

AGENDA – *Revised

Removed consent items A. 3 & 5 for further staff review.
Added consent item VI.1 (NCPRD)

Thursday, July 28, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-73

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Board Order No. _____ Boundary Change Proposal CL 16-003 – Annexation to Clackamas County Rural Fire Protection District No. 1 (Ken Martin, Boundary Change Consultant and Chris Storey, County Counsel)
2. First Reading of Ordinance No. _____ for Proposed Amendments to the Clackamas County Code (Stephen Madkour, County Counsel)

III. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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 a Subrecipient Agreement with Northwest Family Service for PreventNet Community Schools, Urban - Children, Youth & Families
2. Approval of a Agency Service Contract with LifeWorks Northwest for Family Stepping Stones Relief Nursery – Children, Youth & Families
- *3. **REMOVED** - Approval of an Agency Service Contract Amendment with Northwest Family Services for In-Home Safety and Reunification Services – Children, Youth & Families
4. Approval of an Agency Service Contract Amendment with Northwest Family Services for Strengthening Preserving and Reunifying Family Services – Children, Youth & Families
- *5. **REMOVED** - Approval of an Agency Service Contract Amendment with Family Skill Builders for In-Home Safety and Reunification Services – Children, Youth & Families

B. Department of Transportation & Development

1. Approval of a Cooperative Improvement agreement No. 30972 with Oregon Department of Transportation for the Highway Safety Improvement Program (HSIP) Region 1 Rural Safety Improvements
2. Approval of Amendment No. 1 to the Intergovernmental Agreement between TriMet, Clackamas County and the North Clackamas Parks & Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services
3. Approval of a Contact with Eagle-Elsner, Inc. for the Canby Paving Package – Procurement
4. Approval of a Contract with Jim Turin and Sons, Inc. for the Lusted Road Paving Package - Procurement

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Administration

1. Resolution No. _____ Amending, Appendix A of Resolution No. 2016-53 (Fee Schedule) Regrading FY 2016-2017 Changed Fee for Clackamas County

E. Business & Community Services

1. Resolution No. _____ Designating an Electronic Commerce Overlay for the North Urban Clackamas county Enterprise Zone

IV. DEVELOPMENT AGENCY

1. Approval of a Contract Amendment with Tapani, Inc. for the SE Bell Ave. Improvement Project Phase 2 - Procurement

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of an Intergovernmental Agreement between Tri-City Service District and the City of Salem for Generated Waste Stream Disposal

***VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

- *1. Approval of Amendment No. 1 to the Intergovernmental Agreement between TriMet, Clackamas County, and the North Clackamas Parks & Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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



July 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Annexation to Clackamas County
Rural Fire Protection District # 1

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
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	Ensure safe, healthy and secure communities
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The Board of County Commissioners (“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 rural fire protection district. Clackamas County Rural Fire Protection District # 1 (“Clackamas Fire # 1”) is such a district.

Proposal No. CL 16-003 is a proposed annexation to Clackamas Fire # 1. The territory proposed to be annexed is the entire area currently contained within Boring Rural Fire Protection District #59 (“Boring Fire”). Simultaneously with receipt of the proposed annexation petition, the Board received notice that Boring Fire has initiated dissolution proceedings. The Boring Fire board has made “findings of fact” as required by ORS 198.925 and the dissolution measure will be voted upon on November 8, 2016. The annexation of the territory within Boring Fire cannot take place until, and is proposed to be contingent upon and effective after, the Boring Fire dissolution is complete as subsequently described.

State statute requires 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 ten

notices in/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 of the area to be annexed.

This proposal was initiated by a resolution of the Clackamas Fire # 1 board. The resolution meets the requirement for initiation set forth in ORS 198.850 (3) and ORS 198.750 (section of statute which specifies contents of petition). If the Board approves the proposal, the boundary change will not become effective unless and until the dissolution of the Boring Fire is approved by voters.

The territory to be annexed is located generally on the eastern edge of Clackamas Fire # 1. The territory contains 59.1 square miles, a population of approximately 20,000 and is valued at \$1,803,284,019. A portion of the area is within the City of Damascus. If any part of an annexation to a district is within a city, the city must consent to the inclusion. On June 20th, the City of Damascus consented to inclusion of their territorial boundaries within the proposed annexation area.

REASON FOR ANNEXATION

This annexation represents the second step in a process to eliminate Boring Fire. On July 1, 2014, Boring Fire and Clackamas Fire # 1 entered an agreement by which Boring Fire contracts for services with Clackamas Fire # 1, including designating the Clackamas Fire # 1 Chief as the fire chief for Boring Fire. The operations of the two districts have become deeply integrated. Subsequently the two Boards have determined that it would be in the best interests of the resident taxpayers to take the next step of dissolving Boring Fire and annexing the territory to Clackamas Fire # 1.

These actions will require three votes by the affected constituents. They are:

1. The first vote, called by Boring Fire, will be on the question of dissolution. The passage of the dissolution will be a precondition to the effectiveness of the annexation, even if otherwise approved by the voters.
2. The second vote, called by Clackamas Fire # 1, will be on the question to their current taxpayers on whether or not to allow this proposed annexation to occur, as required by ORS 198.855.
3. The third vote, called by the Board at the conclusion of this process (if the boundary proposal is approved), would be in the proposed annexation area representing the current boundaries of Boring Fire on the question of whether or not said residents desire to annex into Clackamas Fire # 1. Because a result of the annexation would be a new permanent tax rate being imposed by Clackamas Fire # 1 on the former Boring Fire territory, an election on the annexation is required and must be held on November 8, 2016 (ORS 198.815 (1) & (2)).¹

With respect to the Boring Fire dissolution process, the next step is for the district board to file the findings and a plan of dissolution and call an election which will be set for November 8, 2016. The votes will be canvassed and if the dissolution is approved the Boring Fire board will constitute a board of trustees which must "dispose of the property of the district" and settle its

¹ The current (2015-16) tax rate for Clackamas Fire # 1 is \$2.4951 per \$1,000 Assessed Value (A.V.) and for Boring Fire it is \$2.3771 per \$1,000 A.V.

affairs (ORS 198.945 (1) and (2)). When that is done the board of trustees will execute a statement under oath which is filed with the County Clerk. "From the date of the statement, the corporate existence of the district is terminated." ORS 198.945 (2).

The process of this current annexation proposal is as follows. After initiation of the annexation of the territory to Clackamas R.F.P.D. # 1, a hearing is held by the County Board. At this hearing the Board will consider proposed findings of fact, certain statutory criteria, and public testimony. That is the hearing being held and described pursuant to this staff report on July 28th. If the annexation proposal is approved after such deliberation, an election is ordered by the County on the question. It is the responsibility of the two respective fire districts to call the other relevant elections. All three measures must pass for the annexation to go into effect. If the annexation is approved in both elections and following the final voter approval of the Boring dissolution, the County Board enters an order approving the annexation.

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."

The Plan is considered in the section below. As described above there is a comprehensive agreement for service in place between Boring Fire and Clackamas Fire # 1. A copy of that agreement should be considered as a part of the record on this proposal and will be provided upon request.

LAND USE PLANNING

COUNTY PLANNING

The area to be annexed consists primarily of rural lands but includes some areas within the Regional Urban Growth Boundary.

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

POLICIES

Support a sufficient level of fire safety and prevention in all areas of the County in order to minimize the risk of fire damage to the life and property of all residents.

FACILITIES AND SERVICES

Sewer. Sewer service in the area to be annexed is provided primarily by individual septic systems.

Water. The Boring Water District and the Sunrise Water Authority provide water service to portions of the area to be annexed and many dwellings are served by individual wells.

Police Service. The area receives police service from the Clackamas County Sheriff's Department.

Fire. The territory is adjacent to Clackamas County R.F.P.D. # 1 on the west, Multnomah County R.F.P.D. # 10 on the north, Sandy R.F.P.D. # 72 on the east and Estacada R.F.P.D on the south.

Clack. Co. R.F.P.D # 1 is already providing a satisfactory level of service to the area via the intergovernmental agreement established in 2014.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-16-003, annexation to Clackamas County Fire # 1.

Respectfully submitted,

Chris Storey
Assistant County Counsel

This matter coming before the Board at this time, and it appearing that the Clackamas County Rural Fire Protection District # 1 (“Clackamas Fire # 1”) Board of Directors have adopted a resolution initiating the annexation of territory to Clackamas Fire #1 that consists of all territory currently within Boring Rural Fire Protection District # 59 (“Boring Fire”);

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

WHEREAS, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report; and

WHEREAS, it further appearing that that this annexation is being pursued in conjunction with a dissolution of Boring Fire and that the annexation within Boring Fire cannot be completed, and is proposed to be effective after, the Boring Fire dissolution is complete;

WHEREAS, it further appearing that because a result of the annexation would be a new permanent tax rate being imposed on the former Boring Fire territory, an election on the annexation is required and must be held on November 8, 2016;

WHEREAS, it further appearing that the County Board is required to order the Board of Clackamas Fire # 1 to hold an election within the District on the question of the annexation;

WHEREAS, it further appearing that this matter came before the Board for public hearing on July 28, 2016;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 16-003 is initially approved for the reasons stated in attached Exhibit A and that the territory described in Exhibit B and depicted on Exhibit C (the “Annexation Area”) be further processed as described below.

AND ORDERED FURTHER that an election shall be held within the Annexation Area on November 8, 2016, and that staff is directed to take all necessary steps and filings to effectuate the same.

AND ORDERED FURTHER that Clackamas Fire # 1 shall call an election in the District on this annexation proposal also to be held on November 8, 2016.

AND ORDERED FURTHER that the proposed annexation is explicitly contingent upon (i) voter approval of the dissolution of the Boring Fire district by residents of such district,

In the Matter of Approving
Boundary Change Proposal
No. CL 16-003

Order No.
Page 2 of 2

(ii) voter approval of the annexation of the Annexation Area as required by this Order, and (iii) voter approval of the annexation by voters of Clackamas Fire #1 pursuant to the election to be ordered by the Clackamas Fire #1 Board. If all three voter approvals are received, this Board shall subsequently enter an order of annexation after the dissolution of the Boring Fire district is complete as required by ORS 198, which may be at a time period beyond the normal election certification period.

DATED this 28th day of July, 2016

BOARD OF COMMISSIONERS

Chair

Recording Secretary

FINDINGS

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

1. This proposal was initiated by a resolution of the Clackamas Fire # 1 board. The resolution meets the requirement for initiation set forth in ORS 198.850 (3) and ORS 198.750 (section of statute which specifies contents of petition). If the Board approves the proposal, the boundary change will not become effective unless and until the dissolution of the Boring Fire is approved by voters.
2. The territory to be annexed contains 59.1 square miles, a population of approximately 20,000 and is valued at \$1,803,284,019.
3. A portion of the area is within the City of Damascus. If any part of an annexation to a district is within a city, the city must consent to the inclusion. On June 20th, the City of Damascus consented to inclusion of their territorial boundaries within the proposed annexation area.
4. This annexation represents the second step in a process to eliminate Boring Fire. On July 1, 2014, Boring Fire and Clackamas Fire # 1 entered an agreement by which Boring Fire contracts for services with Clackamas Fire # 1, including designating the Clackamas Fire # 1 Chief as the fire chief for Boring Fire. The operations of the two districts have become deeply integrated. Subsequently the two Boards have determined that it would be in the best interests of the resident taxpayers to take the next step of dissolving Boring Fire and annexing the territory to Clackamas Fire # 1.

These actions will require three votes by the affected constituents. They are:

1. The first vote, called by Boring Fire, will be on the question of dissolution. The passage of the dissolution will be a precondition to the effectiveness of the annexation, even if otherwise approved by the voters.
2. The second vote, called by Clackamas Fire # 1, will be on the question to their current taxpayers on whether or not to allow this proposed annexation to occur, as required by ORS 198.855.
3. The third vote, called by the Board at the conclusion of this process (if the boundary proposal is approved), would be in the proposed annexation area representing the current boundaries of Boring Fire on the question of whether or not said residents desire to annex into Clackamas Fire # 1. Because a result of the annexation would be a new permanent tax rate being imposed by Clackamas Fire # 1 on the former Boring Fire territory, an election on the annexation is required and must be held on November 8, 2016 (ORS 198.815 (1) & (2)).

With respect to the Boring Fire dissolution process, the next step is for the district board

to file the findings and a plan of dissolution and call an election which will be set for November 8, 2016. The votes will be canvassed and if the dissolution is approved the Boring Fire board will constitute a board of trustees which must “dispose of the property of the district” and settle its affairs (ORS 198.945 (1) and (2)). When that is done the board of trustees will execute a statement under oath which is filed with the County Clerk. “From the date of the statement, the corporate existence of the district is terminated.” ORS 198.945 (2).

5. The Board is required to hold a hearing on this annexation, to consider proposed findings of fact, certain statutory criteria, and public testimony and make a decision. If the annexation proposal is approved after such deliberation, an election is ordered by the County on the question. It is the responsibility of the two respective fire districts to call the other relevant elections. All three measures must pass for the annexation to go into effect. If the annexation is approved in both elections and following the final approval of the Boring dissolution, the County Board enters an order approving the annexation.
6. 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.”

The Plan is considered in the Finding below. As described in Finding No. 4 above there is a comprehensive agreement for service in place between Boring Fire and Clackamas Fire # 1. Under the agreement Clackamas Fire # 1 provides fire protection, fire prevention and emergency medical services to Boring Fire according to detailed Service Level Criteria jointly agreed to by the two districts. All Boring personnel are transferred to Clackamas Fire # 1 and Clackamas Fire # 1 takes over use and maintenance responsibilities for Boring Fire’s stations and equipment. Sections 1 and 10 of the Agreement specifically anticipate, and encourage consideration of, “legal integration” of the two districts.

7. The area to be annexed consists primarily of rural lands but includes some areas within the Regional Urban Growth Boundary.

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

POLICIES

Support a sufficient level of fire safety and prevention in all areas of the County in order to minimize the risk of fire damage to the life and property of all residents.

8. Sewer service in the area to be annexed is provided primarily by individual septic systems.

9. The Boring Water District and the Sunrise Water Authority provide water service to portions of the area to be annexed and many dwellings are served by individual wells.
10. The area receives police service from the Clackamas County Sheriff's Department.
11. The territory is adjacent to Clackamas County R.F.P.D. # 1 on the west, Multnomah County R.F.P.D. # 10 on the north, Sandy R.F.P.D. # 72 on the east and Estacada R.F.P.D on the south. Clack. Co. R.F.P.D # 1 is already providing a satisfactory level of service to the area via the intergovernmental agreement established in 2014.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. ORS 198 requires the Board to consider the applicable local comprehensive plan and any service agreements affecting the area. The local comprehensive plan was considered as noted in Finding No. 7 above. Since Clackamas Fire # 1 and Boring Fire are already physically integrated, the level of service will be essentially the same as is currently being provided under the contract between the two districts. The two districts' support for this action (the annexation) and the pending Boring Fire dissolution, can be seen as acceptance that a "sufficient level of service" will be provided to the affected area as a result of the approval of both proposals. Therefore the proposed action appears to be consistent with the applicable section of the County Comprehensive Plan.
2. As noted in Findings 4 and 6 there is a "service agreement executed between a local government and the affected district." That agreement provides adequate fire services to the area and actually anticipates and encourages the action which is being accomplished by this current annexation proposal.

Exhibit B

Proposal No. CL-16-003

LEGAL DESCRIPTION

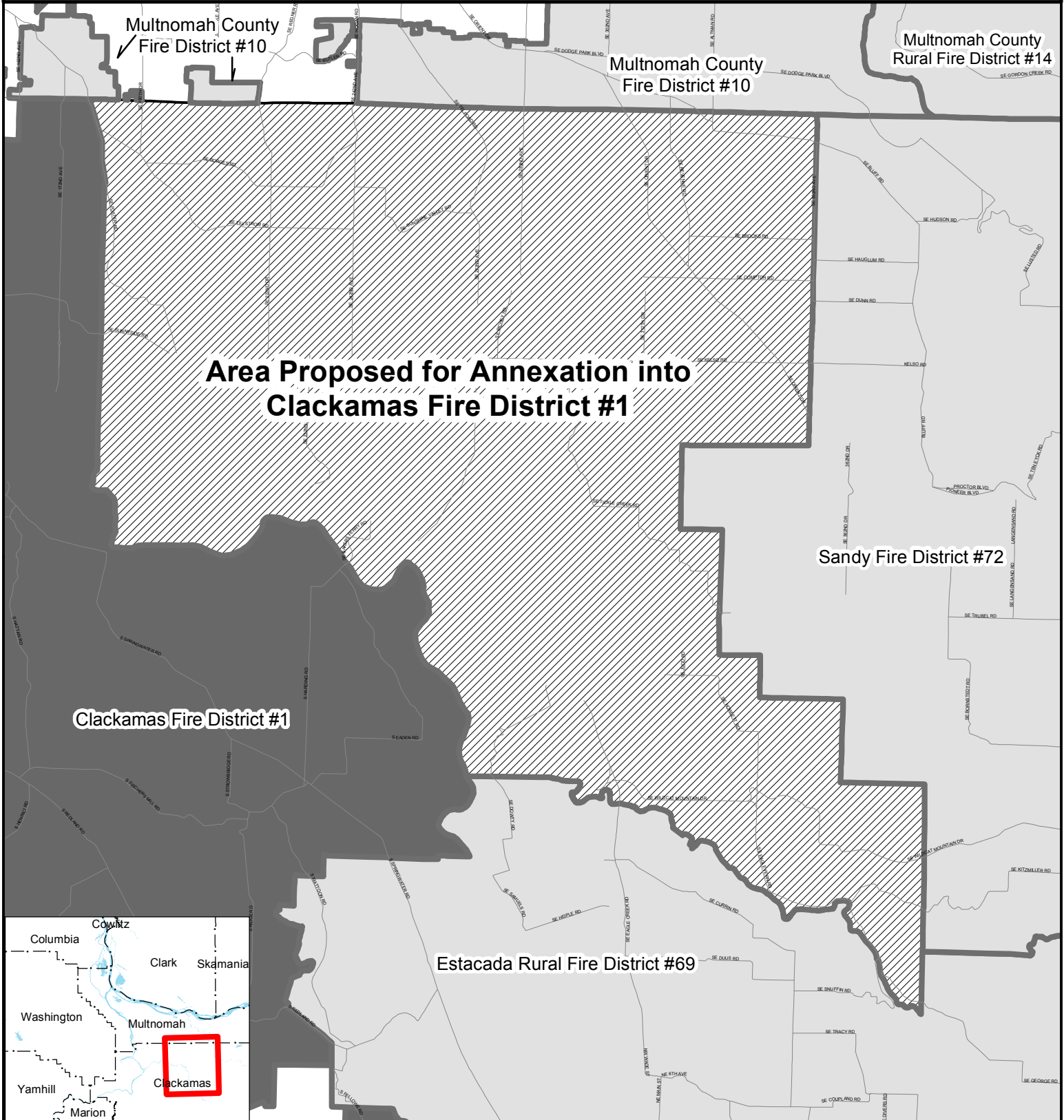
The entirety of the Boring Rural Fire Protection District No. 59 (located in Clackamas County, Oregon) as that boundary existed on June 1, 2016.

