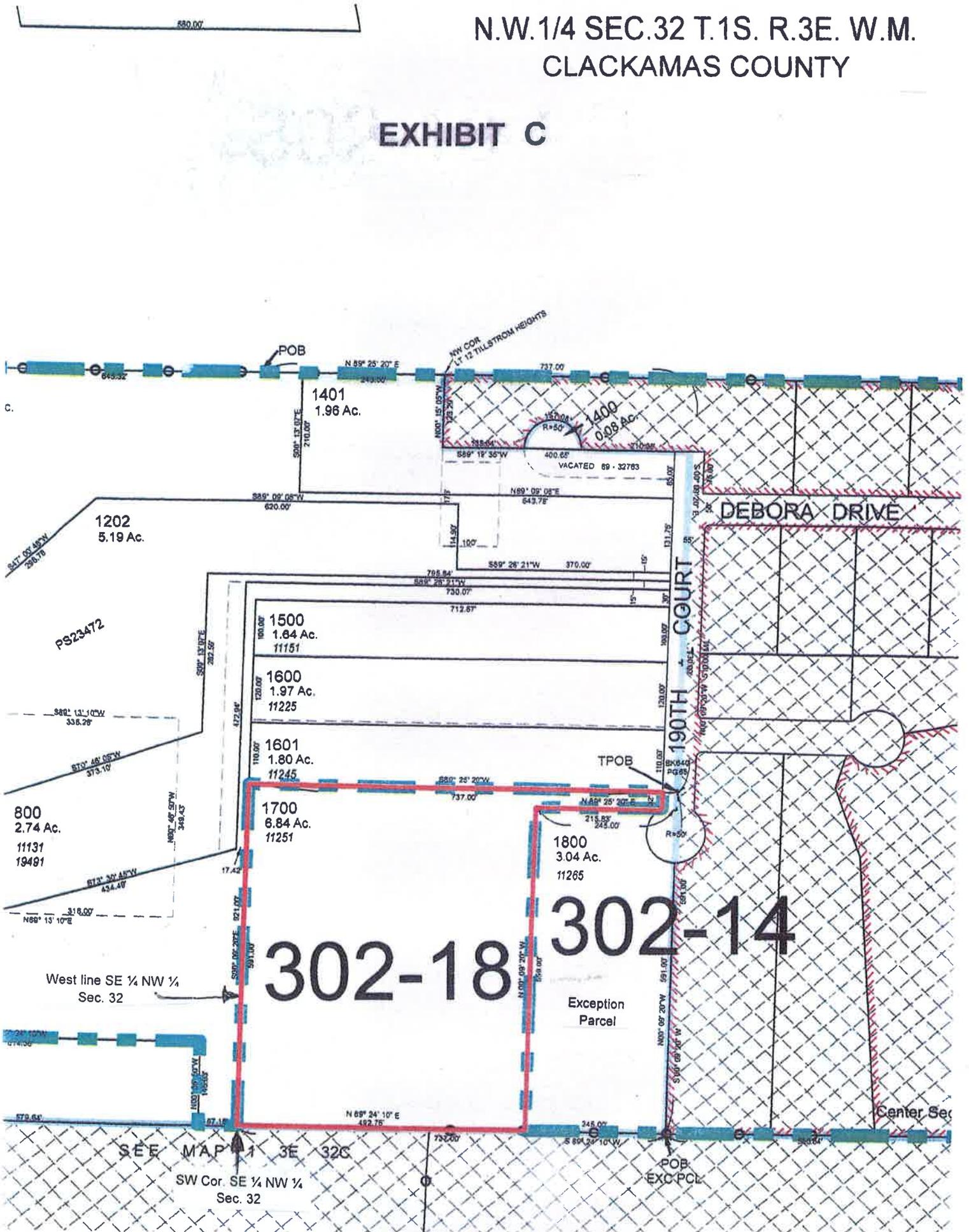
FURTHER EXCEPTING THEREFROM that tract of land to the public for road purposes recorded May 18, 1964 in Book 640, page 65.



MN

N.W. 1/4 SEC. 32 T.1S. R.3E. W.M.
CLACKAMAS COUNTY

EXHIBIT C





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

April 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Approval of a Board Order for Boundary Change Proposal
No. CL 17-020, Annexation to Clackamas County Service District No. 1

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 17-020 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 19.54 acres, 1 single family dwelling and is valued at \$215,136.

REASON FOR ANNEXATION

The property owners desire sewer service for an approved 58-lot PUD within the City of Happy Valley.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 partnership agreement entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-17-020, annexation to Clackamas County Service District No. 1.

Respectfully submitted,



Amanda Keller
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal
No. CL 17-0120



ORDER NO.

WHEREAS, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1; and

WHEREAS, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

WHEREAS, it further appearing that this matter came before the Board for public hearing on April 26, 2018 and that a decision of approval was made on April 26, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 17-020 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of April 26, 2018.

DATED this 26th day of April, 2018

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 17-020 is a proposed annexation to Clackamas County Service District No. 1.
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 19.54 acres, 1 single family dwelling and is valued at \$215,136.
4. The property owners desire sewer service for an approved 58-lot PUD within the City of Happy Valley.
5. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewer service inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership (“WES”) as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Finding 2.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

¹ A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Findings 7 and 8. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements and found that the subject property is eligible for annexation to the District.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

8. The territory is planned (Single Family Medium Density) and zoned (R-10) for single family dwellings and the City of Happy Valley has approved the 58 lot PUD for the property.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. WES, as the service provider for the District, has an 8-inch sewer line SE Spyglass Dr. abutting the south edge of the territory to be annexed which can serve the site.
11. The territory to be annexed is within the boundary of the Sunrise Water Authority which has water lines capable of serving the site in SE Northern Heights Drive adjacent to the west edge of the property and in SE Spyglass Dr. on the southern edge of the property.
12. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
13. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
14. Parks and recreation services are provided by the City of Happy Valley.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there

are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services.” The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
 - a. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B
ANNEXATION TO CCSD#1
JACKSON HILLS IV

A tract of land in the Northwest Quarter of Section 25, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and the State of Oregon, and being more particularly described as:

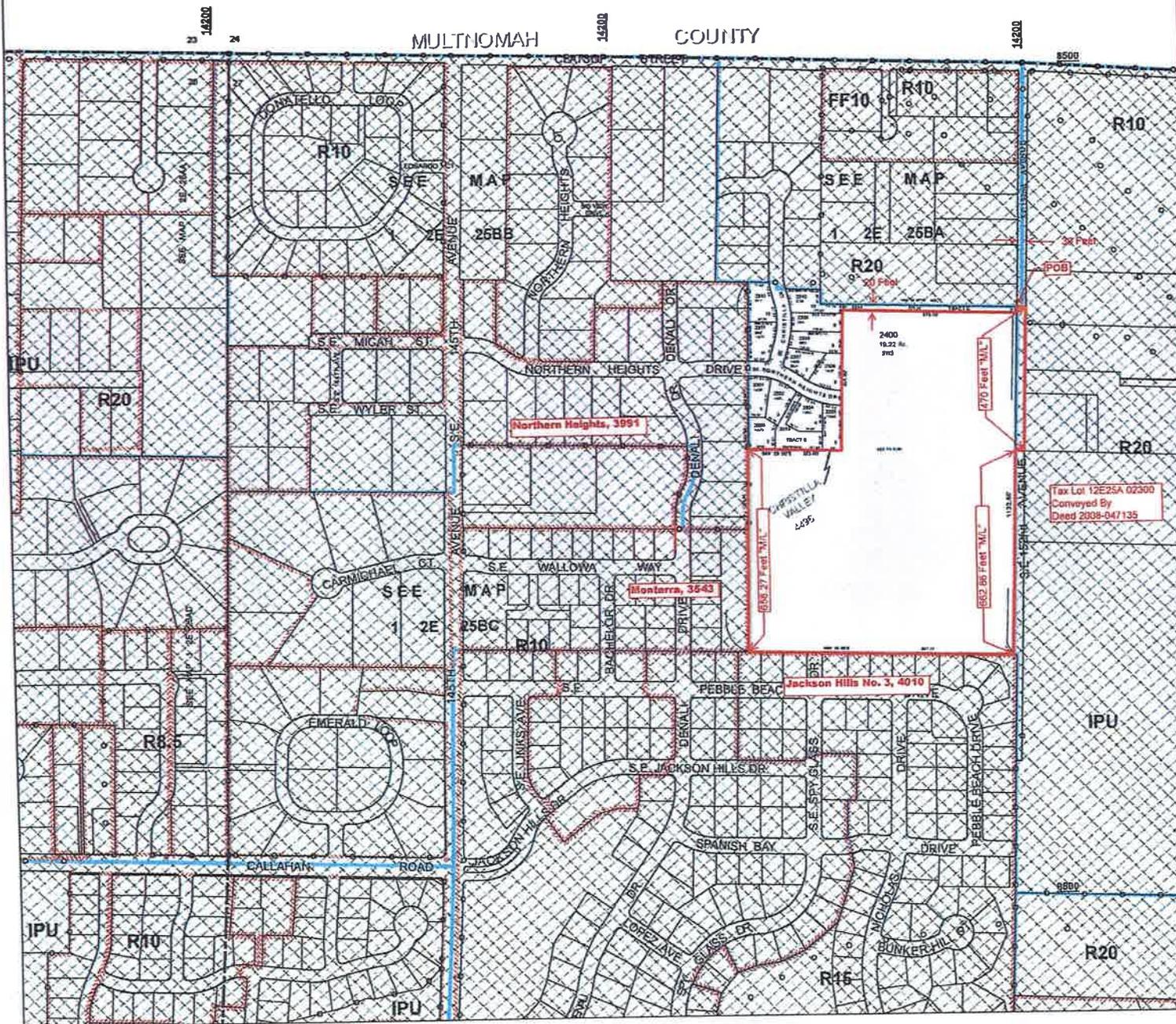
Beginning at the northeast corner of Tract "C" "CHRISTILLA VALLEY", Clackamas County Plat No 4496, and said point being on the westerly right-of-way line of SE 152nd Ave., Clackamas County Road P2421, and said point being THE POINT OF BEGINNING;

1. Thence; easterly along the north line of said Tract "C" and extension, 30 feet more or less, to a point of intersection with the east right-of-way line of SE 152nd Ave., Clackamas County Road P2421,
2. Thence; southerly along said easterly right-of-way line, 470 feet more or less, to a point of intersection with the north line of that parcel of land conveyed to "METRO" recorded in Clackamas County under fee number 2008-047135, (commonly known as map and tax Lot 12E25A 02300),
3. Thence; westerly along the north line and extension of said parcel, 30 feet more or less, to a point of intersection with the west right-of-way line of SE 152nd Ave., Clackamas County Road P2421,
4. Thence; southerly along said westerly right-of-way line of SE 152nd Ave., 662.86 feet more or less, to a point of intersection with the north line of "JACKSON HILLS NO. 3", Clackamas County Plat No. 4010;
5. Thence; westerly along the north line of said plat, 897.74 feet more or less, to a point of intersection with the east line of "MONTERRA", Clackamas County Plat No. 3543;
6. Thence; northerly along the east line of said "MONTERRA", Clackamas County plat and east line of lots 15 and 14 of "NORTHERN HEIGHTS", Clackamas County Plat No. 3991, 658.27 feet more or less, to a point of intersection with the south line of lot 3, "CHRISTILLA VALLEY", Clackamas County Plat No 4496;
7. Thence; easterly along said south line of lot 3, Tract "B" and lot 5, "CHRISTILLA VALLEY", Clackamas County Plat, 325.00 feet more or less, to a point of intersection with the east line of lot 5 of said plat;
8. Thence; northerly along said east line of lot 5 and its northerly extension and the east lines of lots 6, 8, 9 and 10 of said plat, 455.00 feet more or less, to a point of intersection with the south line of Tract "C" of said plat,
9. Thence; easterly along said south line, 575.00 feet more or less, to the southeast corner of said Tract "C" of and the west right-of-way line of SE 152nd Ave., Clackamas County Road P2421,
10. Thence; northerly along the east line of said Tract "C" and west right-of-way line of SE 152nd Ave., Clackamas County Road P2421, 20 feet more or less, to the northeast corner of Tract "C" "CHRISTILLA VALLEY", and the THE POINT OF BEGINNING.