Proposal No. CL16-003

1S3E, 1S4E, 2S3E, 2S4E, 3S4E

Annexation to Clackamas Fire District #1

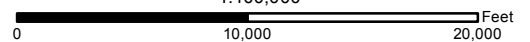
Clackamas County



Research Center
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742
<http://www.oregonmetro.gov/drc>



1:100,000



The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

July 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

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

First Reading of Proposed Amendments
to the Clackamas County Code

Purpose/Outcomes	Conduct public hearing of proposed amendments to County Code
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	The Board was presented with the amendments at its July 18, 2016 policy session.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Stephen L. Madkour, County Counsel
Contract No.	Not Applicable

BACKGROUND:

Pursuant to County Code Chapter 1.01.100, the County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Counsel as necessary or appropriate.

The Code Update Committee has approved several proposed changes to the County Code for Board consideration on a variety of topics. They include:

Building Code Administration: Clackamas County administers the State of Oregon building code, which is made up of various specialty codes covering all aspects of buildings and construction. Over time, new specialty codes are added, references to the certain specialty codes change, and the names and titles of the specialty code change altogether. The amendments to Chapter 9.02 will update the County Code to include the most up to date references to the State Building Code, which includes correct references to all of the respective specialty codes. The proposed amendments are attached.

Chronic Nuisance: Provides for clearer and more comprehensive approaches to chronic nuisance complaints by revising Chapter 6.08. This will allow County staff to better respond to citizen issues. The proposed amendments are attached.

Employment Updates: The proposed amendments are attached. The Code Update Committee has identified the inclusion of many employment provisions in the County Code as an inefficient approach. A work plan is being developed to provide for the removal of the provisions from the County Code and inclusion in a more accessible document to be created by County Counsel, County Administration and the Department of Employee Services.

Proposed changes to County Code 2.05 and 2.14:

- Remove County Surveyor from employment contract and removed unrepresented positions in the County Justice Court from the unclassified service (2.05.040.3; 2.14)
- Remove references to Board of County Commissioners and replace with County Administrator in the classification provisions (2.05.050)
- Remove references to County Administrator and replace with Department Director; revise language regarding salary grade adjustments, in the compensation provisions (2.05.060)

LCRB Rules Update: The Board and County Administration has requested a more permanent means for allowing the County Administrator to act on the Board's behalf during extended recesses, such as the traditional August and Christmas breaks. The Code Committee has also received requests for certain job titles to be authorized under the Local Contract Review Board ("LCRB") rules for delegated signing authority. The proposed amendments, attached, provide for both. A more complete update and revision of the LCRB rules is part of the Code Update Committee work plan over the next year.

Solid Waste Commission Bylaws: Recently, PGA worked with various boards and committees in the County to update the bylaws governing each entity. During this process, it was discovered that the bylaws for the Solid Waste Commission were contained in the County Code in Chapter 10.03. As part of PGA bylaw update process, the solid waste commission adopted a stand-alone bylaw document that incorporated, and expanded upon, many of the provisions currently found in Chapter 10.03. The BCC reviewed the new bylaws at its recent Policy Session on May 24, 2016. The revisions proposed to 10.03.090 -.110 will eliminate redundancies with the new bylaws, and remove unnecessary provisions from the County Code. The proposed amendments are attached.

RECOMMENDATION:

Staff recommends the Board conduct a public hearing and first reading of the proposed ordinances.

Respectfully submitted,

Stephen L. Madkour
County Counsel

Chapter 10.03

10.03 SOLID WASTE AND WASTES MANAGEMENT

10.03.010 Coverage Of Chapter

This chapter shall govern the collection, storage, transportation, and disposal of all solid waste and wastes. It shall also govern recycling, resource recovery, reuse and utilization of solid waste and wastes by franchisees and permittees. It shall govern solid waste management. It creates a program by which persons can be lawfully franchised to collect solid waste and wastes or operate a Disposal Site or Transfer Station, and which provides for franchisees or permittees to engage in recycling, resource recovery, or utilization of solid waste and wastes. No person shall collect solid waste or wastes or recyclable materials or operate a Disposal Site or Transfer Station for compensation or engage in recycling, resource recovery, or utilization of solid waste and wastes or recyclable materials except as provided for by this chapter or the Recycling License chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.020 Purpose and Policy

- A. To protect the health, safety, and welfare of the people of Clackamas County and to provide a coordinated program on accumulation, collection, and disposal of solid waste and wastes and recyclable materials, it is declared to be the policy of Clackamas County to regulate the accumulation, collection, and disposal of solid waste and wastes; the recycling resource recovery and utilization of recyclable materials; and the creation and operation of disposal sites and transfer stations to:
1. Provide for safe and sanitary accumulation, storage, collection, transportation, and disposal of solid waste and wastes and recyclable materials. To accomplish this and other purposes of this chapter, it is the policy of the County and the intent of this chapter that all solid waste and wastes, including materials involved in recycling, resource recovery, reuse and utilization, be collected and transported by those persons holding a collection franchise under this chapter, or by their subcontractors under 10.03.30 A (59) of this chapter, or by those organizations or corporations holding a permit under this chapter, or by a licensee holding a license under the Recycling License Chapter.
 2. Provide for a coordinated solid waste and wastes and recycling collection and disposal program with cities within Clackamas County so as to benefit all citizens of the County.
 3. Provide the opportunity to recycle for every person in Clackamas County.
 4. Provide for a recycling education, promotion and notification program on the reasons for recycling, recycling awareness and how to recycle.

5. Promote application of recycling systems by preventing or reducing at the source, materials which otherwise would constitute solid waste, thereby preserving and enhancing the quality of air, water and land resources.
6. Reduce the amount of solid waste generated; to reuse material for the purpose for which it was originally intended; and to recycle material that cannot be reused.
7. Provide a coordinated countywide program of control of solid waste and wastes and recyclable materials in cooperation with city, regional, Metropolitan Service District, state, and federal programs.
8. Provide for, and encourage research, studies, surveys, and demonstration projects on developing more sanitary, efficient and economical solid waste and wastes and recyclable materials collection and disposal systems and programs.
9. Develop a long-range plan to provide adequate disposal sites and disposal facilities to meet future demands.
10. Provide for cooperation and agreements between Clackamas County, the Metropolitan Service District and other counties involving joint or regional franchising, licensing or permitting of solid waste and wastes disposal; provide for recycling, resource recovery, or utilization of recyclable and solid waste or wastes; and provide for recycling and solid waste and wastes management.
11. Reduce use of highways and roads and encourage highway safety by reducing unnecessary traffic in connection with solid waste and wastes and recyclables in order to encourage economic and efficient collection of same and to reduce wasteful use of fuel, equipment and capital by providing a franchised, licensed and/or permitted collection system.
12. Prohibit the accumulation of solid waste and wastes on private property when such accumulation creates a public nuisance, a health or safety hazard, or a condition of unsightliness and to provide for abatement of the same.
13. Prevent theft or vandalism of source-separated recyclable materials in order to preserve the economic viability of collection, transportation, disposal, storage or utilization of recyclables.
14. Prevent the unauthorized collection, transportation, disposal, storage, reuse or utilization of solid waste or wastes or recyclables.

[Codified by Ord. 05-2000, 7/13/00]

10.03.030 Definitions

- A. For the purpose of this chapter, words used in the present tense include the future; the singular number, includes the plural; the word "shall" is mandatory and not directory; and the term "this chapter" shall be deemed to include all amendments hereafter made to this chapter. The definitions applicable to this chapter are:
 1. BOARD means Board of County Commissioners for Clackamas County.
 2. BUSINESS: any entity of one or more persons, corporate or otherwise, engaged in commercial, professional, charitable, political, industrial, educational, or other activity that is non-residential in nature, including public bodies.
 3. CERTIFICATE means permission granted in writing by the Director to operate a Compactor/Train Waste Management System at a multi-family development subject to the criteria to establish said system as required by this chapter.

4. COLLECTION SERVICE means the collection, transportation, storage, or disposal, of solid waste or wastes for compensation, solid waste management and utilization as defined in this chapter, and reuse or recycling of recyclable materials.
5. COLLECTION SERVICE FRANCHISE means the Franchise issued for collection service.
6. COLLECTION SERVICE FRANCHISEE means the person to whom a Collection Service Franchise is granted by the Board.
7. COLLECTION VEHICLE means any vehicle used to collect or transport solid waste or wastes or recyclables.
8. COMMISSION means the solid waste and wastes Disposal Commission established by this chapter hereinafter referred to as the solid waste Commission.
9. COMPACTOR means any self-contained, power-driven, mechanical equipment designed for the containment and compaction of solid waste or wastes or recyclable materials.
10. COMPENSATION includes any type of consideration paid for service including, but not limited to, rent, the sale of recyclable materials, and any other direct or indirect provisions for payment of money, goods, or benefits by tenants, members, licensees, or similar persons. It shall also include any exchange of services, including the hauling of solid waste and wastes. Compensation includes the flow of consideration from the person owning or possessing the solid waste or wastes to the person collecting, storing, transporting, or disposing of solid waste or wastes.
11. COMPOST means the end product resulting from composting, commonly known as humus or soil amendments.
12. COMPOSTING means a controlled biological decay of organic waste where moisture, heat, bacteria, earthworms and microorganisms found in nature transforms the organic waste into compost in a manner which does not create offensive odors, a health or safety hazard, or a condition of unsightliness.
13. CONTAINER means a receptacle, one (1) cubic yard or larger in size, used to store solid waste or wastes or recyclable material, but not a drop box or compactor.
14. COUNTY ROAD means shall mean a public road under the jurisdiction of Clackamas County that has been designated as a County road pursuant to ORS 368.016.
15. CURBSIDE or ROADSIDE means a location within three (3) feet of a County Road, Public Access Road, State Road or Federal Road. This does not allow the garbage or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet has said road or roads. For residences on “Flag Lots”, private roads, or driveways, “Curbside or Roadside” shall be the point where the private road or driveway intersects a County Road, Public Access Road, State Road or Federal Road.
16. DEPARTMENT means the State of Oregon Department of Environmental Quality, cited as D.E.Q.
17. DIRECTOR means The Director of the Department of Transportation and Development of Clackamas County, or his/her authorized representative.

18. DISPOSE OR DISPOSAL includes accumulations, storage, collection, transportation and disposal of solid waste and wastes or recyclable materials.
19. DISPOSAL FRANCHISE means a franchise to create or maintain a disposal site.
20. DISPOSAL SITE means any land and facilities used for the disposal, handling or transfer of, or resource recovery from, solid waste and wastes including but not limited to dumps, landfills, sanitary landfills and composting plants, but does not include a landfill site which is not used by the public either directly or through a service and which is used by the owner or tenant thereof to dispose of soil, rock, or nonputrescible industrial waste products resulting from the process of manufacturing.
21. DROP BOX means a single container designed for the storage and collection of large volumes of solid waste or wastes or recyclable materials, which is usually ten (10) cubic yards or larger in size, and provides for transportation of large volumes of solid waste or wastes or recyclable materials and is transported to a disposal site for transfer, land-filling, recycling, materials recovery or utilization and then emptied, and returned to either its original location or some other location.
22. EQC means the Environmental Quality Commission of Oregon, cited as EQC.
23. ENERGY RECOVERY means recovery of all energy forms from any part of solid waste or wastes materials.
24. EXCHANGE means a mutual act of giving or taking of one item or service for another. This includes any transaction into which money enters either as the consideration or as a basis of measure.
25. FAIR MARKET VALUE means the cash price (or its equivalent in terms of savings on collection and disposal fees) that is at least equal to the cost of collection and disposal of a recyclable material or group of recyclable materials, that would be purchased or exchanged between the collector of said recyclable material or group of recyclable materials and the generator of said recyclable material or group of recyclable materials. Collection includes type, frequency, condition and extent of collection service, together with education and promotion for said service.
26. FAIR MARKET VALUE EXEMPTION means the exemption set forth under ORS 459A.075 wherein a source-separated recyclable material must be purchased from the generator, or exchanged between the generator and the franchisee or licensee with a resulting measurable savings in solid waste collection or disposal cost to the generator, in order to qualify for the exemption.
27. FRANCHISE means a franchise granting the right and responsibility to provide collection service, a disposal site, or a transfer station pursuant to Section 10.03.140 of this chapter.
28. HEALTH OFFICER shall mean the Health Officer of Clackamas County or his/her duly authorized representative.
29. HAZARDOUS WASTE means solid waste or wastes that may, by itself or in combination with other waste, be infectious, explosive, poisonous, caustic, toxic, or otherwise dangerous or injurious to human, plant or animal life.
30. INCINERATOR means a combustion device specifically designed for the reduction by burning of solid, semi-solid or liquid combustible wastes.

31. **INFECTIOUS WASTE** means biological waste including medical waste described as:
 - a. Blood and blood products, excretions, exudates, secretions, suctioning and other body fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with blood or body fluids.
 - b. Cultures and stocks of etiologic agents and associated biologicals, including specimen cultures and disks and devices used to transfer, inoculate and mix cultures, wastes from production of biologicals and serums and discarded live and attenuated vaccines; but does not include throat or urine cultures.
 - c. Sharps that have been removed from their original sterile containers, including needles, I.V. tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling, and syringes.
 - d. Pathological waste, including biopsy materials and all human tissues, anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures and animal carcasses exposed to pathogens in research, the bedding of the animals and other waste from such animals. Pathological waste does not include formaldehyde or other preservative agents.
32. **INOPERABLE VEHICLE** for the purpose of the Nuisance Abatement provisions of this chapter, shall mean a vehicle designed for use on a public highway which has been left on public or private property thirty (30) days or more and is not currently licensed, or not in operating condition, or which has been extensively damaged, vandalized or stripped, including, but not limited to, missing wheels, tires, motor or transmission. An inoperable vehicle shall not mean an unlicensed operable vehicle or vehicles, which are used on private property for the production, propagation or harvesting of agricultural products grown or raised on such lands.
33. **LANDFILL** means a disposal site operated by means of compacting and covering solid waste or wastes at specific designated intervals, but not each operating day.
34. **LICENSE** means permission granted (pursuant to the Recycling License Chapter) by the Director to a person to engage in a business or occupation or in an activity, which would otherwise be unlawful, for the purpose of providing recycling services which include collection, storage, reuse and utilization of recyclable materials.
35. **MATERIAL RECOVERY** means any process of obtaining from solid waste materials that still have useful physical or chemical properties and can be reused or recycled.
36. **METROPOLITAN SERVICE DISTRICT (METRO)** means a district organized under ORS Chapter 268 and exercising solid waste authority granted to such district under ORS Chapters 268, 459 and 459A.
37. **NON-PROFIT CIVIC COMMUNITY, BENEVOLENT, OR CHARITABLE CORPORATION OR ORGANIZATION** means a Corporation or organization whose purpose is civic, community, benevolent, or charitable in nature, which distributes no part of its income to its members, directors or officers and which is

not organized for purposes of profit, nor for the purpose of solid waste or wastes collection service. This may include but not be limited to churches, private or public schools, Boy Scouts, United Way, Lions and Kiwanis clubs or similar non-profit corporations or organizations.

38. NON-PUTRESCIBLE MATERIALS for purposes of this chapter shall include, but not be limited to, inoperable vehicles; vehicle parts; tires; residential, commercial and industrial appliances, equipment and furniture; scrap metal; residential, commercial and industrial building demolition or construction waste; plastic; glass; cardboard; and wastepaper.
39. NUISANCE means the unlawful use by a person of real or personal property contrary to the terms of this chapter.
40. ON-ROUTE COLLECTION means the pick up of source-separated recyclable materials from the generator at the place of generation.
41. OPERABLE VEHICLE means a vehicle that is currently licensed and in operating condition to be used on a public road or highway.
42. ORGANIC WASTE includes but is not limited to yard debris, dust, wood, sod, manure, agricultural and fruit and vegetable waste, and paper recyclable material which are generally a source of food for bacteria.
43. PERMIT means permission granted in writing by the Director to a non-profit organization or corporation that shall contain conditions for the collection of recyclable materials.
44. PERSON means, and includes: individuals, members, corporations, cooperatives, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities, and any other legal entities whatsoever.
45. PUBLIC ACCESS ROAD shall mean any public road under the jurisdiction of Clackamas County which is not a County Road, State Highway, Federal Road, or road within the corporate limits of any city.
46. PURCHASE means the legal transmission of property from one person to another through a voluntary act or agreement, with compensation in the form of money paid or to be paid, by a buyer to a seller of the property.
47. PUTRESCIBLE MATERIAL means solid waste or wastes, including: bones; meat and meat scraps; fat; grease; fish and fish scraps; food containers or products contaminated with food wastes, particles or residues; prepared vegetable and fruit food wastes or scraps; manure; feces; sewer sludge; dead animals or similar wastes which cause offensive odor or create a health hazard, or which are capable of attracting or providing food for potential disease carriers, such as birds, rodents, flies and other vectors.
48. RECEPTACLE means a can, cart, container, drop box, compactor, recycling bin, or any other means of containment of solid waste or wastes or recyclable materials.
49. RECYCLING means the process by which waste materials are transformed into new products in such a manner that the original products lose their identity. It shall also include the collection, transportation or storage of products by other than the original user or consumer, giving rise to the product being in the stream of commerce for collection, disposal, recycling, resource recovery or utilization.

50. RECYCLING DEPOT means a center, depot, drop box, or other place for receiving source-separated recyclable materials with or without compensation. This shall not include a salvage, junk or auto wrecking yard.
51. RECYCLABLE MATERIAL means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same materials.
 - a. Residential - A group of recyclable materials as designated from time to time by the Department of Environmental Quality or the County.
 - b. Commercial/Industrial - Recyclable materials that are purchased or exchanged for fair market value from commercial or industrial sources.
 - c. Exemption - An inoperable vehicle commonly designed of ferrous metals is not included as a recyclable material.
52. REGULATIONS mean regulations promulgated by the Board or Director pursuant to this chapter.
53. RESOURCE RECOVERY means any process of obtaining from solid waste and wastes, materials which still have useful physical or chemical properties after serving a specific purpose, and therefore can be reused or recycled for the same or other purpose.
54. REUSE means the return of a commodity into the economic stream for use in the same or similar kind of application as before, without change in its identity.
55. SERVICE means the collection, transportation storage, disposal, solid waste management and utilization by a private company of solid waste or wastes or recyclable materials for compensation.
56. SERVICE AREA means the geographical area, in which service, other than operation of a disposal site is provided.
57. SIGHT OBSCURING SCREEN means a structure or partition which is a minimum of six (6) feet in height, built for the purpose of separating properties, or uses, and arranged in such a way as to obscure normal human vision.
58. SOLID WASTE OR WASTES shall include all putrescible and non-putrescible waste, including but not limited to, garbage; compost; organic waste; yard debris; brush and branches; land-clearing debris; sewer sludge; residential, commercial and industrial building demolition or construction waste; discarded residential, commercial and industrial appliances, equipment and furniture; discarded, inoperable or abandoned vehicles or vehicle parts and vehicle tires; special vehicles and equipment that are immobile and/or inoperable, mobile homes or trailer houses which are dilapidated, partially dismantled or fire damaged; manure; feces; vegetable or animal solid and semi-solid waste and dead animals; and infectious waste. Waste shall mean useless, unwanted or discarded materials. The fact that materials which would otherwise come within the definition of solid waste may, from time to time, have value and thus be utilized shall not remove them from the definition. The terms solid waste or wastes do not include:
 - a. Environmentally hazardous wastes as defined in ORS Chapter 466.
 - b. Materials used for fertilizer or for other productive purposes on land in agricultural operations in the growing and harvesting of crops or the raising of fowl or animals. This exception does not apply to the keeping of animals on land which has been zoned for residential non-agricultural

- purposes.
- c. Septic tank and cesspool pumping or chemical toilet waste;
 - d. For purposes of Section 10.03.140 to 10.03.330 of this chapter, reusable beverage containers as defined in ORS 459A.
 - e. Source-separated, principal recyclable materials as defined in ORS 459A and the rules promulgated thereunder and under this chapter, which have been purchased or exchanged for fair market value, unless said principal recyclable materials create a public nuisance pursuant to Section 10.03.060 to 10.03.080 of this chapter.
 - f. Applications of industrial sludge or industrial waste by-products authorized through a Land Use Compatibility Statement or Management Plan approval and that have been applied to agricultural lands according to accepted agronomic practices or accepted method approved by the Land Use Compatibility Statement or Management Plan, but not to exceed 100 dry tons per acre annually.
 - g. Stabilized municipal sewage sludge applied for accepted beneficial uses on land in agricultural, non-agricultural, or silvicultural operations. Sludge derived products applied for beneficial uses on land in landscaping projects.
59. **SOLID WASTE AND WASTES MANAGEMENT** means the management of the accumulation, storage, collection, transportation, treatment, processing and final disposal or utilization of solid waste and wastes or resource recovery from solid waste, and facilities necessary or convenient to those activities. The Collection Franchisee may contract with another person to provide service of any type under the Franchisee's Collection Service Franchise, but the Collection Franchisee shall remain ultimately responsible for solid waste and wastes management in the Collection Franchisee's franchised area.
60. **SOLID WASTE STREAM** means the total flow of solid waste and wastes and recyclable materials from residential, institutional, commercial, agricultural, construction and industrial generators to disposal and utilization facilities.
61. **SOURCE-SEPARATED MATERIALS** means that the person who last uses recyclable material separates the recyclable material from other solid waste.
62. **SPECIAL VEHICLE OR EQUIPMENT** for purposes of this chapter, shall include, but not be limited to, a travel or camp trailer, motor home, boat, recreational vehicle, tractor or farm implement, utility trailer, stock trailer, semi-trailer, motorcycle, snowmobile or any other equipment or mechanism designed to serve a special purpose or perform a special function.
63. **SUBCONTRACT** means a written contract for the performance of all or a portion of Franchised Collection Service.
64. **TRANSFER STATIONS** means a fixed or mobile facility normally used as an adjunct of a solid waste management system between a collection route and disposal site including, but not limited to, a stationary compaction drop box facility, processing center, railroad gondola, barge or facility that accepts solid waste or wastes for the purpose of removing the solid waste or wastes to a disposal site or utilization center.