EXHIBIT C

MULTNOMAH COUNTY

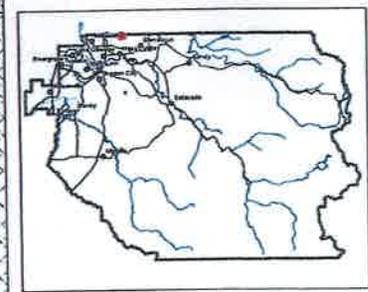
12 E 25B
ANNEXATION MAP
N.W. 1/4 SEC. 25 T. 1S. R. 2E. W. M.
CLACKAMAS COUNTY
1" = 200'



Cancelled Texts

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- Parcel Boundary
- - - Private Road ROW
- - - Historical Boundary
- - - Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Mesander Line
- PLSS Section Line
- Historic Corner 40'
- Historic Corner 20'



April 26, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154166, Amendment 1 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide Money Management program services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The Amendment amount is \$205,560 for a new agreement total of \$394,760. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2017 through June 30, 2019
Previous Board Action	
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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	8320

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request the approval of Agreement #154166, Amendment 1 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program services. The Oregon Money Management Program (OMMP) is a protective service for seniors and disabled adults who need help managing their finances. OMMP assists seniors and people with disabilities to manage their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. OMMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. MMP clients are referred by their case managers to receive money management services.

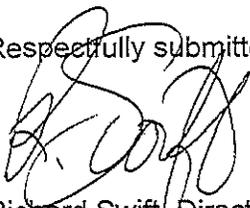
This amendment provides continued funding for fiscal year 2018-19 to the Clackamas County Social Services OMMP which utilizes its current organizational payee structure to continue moving this program forward.

This amendment increases the maximum funding by \$205,560 to \$394,760 and extends the duration of the project to June 30, 2019. The original agreement was reviewed and approved by County Council on May 11, 2017. This amendment is effective when fully executed and terminates on June 30, 2019.

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 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing and Human Services



Agreement Number 154166

**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 1 to Agreement Number 154166 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Social Services Division
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
Contact: Brenda Durbin
Telephone: (503) 655-8640
E-mail address: BrendaDur@co.clackamas.or.us**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. **Section 1, Effective Date and Duration** is hereby amended as follows: language to be deleted is ~~struck through~~ and new language is **underlined and bold**.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2017, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2018~~ **June 30, 2019**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
 - b. **Section 3, Consideration, subsection a. only**, is hereby amended as follows: language to be deleted is ~~struck through~~ and new language is **underlined and bold**.

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$189,200.00~~ **\$394,760.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- c. Exhibit A, Part 1, Section 2, Statement of Work, subsection e. 11 only, is hereby amended as follows: language to be deleted is ~~struck through~~ and new language is **underlined and bold**.

~~11) — Offer Money Management Services to eligible consumers enrolled in OMMP free of charge for those with limited available income. For those with enough available income charge the fee set by the Social Security Administration. The availability of enough income to pay a fee is determined by the ability to meet all of the consumer's and their spouse's needs for shelter, food, medical and care needs.~~

- d. Exhibit B, Standard Terms and Conditions, Section 25. "Notice" DHS address only, is amended as follows: language to be deleted is ~~struck through~~ and new language is **underlined and bold**.

DHS: Office of Contracts & Procurement
~~250 Winter Street, Room 309~~ **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. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Road (Mailing Address: P.O.B. 2950)

City, state, zip code: Oregon City, OR 97045

Email address: stefanierei@co.clackamas.or.us

Telephone: (503) 655-8330 Facsimile: (503) 655-8889

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: self-insured pool

Policy #: _____ Expiration Date: _____

The remainder of this page intentionally left blank

6. Signatures.

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

**Clackamas County
Social Services Division
By:**

_____	Richard Swift
Authorized Signature	Printed Name
Director, Health Housing & Human Services Dept.	_____
Title	Date

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

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General dated April 5, 2018
Department of Justice _____ Date

April 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization to Approve a Special Procurement Process for the
Intoxicated Driver Program Fund Contracts

Purpose / Outcome	Approval to utilize Special Procurement Procedures pursuant to Local Contract Review Board (LCRB) C-047-0285
Dollar Amount and Fiscal Impact	Maximum value of \$675,894.00 across all contracts over 4 years
Funding Source	State of Oregon, Oregon Health Authority (OHA). No County General Funds involved.
Duration	Upon signature through June 30, 2022 (4 years)
Previous Board Action/Review	None
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.
Contact Person	Mary Rumbaugh, Director– Behavioral Health Division - 742-5305
Contract No.	Contract numbers will be assigned after procurement process.

BACKGROUND:

The Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval to utilize Special Procurement Procedures pursuant to Local Contract Review Board (LCRB) C-047-0285 for the Intoxicated Driver Program Fund. This program is funded through an intergovernmental agreement between the County and the Oregon Health Authority. The Program provides pass-through funding to retain firms that provide education and treatment programs for DUII cases. A firm must be registered with the State of Oregon to provide the services and the program rates are established by the State of Oregon. To provide maximum access to services to County clients, the County would like to invite all State of Oregon registered firms to contract with the County.

In accordance with ORS 279B.085 and Local Contract Review Board Rule (“LCRB”) C-047-0285, the County intends to establish a contract-specific special procurement for DUII Alcohol/Other Drug Information Program and a DUII Alcohol/Other Drug Rehabilitation Program Contracts (“Program”). LCRB C-047-0285 allows the County to declare a contract-specific special procurement so that it may conduct an alternative procurement process for entering into a number of related contracts for a project. A contract-specific special procurement may be authorized if: 1) it is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and 2) is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or

otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with standard procurement requirements.

A contract-specific special procurement is appropriate for these contracts because this alternative approach will not encourage favoritism as it will not exclude any registered firms, and it will result in significant program savings by avoiding a lengthy and complex procurement process that would end in the same result as a formal procurement.

If approved, the County will enter into approximately eleven (11) four-year agreements with all firms registered with the State of Oregon to perform these services.

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, and Human Services

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

Resolution of the Clackamas County
Board of Commissioners Authorizing
the Use of a Contract-Specific Special
Procurement



RESOLUTION NO.
Page 1 of 2

WHEREAS, the Behavioral Health division of Health, Housing and Human Services (the "Department") manages a DUII Alcohol/Other Drug Information Program and DUII Alcohol/Other Drug Rehabilitation Program ("Program") that is funded through an intergovernmental agreement between the County and the Oregon Health Authority, that provides pass-through funding to retain firms that provide education and treatment for DUII cases;

WHEREAS, the nature of the program does not lend itself to a standard procurement process due to special requirements of the Program that only State of Oregon registered firms be contracted with and these firms will be compensated on the same published fee schedule;

WHEREASE, in order to provide maximum access to services to County clients, the County would like to invite all State of Oregon registered firms to contract with the County;

WHEREAS, the Local Contract Review Board Rules authorize the Board of County Commissioners ("Board") to establish a contract-specific special procurement pursuant to section C-047-0285, and in compliance with ORS 279B.085, as long as the Board finds that the request: 1) is not likely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and 2) is reasonably expected to result in substantial cost savings to the contracting agency or the public, or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 – ORS 279B.070 or any rules adopted thereunder;

WHEREAS, the Department now seeks a resolution from the Board of County Commissioners authorizing the Department to proceed with a contract-specific special procurement for the Program.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The Board finds that authorizing a contract-specific special procurement for the Program is not likely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts;
2. The Board finds that approval of the special procurement process will result in significant program savings by avoiding a lengthy and complex procurement process that would end in the same result as a formal procurement;
3. The Board further finds that approval of the expedited process will substantially promote the public interest by providing a greater availability of firms without delay;

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

A Resolution of the Clackamas County
Board of Commissioners Authorizing the
Use of a Contract-Specific Special
Procurement



RESOLUTION NO.
Page 2 of 2

4. Based on the foregoing, the Board authorizes the Department to proceed with a contract-specific special procurement for the Program.

ADOPTED this ____ day of ____, 2018.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS:

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

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

April 26, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

**Acceptance of State Farm Insurance – Good Neighbor Citizenship Grant to Support the
Drive to Zero Posters and Coasters Safe Driving Media Contest**

Purpose/Outcomes	Funds awarded from State Farm Insurance – Good Neighbor Citizenship Grant
Dollar Amount and Fiscal Impact	Use the \$7,500 grant from the State Farm Insurance – Good Neighbor Citizenship grant to support the Drive to Zero – Posters and Coasters Safe Driving Media Contest
Funding Source	State Farm Funds
Duration	12 months
Previous Board Action	10/12/2017: County Administration approval to apply for the grant
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Build public trust through good government
Contact Person	Joseph Marek – Transportation Safety Manager 503-742-4705

The Clackamas County Drive to Zero program has been awarded the State Farm Insurance – Good Neighbor Citizenship grant since 2014. In the past, this grant has served to support program activities such as student outreach, all employee driver training and media outreach.

This grant will be used to provide cash prizes for the Posters and Coasters contest which ended in March and will be announced soon. Winning posters from high school students will be outreached at Clackamas Town Center, on local billboards and within the community. Thousands will see artwork created by teens focused on safe driving. The contest has been held every other year since 2008 and continues to gain momentum and interest.

RECOMMENDATION:

Staff respectfully recommends acceptance of the grant award of \$7,500 from State Farm – Good Neighbor Citizenship program.

Respectfully submitted,

Mike Bezner - Assistant Director of Transportation



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

April 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**A Resolution Approving the Submission of
The Assessor's CAFFA Grant Application for FY 2018-19**

Purpose/Outcome	This resolution is an annual requirement to accompany the application for a grant from the State of Oregon Department of Revenue to the Clackamas County Assessor's Office.
Dollar Amount and Fiscal Impact	The grant provides approximately 18% of the revenue for the Assessor's Office.
Funding Source	The State of Oregon
Duration	Effective July 1, 2018 to June 30, 2019
Previous Board Action/Review	None
Strategic Plan Alignment	Build public trust through good government
Contact Person	Bob Vroman, County Assessor 503-655-8302 Jian Zhang, Finance Department 503-742-5434
Contract No.	None

BACKGROUND:

County Assessment Function Funding Assistance (CAFFA) is a grant from the State of Oregon to Clackamas County Assessor's Office. The grant provides approximately 18% of the revenue for the Assessor's Office. All documents required to be included in the grant application are attached. They include a summary of expense, two staffing reports, two narrative reports, and two work activity forms, Grant Application Resolution and Racial and Ethnic Impact Statement.

The application and accompanying documents must be received in Salem by May 1, 2018, and this material has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners approve this resolution, so that this grant application may be submitted to the state.

Respectfully submitted,
Diane D. Padilla
Budget Manager

In the matter of Approving
the Submission of a Grant
Document to the Oregon
Department of Revenue

Resolution No.

Clackamas County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant, and

WHEREAS, this state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Clackamas County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Clackamas County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$8,738,624 the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance, and

WHEREAS, Clackamas County designates Marc S. Gonzales, Director of Finance, phone number (503)742-5405, as the County contact person for this grant document, and

WHEREAS, The Board finds it would be in the best interest of Clackamas County to adopt this resolution and submit the attached grant documents to the Oregon Department of Revenue.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve that this application be approved and the grant documents be submitted to the Oregon Department of Revenue.