65. TRANSFER STATION FRANCHISE means a Franchise to create or maintain a transfer station.
66. URBAN GROWTH BOUNDARY means that boundary adopted by the Metropolitan Service District pursuant to ORS 268.390.
67. UTILIZATION, and the terms utilize, utilization, or utilization of solid waste or wastes shall mean productive use through recycling, reuse, salvage, resource recovery, energy recovery, or land filling for reclamation, habitation, or rehabilitation of land.
68. WASTE REDUCTION means the reduction of solid waste, or of wastes generated, or of wastes that would otherwise be land filled.
69. WASTESHED means an area of the State having a common solid waste Disposal System, as designated by the Environmental Quality Commission, as an appropriate area of the State within which to develop a common waste reduction program.
70. WASTESHED AGENT means a person identified as the representative for the wasteshed to act as a contact between the affected persons in a wasteshed and the Department of Environmental Quality (D.E.Q.) and METRO in matters relating to waste reduction and to the D.E.Q. Recycling Report.
71. YARD DEBRIS means grass clippings, leaves, tree and shrub pruning of no greater than four (4) inches in diameter, or similar yard and garden vegetation. Yard debris does not include dirt, sod, stumps, logs, tree and shrub pruning greater than four (4) inches in diameter, or rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or non-putrescible material.
72. YARD DEBRIS PROCESSING CENTER means a facility which processes yard debris into compost or other products, through controlled mechanical and/or biological means.

[Codified by Ord. 05-2000, 7/13/00; Subsection 2 added and subsection 61 amended by Ord. 04-2009, 7/9/09]

10.03.040 Administration

The Director, under the supervision of the Board, shall be responsible for the administration and enforcement of this chapter. In order to carry out the duties imposed by this chapter, the Director shall have authority to administer oaths, certify to all official acts, subpoena and require the attendance of witnesses at public hearings before the Commission or the Board; require production of relevant documents at public hearings; swear in witnesses; take testimony of any person by deposition; enter or authorize personnel to enter upon the premises of any person regulated by this chapter at reasonable times to determine compliance with this chapter and with the regulations promulgated by the Board pursuant thereto. [Codified by Ord. 05-2000, 7/13/00]

10.03.050 Persons and Agencies Exempted

- A. Except as specifically provided by Section 10.03.060 to 10.03.080, this chapter shall not apply to:
1. areas within the incorporated limits of any city, or to Federal or State agencies, unless said city or agency enters into an intergovernmental agreement with the County for solid waste and wastes management services under this chapter; or
 2. Those who contract with such agencies as to the terms or rates to be charged for the collection, storage, transportation, disposal or utilization of solid waste or wastes. This exemption shall not apply to a disposal site or transfer station operated by a franchise holder under this chapter.
 3. Those persons who hold a valid, waste tire storage or carrier permit pursuant to OAR Chapter 340. Such persons shall not be regulated by Section 10.03.330 of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.060 Solid Waste or Wastes Accumulation Prohibited

- A. Except as provided in subsection D of this Section, no person shall store, collect, maintain, or display on private property, solid waste or wastes or recyclable material that is offensive or hazardous to the health and safety of the public, or which creates offensive odors, or a condition of unsightliness. Storage, collection, maintenance, or display of solid waste or wastes in violation of this Section shall be considered to be a public nuisance which may be abated as provided in 10.03.070 of this chapter.
- B. In addition to the provisions of subsection A, the following conditions or actions are also specifically identified as creating a public nuisance under this chapter:
1. Placing a tarp, plastic, cloth, or similar screening apparatus over or around solid waste or wastes for purposes of keeping it out of sight from the road or surrounding properties.
 2. Placing a tarp, plastic, cloth, or similar screening apparatus over or around solid waste or wastes that is stored in a utility trailer, pickup truck, semi-trailer or similar device for purposes of keeping it out of sight from the road or surrounding properties.
 3. Constructing a tire fence for any purpose.
 4. Storing waste tires except as permitted pursuant to OAR Chapter 340.
 5. Storing putrescible waste, whether it is visible or not visible from the road or adjacent properties, that is not kept in a rodent proof container with a tight fitting lid, and not removed from the property to an authorized disposal facility within seven (7) days.
 6. Composting which causes offensive odors, or creates a health hazard, or which is capable of attracting or providing food for potential disease carriers such as birds, rodents, flies and other vectors.
 7. Storing, collecting, maintaining, or displaying any licensed or unlicensed special vehicle or equipment that is immobile, inoperable, partially dismantled or dismantled, dilapidated, or fire damaged and is visible from the road or surrounding properties.

8. Storing, collecting, maintaining, or displaying a mobile home or trailer house, which is dilapidated or partially dismantled, or fire damaged, and is visible from the road or surrounding properties.
9. Storing, collecting, maintaining or displaying: residential, commercial and industrial appliances, equipment and furniture; vehicle parts; tires; scrap metal, or any other useless, unwanted or discarded material, or other similar non-putrescible solid waste or wastes, that is visible from the road or surrounding properties.
10. Storing, collecting, maintaining or displaying any antique, classic, race car or collectible vehicle that is inoperable and is visible from the road or surrounding properties.
11. Storing any inoperable vehicle or vehicles unless said vehicle or vehicles are housed within a permitted structure or development, except up to two vehicles per premise may be stored behind a sight-obscuring screen, in accordance with 10.03.060 C, and shall not be visible from the road or surrounding properties. For purposes of this Subsection 11, two or more contiguous tax lots that are under common ownership shall be considered one premises.
12. When commercial, industrial, multi-family or residential developments that use a compactor or compactors for on-site waste management, do not keep the areas around the compactor free of solid waste and debris, and washed down on a regular basis.

C. Any sight obscuring screen used to abate a solid waste nuisance shall consist of one of the following options:

1. Construct a wood fence unpainted or painted with neutral or earth tone colors of which the upright posts shall consist of a decay resistive material a minimum of four (4) inches in diameter and anchored a minimum of two (2) feet below ground level. There shall be a maximum post separation of eight (8) feet. The railings shall be a minimum of 2-inch by 4-inch lumber with the 4-inch side attached vertically to the posts. The attached vertical or horizontal fence boards shall be set with a maximum separation of 1/4 inch.
2. Construct a metal fence consisting of chain link or woven fabric with metal upright posts anchored a minimum of two (2) feet below ground level with metal railings and connectors. Water and insect resistive wood or plastic slats shall be inserted in the chain link or woven fabric, with a maximum separation of 3/8 inch between slats.
3. Construct a combination fence consisting of metal sheeting attached to wood framing as defined in Section C 1 above, or durable metal framing, which is painted a neutral or earth tone color.
4. Construct a wall consisting of solid material, built of concrete, masonry, brick, stone or other similar materials or combinations thereof.
5. Construct an earthen berm consisting of dirt, soil, sand, clay or any combination thereof and shall be planted with grass and/or ornamental plantings and shall be maintained at all times.
6. Plant a hedge consisting of evergreen plantings or other ornamental plantings a minimum of six (6) feet in height, planted not more than two (2) feet on center and which is maintained at all times.

In addition to the minimum fencing requirements, wood, metal, masonry fences or combination thereof greater than six (6) feet in height are subject to County review pursuant to the Oregon State Uniform Building Code, and all earthen berms are subject to County review pursuant to the County's Grading and Excavation Chapter.

For purposes of this chapter, no sight obscuring screen shall be located, placed, constructed or installed contrary to the Clackamas County Zoning and Development Ordinance.

- D. 10.03.060 to 10.03.080 of this chapter do not apply to:
1. Areas within the limits of incorporated cities unless a city enters into an Intergovernmental Agreement with the County for solid waste and wastes management services under this chapter.
 2. Disposal sites and transfer stations franchised under provisions of 10.03.180 to 10.03.210 of this chapter, provided that such disposal sites and transfer stations comply with rules promulgated by any State agency under ORS Chapter 459 and regulations adopted by Clackamas County pursuant to this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.070 Abatement of Nuisance

- A. The Director, which by definition includes an authorized representative, upon the written or oral complaint of any person, may make an investigation to determine whether or not storage, collection, maintenance, display or illegal dumping of solid waste or wastes is in violation of 10.03.060 or 10.03.080 of this chapter. For the purpose of such investigation the Director may enter upon private property at reasonable times to determine compliance.
- B. If, after investigation, the Director finds that a nuisance does exist as defined by 10.03.060 or 10.03.080 of this chapter, a notice shall be mailed to the property owner and/or person in possession by regular mail, giving them not less than ten (10) days to abate the nuisance. The notice to abate shall contain:
1. A description of the property by tax lot number and/or address.
 2. The length of time in days that the property owner and/or person in possession has to abate the nuisance, from the receipt of the notice to abate.
 3. A description of the nuisance to be abated.
 4. A statement that unless the nuisance is abated by the property owner and/or person in possession within the given length of time, the County will cause the nuisance to be abated.
 5. That the costs of the nuisance abatement and/or civil penalties shall be collected from the owner and/or person in possession of the property, and may be made a lien against the property.

- C. If the owner and/or person in possession of the property does not remove the solid waste or wastes so that no nuisance exists within the time specified by the Director pursuant to subsection B of this Section, the Director shall:
1. Order the violation referred to the Compliance Hearings Officer pursuant to the Compliance Hearings Officer Chapter and the rules and regulations promulgated thereunder for abatement of the nuisance, which may result in the imposition and collection of a civil penalty for the violation and/or costs of the nuisance abatement, and which if not paid, may be made a lien against the property; or
 2. Order County Counsel to institute injunction, mandamus, or abatement proceedings which may result in a court order and the imposition and collection of a civil penalty for the violation; or
 3. Order a notice to be issued and served upon the owner of the property and the occupant of the property where the nuisance is alleged to be maintained, requiring the owner and/or person-in-possession occupant to appear before the Board at a time and place named in the notice, to show cause why a nuisance should not be declared to exist. The time for appearance shall not be less than ten (10) days after the service of the notice. The notice shall be served in the manner provided by law for the service of Summons. At the time and place fixed in the notice issued by the Board, the Board shall hold a hearing on the question of the existence of the nuisance and shall have power to subpoena witnesses to compel their attendance. If, after the hearing, the Board finds that a nuisance exists, it shall declare the existence of a nuisance by Order entered in its Journal, and shall order the nuisance abated within thirty (30) days after the entry of the Order.

If the owner and/or person in possession of the property fails to abate the nuisance within thirty (30) days after the entry of the Order of the Board, the Board may direct the County Counsel's Office of Clackamas County to institute suit in the name of Clackamas County for the abatement of the nuisance or the Board may direct the Director or his/her representative to cause the nuisance to be abated by removing from the subject property the solid waste or wastes found to be the cause of such nuisance.

- D. In an emergency, the Director may order summary abatement of a nuisance. For purposes of this section, an emergency exists when the Director has reasonable cause to believe that a nuisance constitutes an immediate danger to the public health, safety and welfare. The Director shall not be required to give notice as set forth in subsection B of this section before proceeding with summary abatement. If the Director elects to proceed with summary abatement without prior notice to the owner, then notice of the action taken for abatement shall be sent to the owner immediately after it has been accomplished. When summary abatement of the nuisance is ordered, the nuisance shall be abated by the County's own forces, or forces contracted by the County.
- E. If either the Board or the Compliance Hearings Officer declares that a nuisance exists and the owner and/or person in possession does not remove the solid waste or wastes within

the time specified, then the removal from the subject property of the solid waste or wastes found to be the cause of the nuisance may be done by the County, by contract or the utilization of County personnel and County equipment.

1. Where the Director determines that said removal would not be best accomplished by County personnel and County equipment, s/he shall (unless public bidding is otherwise required) contact the franchised collector of the area where the nuisance exists, providing said collector has the available equipment and personnel to remove the type of solid waste or wastes that was found to be the cause of the nuisance. The collector shall be given the option of removing the nuisance or refusing the job. If the collector accepts the job, s/he shall charge his/her approved hourly rate for cleanups. If the collector refuses the job, or does not have the available equipment or personnel, the Director may contract with another person to abate the nuisance. The Director shall keep an accurate record of expenses incurred by the County in abating the nuisance and shall submit a copy of this record to the County Clerk for filing.
2. After the removal of the solid waste or wastes by the County, the Director shall forward to the property owner and the person in possession by registered or certified mail, a notice stating:
 - a. The total cost of the nuisance abatement.
 - b. That the cost as indicated will be assessed to, and become a lien against, the property unless paid within thirty (30) days from the date of the notice.
 - c. That, if the owner or the person in possession of the property objects to the cost of the abatement as indicated, s/he may file a written notice of objection with the County Clerk not more than ten (10) days from the date of the notice.
3. If within ten (10) days the written statement of objection as provided for in 2 C of this section is filed, the Board or the Compliance Hearings Officer, whichever has declared the nuisance, shall in its regular course of business herein determine the objections to the cost to be assessed. If the nuisance has been summarily abated, the Compliance Hearings Officer shall determine any objections to the costs to be assessed, or challenges to the need for summary abatement, and the County shall have the burden of proving by a preponderance of the evidence that a nuisance existed, and that the manner and costs of abatement were reasonable.
4. If the costs of the abatement are not paid within thirty (30) days from the date of notice, or from the date of the determination by the Board or Compliance Hearings Officer of the cost to be assessed pursuant to a written statement of objection, an assessment of the costs as stated or as determined by the Board or Compliance Hearings Officer shall be made. An assessment of costs by the Board shall thereupon be entered in the docket of County Liens, and upon such entry being made, shall constitute a lien on the property from which the nuisance was removed and abated. The lien shall be enforced in the same manner as liens for street improvements are enforced, and shall bear interest at the legal rate established by State statutes for judgments from the date of entry of the lien in the Lien Docket. An error in the name of the property owner or person in possession shall not void the lien, nor will failure to receive the notice of the proposed lien

render the lien void. An assessment of costs by the Compliance Hearings Officer may be collected in the same manner as any other debt allowed by law.

5. Where the nuisance is abated by the removal of the nuisance by the County, the County and its officers and employees shall not be liable for any trespass or conversion as to any real or personal property.
- F. The provisions of this Section are in addition to, and not in lieu of, the penalty and enforcement procedures provided for in Section 10.03.390 and Section 10.03.400 of this chapter.

[Codified by Ord. 05-2000, 7/13/00; Subsection B amended by Ord. 04-2009, 7/9/09]

10.03.080 Unauthorized Dumping Prohibited

- A. Except as provided in subsection C of this Section, it shall be unlawful to dispose of solid waste or wastes at any other place other than a disposal site approved by the Board, DEQ, or the Metropolitan Service District. The Board will, upon recommendation of the Commission, designate in writing the places at which solid waste and wastes collected in the County shall be disposed of.
- B. No person shall use, or permit to be used, any land within unincorporated areas of the County as a public or private disposal site, unless recommended by the Commission and approved by the Board.
- C. Persons desiring to bury or dispose in any manner of their own, domestic solid waste or wastes generated on that subject property under their ownership, may do so in accordance with rules promulgated pursuant to ORS Chapter 459 and 459A and regulations promulgated by the Director pursuant to this chapter, provided that:
 1. The subject property is located outside the urban growth boundary;
 2. The subject property is a minimum of five (5) acres in size;
 3. The solid waste or wastes is buried at least one hundred (100) feet from the nearest well;
 4. The solid waste or wastes is buried at least one hundred (100) feet from adjacent property lines, except property lines between contiguous tax lots under common ownership;
 5. The solid waste or wastes is not buried within one hundred (100) feet of a jurisdictional wetland, natural or manmade drainage way, creek, stream, river, pond or lake; and
 6. The solid waste or wastes shall not fall within the DEQ definition of special or hazardous waste given the term in ORS Chapter 466.005; household hazardous waste as defined in ORS Chapter 459.005; or infectious waste as defined in ORS Chapter 459.386.
- D. If any person uses a motor vehicle or other type of device that is so identified in the transport and illegal dumping of solid waste or wastes in any area of the unincorporated limits of the County, said identified motor vehicle or device shall be subject to impoundment by order of the Board. Such identified motor vehicle or device, if so impounded, shall be placed in storage and remain in custody of such persons authorized to receive the same, and be held as security in addition to any such fine or costs that may be assessed to further secure the clean-up and removal cost of any such solid waste and

wastes so unlawfully deposited in violation of this chapter. In addition to the right of impoundment as provided in the preceding paragraph, if the violator, owner, or operator of said identified motor vehicle or device, or any party asserting lawful claim to said identified motor vehicle or device, fails to redeem said motor vehicle or device, or fails to post an adequate bond as security for the clean-up and relocation and removal of the solid waste and wastes that violated this chapter, then the Board authorized to enforce this chapter shall publish a notice of sale in a newspaper of general circulation in the County of Clackamas in conformity with applicable notice provisions of the law for repossession of said identified motor vehicles or devices. The Board shall be empowered to sell said identified motor vehicles or devices so impounded in satisfaction of said lien or costs and expenses for the removal of solid waste or wastes illegally dumped in the unincorporated areas of the County. If there is any money remaining after the costs of clean up are paid, said money shall be reimbursed to the owner of the identified motor vehicles or devices that were sold to pay for the cost of said clean up.