Dated this _____ day of April, 2018

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Form 1 Grant Application Staffing

2018-2019

	Column 1	Column 2	Column 3
County <u>CLACKAMAS</u>	Approved FTE	Budgeted FTE	Change
	current year	coming year	(Column 2
	(2017-18)	(2018-19)	less Column 1)
A. Assessment administration			
Assessor, deputy, etc.	2.00	2.00	0.00
Assmt. support staff, deed clerks and data entry staff	17.50	17.50	0.00
Total assessment administration staff	19.50	19.50	0.00
B. Valuation and appraisal staff			
Chief appraisers/appraiser supervisor	3.00	3.00	0.00
Lead appraisers	5.00	5.00	0.00
Residential appraisers	3.50	3.50	0.00
Commercial/industrial appraisers	4.25	4.25	0.00
Farm/forest/rural appraisers.....	2.75	2.75	0.00
Manufactured structure/floating structure appraisers	1.00	1.00	0.00
Personal property appraisers.....	0.50	0.50	0.00
Personal property clerks.....	2.00	2.00	0.00
Sales data analyst.....	2.00	2.00	0.00
Data gatherers and appraisal techs.....	0.00	0.00	0.00
Total valuation and appraisal staff	24.00	24.00	0.00
C. Board of Property Tax Appeals (BoPTA)	1.00	1.00	0.00
D. Tax collection and distribution administration			
Administration, deputy, etc.....	1.00	1.00	0.00
Support and collection	6.75	6.75	0.00
Tax distribution	1.00	1.00	0.00
Foreclosure and garnishment.....	0.75	0.75	0.00
Total tax collection and distribution	9.50	9.50	0.00
E. Cartography and GIS administration			
Cartographic/GIS supervisor.....	0.00	0.00	0.00
Leadcartographers	1.00	1.00	0.00
Cartographers.....	4.50	4.50	0.00
GIS specialists.....	2.00	2.00	0.00
Total cartographic and GIS staff	7.50	7.50	0.00
F. Dedicated IT services for A&T	2.00	2.00	0.00
G. Total assessment and taxation staffing	63.50	63.50	0.00



Form 2 Explanation of Staffing Issues

2018-2019

County CLACKAMAS

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than those reported on Form 1, Section B, note that here and include the FTE.

We continue to hire a contract Commercial/Industrial Appraiser to handle major appeals, assist with the valuation of more complex properties and consult on market studies. His time is equivalent to .75 FTE and is budgeted at \$77,000 for the 2018-2019 year. As an independent contractor, this resource is not included in the FTE count.

Vacancies continue to be filled but there is always a lag time due to the recruitment process. The department has filled the equivalent of 22% of its total staff positions in the last year.

Temporary help is budgeted at \$60,000 and is used in the following ways: support for personal property processing, document scanning, appraisal data entry and entering diagrams and photos into our appraisal system.

GIS/ORMAP: We continue to provide support and resources to progress toward ORMAPP goals. To date we have retired 2,115 Mylar Maps out of a total of 3,383. Additional in-kind support for the GIS data creation part of the project includes:

1. \$135,000 for the Assessor's office for plat and deed research, tax map conversion and annotation.
2. \$35,000 in General Fund support to supplement the ORMAPP funding contract work.
3. \$5,000 from the County Surveyor's office for collection of section corners and ground control points.
4. \$149,000 from the County Technical Services Department for project management, quality control, data input and survey and deed research.

Form 4

#7 Other Valuation Appraiser Activity: 1.5 FTE is attributed to appraisal time directed to the Proval CAMA system upgrade testing and development, neighborhood boundary maintenance, special projects and outlier analysis. Resource limitations and strong real estate sale activity have impacted the ability to direct additional resources to populate our CAMA system with the commercial/industrial property characteristic data and build income property valuation models to enable valuation and recalculation of these types of property within our system. This remains a strategic goal. Progress has been made capturing commercial, industrial and multi-family diagrams in our CAMA system. The valuation section will complete the update of residential cost factors in our CAMA system. We plan to update the farm cost factor book the following year.

Form 5

#15 Assessment and Taxation is combined under the Assessor.



Form 3 General Comments

2018-2019

County CLACKAMAS

Use this form to describe any issue in your budget that needs further clarification. Examples include significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personnel services, costs for mapping, etc. You can also use this form to document any miscellaneous comments about this grant application.

Our business process continues to focus support to the appraisal staff and we continue to transition to a strategic budget planning process designed to provide more openness, transparency, and deliver more integrated and better services designed to build public trust and that will result in the best allocation of resources. Our appraisers primarily complete field work, make and review value decisions and assist the public on valuation issues. The real estate market, characterized by limited supply, favorable interest rates, an improved economy, in-migration, and strong demand has resulted in a moderate level of appeals at the Board of Property Tax Appeals. A reduced level of resources has been directed toward appeal management allowing reallocation of those resources. The legal complexity of appeals and the complexity of properties under appeal still require participation by County Counsel for representation for Magistrate, Regular Division Tax Court, and Supreme Court cases. The high level of sales activity remains helpful but requires significant appraisal resource to verify sales, research listings, and field inspect property to support appeals, general market analysis and the ratio study.

The volume of real estate sales activity, new construction and other exception events remains strong. Ongoing updates and enhancement to our automated appraisal database has allowed us to monitor our appraisal activity in real time and increase the efficiency of our business practices. We also continue to prioritize resources to outlier sales analysis and are utilizing the online services available to more thoroughly research construction and remodeling activity resulting in the discovery of 850 accounts with value not captured on the assessment roll. Analysis of market areas and neighborhood maintenance remains a high priority process and we continue finalizing new, or modifying some, of our existing market areas for the 2018-2019 year. The capability for more geographic analysis and reporting, including the design and development of special databases and modeling to support valuation decisions, is being explored. Resource limitations and the high level of real estate activity continue to impact the ability to direct additional resources to populate our CAMA system with the commercial/industrial property characteristic data and build income property valuation models to enable valuation and recalculation of these types of properties within our system. This remains a strategic goal. We remain committed to exploring the potential for developing collaborative projects with other departments and jurisdictions that may contribute to more efficient and effective administration of the assessment and tax function. This year's grant request includes \$105,000 as part of the first year acquisition cost for oblique aerial photography and software to be integrated with our CAMA/GIS system. This technology will allow more effective use of appraiser desk time and increase appraiser field time efficiency. The contract will be paid over six years.



Form 4 Valuation and Appraisal Resources

2018-2019

County <u>CLACKAMAS</u>	Number of accounts by activity		Number of FTE by activity	
	Actual (2017-18)	Estimated (2018-19)	Actual (2017-18)	Estimated (2018-19)
Activities				
1. Real property exceptions, special assessments and exemptions				
New construction.....	8,104	8,032	5.00	5.00
Zone changes.....	252	300	0.25	0.25
Subdivisions, segregations, and consolidations..	2,541	2,831	1.75	1.75
Omitted properties	850	900	0.50	0.50
Special assessment qualification and disqualification	430	450	2.00	2.00
Exemptions.....	645	520	0.50	0.50
Subtotal.....	<u>12,822</u>	<u>13,033</u>	<u>10.00</u>	<u>10.00</u>
2. Appeals and assessor review				
Assessor review and stipulations	15	20	0.25	0.25
BOPTA	278	300	3.50	3.50
Department of Revenue.....	1	5	0.25	0.25
Magistrate Division of the Oregon Tax Court.....	43	40	1.75	1.75
Regular Division of the Oregon Tax Court	0	6	0.25	0.25
Subtotal.....	<u>337</u>	<u>371</u>	<u>6.00</u>	<u>6.00</u>
3. Real property valuation				
Physical reappraisal.....	0	3,000	0.50	0.50
Recalculation only—no appraisal review	166,035	164,418	2.25	2.25
Subtotal.....	<u>166,035</u>	<u>167,418</u>	<u>2.75</u>	<u>2.75</u>
4. Business personal property (returns mailed)	<u>11,984</u>	<u>12,005</u>	<u>2.00</u>	<u>2.00</u>
5. Ratio			<u>2.00</u>	<u>2.00</u>
6. Continuing education			<u>0.50</u>	<u>0.50</u>
7. Other valuation—appraisal activity			<u>1.50</u>	<u>1.50</u>
8. Total valuation and appraisal staff (FTE)			<u>24.75</u>	<u>24.75</u>



Form 5 Tax Collection and Distribution Work Activity

2018-2019

County CLACKAMAS

Number of accounts by activity	
Actual (2017-18)	Estimated (2018-19)

1. Number of accounts requiring roll corrections		
Business personal property	106	101
Personal property manufactured structures	15	16
Real property	1,562	1,640
2. Number of accounts requiring a refund		
Business personal property	107	112
Personal property manufactured structures	60	63
Real property	1,372	1,441
3. Number of delinquent tax notices sent		
Business personal property	242	200
Personal property manufactured structures	1,087	1,150
Real property	6,187	6,200
4. Number of foreclosure accounts processed		
Real property only	682	700
5. Number of accounts issued redemption notices		
Real property only	53	60
6. Number of warrants	804	750
7. Number of garnishments.....	0	3
8. Number of seizures	0	0
9. Number of bankruptcies.....	196	200
10. Number of accounts with an address change processed	8,192	8,437
11. How many second trimester statements do you mail?	21,000	
12. How many third trimester statements do you mail?	20,500	
13. Does the county contract for lock box service?.....	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
14. Does the county use in-house remittance processing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. Is tax collecting combined with another county function?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, describe that function on Form 2.		



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2018-2019

County CLACKAMAS

**Assessment and administrative support
work activity**

	<u>Numbers by activity</u>	
	<u>Actual (2017-18)</u>	<u>Estimated (2018-19)</u>
1. Number of deeds worked	<u>17,961</u>	<u>18,859</u>

Cartography work activity

	<u>Numbers by activity</u>	
	<u>Actual (2017-18)</u>	<u>Estimated (2018-19)</u>
1. Number of new tax lots	<u>1,255</u>	<u>1,318</u>
2. Number of lot line adjustments	<u>218</u>	<u>200</u>
3. Number of consolidations	<u>353</u>	<u>316</u>
4. Number of new maps	<u>7</u>	<u>5</u>
5. Number of tax code boundary changes	<u>964</u>	<u>1,950</u>



Form 7 Summary of Expenses

2018-2019

County CLACKAMAS

	A.	B.	C.	D.	E.	F.	
Current operating expenses	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography*	Dedicated IT services for A&T	Totals
1. Personnel services	1,794,555	2,664,096	62,610	823,516	592,418	102,340	6,039,535
2. Materials and services	592,557	952,826	25,341	264,240	218,351	102,125	2,155,440
3. Transportation	0	18,000	0	0	0	0	18,000
4. Total current operating expenses (Total direct expenses)	2,387,112	3,634,922	87,951	1,087,756	810,769	204,465	8,212,975

* Include approved grant funding for ORMAP

Indirect expenses

5. Total direct expenses (line 4)	8,212,975
6. If you use the 5 percent method to calculate your indirect expenses, enter 0.05 in this box.	0.05
Total indirect expenses (line 5 multiplied by line 6)	410,649
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box.....	0.00000
Total indirect expenses (line 6A multiplied by the direct expense amount for the category/categories that your certificate allows)	0
7. Total indirect expenses	410,649

	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	Data Processing Support (IT, AT)	
Capital outlay							Total capital outlay without regard to limitation
8. Enter the actual capital outlay without regard to limitation.	0	115,000	0	0	0	0	115,000
9. Total direct and indirect expenses (sum of lines 4 and 7)							8,623,624
10. Direct and indirect expenses multiplied by 0.06							517,417
11. The greater of line 10 or \$50,000.....							517,417
12. Capital outlay (the lesser of line 8 or line 11)							115,000
13. Total expenditures for CAFFA consideration (sum of lines 4, 7, and 12)							8,738,624

Form 8

Grant Application Resolution

CLACKAMAS County is applying to the Department of Revenue to participate in the County Assessment Function Funding Assessment Program.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

CLACKAMAS County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and all requiring equity and uniformity in the system of property taxation.

CLACKAMAS County agrees to appropriate budgeted dollars based on 100 percent of the expenditures certified in the grant application. The total expenditure amount for consideration in the grant is \$8,738,624. If 100 percent isn't appropriated, no grant shall be made to the county for each quarter in which the county is out of compliance.

The County designates the following individual as the contact for this grant application.

<u>JIM BERNARD</u>	<u>(503) 655-8581</u>	<u>bcc@clackamas.us</u>
Name	Phone	Email

County Approval

By selecting the "I Accept" checkbox, you are signing this Resolution electronically and certifying the Resolution has been approved by the board. You agree your electronic signature is the legal equivalent of your manual signature.