- E. No person shall discard, deposit, throw, permit to be thrown, place or cause to be placed, or drain any rubbish, trash, debris, garbage, solid waste or wastes in a manner prohibited by ORS 164.775, 164.785 or 164.805. Any person violating this subsection shall be subject to a civil penalty to enforce the provisions of this subsection pursuant to ORS 459.108.
- F. No person shall throw or place, or direct another person to throw or place, any rubbish, trash, debris, and garbage, solid waste or wastes in the receptacles of another person without the permission of the owner.

[Codified by Ord. 05-2000, 7/13/00]

10.03.090 Solid Waste Commission

Under this solid waste and wastes management Chapter, there is hereby created a solid waste Commission of seven members:

- ~~A.~~ _____
- ~~3.~~ Health Officer or his/her authorized representative.
- ~~4.~~ One Member of the public.
- ~~5.~~ One Member of the public.
- ~~6.~~ One Member of the public.
- ~~7.~~ One Collection Service Franchise holder.
- ~~G.~~ One Collection Service Franchise holder.
- ~~8.~~ _____

10.03.100 ~~Appointments to the solid waste Commission~~ Bylaws

The solid waste commission shall have the power to promulgate such bylaws as may be necessary for the efficient operation of the commission. Bylaws that are inconsistent with any provisions of this Chapter shall be void.

~~_____ The Board shall appoint members of the solid waste Commission. Except for public employees who serve by reason of and for the term of the position they hold, and except~~

Formatted: No bullets or numbering

Formatted: ABC, Indent: Left: 0.25", No bullets or numbering

Formatted: Font: (Default) Times New Roman, 12 pt

~~as provided in subsection b of this Section, the term of the office of a member is four (4)~~

10.03.110 Duties of the solid waste Commission

In addition to other duties prescribed by this chapter, the Commission shall:

- A. Make an annual report containing its recommendations, if any, regarding proposed changes or additions to regulations promulgated by the Board or amendments to this chapter, for the purpose of carrying out the intent of this chapter.
- B. Cooperate with any regional or state authority, such as Metro (Metropolitan Service District) or D.E.Q., to develop a long-range plan to provide adequate disposal sites and disposal facilities to meet future demands and for regional disposal sites. If an authorized regional or state authority sites such a facility, the plan for such a site shall be recommended to the Board for approval.
- C. Promote community involvement and make recommendations to the Board for wastes reduction and recycling programs.
- D. Monitor franchise agreements between Clackamas County and its franchised solid waste collectors, and make recommendations to the Board to grant, modify or revoke a franchise. The Commission shall also hear all appeals for the granting, modifying, or revoking of permits or licenses issued by the Director.
- E. Review collection ~~rate~~-fee changes and make recommendations to the Board for a specific action.
- F. Make recommendations to the Department of Environmental Quality, Metropolitan Service District, and local political jurisdictions regarding local and regional policy and legislative changes in solid waste Management.
- G. At the request of the Director, or upon a written request by a person, review the Department of Transportation and Development's enforcement action regarding solid waste nuisance abatement appeals, as provided in 10.03.040 and 10.03.060 of this chapter.
- H. Review changes in legislation affecting solid waste and materials management and recycling in the County and make recommendations to the Board for appropriate action.
- I. Perform such other acts or duties as directed by the Board or as established by other chapters as may be necessary, proper, or desirable to carry out effectively the functions and duties of the Commission.

[Codified by Ord. 05-2000, 7/13/00]

10.03.120 Regional solid waste Commission

If agreement is reached with one or more counties pursuant to 10.03.370 of this chapter for regional cooperation in the collection, disposal or utilization of solid waste or wastes, the solid waste Commission shall serve on a Regional Committee established to advise the Board of Commissioners or County Courts of the affected counties.

[Codified by Ord. 05-2000, 7/13/00]

10.03.130 Regulation

Upon recommendations of the Commission or Board, the Director may promulgate regulations pertaining to administration of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.140 Persons, Activities and Practices Regulated

- A. Except as provided in 10.03.050 of this chapter, it shall be unlawful for any person to store, collect, transport, or dispose of any solid waste or wastes for compensation unless such person is franchised, in accordance with the provisions of Section 10.03.140 to 10.03.330 of this chapter, or is a subcontractor of a Collection Service Franchise holder under Section 10.03.260.
- B. Except as provided in 10.03.050 and Section 10.03.140 of this chapter, it shall be unlawful for any person to create or maintain a disposal site unless METRO, DEQ and the County approve such site.
- C. Except as provided in 10.03.050 and Sections 10.03.140 to 10.03.330 of this chapter, it shall be unlawful for any person to create or maintain a Transfer Station unless METRO, DEQ and the County approve such site.
- D. No person shall collect, transport, or dispose of any solid waste or wastes or recyclable material of their tenant. The only exceptions are:
 - 1. The use of an on-site compactor at multi-family developments whereby said development owners, management, or their employees transport the on-site containers and empty their contents into the compactor, subject to the following conditions:
 - a. The development owner, management, their employees or agents shall apply for and receive an annual certificate, on forms provided by the County, prior to installing said system and shall pay an annual certification fee in an amount established by the County. The certificate shall require the owner, management, their employees or agents to comply with all criteria of this subsection. After final inspection by the County, when it is determined that the development owners, management, their employees or agents have complied with the criteria of this subsection, the County shall issue a Certificate of Compliance.
A certificate holder shall be required to apply annually for re-certification not less than ninety (90) days prior to expiration of the original certification. Continued certification shall be subject to approval by the County, and payment of the annual re-certification fee.
 - b. The collection service for the compactor shall be provided by a Collection Service Franchisee or the Franchisee's authorized subcontractor.

- c. The compactor and containers shall be compatible with the Collection Service Franchisee's or the Franchisee's subcontractor's equipment. The cost of retrofitting any collection equipment shall be the responsibility of the owners of the compactor.
 - d. All manufacturer standards for proper use and maintenance of said equipment shall be followed. In addition, the weight of said equipment and its contents when transported for disposal should not exceed the legal weight limits of state and local laws or the Collection Service Franchisee's equipment. Any costs associated with overweight violations on public roadways, including the costs of citations and down time, shall be the responsibility of the development owners, management, their employees or agents.
 - e. Collection service for the compactor shall be provided at least once every seven- (7) days and the compactor shall be sized to accommodate that period of on-site waste generation.
 - f. No on-site nuisance conditions shall be created as a result of infrequent container or compactor servicing.
 - g. The compactor and container location and the site development shall comply with design review and development standards of the Clackamas County Zoning and Development Ordinance and the Building and Structural Specialty Codes. All sites shall meet the accessibility requirements of the Collection Service Franchisee or the Franchisee's subcontractor, but such requirements shall not exceed those set forth in the design review and development standards of the Clackamas County Zoning and Development Ordinance.
 - h. An on-site recycling program, approved by the County, shall be developed and implemented concurrent with the use of an on-site compactor.
 - i. A special waste management fee shall apply towards providing recycling collection services by the Collection Service Franchisee or the Franchisee's authorized subcontractor.
 - j. The area around the compactor shall be kept free of solid waste and debris and be washed down on a regular basis.
 - k. Only the development manager or their employees shall conduct the on-site transport and collection system of the containers or compactors, if a Collection Service Franchisee is not used for said transport.
2. If any condition in l. a. through l. k. of this Subsection D. is violated or fails to be implemented at a multi-family development by the owner, management, their employees or agents, then the exception allowed under this subsection shall terminate upon order of the Director and the certificate under this subsection shall be revoked.
 3. When the on-site management or their employees collect and transport recyclable materials for the purpose of consolidating said recyclable materials at a central location or locations, for collection by a Collection Service Franchisee or the Franchisee's subcontractor
- E. No person shall solicit, collect, transport or dispose of any residential recyclable material or materials, unless such person is franchised or permitted in accordance with the

provisions of 10.03.330 of this chapter, or unless such person is the generator of said recyclable materials. In addition, no person licensed under the Recycling License Chapter shall solicit or collect any residential recyclable material at the place of residence of the generator of the material unless all of the materials identified as residential materials under 10.03.030 are simultaneously solicited for fair market value.

- F. No person shall collect, transport or dispose of any recyclable material or materials, that are placed at the curb/road for residential collection by a Collection Service Franchise holder, unless such person is a subcontractor of a Collection Service Franchisee under 10.03.260
- G. No person shall collect or transport any commercial or industrial recyclable material or materials without first obtaining a permit in accordance with 10.03.330 of this chapter, or first obtaining a license in accordance with the Recycling License Chapter, unless such person is exempt from the Licensing chapter or is the generator of said material.
- H. No recycling depot, including a buy-back center or drop box, shall be located or placed at any location in the unincorporated area of the County in violation of land use and zoning laws.
- I. No person shall remove the cover of a residential or commercial container or receptacle except when depositing or removing the contents, nor in any manner interfere with the container or its contents, except those authorized for such duty.
- J. It shall be unlawful to deposit solid waste or wastes in the recycling receptacle or the solid waste receptacle of another person, dwelling unit, or establishment without the consent of the person in charge of the premises or receptacle.
- K. No person shall place hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes into a receptacle intended for collection service. When materials, or customer abuse, or fire, or vandalism causes excessive wear or damage to a receptacle, the cost of repair or replacement may be charged to the collection service customer.
- L. No person shall place solid waste or wastes or recyclable materials in a drop box or compactor in an amount that exceeds the legal weight limits of State and local laws, or which exceed the weight limits of the franchised collectors' equipment or manufacturers' specifications.
- M. No person shall store putrescible materials in a receptacle in excess of seven (7) days. Said material shall be removed from the premises at regular intervals not to exceed the seven- (7) days.
- N. No commercial recycling receptacle shall be constructed of materials other than those approved by the local fire marshal, nor shall the receptacle be placed in a location that violates the local fire ordinance.
- O. An inoperable vehicle commonly designed of ferrous metals shall only be collected, transported, and disposed of by the owner of the vehicle or by a licensed auto wrecker or towing company.
- P. Pursuant to OAR Chapter 340 no person shall store waste tires without first obtaining a waste tire storage permit from the Department of Environmental Quality.
- Q. Any person picking up or transporting waste tires shall comply with the permit requirements of the DEQ.

[Codified by Ord. 05-2000, 7/13/00]

10.03.145 Business Recycling Requirement

All businesses within the County shall comply with waste prevention, recycling and composting requirements as set forth in this Chapter and the regulations promulgated hereunder.

- A. Business will source-separate all recyclable paper, cardboard, glass and plastic bottles and jars, and metal cans for reuse or recycling.
- B. Businesses will ensure the provision of recycling receptacles for internal and/or external maintenance or work areas where recyclable materials are collected, stored, or both.
- C. Businesses will post accurate signs:
 - 1. Describing the location where recyclable materials are collected, stored, or both;
 - 2. Identifying the materials the business must source-separate for reuse or recycling; and
 - 3. Providing recycling instructions
- D. Persons and entities that own, manage or operate premises with business tenants, and that provide garbage collection service to those business tenants, shall provide recycling collection systems adequate to enable those business tenants to comply with the requirements of subsections A, B and C of this section.

[Added by Ord. 04-2009, 7/9/09]

10.03.150 Applications

Applications for Franchises shall be on forms provided by the Commission. In addition to information required on the forms, the Commission may require the filing of special guarantees and indemnities, and any additional information it deems necessary, to insure compliance with this chapter.

- A. Applicants for Collection Service Franchises shall state the type of service to be provided, and shall supply information required to determine qualifications for such franchise under Section 10.03.160 of this chapter.
- B. Applicants for Disposal Franchises shall file a duplicate copy of the information required by the Department of Environmental Quality pursuant to Chapter 459, Oregon Revised Statutes.

[Codified by Ord. 05-2000, 7/13/00]

10.03.160 Requirements for Collection Service Franchises

A. Existing Collection Services:

1. Collection Service Franchisee's shall make application for renewal of their Collection Service Franchise within thirty (30) days of the County's written notice of the requirement for filing an application for renewal. The County will normally give such written notice to said Collection Service Franchisee not less than one (1) year prior to expiration of the Collection Services Franchises. Upon filing an application for renewal, and furnishing required information for renewal of such Franchise, said applicant might continue to provide collection service until the Board makes a final decision on the application for renewal. Such person shall furnish the information required by subsection B of this Section and prove to the satisfaction of the Board that the applicant has a majority of the service accounts in the service area for which he/she is applying for renewal, which shall be evidenced by a list of customers served. If such person is also applying for an area which he/she is not currently serving, he/she shall also supply the information required by subsection C or D of this Section.
2. Franchisees shall submit to the Director any information necessary to satisfy which recyclables are being collected or received, methods of and/or copies of materials providing for public education and promotion or any other information required by the Director, METRO, and the Department of Environmental Quality pursuant to ORS Chapter 459 or 459A and Rules promulgated thereunder.
3. Upon proper application and a finding by the Board that the applicant is providing adequate service and otherwise qualifies for a franchise under this Section, the Board shall issue a Collection Franchise covering the area served by the applicant on the effective date of this chapter. However, if this Board finds that the applicant should not be granted a Collection Franchise on the basis of inadequate existing service or that the applicant does not meet the requirements of this Section, the Board may deny, or partially deny, the application or may specify additional requirements to be met by the applicant to guarantee service. By the same Order, the Board may grant, modify, or deny, in whole or part, an applicant's request to serve an additional area not being served on the effective date of this chapter, or may assign an additional service area. Any such order is subject to appeal and hearing as provided in 10.03.220 of this chapter.

B. Applicants for a Collection Service Franchise or renewal of said Franchise shall provide sufficient information to the Board to prove to its satisfaction that:

1. The applicant has available collection vehicles, equipment, facilities and personnel sufficient to meet the standards of equipment and service established by this chapter, and ORS Chapter 459 or 459A, and the rules and regulations promulgated thereunder.
2. The applicant has good moral character, or if the applicant is a firm or corporation, that the principal partners or officers are of good moral character.
3. The applicant shall use disposal sites authorized by the Board, DEQ, and METRO, and list such sites.
4. The applicant shall furnish the County with a Certificate of Insurance for comprehensive general liability insurance, including contractual and products/complete operations liability insurance in an amount established by the

Board for combined, single limit for personal injury and property damage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the applicant's or any subcontractor's performance of this chapter.

5. The applicant shall indemnify, save harmless and defend the County, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation, and defense thereof, arising out of, or based upon, damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of the applicant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
 6. The insurance shall include the County as an additional insured and refer to and support the applicant's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non-renewal, or material change, and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance.
- C. In the matter of an application for a Collection Service Franchise, if the applicant is not already serving an area proposed to be served, the applicant shall show in addition that:
1. The defined service area has not been franchised to another person; or,
 2. The holder of the franchise is not adequately serving the defined service area and there is substantial demand by customers within the area for a change of service to that area.
- D. If the applicant for a Collection Service Franchise proposes to serve an area or portion thereof that is under franchise to another person, or to replace such person upon expiration of the existing franchise, he/she shall have available, on the day beginning the proposed franchise term, adequate personnel, collection vehicles, containers, and other equipment for the service to be rendered. The Board shall require that such applicant supply a corporate bond, or cash, or acceptable negotiable securities to guarantee such availability to the satisfaction of the Board.
- E. If it appears to the Board through its own knowledge, or through knowledge of its agents, or through written notice from any person, that there are conflicting claims to a Service Area, then a public hearing shall be called by the Board to resolve such conflicting claims and the claim shall be resolved by the Board, upon the basis of the recommendation of the Commission, the requirements of this chapter for Collection Service Franchises as set forth in this Section, and the Board's determination as to which applicant can best serve a given service area in the public interest. The decision of the Board in resolving any conflict between persons claiming the Service Area shall, in addition, be made by the Board upon its finding of which person or applicant has the greatest claim to the Service Area or portion thereof the Commission's recommendation shall be based on a review as to past Service of record in the area and the requirements of this chapter. The Board's decision shall be final.

[Codified by Ord. 05-2000, 7/13/00]

10.03.170 Issuance of Collection Service Franchises

Applications for Collection Service Franchises and renewal of Collection Service Franchisees shall be reviewed by the Commission and by the Director. They shall make such investigation, as they deem appropriate. The Commission shall give written notice to the current Collection Service Franchisees when any person applies for a franchise within an established franchised area.

Upon the basis of the application, evidence submitted and results of any investigation by the Commission and by the Director, the Commission shall review the qualifications of the applicant pursuant to the requirements for a Collection Service Franchise under 10.03.160 and shall determine whether additional areas should be included or additional service or equipment should be provided.

On the basis of its review, the Commission shall recommend to the Board whether the application should be granted, be denied, or be modified. The Board shall issue an Order granting, denying, or amending the application.

[Codified by Ord. 05-2000, 7/13/00]

10.03.180 Disposal Franchise Requirements

- A. Applicants for a Disposal Franchise shall provide sufficient information to determine compliance with the requirements of this chapter; the regulations promulgated thereunder and rules of Federal, State and local agencies having jurisdiction.
- B. Applicants shall specify the type of disposal site and the disposal method to be employed together with any proposed special regulations dealing with hazardous wastes, recyclable materials or what waste or recyclable material will be accepted or rejected at the disposal site.
- C. The applicant must show to the satisfaction of the Board that he/she:
 - 1. Has available land, equipment, facilities, and personnel to meet the standards established by this chapter and ORS Chapter 459 or 459A, and the rules and regulations promulgated thereunder and that he/she has insurance equal to that required by 10.03.150 of this chapter.
 - 2. Has good moral character or, if the applicant is a firm or corporation that the principal partners or officers are of good moral character.
 - 3. The Board shall require the applicant to submit a corporate surety bond in the minimum amount of \$50,000, or such other sum as the Board may require, or such other acceptable guarantees or substitutes in an amount to be designated by the Board, guaranteeing full and faithful performance by the applicant of the

duties and obligations of the franchise holder under provisions of this chapter and applicable Federal, State, and local laws and rules or regulations. In determining the amount of bond to be required, the Board shall give due consideration to the size of the site, the method of disposal proposed, the population to be served, adjacent or nearby land uses, and the potential danger for failure of service.

- D. Where the applicant is providing disposal service on the effective date of this chapter, and has filed his/her application within thirty (30) days thereafter, he/she may continue service until the final decision of the Board on his/her application.

[Codified by Ord. 05-2000, 7/13/00]

10.03.190 Issuance of a Disposal Franchise

The Commission shall review applications for Disposal Franchise. The Commission shall give written notice of the application to any person who holds a Disposal Franchise for Service to all or part of the area that reasonably would be served under the application.

Upon the basis of the application, evidence submitted, and results of any investigation, the Commission shall make a finding on the qualifications of the applicant and whether or not additional service, personnel, land, equipment or facilities should be provided and what conditions of service should be imposed including, but not limited to, whether the site should be opened to the public and under what conditions, whether or not certain types of wastes, solid waste, hazardous wastes or recyclable materials should be excluded from the site or should be required to be accepted at the site, and shall make a finding as to whether or not the site is economically feasible, whether or not the site may be integrated with existing private or county-owned or operated sites, and further that the site complies with all rules and regulations adopted pursuant to ORS Chapter 459 or 459A, and by this chapter.

On the basis of its review, the Commission shall recommend to the Board whether or not the application should be granted, be denied, or be modified. The Board shall issue an Order granting, denying, or amending the application.

These provisions are in addition to, and not in lieu of, any provisions of the Clackamas County Zoning and Development Ordinance and the Clackamas County Comprehensive Plan.