I Accept

Chair/Judge or Appointee	Title	Sign Date
--------------------------	-------	-----------

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
 Persons with Disabilities
 African-Americans
 Hispanics
 Asians or Pacific Islanders
 American Indians
 Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
 Persons with Disabilities
 African-Americans
 Hispanics
 Asians or Pacific Islanders
 American Indians
 Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 16 day of April, 2018, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Printed Name: MARC GONZALES

¹ "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Assessor Dept Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: County Assessment Function Funding Assistance (CAFFA) Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Kathy Bowen
Requestor Contact Information: kathybow@co.clackamas.or.us
Department Fiscal Representative: Jian Zhang
Program Name or Number (please specify): CAFFA Grant
Brief Description of Project:

The Assessment & Taxation Department is a State-mandated service and a shared-State/County service, and is partially funded by a State grant program. It was created in 1989 to reverse a disintegration taking place in the property tax system and to recognize a shared responsibility for statewide uniformity and accuracy in property assessment and taxation. This is generally defined as: maintenance of required real market value on all property, creation of an assessment roll and a tax roll, appraisal of all Measure 50 exceptions completed timely, resolution of appeals in a timely manner and the calculation, collection and distribution of taxes.

Name of Funding (Granting) Agency: Oregon Department of Revenue

Agency's Web Address for Grant Guidelines and Contact Information:
<http://www.oregon.gov/DOR/programs/property/Pages/caffa.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: 03/01/2018 Announcement/Opportunity #: _____ N/A
Grant Category/Title: CAFFA Max Award Value: _____ N/A
Allows Indirect/Rate: Yes Match Requirement: _____ N/A
Application Deadline: 05/01/2018 Other Deadlines: _____
Grant Start Date: 07/01/2018 Other Deadline Description: _____
Grant End Date: 06/30/2019
Completed By: Jian Zhang
Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

Department's mission is to administer state property tax laws, including appraisal, assessment, tax collection and mapping services to property tax payers and taxing districts so they have confidence in the tax system and receive the highest quality customer service.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

Provides funding support

3. What, if any, are the community partners who might be better suited to perform this work?

None. The function is a state mandated service and a State-County shared service

4. What are the objectives of this grant? How will we meet these objectives?

To provide funding support

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Grant contributes to funding of assessment and taxation programs

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes. Appraisers, appraisal, cartographic, and tax collection staff.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

The assessment and tax function requires technology services, GIS, and Board of Property Tax Appeals, County Counsel, and Treasurer support.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

SEE # 2 Above

Reporting Requirements

1. What are the program reporting requirements for this grant?

Grant Application

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Meet Statutory requirements subject to Department of Revenue oversight.

3. What are the fiscal reporting requirements for this grant?

N/A

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

No.

2. What other revenue sources are required? Have they already been secured?

General Fund Department

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Budgeted expenditures identify the resources necessary to maintain assessment & taxation adequacy. If Department of Revenue determines a County's assessment & taxation budget is adequate, it certifies the County to participate in the grant. If the funding is inadequate there is no participation.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Annual Application

5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

All department budget needs and it is limited.

Program Approval:

Name (Typed/Printed)

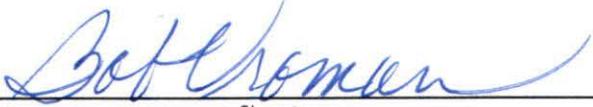
Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Bob Vroman	04/12/2018	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. All grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.

DRAFT

Approval of Previous Business Meeting Minutes:

March 22, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, March 22, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Paul Savas**

**EXCUSED: Commissioner Ken Humberston
Commissioner Martha Schrader**

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard announced the 2nd Public Hearing regarding the School District Boundary change has been withdrawn by the Petitioner, therefore, removed from the agenda. If anyone is here to speak on this item, we will take their testimony under Citizen Communication.

I. CITIZEN COMMUNICATION

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

1. Shana Rogers, Salem – Representing Centennial School District, spoke against the school boundary change.
2. Dr. Paul E. Coakley, Portland – Superintendent of Centennial School District spoke against the school boundary change.
3. Claudia Andrews, Damascus – spoke against the school boundary change.
4. Les Poole, Gladstone – evening meetings, road funding, Bernard's conduct.

~Board Discussion~

II. PUBLIC HEARINGS

1. **Board Order No. 2018-17** Regarding Approval to Allow Mary's Woods at Marylhurst, Inc. to Issue Revenue Bonds in an Amount Not to Exceed \$55,000,000

Nate Boderman, County Counsel presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the Board Order Regarding Approval to Allow Mary's Woods at Marylhurst, Inc. to Issue Revenue Bonds in an Amount Not to exceed \$55,000,000.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

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

2. ~~**REMOVED - Board Order No. _____ for a Boundary Change Petition to Transfer Property from Centennial School District to North Clackamas School District (Stephen Madkour, County Counsel)**~~

III. CONSENT AGENDA

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

MOTION:

Commissioner Fischer: I move we approve the consent agenda.

Commissioner Savas: Second.

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

Commissioner's had questions regarding agenda item C.1.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Chair Humberston: Aye – the Ayes have it, the motion passes 3-0.

A. County Administration

1. Approval of the Master Services Agreement with Ascendant Strategy Management Group LLC, to Provide a Performance Reporting and Community Dashboard System - *Procurement*

B. Department of Transportation & Development

1. Approval of a Contract with Baker Rock Crushing, Co. for Aggregate Base Rock Delivered to Barton Stockpile - *Procurement*

C. Business & Community Services

1. Approval of an Agreement of Support with Clackamas County Business Alliance in the Accomplishment of its Mission to Promote Economic Growth and Activity within the County and Clackamas County-Based Businesses

D. Elected Officials

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

E. Disaster Management

1. Approval of FY2017 Emergency Management Performance Grant Amendment No. 1 between Clackamas County and the State of Oregon

F. Technology Services

1. Approval of an Amendment to the Intergovernmental Agreement between Clackamas Broadband eXchange and the City of Oregon City for an Additional Site for Dark Fiber Connection

G. Tourism and Cultural Affairs

1. Approval of Lease with Blackhawk, LLC for Clackamas County Tourism and Cultural Affairs Office Space

H. Health, Housing & Human Services

1. Approval of Federal Lands Access Program Match Amendment with Federal Highway Administration for Mt Hood Express Bus Service in the Mt Hood Communities