[Codified by Ord. 05-2000, 7/13/00]

10.03.200 Transfer Station Franchise Requirements

- A. Applicants for a Transfer Station Franchise shall provide sufficient information to determine compliance with the requirements of this chapter, the regulations promulgated thereunder and rules of Federal, State or regional agencies having jurisdiction.
- B. Applicant must show to the satisfaction of the Board that he/she:
 - 1. Has available land, equipment, facilities, and personnel to meet the standards established by this chapter and ORS Chapter 459 or 459A, and the rules and regulations promulgated thereunder.
 - 2. Has good moral character, or if the applicant is a firm or corporation, that the principal partners or officers are of good moral character.
 - 3. Shall furnish the County with a Certificate of Insurance for comprehensive general liability insurance, including contractual and products/completed operations liability insurance in an amount established by the Board for combined, single limit for personal injury and property damage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, or damage to property, including loss of use thereof, in any way related to the applicant's or any subcontractor's performance of this chapter.
 - 4. Shall indemnify, save harmless and defend the County, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the applicant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
 - 5. Has insurance which shall include the County as an additional insured, and which shall refer to and support the applicant's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non renewal or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance.
- C. Where the applicant is providing transfer service on the effective date of this chapter, and has filed his/her application within thirty (30) days thereafter, he/she may continue service until the final decision of the Board on his/her application.

[Codified by Ord. 05-2000, 7/13/00]

10.03.210 Issuance of a Public Transfer Station Franchise

- A. The Commission shall review applications for Transfer Station Franchises. The Commission shall give written notice to any person who holds a transfer station franchise for service to all or part of the area that reasonably would be served under the application.
- B. On the basis of the application, evidence submitted, and results of any investigation, the Commission shall make a finding on the qualifications of the applicant and whether or

not additional personnel, service, land, equipment or facilities should be provided, and what conditions of service should be imposed, including but not limited to whether or not certain types of wastes, solid wastes, hazardous wastes or recyclable materials should be excluded from the transfer station or should be required to be accepted at the transfer station, and the Commission shall make a finding as to whether or not the transfer station may be integrated with existing private or County-owned or operated transfer stations, and further that the transfer station complies with all rules and regulations adopted pursuant to Chapter 459 or 459A. On the basis of its review, the Commission shall recommend to the Board whether or not the application should be granted, be denied, or be modified. The Board shall issue an Order granting or denying a Transfer Station Franchise to the applicant.

- C. Provisions of this section of this chapter are in addition to, and not in lieu of, any provisions of the Clackamas County Zoning and Development Ordinance, the Clackamas County Comprehensive Plan or rules or regulations of the Oregon Department of Environmental Quality and the Federal Government.

[Codified by Ord. 05-2000, 7/13/00]

10.03.220 Appeal of a Franchise

If the Order of the Board is adverse to the applicant or to the holder of an existing franchise, it shall not become effective until thirty (30) days after the date of said Order, unless the Board finds that there is an immediate and serious danger to the public, or that a health hazard or public nuisance would be created by a delay. The applicant or a franchise holder may request a public hearing before the Board upon the Board's Order by filing a written request for an appeal hearing with the Board within thirty (30) days after the date of said Order. On the filing of such request for an appeal hearing, the Board shall set a time and place for a public hearing upon its Order, which hearing shall be not more than thirty (30) days from the date of said request for an appeal hearing. The applicant or franchise holder may submit relevant evidence to the Board upon the Board's Order. Other interested persons or affected public or private agencies may appear and offer oral or written testimony. The Board may, following the public hearing, affirm, modify or rescind its prior Order.

Subject to provisions of 10.03.410, the determination of the Board after conclusion of said public hearing should be final.

If the Board makes a final Order rejecting all or part of the application for a franchise, the applicant may not submit another application for the same service area or portion thereof, or for the same disposal site, for a period of six months unless the Board finds that the public interest requires reconsideration within a shorter period of time.

[Codified by Ord. 05-2000, 7/13/00]

10.03.230 Exclusive or Joint Service Under a Collection Service Franchise

Upon recommendation of the Commission, if the Board finds that an applicant for a Collection Service Franchise cannot provide adequate Service for the collection of solid waste or wastes, or the curbside/roadside collection of recyclable materials to a single customer, a group or type of customer, or for a particular type or unusually large quantity of solid waste or wastes, or for recyclable material, it may issue a franchise for joint service with another person who can provide that service; provided, however, that in all cases where the Board finds that the applicant is able to provide adequate service within the defined Service Area, it shall issue an exclusive Collection Service Franchise.

If the holder of a Collection Service Franchise is unable to provide service for particular types, or unusually large quantities, of solid waste or wastes or recyclable materials, the Board may issue a temporary or permanent Collection Service Franchise to another person for the purpose of providing limited service to the customer or customers having such particular types or unusually large quantities of solid waste or wastes or recyclable materials.

Upon recommendation of the Commission, if the Board finds that the need for service justifies action before a complete investigation and final determination can be made, it may issue a temporary Collection Service Franchise valid for a stated period not to exceed six months, entitling a person to serve a defined Service Area or customers.

[Codified by Ord. 05-2000, 7/13/00]

10.03.240 Transfer of Franchise

The holder of a solid waste or wastes Collection Service Franchise may transfer his/her franchise and/or right to provide residential curbside/roadside or multi-family collection service of recyclable materials, or a portion thereof, to other persons only upon written notice to, and approval by, the Board.

Upon recommendation and finding of the Commission, the Board may approve the transfer if it finds that the transferee meets all applicable requirements met by the original Collection Service

Franchise holder. The Board shall approve or disapprove any application for transfer of a Collection Service Franchise and/or right to provide residential curbside/roadside or multi-family collection of recyclable materials within thirty (30) days of receipt of notice by the Board, unless the Board finds there is substantial question of public health or safety involved which requires additional time for investigation and decision.

Upon recommendation of the Commission, the Board may permit a Collection Service Franchise to be pledged as a security for purchase of land, equipment, or facilities that are needed to provide service, or to finance purchase of a business providing service under this chapter. The Board may attach whatever condition it deems appropriate to guarantee maintenance of service.

[Codified by Ord. 05-2000, 7/13/00]

10.03.250 Change In Control of Franchises

The holder of a solid waste or wastes Collection Service Franchise shall promptly notify the County of any proposed change in control, or transfer of a controlling interest in stock ownership. 'Change in control' shall mean the occurrence of either A or B of this Section:

- A. Any person, corporation, limited liability company, partnership, trust or association, or any group within the meaning of Section 13 D 3 of the Securities Exchange Act of 1934, as amended, 15 USC §78m D 3, and the rules and regulations promulgated thereunder, 17 CFR §240.13d-3, (the "Exchange Act") shall have acquired, after the date hereof, beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act), directly or indirectly, of common stock representing fifty percent (50%) of the combined voting power of all common stock of the franchise holder, or of any parent company of the franchise holder, immediate or otherwise, (hereinafter called a 'Controlling Person'). "Common stock" as used in the preceding sentence shall mean common stock eligible to vote in the election of directors, or other securities convertible into such common stock, other than securities having such voting power only by reason on the happening of a contingency. Or
- B. A majority of the Board of Directors or the franchise holder shall cease for any reason to consist of:
 1. Individuals who are currently serving as directors of the franchise holder; and
 2. Individuals who subsequently become members of the board if such individuals' nomination for election, or election to, the board is recommended or approved by a majority of the board of directors or stockholders of the franchise holder, provided that use of the provisions of this clause shall not be used to evade the intent of this section.
- C. For purposes of paragraph A above, a person or group shall not be a Controlling Person if such a person or group holds voting power in good faith and not for the purposes of circumventing this provision as an agent, bank, broker, nominee, trustee, or holder of

revocable proxies given in response to a solicitation pursuant to the Exchange Act, for one or more beneficial owners who do not individually, or, if they are a group acting in concert, as a group, have the voting power specified in paragraph A.

- D. The franchise holder shall give County a written request to approve the change in control prior to any change in control taking effect. If a change in control occurs without written notice to County, such change shall be grounds for revocation of franchise by the County, at its sole discretion.
- E. A change in control shall make a franchise subject to revocation, unless and until the Board, after receiving the recommendation of the Commission, has approved the change in control. The Board shall approve or disapprove any change in control within ninety (90) days of receipt of written request to enter into the transaction and receipt of all information required in writing by the County. For the purpose of determining whether it will consent to such change in control, the County may inquire into the qualifications of the prospective controlling party to perform under the County's solid waste collection system and the effects of the change on that system. The franchise holder shall assist the County in any such inquiry.

[Codified by Ord. 05-2000, 7/13/00]

10.03.260 Responsibilities of Franchise Holders

- A. The holder of a Collection Service Franchise:
 - 1. Shall provide required service, personnel, equipment and facilities, but not less than the service, personnel, equipment and facilities commensurate with existing service provided within the Service Area defined in the franchise, within one month from the date of issuance of the Collection Service Franchise or renewal of the Franchise, unless the Commission extends the time upon showing of reasonable grounds by the franchisee. Where an area is not receiving service on the date of the application for a Collection Service Franchise covering such area, the Commission may order that Service be provided at such time as it finds to be reasonable.
 - 2. Shall not voluntarily discontinue service to the Service Area, or substantial portion thereof, or any customer without giving ninety (90) days written notice of the proposed discontinuance of service to the Commission and to the customers within the franchised Service Area, and shall not discontinue the service without receiving the approval of the Board. Nothing in this section shall prohibit a franchisee from refusing to provide service to a customer if the customer refuses to pay for the service in accordance with waste management fees established pursuant to this chapter, or for other reasons as may be established by the Board or Director by regulation; provided, however, in no event shall the holder of the Collection Service Franchise terminate such service without seven (7) days prior written notice to the customers of the franchisee's intention to terminate service. The franchisee shall retain a copy of said notice. A Collection Service Franchise holder who has discontinued service on the basis of refusal of a customer to pay for such service may require a reasonable deposit to guarantee payment for future services before reinstating such service or demand advance payment for service.

Nothing in this subsection shall apply to any Order for a change, restriction, or termination of service by any public agency, public body or court having jurisdiction.

3. May subcontract with another person to provide service, or a particular type of service, within a Service Area after giving written notice to, and obtaining approval of, the Board.
4. May refuse Service to a customer where service at a particular location would jeopardize the safety of the driver of the collection vehicle, or the motoring public, or cause damage to the collection vehicle or equipment, or where the customer has not provided reasonable access to the pickup point for the receptacle(s) storing solid waste or wastes or recyclable materials. Service may also be refused where there is undue hazard or risk to the person providing service due to natural or manmade constraints, such as overhanging branches, slope, topography, wet ground conditions; vicious animals; or private roads, driveways, or bridges where damage may occur to said road, driveway, or bridge, or equipment from the weight of the collection vehicle or equipment whether empty, partially full, or full. In addition, weather conditions may temporarily prevent service to a particular customer or customers. The Board, Commission, or Director, may from time to time, develop regulations establishing adequate standards of safety for the driver of a collection vehicle, the motoring public, and the public generally, and the solid waste or wastes or recyclable materials collection vehicle or equipment. If a customer is refused service for any condition other than temporary weather conditions, a written notice stating the reasons for refusal of service shall be given to said customer and the Director within seven (7) days from when service is first refused by the Collection Service Franchisee.
5. Shall provide the opportunity to recycle as follows:
 - a. Shall provide at least weekly residential on-route curbside/roadside collection of recyclable materials and weekly on-route collection of yard debris within the urban growth boundaries of Clackamas County and cities within the Metropolitan Service District.
 - b. Shall provide other on-route collection of recyclable materials as required by the County or State law.
 - c. Shall have the right to compete in the purchase or exchange for fair market value in the collection of commercial/industrial source-separated recyclable materials.
 - d. Shall design, commit resources, and provide an education, promotion and notification program to enhance recycling awareness and to provide the opportunity to recycle as provided by this chapter and ORS Chapter 459 or 459A and the rules promulgated thereunder.
 - e. Shall report to the County on recycling activities and supply all necessary information for purposes of preparing the D.E.Q. or METRO recycling report.
 - f. At the request of a permit holder shall haul any load of recyclable materials collected by the permit holder to a legally established utilization facility and may charge a fee pursuant to 10.03.330 to cover the cost of this service. The franchisee shall remit to the permit holders all revenue

derived from the sale of this material at the utilization facility.

6. Shall indemnify Clackamas County, the Board, the Commission, the Director and any of their employees or agents, and save them harmless from any and all loss, damage, claim, expense or liability arising out of operation by the Collection Service Franchise holder under his/her franchise. In the event that any suit or action is brought for injury or damage to persons or property of others against Clackamas County, the Board, the Commission, the Director or any of their employees or agents, based upon, or alleged to be based upon, any loss, damage, claim, expense or liability arising out of operations by the franchise holder under his/her franchise, the Collection Services Franchise holder shall defend the same at his/her own cost and expense; provided, however, that Clackamas County, the Board, the Commission and the Director reserve the right to retain counsel of their own choosing and join in the defense of any such suit or action.

B. The holder of a Disposal Franchise:

1. Shall not voluntarily discontinue service without giving at least ninety (90) days written notice of the proposed discontinuance of service to the Commission and to any Collection Service Franchisee using his/her disposal site; and further, shall receive the approval of the Board prior to discontinuing said service. This paragraph shall not apply to any order for closure or restriction of use by any public agency, public body, or court having jurisdiction.
2. May contract with another person to operate the disposal site after giving written notice to, and obtaining the approval of, the Board.
3. May refuse disposal service to any customer if the customer refuses to pay for the service in accordance with the rates established pursuant to this chapter. A Disposal Franchise holder who has discontinued service for refusal of a customer to pay for such service, may demand that the customer provide a reasonable deposit in advance to guarantee payment for future service prior to reinstating such service, or may demand advance payment for service.
4. Shall provide the necessary service and facilities for collecting source-separated recyclable materials as designated by D.E.Q., METRO, or the County. This shall also include development of education and promotion literature on the opportunities to recycle and recycling awareness for distribution to the user.
5. Shall indemnify Clackamas County, the Board, the Commission, the Director and any of their employees or agents, and save them harmless from any and all loss, damage, claim, expense or liability in any manner occurring in connection with, or arising out of, operations under this Disposal Franchise. In the event any suit or action is brought for injury or damage to persons or property of others against Clackamas County, the Board, the Commission, the Director or any of their employees or agents based upon or alleged to be based upon any loss, damage, claim, expense or liability in any manner occurring in connection with or arising out of operations under this Disposal Franchise, the Disposal Franchise holder shall defend the same at his/her own cost and expense; provided, however, that Clackamas County, the Board, the Commission, and the Director reserve the right to retain counsel of their own choosing and join in the defense of any suit or action.

C. The holder of a Transfer Station Franchise:

1. Shall not voluntarily discontinue service without giving at least thirty (30) days written notice of the proposed discontinuance of service to the Commission and to any Collection Service Franchisees using his/her Transfer Station; and further shall receive the approval of the Board prior to discontinuing said service. This subparagraph shall not apply to any order, foreclosure, or restriction of use, by any public agency, public body, or Court having jurisdiction.
2. May contract with another person to operate the Transfer Station after giving written notice to, and obtaining approval from, the Board.
3. May refuse service to any customer if the customer refuses to pay for this service in accordance with the rates established pursuant to this chapter. A Transfer Station Franchise holder who has discontinued service for refusal of a customer to pay for such service, may demand that the customer provide a reasonable deposit in advance to guarantee payment for future service prior to reinstating that service or may demand advance payment for service.
4. Shall provide the necessary service and facilities for collecting source-separated recyclable materials as designated by D.E.Q., METRO or the County. This shall also include development of education and promotion literature on the opportunities to recycle and recycling awareness for distribution to the user.
5. Shall indemnify Clackamas County, the Board, the Commission, the Director and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense, or liability in any manner occurring in connection with or arising out of operations under the Transfer Station Franchise. In the event any suit or action is brought for injury or damage to persons or property of others against Clackamas County, the Board, the Commission, the Director or any of their employees or agents, based upon or alleged to be based upon any loss, damage, claim, expense or liability, in any manner occurring in connection with or arising out of operations under his/her Transfer Station Franchise, the franchise holder shall defend the same at his/her own cost and expense; provided, however, that Clackamas County, the Board, the Commission, and the Director reserve the right to retain counsel of their own choosing and join in the defense of any such suit or action.

[Codified by Ord. 05-2000, 7/13/00]

10.03.270 Enforcement of Franchise Provisions

The Commission shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke, or refuse to renew a franchise as provided in this section. If, in the opinion of the Commission, there is sufficient evidence to constitute a violation of this chapter or ORS Chapter 459, or 459A, or the rules or regulations promulgated thereunder, the Commission shall notify the holder of the franchise in writing of the alleged violation and the steps necessary to be taken to cure the violation. Upon a finding that a violation exists and that the franchisee is unable to, or refuses to, cure the violation, the Commission shall make a recommendation to the Board that the franchise be suspended, modified, revoked, or that it not be renewed.

[Codified by Ord. 05-2000, 7/13/00]

10.03.280 Suspension, Modification, Revocation or Refusal to Renew a Franchise

- A. Upon recommendation by the Commission, or upon its own motion, the Board may suspend, modify, revoke, or refuse to renew a franchise upon finding that the holder thereof has:
 - 1. Willfully violated this chapter or ORS Chapter 459, or 459A, or the rules, or the regulations promulgated thereunder; or
 - 2. Willfully misrepresented material facts or information given in the application for the franchise; or
 - 3. Willfully refused to provide adequate service in a defined Service Area or at the franchised Disposal Site, Transfer Station or Depot after written notification and a reasonable opportunity to do so; or
 - 4. Willfully misrepresented the total number of collection service customers in the Franchised Service Area.
- B. In lieu of immediate suspension, modification, revocation, or refusal to renew a franchise, the Board may order compliance and make the suspension, modification, revocation, or refusal to renew a franchise or permit contingent upon compliance with the Order within the period of time stated in said Order.
- C. If the Board suspends, modifies, revokes, or refuses to renew the franchise, the action shall not become effective until thirty (30) days after the date of the Order, unless the Board finds that there is a serious and immediate danger to the public health, or that a public nuisance would be created. The holder of a franchise may request a public hearing before the Board upon the Board's Order by filing a written request for such hearing with the Board within thirty (30) days after the date of said Order. Upon the filing of said request for hearing, the Board shall set a time and place for a public hearing; and upon its Order, said hearing shall not be more than thirty (30) days from the date of filing of said request for hearing. The franchise holder and other interested persons or affected public agencies may submit oral or written evidence to the Board relevant to the Board's Order. The Board may, following the public hearing, affirm, amend, or rescind its prior Order. Subject to provisions of Section 10.03.410, the determination of the Board, after conclusion of said public hearing, shall be final.

[Codified by Ord. 05-2000, 7/13/00]

10.03.290 Preventing Interruption of Service

The holder of any franchise agrees, and it is a condition of his/her obtaining and holding the franchise, that whenever the Board finds that the failure of service would result in creation of a health hazard or a public or private nuisance, the Board shall, after reasonable notice of not less than 24 hours to the franchisee, and a public hearing, if the franchisee requests such hearing, have the right to authorize another franchise holder or another person to provide service, or to

use and operate the land, facilities or equipment of the franchise holder, for reasonable compensation to provide emergency service in the event of a serious interruption of service to all, or to a class, or group of customers for so long as such interruption continues.