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

April 16, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to add 9 additional fiber connections to the Intergovernmental Agreement between
Clackamas Broadband eXchange and the North Clackamas School District

Purpose/Outcomes	CBX is looking for approval to add 9 additional dark fiber connections with the North Clackamas School District.
Dollar Amount and Fiscal Impact for CBX	North Clackamas School District will pay a non-recurring fee of \$42,230.00 for the new fiber construction. The North Clackamas School District will pay a recurring lease fee of \$27,540.00 annually for the 9 new dark fiber connections.
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 North Clackamas School District.
Duration	Effective upon signature by the board, this Intergovernmental Agreement is in effect for 10 years with automatic 1 year renewals after the initial 10 years.
Previous Board Action	Board previously approved CBX to build and maintain dark fiber connections for the North Clackamas School District.
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 to build new fiber lateral's to extend the CBX network so that 9 new dark fiber connections can be made for the North Clackamas School District.

This amendment agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to amend this Intergovernmental Agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the North Clackamas School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas School District

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to North Clackamas School District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.

- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated with 90 days' notice as herein provided, this agreement shall continue through June 30, 2027, and shall thereafter be automatically renewed for successive one-year renewal terms at the County's then-current rate schedule.

6. **Rates**

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. **Payment Options**

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the

provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer,

or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

[Name or Title of Individual]
[Customer]
[Address]
[City and Zip Code]
[Fax Number]

Patricia George
North Clackamas SD
14211 SE Johnson Rd.
Milwaukie, OR 97222

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER, BY AND THROUGH A SEPARATE SUBORDINANT DEPARTMENT, DIVISION OR BUREAU, ARE PARTIES TO SEPARATE SERVICE LEVEL AGREEMENTS DATED January 18th 2012, February 21st 2013, May 12th 2016 and May 11th 2017. WITH THE EXCEPTION OF THE AGREEMENT OR AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SPECIFIC SUBJECT MATTER OF

THIS CONTRACT AFFECTING THE CONNECTIONS IDENTIFIED IN APPENDIX A. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name (print or type): _____

Title: _____

Date: _____

Customer

_____ North Clackamas School District

By (signature):  _____

Name (print or type): Patricia George

Title: Executive Director - Technology & Information Services

Date: April 13, 2018

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Site Name & Address)	To (Site Name & Address)	Service	Monthly Rate (\$)
1	North Clackamas School District Transportation Facility 15628 SE 102 nd Ave, Clackamas, OR 97015	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (north route)	\$255.00
2	North Clackamas School District Transportation Facility 15628 SE 102 nd Ave, Clackamas, OR 97015	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
3	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
4	New Urban High School 1901 SE Oak Grove Blvd. Milwaukie, Oregon 97267	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
5	North Clackamas Physical Plant 12451 SE Fuller Rd. Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
6	Campbell Elementary 11326 SE 47 th Ave Milwaukie, OR 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00

7	Oak Grove Elementary School 2150 SE Torbank Rd. Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
8	Linwood Elementary School 11909 SE Linwood Ave. Milwaukie, Oregon 97222	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00
9	Riverside Elementary School 16303 SE River Rd. Milwaukie, Oregon 97267	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	One Pair (two) dark fibers (south route)	\$255.00

5. **Nonrecurring Charges**

	From (Site Name & Address)	To (Site Name & Address)	Service	Amount (\$)
1	North Clackamas School District Transportation Facility 15628 SE 102 nd Ave, Clackamas, OR 97015	Sabin Tech Center 14211 SE Johnson Rd. Milwaukie, Oregon 97267	Construction	\$20,385.00
2	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Sabin Tech Center (Southern Route) 14211 SE Johnson Rd. Milwaukie, Oregon 97267	Construction	\$0
3	Milwaukie High School 11300 SE 23rd Ave. Milwaukie, Oregon 97222	Milwaukie High School 11300 SE 23rd Ave. Milwaukie, Oregon 97222 (new fiber entrance)	Construction	\$21,845.00

6. **Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. **Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
 - b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
 - c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
 - d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
 - e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.
5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

April 17, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to add an additional fiber connection to the Intergovernmental Agreement between
Clackamas Broadband eXchange and the Oregon City School District

Purpose/Outcomes	CBX is looking for approval to add an additional dark fiber connection with the Oregon City School District.
Dollar Amount and Fiscal Impact for CBX	Oregon City School District will pay a non-recurring fee of \$68,600.00 for the new fiber construction. The Oregon City School District will pay a recurring lease fee of \$6,060.00 annually for the new dark fiber connection.
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 Oregon City School District.
Duration	Effective upon signature by the board, this Intergovernmental Agreement is in effect until June 30 th of 2020.
Previous Board Action	Board previously approved CBX to build and maintain dark fiber connections for the City of Oregon City.
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 to build new fiber lateral's to extend the CBX network so that a new dark fiber connection can be made for the Oregon City School District to connect the Redland School.

This amendment agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to amend this Intergovernmental Agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the Oregon City School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Oregon City School District

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Oregon City School District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated with 90 days' notice as herein provided, this agreement shall continue through June 30, 2020.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Semi-Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct

maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

b. "Taxes" include, but are not limited to, business and occupation, commercial,

district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

[Name or Title of Individual]
[Customer]
[Address]
[City and Zip Code]
[Fax Number]

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THE COUNTY AND THE CUSTOMER ARE PARTIES TO SERVICE LEVEL AGREEMENTS DATED May 14th 2012, June 3rd 2013 and June 26th 2017. WITH THE EXCEPTION OF THE AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

_____ Oregon City School District _____

By (signature): Susan Dodd

Name (print): Susan Dodd

Title: CFO

Date: 4-17-10



APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Redland Elementary 18131 S Redland Rd Oregon City, OR 97267 (thru Clear Creek)	One Pair (two) dark fibers	\$505.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Redland Elementary 18131 S Redland Rd Oregon City, OR 97267 (thru Clear Creek)	Construction	\$65,000.00
2	Clackamas ESD 13455 SE 97 th Ave Clackamas, OR 97015	Additional Splicing to re-route all Oregon City schools to Clackamas ESD	Construction	\$3,600.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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