[Codified by Ord. 05-2000, 7/13/00]

10.03.300 Terms of Franchises

- A. Franchises, other than Collection Service Franchises, shall be renewable unless grounds exist for refusal to renew pursuant to Section 10.03.280 of this chapter.
- B. The term for a Disposal Franchise shall be determined by the Board upon the recommendation of the Commission, based upon site longevity, population to be served, and probable use.
- C. The term for a Transfer Station Franchise shall be ten (10) years, unless upon recommendation of the Commission, the Board may adjust the term of the franchise as deemed necessary due to the cost of land, equipment, or facilities.
- D. Unless grounds exist for suspension, modification, or revocation of the Collection Service Franchise under Section 10.03.280 of this chapter, each Collection Service Franchise shall be considered as a continuing ten- (10) year term. Beginning January first (1st) of each year, the Franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to January first (1st) of any year the County notifies all the Franchisees of intent to terminate the continuing franchise system. Upon the giving of such notice, the Franchisees will each have a Franchise which will terminate on the January first (1st) which is ten years from the date of the last renewal prior to the notice of termination.
- E. The County may initiate proceedings for suspension, modification, or revocation of a Collection Service Franchise under Section 10.03.280 of this chapter, at any time, whether or not a review is being conducted.
- F. Collection Service Franchises shall be subject to a review by the Director every five (5) years. The Director shall provide a report of the review to the Commission and the Board. Upon recommendation by the Commission, or upon its own motion, the Board may order that conditions be attached to a Collection Service Franchise or that modifications be enacted by a Collection Service Franchisee, based upon the review. Any such order for conditions or modifications shall be subject to the notification and hearing process set forth in Section 10.03.280 C of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.310 Franchise Fees

- A. The Board shall collect in the manner and at the time provided in this Section, from the holder of:
 - 1. Any Collection Service Franchise, an annual fee based on gross cash receipts from collection service provided to the service area included in the Collection

Service Franchise. Said fee shall be in an amount established by the Board and shall not include cash receipts from the sale of recyclable materials.

2. Any Disposal Franchise, an annual fee based on gross annual disposal fees. Said fee shall be in an amount established by the Board.
 3. Any Transfer Station Franchise, an annual fee based on gross annual disposal fees. Said fee shall be in an amount established by the Board.
 4. These fees may be changed by resolution of the Board, upon thirty- (30) days written notice, to give an opportunity for each franchisee to be heard.
- B. Annual Collection Service Franchise fee shall be computed quarterly and shall be paid on a quarterly basis, not later than thirty (30) days after the end of each calendar quarter.
- C. Within sixty (60) days after the end of each calendar year, a Collection Service Franchise holder shall file with the Board a sworn and verified statement of his/her total gross cash receipts; and, in order that the Board may have a way of keeping up with the total number of customers in the franchised areas, the Collection Service Franchise holder shall include in the sworn and verified statement the figure for his/her total number of customers.
- D. The annual Disposal Franchise fee shall be computed monthly and paid by the 20th of the following month. Within sixty (60) days after the end of each calendar year, a Disposal Franchise holder shall file with the Board a sworn and verified statement of his/her total gross cash receipts for disposal; and, in order for the Board to have a way of keeping up with the volumes disposed, the Disposal Franchise holder shall submit a sworn statement of the total volumes disposed during the previous calendar year.
- E. Every Collection Service Franchise holder, Disposal Franchise holder or Transfer Station Franchise holder shall maintain books and records disclosing the total number of customers in his/her franchised area, which records shall be open at reasonable times and places for audits by authorized personnel of Clackamas County.

[Codified by Ord. 05-2000, 7/13/00]

10.03.320 Use of Franchise Fees

Fees collected pursuant to Section 10.03.310 of this chapter shall be placed in a fund to be known as the Solid Waste Disposal Fund and shall be used only for the purposes outlined in 10.03.020 of the Purpose and Policy Statements of this chapter, unless transferred to another fund by budget transfer approved by the Board of County Commissioners. The solid waste disposal fund shall not be used for general County purposes unless first transferred by such a budget transfer. Said fund shall be kept and accounted for separately and apart from the Clackamas County General Fund or any other fund.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 09-2001, 9/27/01]

10.03.330 Permit for Civic Community, Benevolent or Charitable Non Profit Organization or Corporation

- A. Unless franchised under Section 10.03.140 to 10.03.330 of this chapter, any civic, community, benevolent or charitable nonprofit organization or corporation conducting activities for the collection, transportation, processing or disposal of recyclable materials, shall apply for a permit therefor from the Director on forms supplied by the Director. The Collection Service Franchise holder for the area in which the permittee shall conduct such activities shall be notified of the issuance of the permit. There shall be no fee for such a Permit. The duration of the permit shall be twelve (12) months or such other time as fixed by the Director. The Director shall furnish the permittee a list of applicable regulations and such available information as may assist the permittee in his/her endeavor. The Director may reject a permit application on the grounds that the applicant is unable or unwilling to meet the standards or requirements applied by the Director. The Director may apply any reasonable standard or requirement to such permit to prevent the creation of health, fire or safety hazards, the sustenance leading to the production of vectors or anything leading to a condition of unsightliness or foul odors. Any condition applied by the Director shall become a part of the permit, and violation by the permittee of any such condition shall automatically revoke the permit granted.
- B. The permittee shall make arrangements to have the recyclable materials transported to market and shall designate who is to transport the recyclable materials when the permit is applied for. The assistance of the Collection Service Franchise holder whose Collection Service Area the recyclables are taken from may be used. If the Collection Service Franchise holder participates in transporting the recyclable materials, the said franchisee shall have the right to charge a fee pursuant to Section 10.03.340 to cover the cost of this service. Said Franchisee shall remit to the permit holder all revenue derived from the sale of the material.
- C. The Director may suspend, modify, revoke, or refuse to issue or renew a permit upon the grounds set forth in A of this section. The applicant for a permit, or the permittee, may appeal any such decision of the Director to the Commission for their decision on the matter. If the Commission suspends, modifies, revokes or refuses to renew the permit, the action shall not become effective until thirty (30) days after the date of the Commission's decision, unless the Commission finds that there is a serious and immediate danger to the public health, or that a public nuisance would be created. The holder of a permit may request a public hearing before the Commission by filing a written request for such hearing with the Commission within thirty (30) days after the decision of the Commission. Upon filing of said request for hearing, the Commission shall set a time and place for a public hearing, and upon its Order, said hearing shall not be more than thirty (30) days from the date of filing of said request for hearing. The permit holder and other interested persons or affected public agencies may submit oral or written evidence to the Commission relevant to the Commission's decision. The Commission may, following the public hearing, affirm, amend or rescind its prior decision. The determination of the Commission, after conclusion of said public hearing, shall be final.

[Codified by Ord. 05-2000, 7/13/00]

10.03.340 Determination of Waste Management Fees (WMF)

- A. Upon recommendation of the Commission, the Board may establish uniform Waste Management Fees (WMF) for collection service throughout the County, or may establish uniform WMF for collection service within zones based upon the length of haul or other factors which may, in the opinion of the Board, justify establishment of WMF differentials. The Board may also establish WMF by class of collection service customer for recycling collection costs, if said costs exceed the revenues produced by sale of recyclable materials collected. In no case shall a customer that recycles be charged more than one that does not recycle.
- B. Upon recommendation of the Commission, the Board shall consider Disposal or Transfer Station WMF based upon the type of site, the cost of operation of such site, whether or not the site is open to the public, the type of waste to be disposed of, and the cost of compliance with Federal, State and local laws and regulations together with such other factors which may, in the opinion of the Board, affect the WMF to be charged. The Board may establish uniform WMF for all Disposal sites or Transfer Stations, or may establish different WMF based upon the factors specified in this Section.
- C. Increases or decreases in WMF approved under this Section may not be made by the Board unless the Board, upon the recommendations of the Commission, finds that the increase or decrease is based upon an increase or decrease in the cost of doing business, or an increased cost of additional, better, or more comprehensive service.
- D. In determining the proposed WMF for Collection Services, the Commission and the Board shall give due consideration to: the investment in facilities and equipment; the services of management; local wage scales; the concentration of collection service customers in the service area; methods and costs of storage, collection, transportation and disposal; the length of haul to disposal facilities; a reasonable return and operating margin for the owner(s) of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charges for special pickup or pickups on days where service is not normally provided on a route; extra charges where the type of character of solid waste or wastes, including, but not limited to wastes with peculiarly offensive odors, requires special handling or service; extra charges for providing janitorial services on the premises where service is provided; and extra costs for providing the opportunity to recycle under ORS 459 and 459A.
- E. The Board may require an investigation by the Commission of any proposed WMF increase or decrease. For the purpose of making this investigation, the Commission, in cooperation with the Director, is authorized to hold public hearings, and to take and receive testimony relevant to the consideration to be made by the Board, in allowing or denying the WMF increases or decreases under this chapter. Upon completion of its investigation, the Commission shall make a report of the public hearing and shall make recommendations to the Board regarding the proposed WMF.
- F. In considering WMF increases or decreases, the Board must find that the WMF will be just, fair, reasonable, and sufficient to provide required service to the public. The Board may consider the WMF charged by other persons performing the same or similar service in the same or other areas.
- G. Where no WMF has been established for a particular type of service, the Commission may establish an interim WMF until the Board makes a final determination on the WMF for that type of service. In establishing such a WMF, the Commission shall give due

consideration to all the factors established as a guideline for the Commission and Board in this Section.

[Codified by Ord. 05-2000, 7/13/00]

10.03.350 Waste Management Fee (WMF) Preference Prohibited

- A. No Collection Service Franchise holder subject to Waste Management Fee (WMF) regulation under this chapter shall give any WMF preference to any person, locality, or type of solid waste or wastes or recyclable materials stored, collected, transported, disposed or utilized.
- B. Nothing in this Section is intended to prevent:
 - 1. The reasonable establishment of uniform classes of WMF for collection service based upon length of haul; type of solid waste or wastes or recyclable materials stored, collected, transported, disposed or utilized; the number, type, and location of customers served; or upon other factors as long as such WMF are reasonably based upon costs of the particular service and are approved by the Board in the same manner as other WMF.
 - 2. Any Collection Service Franchisee from volunteering collection or recycling service at reduced cost for a charitable, community, civic or benevolent purpose.

[Codified by Ord. 05-2000, 7/13/00]

10.03.360 Responsibility for Payment Charges for Service

Any person who receives service shall be responsible for payment for such service. The owner of any premises shall be responsible for payment for services provided to those premises to the extent permitted by Oregon Law.

[Codified by Ord. 05-2000, 7/13/00]

10.03.370 Agreement for Joint Franchises

The Board may enter into agreements with any city or county for joint or regional franchising of collection or disposal service.

[Codified by Ord. 05-2000, 7/13/00]

10.03.380 Agreements for Allocation of Franchise Fees

The Board may enter into agreements with any city or county providing for allocation of

franchise fees where the franchise service areas crosses city or county boundaries.

[Codified by Ord. 05-2000, 7/13/00]

10.03.390 Abatement

- A. The accumulation, storage, collection, transportation, disposal, or illegal dumping of solid waste or wastes by any person in violation of this chapter, or regulations promulgated thereunder, is a nuisance, and the Board or County Counsel may, in addition to other remedies provided by law, institute injunction, mandamus, abatement, and/or collection of a fine for the violation, or any other appropriate legal proceedings to temporarily, or permanently, enjoin or abate such accumulation, storage, collection, transportation, disposal, or illegal dumping.
- B. It is unlawful for any person to collect, store, transport, dispose, utilize, destroy, vandalize in any fashion, steal or take source-separated recyclable materials set out or deposited for recycling collection, without the consent of the generator and the intended recipient of such materials, and without first obtaining a franchise, subcontract, recycling license or permit.

If any person is in violation of this Section, or this chapter, or the regulations thereunder, the Board or County Counsel may, in addition to other remedies provided by law, institute injunction, mandamus, abatement, and/or collection of a fine for the violation or any other appropriate legal proceedings to temporarily, or permanently, enjoin or abate the violation.

- C. In addition to the provisions of subsections A and B of this section, if any person is in violation of these Sections or this chapter, and the regulations thereunder, the Board or Director may, in addition to other remedies provided by law, refer said violation to the Compliance Hearings Officer pursuant to the Compliance Hearings Officer Chapter to abate the violation and/or collect civil penalties or costs for the violation.
- D. The provisions of this Section are in addition to, and not in lieu of, any criminal prosecution as provided by this chapter or State law.

[Codified by Ord. 05-2000, 7/13/00]

10.03.400 Penalties

A violation of Section 10.03.060, 10.03.070, 10.03.080, 10.03.140, 10.03.310 or 10.03.340 of this chapter shall be punishable by a civil penalty in an amount set by resolution of the Board of County Commissioners, or any other penalty to the extent permitted by State law.

A penalty imposed for a violation of Section (E) of 10.03.080 may, in addition, be increased as permitted in ORS 459.108 to include all of the costs incurred by the County in removing rubbish,

trash, debris, garbage, solid waste or wastes polluting substance unlawfully placed on the property and eliminating the effects of such unlawful placement.

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

10.03.410 Court Appeal

All decisions of the Board under this chapter shall be reviewable by the Circuit Court of the State of Oregon for the County of Clackamas by Writ of Review as provided in ORS 34.010 – 34.100.

[Codified by Ord. 05-2000, 7/13/00]

10.03.420 Appeals From Decisions of the Director or Commission

The Commission or the Board, upon their own motion, or upon the request of an interested person or affected public agency, may review decisions of the Director or Commission made pursuant to this chapter.

[Codified by Ord. 05-2000, 7/13/00]

Chapter 9.02

9.02 APPLICATION AND ENFORCEMENT OF THE CLACKAMAS COUNTY BUILDING CODE

9.02.010 Purpose

The purpose of this chapter is to establish uniform performance standards for building-related codes and rules to reasonably safeguard the health, safety, welfare, comfort and security of residents of this jurisdiction who are occupants and users of buildings, and provide for the use of modern methods, devices, materials and techniques and for superior energy conservation. The provisions of this ordinance are in addition to the requirements of the State Building Code, as defined in ORS 455.010.

[Codified by Ord. 05-2000, 7/13/00]

9.02.020 Application

This chapter shall apply to the construction, reconstruction, alteration, relocation (i.e. moving), demolition, repair, maintenance and work associated with any building or structure except when located in public ways.

If any apparent conflict arises because different sections of this chapter specify different materials, methods of construction or other requirements, the most restrictive provision shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement will apply.

If any apparent conflict arises between a provision of this Chapter and Oregon Revised Statutes or State Building Code, the statutory or State Building code-provision(s) shall govern.

[Codified by Ord. 05-2000, 7/13/00]

9.02.030 Definitions

When used in this chapter, the following terms, phrases, words and their derivatives shall have the meanings ascribed to them below. When terms are used that are not defined below, they shall have the ordinary accepted meanings that are appropriate to their context. Words used in the singular include the plural and those used in the plural include the singular. Words used in the masculine gender include the feminine and those used in the feminine include the masculine.

- A. PERSON includes human beings and, where appropriate, public or private corporations, unincorporated associations, partnerships, firms, governments, governmental instrumentality, joint stock companies, trusts and estates, trustees, and any other legal entities whatsoever, and shall indicate both the singular and the plural.

BUILDING OFFICIAL is the official designated by order of the Clackamas County Board of Commissioners as the Clackamas County Building Official, and includes that official's authorized representatives.

AUTHORIZED REPRESENTATIVE may include, among others, the Community Environment Manager and his authorized inspection personnel, and the Fire Marshall.

BUILDING is any building or structure constructed for any purpose whatsoever.

BOARD OF APPEALS is the entity appointed by the Clackamas County Board of Commissioners to hear and decide appeals of orders, decisions and determinations made by the building official relative to the application and interpretation of this Chapter, except that the Board of Appeals will not have jurisdiction over appeals arising from the Electrical Specialty Code, the Manufactured Dwelling or Mobile Home Parks Administrative Rules, or the On-Site Sewage Disposal Administrative Rules, which must be appealed to the entities identified in Section 9.02.150 of this Chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.040 Clackamas County Building Code

The Clackamas County Building Code consists of the following Specialty Codes as adopted by the State of Oregon:

- A. The Oregon Structural Specialty Code, as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as part of this Chapter.
- B. The Oregon Mechanical Specialty Code, as adopted by OAR Chapter 918, Division 440, except as modified in this Chapter, shall be enforced as part of this Chapter.
- C. The Oregon Plumbing Specialty Code, as adopted by OAR Chapter 918, Division 750, except as modified in this Chapter, shall be enforced as part of this Chapter.
- D. The Oregon Electrical Specialty Code, as adopted by OAR Chapter 918, Division 251 except as modified in this Chapter, shall be enforced as part of this Chapter.
- E. The Oregon ~~One and Two Family Dwelling~~ Residential Specialty Code, as adopted by OAR Chapter 918, Division 480, except as modified in this Chapter, shall be enforced as part of this Chapter.
- F. The manufactured dwelling park and mobile home park rules adopted by OAR ~~Chapter 918 Division -600-0005 through 918-600-0110~~, except as modified in this Chapter, shall be enforced as part of this Chapter.
- G. The manufactured structures rules adopted by OAR Chapter 918, Divisions 500 ~~and, 520, 525, 530, 535, and 540~~, except as modified in this Chapter, shall be enforced as part of this Chapter.
- H. The Recreational Park and Organizational Camp Rules adopted by OAR Chapter 918, Division 650, except as modified in this Chapter, shall be enforced as part of this Chapter.
- I. ~~Chapter 9.03 of t~~The Clackamas County Code: Excavation and Grading ~~Chapter of this Code~~.
- J. The On-Site Sewage Disposal Rules as adopted by OAR Chapter 340, Division 71 and OAR Chapter 340, Division 73, except as modified in this Chapter, shall

be enforced as part of this Chapter.

K. The Oregon Energy Efficiency Specialty Code as adopted by OAR Chapter 918, Division 460, except as modified in this Chapter, shall be enforced as a part of this Chapter.

J.L. The Oregon Solar Installation Specialty Code as adopted by ORS 455.010 through 455.897, except as modified in this Chapter, shall be enforced as a part of this Chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.050 Alternate Materials And Methods

The provisions of this chapter are not intended to prevent the use of any material, alternate design or method of construction not specified in this chapter, provided the alternate has been approved and its use authorized by the building official.

The building official may approve any alternative, provided the building official finds that the proposed design is satisfactory and complies with the provisions of this chapter, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that required under this chapter in suitability, strength, effectiveness, fire resistance, durability, safety and sanitation.

The building official shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding the use of alternates. The details of any action granting approval of an alternate shall be recorded and entered in the files. An applicant may appeal the decision of the building official regarding the use of alternates to the Board of Appeals. An appeal of the building official's decision shall be accompanied by the appropriate filing fee.

ORS 455.060 provides for state rulings on acceptable materials, designs and methods of construction. When a state ruling has been issued, ORS 455.060 (4) applies.

[Codified by Ord. 05-2000, 7/13/00]

9.02.060 Modifications

When there are practical difficulties involved in carrying out the provisions of this chapter, the building official may grant modifications for individual cases. In order to grant such a modification, the building official must first find that a unique factor distinguishes the situation before him in a manner that makes it impractical to strictly apply this chapter, and that the modification is in conformance with the intent and purpose of this chapter. Such modifications shall not lessen any fire-protection requirements or any degree of structural integrity. The details of any action granting modification shall be recorded and entered in the files.

[Codified by Ord. 05-2000, 7/13/00]

9.02.070 Tests

Whenever there is insufficient evidence of compliance with any of the provisions of this chapter or evidence that any material or construction does not conform to the requirements of this chapter, the building official may require tests as proof of compliance to be made at no expense to Clackamas County.

Test methods shall be as specified by this chapter or by other recognized test standards. If there are no recognized and accepted test methods for the proposed alternate, the building official shall determine test procedures.

All tests shall be made by an approved accredited testing agency. Reports of such tests shall be retained by the building official for the period required for the retention of public records.

[Codified by Ord. 05-2000, 7/13/00]

9.02.080 Powers And Duties Of The Building Official

The building official is hereby authorized and directed to enforce all the provisions of this chapter.

The building official shall have the power to render interpretations of this chapter and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of this chapter. The building official shall have the power to vary the approval period for permits applied to resolve violations to less than the 180 days referred to in Section 9.02.270 of this Chapter.

The building official may request, and shall receive, the assistance and cooperation of other officials of this jurisdiction in the discharge of duties required by this chapter and other pertinent laws or ordinances.

[Codified by Ord. 05-2000, 7/13/00]

9.02.090 Deputies

In accordance with prescribed procedures the building official may appoint technical officers and inspectors and other employees to carry out the functions of code enforcement under this chapter. The building official may deputize such inspectors or employees as may be necessary to carry out the functions of code enforcement under this chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.100 Right Of Entry

When it is necessary to make an inspection to enforce the provisions of this chapter, or when the building official has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this chapter which makes the building or premises unsafe, dangerous or hazardous, the building official may

enter the building or premises at reasonable times to inspect or to perform the duties imposed by this chapter, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If the building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

[Codified by Ord. 05-2000, 7/13/00]

9.02.110 Stop Work Orders, Warning Notices & Violation Notices

Whenever any work is being done contrary to the provisions of this chapter, or other pertinent laws or ordinances implemented for enforcement of this chapter, the building official may order the work stopped by notice in writing served on any person engaged in doing the work or causing the work to be done, or by posting of the building or work being done, and any such person shall forthwith stop such work until authorized by the building official to resume the work.

In the discretion of the building official, warning notices or violation notices may also be issued for violations of this chapter and any other pertinent laws or ordinances implemented for enforcement of this chapter.

Orders or notices shall give a brief description of the violation identified, and shall be issued through one of the following methods:

- A. Personal service upon the person responsible for the violation;
- B. Posting at the site of the violation; or
- C. Delivered by regular U.S. mail to the address listed on the permit application (if any) submitted in association with the work in question.

Orders or notices shall contain the name of the County Department to contact regarding the violation, the name of the person issuing the order or notice, the date the order or notice was issued and a statement that failure to correct the alleged violation within the time set (no less than 30 days) may result in legal action with the courts or the Compliance Hearings Officer to abate the nuisance or both, and the imposition of penalties and enforcement fees.

If the building official believes an alleged violation presents an imminent threat to public health or safety, no warning notice need be given before pursuing remedies allowed for by this chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.120 Authority To Disconnect Utilities In Emergencies

In case of emergency, the building official shall have the authority to disconnect the energy, fuel or power supply, or plumbing utility service to a building, structure, premises or equipment regulated by this chapter when necessary to eliminate an immediate hazard to life or property. The building official shall, whenever possible, give

advance notice to the serving utility, the owner and the occupant(s) of the building or premises that utilities will be disconnected, and shall notify the serving utility, owner and occupant of the building or premises in writing of utility disconnection immediately afterward.

[Codified by Ord. 05-2000, 7/13/00]

9.02.130 Connection After Order To Disconnect

Persons shall not make connections from an energy, fuel, power supply or plumbing service, nor supply energy, fuel, power or plumbing to any equipment regulated by this chapter which has been disconnected or ordered to be disconnected by the building official, or the use of which has been ordered to be discontinued by the building official, until the building official authorizes the reconnection and use of such equipment.

[Codified by Ord. 05-2000, 7/13/00]

9.02.140 Occupancy Violations

Whenever any building or equipment therein regulated by this chapter is being used contrary to the provisions of this chapter, the building official may order such use discontinued and the structure, or portion thereof, vacated by notice served on any person causing such use to be continued. Any person receiving notice shall discontinue the use within the time prescribed by the building official to make the building, or portion thereof, comply with the requirements of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.150 Adjudicating Entities For Specific Appeals

- A. Appeals relating to the administrative portions of this chapter shall be made only to the building official.
- B. Any person aggrieved by a decision of the building official made to apply, interpret or enforce the following specialty codes may appeal that decision to the designated entities:
 - 1. Electrical Specialty Code – appeals may be made to the State of Oregon, Building Codes Division, Chief Electrical Inspector (ORS 479.853);
 - 2. Manufactured Dwelling or Mobile Home Parks – appeals, requests for interpretations, or alternate methods and materials of OAR 918, Division 600 may be made to the Administrator of the Building Codes Division for a ruling (OAR 918-600-0080); and
 - 3. On-Site Sewage Disposal – appeals may be made to the State of Oregon, Department of Environmental Quality.

Appeals of all other substantive provisions of this chapter will be made first to the building official, then to the Board of Appeals.

[Codified by Ord. 05-2000, 7/13/00]

9.02.160 Board Of Appeals

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this chapter, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to construction and who are not employees of the jurisdiction. The building official shall be an ex officio member of and shall act as secretary to the Board of Appeals but shall have no vote on any matter before the Board. The Board of Appeals shall be appointed by the governing body and shall hold office at its pleasure. The Board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the building official.

The Board of Appeals shall have no authority relative to interpretation of the administrative provisions of the code nor shall the Board be empowered to waive requirements of this chapter.

All applications for an appeal shall be accompanied by the appropriate filing fee.

Any decision relating to the suitability of alternate materials and methods of construction or interpretation by the building official with regard to this chapter, except for the State of Oregon Electrical Specialty Code, the State of Oregon Manufactured Dwelling or Mobile Home Park Rules and the State of Oregon On-Site Sewage Disposal Rules, should be appealed first to the building official, then to the Board of Appeals, in conformance with procedures provided herein.

An appeal shall be in writing, shall describe the basis for the appeal and shall first be filed with the building official.

[Codified by Ord. 05-2000, 7/13/00]

9.02.170 Form Of Appeal

- A. Any person appealing an order, decision or determination of the building official to the Board of Appeals must do so by filing at the office of the building official a written appeal containing:
1. A heading in the words: "Before the Board of Appeals for the Building Official of Clackamas County";
 2. A caption reading: "In the matter of the appeal of,," giving the names of all appellants participating in the appeal;
 3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the action of the building official;
 4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the appellant's contentions;
 5. A brief statement in ordinary and concise language of the relief sought and the reasons why the protested order or action should be reversed, modified or set aside;
 6. The signatures of all parties named as appellants and their official mailing

addresses; and

7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The Department of Transportation and Development shall make available to the public an appeal form consistent with the requirements of section A above.

The appeal shall be filed within 10 days from the date of the service of the order or from the action of the building official.

As soon as possible after receiving the written appeal, the Board of Appeals shall fix a date, time and place for the hearing by the Board of Appeals. The date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given to each appellant at least 10 days prior to the date of the hearing, either by:

1. Causing a copy of such notice to be delivered to the appellant personally;
or
2. Mailing a copy of the notice to the appellant at the address shown on the appeal.

[Codified by Ord. 05-2000, 7/13/00]

9.02.180 Effect Of Failure To Appeal

Failure of any person to file an appeal in accordance with the provisions of Section 9.01.170 shall constitute a waiver of the right to an administrative hearing and adjudication of the Notice and Order or other action of the building official.

[Codified by Ord. 05-2000, 7/13/00]

9.02.190 Scope Of Hearing On Appeal

Only those matters or issues specifically raised by the appellant in the written request for appeal shall be considered in the hearing of the appeal.

[Codified by Ord. 05-2000, 7/13/00]

9.02.200 Procedures For Conduct Of Appeals Hearings

- A. Record – A record of the entire appeal proceedings shall be made by tape recording or by any other means of permanent recording found appropriate by the Board of Appeals.
- B. Continuances – The Board of Appeals may grant requests for a continuance if good cause is shown for the continuance.
- C. Reasonable Dispatch – The Board of Appeals shall proceed with reasonable speed to conclude any matter before it.

[Codified by Ord. 05-2000, 7/13/00]

9.02.210 Form Of Notice Of Hearing

The notice to appellant shall follow this basic form, but may include additional information:

“You are hereby notified that a hearing will be held before the Board of Appeals for the Building Official of Clackamas County at [hearing location] on the _____ day of _____, _____, at the hour _____, upon the [Order or other action] regarding [address/location of building]. You may be present at the hearing. You may be represented by counsel, but need not be. You may present any relevant evidence and will be given the opportunity to cross-examine witnesses testifying against you.”

[Codified by Ord. 05-2000, 7/13/00]

9.02.220 Conduct Of Hearing

- A. Rules – Hearings need not be conducted according to court rules regarding evidence and witnesses.
- B. Oral Evidence – Oral evidence shall be taken only on oath or affirmation of the witness. The Board of Appeals may administer oaths or affirmations to witnesses.
- C. Admissibility of Evidence – Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. Common law or statutory rules that might dictate a contrary result in state courts will not apply.
- D. Exclusion of Evidence – Irrelevant, immaterial or unduly repetitious evidence shall be excluded.

Rights of Parties – Each party shall have the following rights, among others:

- 1. To call and examine witnesses on any matter relevant to the issues of the hearing;
- 2. To introduce documentary and physical evidence;
- 3. To cross-examine opposing witnesses on any matter relevant to the issues of the appeal;
- 4. To impeach any witness regardless of which party first called the witness to testify;
- 5. To rebut the evidence; and
- 6. To be represented by anyone who is lawfully permitted to do so.

Inspection of Premises – The Board of Appeals may inspect any building or premises involved in the appeal during the course of the hearing, provided that:

- 1. Notice of the inspection is given to the parties before the inspection is made;
- 2. The parties are given an opportunity to be present during the inspection, and
- 3. conclusions reached upon completion of the inspection. Each party must be given an opportunity to rebut or explain observations and conclusions announced by the Appeals. The Appeals Adjudicator states for the record the material facts observed and the Adjudicator.

[Codified by Ord. 05-2000, 7/13/00]

9.02.230 Method And Form Of Decision

- A. Form of Decision – The decision of the Board of Appeals shall be in writing, and shall contain findings of fact and a determination of the issues presented. A copy of the decision shall be delivered to the appellant personally or sent by certified mail, postage prepaid, return receipt requested. A decision shall be issued within 14 days of the conclusion of any appeals hearing.
- B. Effective Date of Decision – The effective date of the decision shall be as stated in the decision itself. The timelines for compliance with the final decision should be based on the guidelines for compliance with the original Order or action of the building official, when appropriate.

[Codified by Ord. 05-2000, 7/13/00]

9.02.240 Plans And Permits

The application, plans, specifications, computations and other data filed by an applicant for a permit shall be reviewed by the building official. Such plans may be reviewed by other departments of Clackamas County to verify compliance with any applicable laws and ordinances. If the building official finds that the work described in an application for a permit and the plans, specifications and other data filed therewith conform to the requirements of this chapter and other pertinent laws and ordinances, and that the fees have been paid, the building official shall issue a permit to the applicant.

When the building official issues a permit for which plans are required, the building official shall endorse in writing or stamp the plans and specifications. Such approved plans and specifications shall not be changed, modified or altered without authorization from the building official, and all work regulated by this chapter shall be done in accordance with the approved plans.

The building official may issue a permit for the construction of part of a building or structure before the complete plans and specifications for the whole building or structure have been submitted or approved, if adequate information and detailed statements have been filed to assure compliance with all pertinent requirements of this chapter. The holder of a partial permit who chooses to proceed assumes the risk that the permit for the entire building or structure may be denied.

[Codified by Ord. 05-2000, 7/13/00]

9.02.250 Retention Of Plans

One set of approved plans, specifications and computations shall be retained by the building official for a period of not less than 90 days from date of completion of the work covered therein; and one set of approved plans and specifications shall be returned to the applicant.

[Codified by Ord. 05-2000, 7/13/00]

9.02.260 Validity Of Permit

The building official shall consider any violations of Clackamas County Ordinances or other applicable laws that are known to him/her in responding to all permit requests and applications. The building official may refuse to issue permits under this chapter if the parcel of land, or the use of the land on which the building, or equipment is to be placed, altered, equipped or used is in violation of any Clackamas County Ordinance.

No building or site permit shall be issued by the building official until all plans for sewage disposal facilities have been approved by the appropriate authority. Further, no building containing plumbing shall be occupied until connected to a sewage disposal facility approved by the appropriate authority and meeting the minimum standards of the Oregon State Board of Health and the Department of Environmental Quality.

The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be acquiescence to any violation of any of the provisions of this chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall be null and void.

The issuance of a permit based on plans, specifications and/or other data shall not prevent the building official from thereafter requiring the correction of errors in said plans, specifications and other data, or from preventing building operations associated with the permit, if executed in violation of this chapter or of any other ordinances of this jurisdiction.

[Codified by Ord. 05-2000, 7/13/00]

9.02.270 Expiration Of Applications, Plans And Permits

- A. Automatic Expiration of Applications -- Applications for which no permit is issued within 180 days following the date of the application shall automatically expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official.
- B. Extensions on Unexpired Applications – The building official may extend the time for action by the applicant for a period not exceeding 180 days if:
 - 1. The applicant so requests; and
 - 2. The applicant shows that circumstances beyond applicant’s control have prevented action from being taken.

No application shall be extended more than once.

Pre-Conditions to Renewing Action on an Expired Application – In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

Automatic Expiration of Permits – Every permit issued by the building official under the provisions of this chapter shall automatically expire and become null and void if the building or work authorized by the permit is:

- 1. Not commenced within 180 days from the date of the permit; or
- 2. Suspended or abandoned for a period of 180 days at any time after the work is commenced, or

3. Not subject to inspection approval for a period of 180 days at any time after the work is commenced.

Extensions on Unexpired Permits – Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time originally required for good reason. The building official may extend the time for action by the permittee for a period not exceeding 180 days if:

1. The permittee requests an extension in writing; and
2. The permittee shows that circumstances beyond permittee's control have impeded progress under the permit.

No application shall be extended more than once.

Timelines for Permits Issued to Resolve Violations – In those instances where a permit is issued to resolve a violation, the building official may specify the length of approval of the permit.

Pre-Conditions to Resuming Work on Expired Permit – Before resuming work under an expired permit, a new permit must be obtained, and an additional fee remitted.

The fee will determined under the following guidelines:

1. If no changes have been made or will be made in the original plans and specifications for the work to be resumed; and the suspension or abandonment of work under the permit has not exceeded one year, then the fee will be one half the amount required for a new permit for such work; or
2. If there have been or will be changes to the original plans and specifications for the work to be resumed, or the suspension or abandonment of work under the permit has exceeded one year, then the permittee shall pay a new full permit fee.

[Codified by Ord. 05-2000, 7/13/00]

9.02.280 Work Without A Permit; Investigation Fees

Whenever any work for which a permit is required by this chapter has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, may be collected whether or not a permit is ever issued. The investigation fee shall be equal to the amount of the permit fee. The payment of the investigation fee shall not exempt any person from compliance with all other provisions of this chapter nor from any penalty prescribed by law.

[Codified by Ord. 05-2000, 7/13/00]

9.02.290 Transferability

With the permission of the building official a permit issued to one person or firm may be transferred to another person or firm to perform any work thereunder.

[Codified by Ord. 05-2000, 7/13/00]

9.02.300 Suspension; Revocation

The building official may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation of any of the provisions of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.310 Inspections

It shall be the duty of the permit holder or his/her agent to request all necessary inspections in a timely manner and according to the policies of Clackamas County, provide access to the site, and provide all necessary equipment to make inspections as determined by the building official. The permit holder shall not proceed with the building construction until authorized by the building official. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the permit holder to remove or replace any material required for proper inspection shall be the responsibility of the permit holder or his/her agent. Failure to request inspections shall result in expiration of the permit as per Section 9.02.270. The county has no obligation, responsibility, or liability to follow up on permits for which necessary inspections have not been requested or which are at risk of expiration under Section 9.02.270. The permittee shall bear all such responsibility and liability.

Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted or otherwise made available an inspection record card that will allow the building official to conveniently notate required entries regarding inspection of the work. This card shall be maintained by the permit holder and kept available until final approval has been granted by the building official.

Any person to whom a permit is issued shall be liable for any loss, damage, or injury caused or arising from the permittee's negligence, as well as for any breach of the building codes or regulations, to the person suffering such loss, damage, or injury. The permittee shall indemnify, defend and hold harmless the County and its officers, employees and agents from any and all claims, demands, actions and suits (including all attorney fees and costs, through trial and on appeal) arising from the permittee's negligence, as well as for any breach of the building codes or regulations to the person suffering such loss, damage or injury.

[Codified by Ord. 05-2000, 7/13/00]

9.02.320 Fees

Fees for permits, inspections, plan checks, site plan review, copy costs, and such other fees that the Clackamas County Board of Commissioners deem reasonable shall be as set from time to time by order of the Clackamas County Board of Commissioners.

The building official may authorize refunds of fees when the guidelines of the applicable refund policy so authorize.

The determination of value or valuation under any provisions of this chapter shall be made by the building official. The value to be used in computing building permit and plan review fees shall be the total value of all construction work associated with the permit, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

Enforcement fees are in addition to and not in lieu of civil penalties that may be imposed by a Compliance Hearings Officer or court. Enforcement fees shall be used to defray the costs of enforcement of the provisions of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

9.02.330 Violations And Enforcement

All persons shall comply with this chapter in the location, construction, maintenance, repair, alteration, or use of buildings, installations or sewage disposal systems or facilities within Clackamas County.

A violation of this chapter exists whenever a building, structure, installation, sewage disposal system or sewage disposal facility is, or is proposed to be, located, constructed, maintained, repaired, altered, or used contrary to the requirements of this chapter. Each day that a violation exists is considered to be a separate offense.

A violation of this chapter is a public nuisance, and continues to be a public nuisance until the offending building, structure, installation, system, facility or use is brought into compliance with this chapter.

The County may, in addition to the other remedies provided by law, institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate, or remove violations of this chapter. The County may also enforce this chapter through the provisions of the Clackamas County Compliance Hearing Officer Ordinance.

[Codified by Ord. 05-2000, 7/13/00]

9.02.340 Prioritization Of Violations For Enforcement

The building official is charged with administration, implementation and enforcement of the State Building Code and this chapter. His/her duties include the duty to oversee plan reviews and building inspections required under the State Building Code and this chapter, and the duty to supervise continuing enforcement when violations are identified. Since the Building Code Division has limited financial resources, the building official must exercise his/her inherent discretion to ensure that sufficient funds are available to deal with the most important public policy matters that come before him/her.

The top priority for Division resources is the processing of plans and permits properly applied for under the Codes. Although the Division must also address Code violations, violations vary greatly in severity, with some violations having a negligible impact on the public interest and others having a potentially great impact on the public interest. For this reason, the Board of County Commissioners has determined that the building official may prioritize violations for enforcement action without unduly compromising public policy. The Board of County Commissioners believes that this prioritization of violations for enforcement will result in the most effective and efficient re-allocation of Building Division resources.

[Codified by Ord. 05-2000, 7/13/00]

Chapter 6.08

6.08 CHRONIC NUISANCE

6.08.010 Chronic Nuisance Property – Violations.

- A. Any property within Clackamas County, that becomes a chronic nuisance property, as defined herein, is in violation of this Chapter and subject to its remedies.
- B. Any person who permits property under his or her ownership, possession, or control to be a chronic nuisance property, as defined herein, shall be in violation of this Chapter and subject to its remedies.

[Added by Ord. 08-2001, 7-12-01; Amended by Ord. 13-2002, 10/17/02]

6.08.020 Definitions.

- A. ABATE: Affirmative actions to remove, to stop, to prevent a nuisance including but not limited to:
 - 1. Restricting or limiting use of the Property, including posting the property with signs indicating such restrictions.
 - 2. Limiting the hours of operation of a business.
 - 3. Closing the Property for not less than six (6) months or more than one (1) year.
 - 4. Entering premises for purposes of removing, compelling the removal or destruction of the structure, thing, substance, condition or property constituting a nuisance.
 - 5. Filing a civil complaint in a court of competent jurisdiction.
- B. BOARD OF COMMISSIONERS: The Board of Commissioners for Clackamas County.
- C. CHRONIC NUISANCE PROPERTY:
 - 1. Property on which three (3) or more Nuisance Activities exist or have occurred during any sixty (60) day period or on which twelve (12) or more Nuisance Activities exist or have occurred during any twelve (12) month period; or
 - 2. Property within 200 feet of which three (3) or more Nuisance Activities exist or have occurred during any sixty (60) day period or twelve (12) or more Nuisance Activities exist or have occurred during any twelve (12) month period, and the Nuisance Activities were engaged in by any Person Associated with the Property.
- D. CONTROL: The authority to regulate, restrain, dominate, counteract or govern Property, or conduct that occurs on a Property.
- E. GOOD CAUSE: Circumstances beyond the ability of a person acting with reasonable care and diligence to control.
- F. NUISANCE ACTIVITIES:
 - 1. Any of the following activities, behaviors or conduct:
 - a. ~~Harassment as defined in ORS 166.065(1)(a).~~
 - b. ~~Intimidation as defined in ORS 166.155 through 166.165.~~
 - c. ~~Disorderly conduct as defined in ORS 166.025.~~

- d. ~~Homicide, Aggravated Murder, Manslaughter, Criminal Negligent Homicide, Assault, Menacing or Recklessly Endangering Another Person as defined in ORS 163.005 through ORS 163.195.~~
- e. ~~Rape, Sodomy, Unlawful Sexual Penetration, Sexual Abuse, Contributing to the Delinquency of a Minor or Sexual Misconduct as defined in ORS 163.160 through 163.445.~~
- f. ~~Public Indecency as defined in ORS 163.465.~~
- g. ~~Endangering the Welfare of a Minor as defined in ORS 163.575.~~
- h. ~~Prostitution or related offenses as defined in ORS 167.007 through 167.017.~~
- i. ~~Alcoholic liquor violations as defined in ORS 471.105 through 471.482.~~
- j. ~~Criminal Trespass as defined in ORS 164.243 through 164.265.~~
- k. ~~Theft or related offenses as defined in ORS 164.015 through 164.140, where the act or acts have negatively affected the surrounding neighborhood or caused a burden on the resources of the County.~~
- l. ~~Arson or related offenses as defined in ORS 164.315 through 164.335.~~
- m. ~~Possession, Manufacture, or Delivery of a Controlled Substance or related offenses as defined in ORS 167.222, ORS 167.262 and ORS 475.991 through 475.999, except acts which constitute violations under ORS 475.992(2)(b) and (4)(f).~~
- n. ~~Criminal Mischief as defined in ORS 164.345 through 164.365.~~
- o. ~~Weapons related offenses as defined in ORS 166.180, ORS 166.190, ORS 166.220, ORS 166.384 through 166.410 and ORS 166.630.~~
- p. ~~Curfew as defined in ORS 419C.680, and Clackamas County Code Sections 6.01.010 through 6.01.020.~~
- q. ~~Robbery as defined in ORS 164.395 through 164.415.~~
- r. ~~Kidnapping as defined in ORS 163.225 through 163.235.~~
- s. ~~Criminal Mistreatment as defined in ORS 163.200 through 163.206.~~
- t. ~~Any attempt to commit (as defined in ORS 161.405), Solicitation to Commit (as defined in ORS 161.435), and/or Conspiracy to Commit (as defined in ORS 161.450), any of the activities, behaviors or conduct listed in this section:~~
 - a. Any activity on the Property, the commission of which constitutes a misdemeanor or felony criminal offense, even if criminal charges have not been issued or a criminal case is pending but not yet resolved.
 - b. Noise violations as prohibited in Clackamas County Code Sections 6.05.010 through 6.05.100.
 - c. Prohibited touching and nudity in massage as prohibited in Clackamas County Code Sections 6.02.010 through 6.02.070.
 - d. Arrests for criminal activity or based on a warrant of any kind.
 - e. Aiding or abetting in the commission of any crime as described by ORS 161.155.
 - f. Ordinance or code violations, including but not limited to violations of the solid waste ordinance, where the violations appear to a sworn law enforcement officer or duly authorized code enforcement officer to be

reasonably likely to pose a threat to the health or safety of occupants or neighbors of the property or to the public at large.

g. Illegal occupation, camping, or squatting by individuals without authority or right to be on the Property.

h. Harboring or giving refuge to a person who is actively sought or wanted in custody by a law enforcement agency.

2. To qualify, all Nuisance Activities must be based on either:
 - a. Personal observation of the Sheriff or designee; or
 - b. A determination by the Sheriff or designee, either after an investigation or following a sworn statement of a person who personally witnessed the alleged incident and a determination that there are reasonable grounds to conclude that the alleged Nuisance Activities did, in fact, occur.
- G. PERMIT: To suffer, allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.
- H. PERSON: Any natural person, agent, association, firm, partnership, corporation or other entity capable of owning, occupying or using Property in Clackamas County.
- I. PERSON ASSOCIATED WITH THE PROPERTY: Any Person who, on the occasion of a Nuisance Activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a Property or any Person present on a Property. Person Associated With the Property includes, without limitation, any officer, director, customer, agent, employee, or any independent contractor of a Property, the Person in Charge, or an owner of a Property.
- J. PERSON IN CHARGE: Any Person with actual or constructive possession of a Property, including but not limited to an owner or occupant of Property under his or her ownership or Control.
- K. PROPERTY: Any property, including land and that which is affixed, incidental or appurtenant to land, including but not limited to any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit or portion thereof, or any business equipment, whether or not permanent. For Property consisting of more than one unit, Property may be limited to the unit or the portion of the Property on which any Nuisance Activity has occurred or is occurring, but includes areas of the Property used in common by all units of Property including without limitation other structures erected on the Property and areas used for parking, loading and landscaping.
- L. SHERIFF: The Clackamas County Sheriff.

[Added by Ord. 08-2001, 7/12/01; Amended by Ord. 13-2002, 10/17/02]

6.08.030 Procedure

- A. When the Sheriff or designee receives information documenting-indicating the existence of activities which qualify as nuisance activities:
 1. The Sheriff or designee shall independently review such report(s)information to determine whether a Chronic Nuisance Property as defined in 6.08.020.C. is more likely than not established by the information.
 2. Upon such determination, the Sheriff shall notify a Person in Charge in writing that the Property has been determined to be a Chronic Nuisance Property and request an abatement plan from the Person in Charge.

3. The notice shall contain the following information:
 - a. The street address or a legal description sufficient for identification of the Property.
 - b. A statement that the Sheriff has determined the Property to be a Chronic Nuisance Property with a concise description of the Nuisance Activities leading to this determination.
 - c. A demand that the Person in Charge respond within ten (10) days to the Sheriff by either describing the actions the Person in Charge intends to take to abate the Nuisance Activities (abatement plan), or indicating good cause as to why the Person in Charge cannot abate the Nuisance Activities, or contesting the determination of the Sheriff to the Board of Commissioners.
 - d. That an agreed abatement plan must be reached with the Sheriff or designee within thirty (30) days from the date of the notice of determination of Chronic Nuisance Property.
 - e. That if the Nuisance Activities are not abated and good cause for failure to abate is not shown, the matter may be referred by the Sheriff to the Board of Commissioners with a recommendation that the Board of Commissioners authorize the County Counsel to seek any remedy deemed to be appropriate to abate the Nuisance Activities.
 - f. That permitting Chronic Nuisance Property is a violation of this Chapter.
 - g. That the above remedies are in addition to those otherwise provided by law.
 4. Notice may be served by personal service, [posting on the Property](#), or ~~registered~~ [mailing](#) with return receipt requested. Notice may be delivered to the Property, to the mailing address of the owner of the Property as listed on the county tax roll, or to any other address that is likely to give the Person in Charge notice of the determination of the Sheriff.
 5. The failure of any person to receive notice shall not invalidate or otherwise affect the proceedings under this Chapter.
- B. The Sheriff may [take further action as described in Section 6.08.040 of this chapter when refer the matter to the Board of Commissioners where:](#)
1. The Person in Charge fails to respond within ten (10) days from the date of the notice of determination of Chronic Nuisance Property by the Sheriff; or
 2. No agreeable written abatement plan is reached within thirty (30) days from the notice of determination of Chronic Nuisance Property by the Sheriff; or
 3. The Person in Charge fails to abate the Nuisance Activities from the Property as required by the agreed abatement plan; or
 4. The Person in Charge fails to comply with all conditions of the written abatement plan for one year.
- C. When the Person in Charge includes both a Person with actual or constructive possession of the Property and a legal owner of the Property, both people must agree to any proposed abatement plan within the time allotted under subsection (A)(3)(d) of this Section. Failure of both to agree to a proposed abatement plan shall result in a finding by the Sheriff that the abatement plan is not agreeable under subsection (B)(2) of this Section.

- D. ~~The Person in Charge may also request a public hearing of the Board of Commissioners in writing no later than ten (10) days from the date of the notice of determination of Chronic Nuisance Property by the Sheriff.~~
- E. Failure to respond, failure to abate the Nuisance Activities, or failure to propose an abatement plan shall be prima facie evidence of lack of cooperativeness of the Person in Charge. Failure to execute or comply with any abatement plan shall be prima facie evidence of lack of good faith in mitigating or correcting the situation.
- F. ~~When a Person in Charge makes a response to the Sheriff or designee as required in Section 6.08.030, conduct or statements made in connection with the response does not constitute an admission that any Nuisance Activities have occurred or are occurring. This subsection does not require exclusion of any evidence that is otherwise admissible or offered for any other purpose.~~

[Added by Ord. 08-2001, 7/12/01; Amended by Ord. 13-2002, 10/17/02]

6.08.040 Commencement of Actions; Remedies; Burden of Proof

- A. After receiving a referral from the Sheriff ~~or his or her designee, or a request for a hearing from the Person in Charge,~~ the Board of Commissioners shall give notice of the hearing in accordance with Section 6.08.030.A.4. to the Person in Charge, and post notice of the hearing on the main entrance of the property. At the time set for hearing the Person in Charge may appear and be heard. The Board of Commissioners shall determine whether the property is Chronic Nuisance Property, whether the nuisance has been abated and whether the owner has shown good cause or otherwise has a valid defense.
- ~~B.~~ The Board of Commissioners, after adopting findings that a Chronic Nuisance Property exists, may authorize the County Counsel to commence legal proceedings in the Circuit Court to abate Chronic Nuisance Property and to seek closure of the Property, the imposition of civil penalties against any or all of the Persons in Charge thereof, and, any other relief deemed appropriate.
- ~~B.C.~~ If the County submits a case to the Circuit Court, any disputed issues of law or fact as to the Property's designation as a Chronic Nuisance Property shall be determined by a judge at a court trial. Such trial shall be held as soon as reasonably possible by the Court in light of the risks posed to the community by Chronic Nuisance Properties and the standard of proof in such a case shall be a preponderance of the evidence.
- ~~C.~~ If the Court determines a Property to be Chronic Nuisance Property, the County shall request that the eCourt may order any or all of the following remedies; that:
 - 1. That all occupants, regardless of their legal status, must vacate the Property.
 - 2. That if the occupants fail to vacate the Property, the County may remove all occupants by obtaining a writ of execution and an eviction trespass notice in substantially the manner and form provided by ORS Chapter 105. The writ of execution and eviction trespass notice shall be available to the County not less than four (4) days after the subject Property is posted with a copy of the Court's judgment.
 - 3. That the County's designee shall have authority to determine who may access the Property and for what purposes and duration such access is appropriate;

4. That anyone who accesses the Property without proper authorization from the County may be arrested for trespassing.
5. That upon the vacation or removal of all occupants, the County may enter and Property be immediately closed and secured the Property against all unauthorized access, use and occupancy. The Court may order that the Property remain closed for a period of not less than six (6) months, nor more than of time not to exceed one (1) year.
6. That any owner or occupant of the Property who is named as a party in the lawsuit shall pay a civil penalty in an amount authorized by the Board of County Commissioners in Appendix B to the Clackamas County Code.
7. That any owner or occupant of the Property must take remedial steps to clean up or secure the Property, or to otherwise abate any activity or condition on the Property causing a risk to the health or safety of any occupants of the Property or any people residing in the vicinity of the Property. The Court may condition re-entry onto the Property on completion of said remedial steps.
8. Any other remedy that the Court deems appropriate in light of the circumstances.

The order shall be entered as part of the final judgment. The Court shall retain jurisdiction during any period of closure and to enforce the terms and conditions of the judgment.

~~D.~~ ~~If the Court determines a Property to be Chronic Nuisance Property, the Court may impose a civil penalty in an amount set by resolution of the Board of County Commissioners, for each day Nuisance Activities occurred on the Property, following notice of determination by the Sheriff; or, the cost to the County to abate the Nuisance Activities at the Property whichever is greater. The amount of the civil penalty shall be assessed against the Person in Charge and/or the Property and may be included in the County's money judgment.~~

DE. When establishing the amount of any civil penalty, the Court may consider any of the following factors and shall cite those found applicable based on the evidence presented:

1. The actions taken by the Person in Charge to mitigate or correct the Nuisance Activities at the Property;
2. The financial condition of the Person in Charge;
3. Continuous or repeated nature of the problem;
4. The magnitude or gravity of the problem;
5. The cooperativeness of the Person in Charge with the County;
6. The cost to the County of investigating and correcting or attempting to correct the Nuisance Activities;
7. The effect upon the surrounding neighborhood during the history of the Nuisance Activities;
8. The good faith of the Person in Charge in executing and complying with any abatement plan; and
9. Any other factor deemed relevant by the Court.

EF. The County shall have the initial burden of proof to show by a preponderance of the evidence that the Property is a Chronic Nuisance Property.

FG. Evidence of a Property's general reputation and/or the reputation of persons residing in or frequenting it shall be admissible.

[Added by Ord. 08-2001, 7/12/01; Amended by Ord. 05-2003, 3/13/03]

6.08.050 Summary Closure

Any summary closure proceeding shall be based on evidence showing that Nuisance Activities exist or have occurred on the Property and that emergency action is necessary to avoid an immediate threat to public welfare and safety. Proceedings to obtain an order of summary closure shall be governed by the provisions of ORCP 79 for obtaining temporary restraining orders. ~~In the event of summary closure, the County is not required to comply with the notification procedures set forth in Section 6.08.030.A.3, nor the Board of Commissioners hearing procedure provided by Section 6.08.040.~~

[Added by Ord. 08-2001, 7/12/01]

6.08.060 Entering Closed Property

It is unlawful for any person to enter, use or remain in or on property that has been ordered closed pursuant to this Chapter.

[Added by Ord. 08-2001, 7/12/01]

6.08.070 Enforcement

- A. The Court may authorize the County to physically secure the Property against all unauthorized access, use or occupancy in the event that the Person in Charge fails to do so within the time specified by the Court.
- B. In the event that the County is authorized to secure the Property, the County shall recover from the Owner or Person in Charge all costs reasonably incurred by the County to physically secure the Property. The County shall prepare and submit a statement of costs incurred in physically securing the Property to the Court for review as provided by ORCP 68.
- C. The Person in Charge ~~shall~~ may be required by the Court pay reasonable relocation costs of a tenant as defined by ORS 90.100(28), if, without actual notice, the tenant moved into the Property after either:
 - 1. A Person in Charge received notice of the determination of the Sheriff pursuant to Section 6.08.030.A.3.; or
 - 2. A Person in Charge received notice of an action brought pursuant to Section 6.08.040 and 6.08.050.
- D. A lien shall be created against the Property for the amount of the County's money judgment. In addition, any Person who is assessed penalties under this chapter shall be personally liable for payment thereof to the County. Judgments imposed by this Chapter shall bear interest at the statutory rate.

[Added by Ord. 08-2001, 7/12/01]

6.08.080 Liability

Nothing herein shall be relied on or construed as establishing any County responsibility, obligation or liability to any third party, for damages or otherwise, arising from the actions or inaction of the County in applying this Chapter. Nothing herein lessens or otherwise alters the Person in Charge's responsibility to third parties arising from use and condition of the Property.
[Added by Ord. 08-2001, 7/12/01]

6.08.090 Attorney Fees

The Court may, in its discretion, award attorney fees to the prevailing party.
[Added by Ord. 08-2001, 7/12/01]

6.08.100 Sunset Clause

[Added by Ord. 08-2001, 7/12/01; Amended by Ord. 13-2002, 11/17/02; Deleted by Ord. 14-2004, 12/16/04]

6.08.110 Severability

The provisions of this Chapter are intended to be consistent with any applicable provisions of state law. If any provisions of this Chapter, or its application to any person, or circumstances is held to be invalid for any reason, the remainder of the Chapter, or the application of its provisions to other persons or circumstances shall not in any way be affected.
[Added by Ord. 08-2001, 7/12/01]

TITLE 2

GOVERNMENT ADMINISTRATION

* * *

Chapter 2.05

2.05 PERSONNEL POLICIES AND PROCEDURES FOR CLACKAMAS COUNTY EMPLOYEES

2.05.010 Responsibilities

- A. The Board of County Commissioners reserves the right to make changes in the Personnel Chapter 2.05 at any time. These changes will become effective only when made in writing.
- B. The Department of Employee Services shall provide supervisory staff with a copy of the Personnel Chapter 2.05 and any subsequent updates.
- C. It is the responsibility of each elected official and Division/Department Director to be familiar with and administer these policies in a consistent and impartial manner.
- D. It is the responsibility of each Department to maintain an updated Personnel Chapter 2.05 in a location easily accessible to all employees. Chapter 2.05 will be available to all employees on the County internet and intranet.
- E. It is the responsibility of all employees to familiarize themselves with and follow the policies in this chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09]

2.05.020 Intent Of Document

The Clackamas County Personnel Chapter does not establish a property right or contractual right of employment to any Clackamas County employee.

[Codified by Ord. 05-2000, 7/13/00]

* * *

2.05.040.3 Application Of Personnel Chapter

All positions within the County government shall be divided into the classified or unclassified service.

- A. Classified Services: The classified service shall include all positions that are not included in the unclassified service. Positions in the classified service are subject to all of the provisions in this Personnel Chapter.
- B. Unclassified Service: The unclassified service shall include the following offices and positions:
 - 1. Any officer, chosen by popular election or appointed to fill a vacancy caused by death, resignation or removal of any officer chosen by election.
 - 2. Any special Deputy Sheriff or peace officer appointed to act without compensation from the County.
 - 3. Any Deputy District Attorney, the District Attorney Office Manager, the District Attorney Victim Assistance Manager, and the District Attorney Senior Administrative Services Manager.
 - 4. Any member of a board or commission whose principle vocation is other than as a County employee.
 - 5. Persons employed as on-site property managers residing in County-owned or County-provided facilities.
 - 6. Persons employed in unallocated positions (also known as temporary positions).
 - 7. Any part-time employee working less than half time.
 - 8. Persons employed under a limited term appointment status.
 - 9. The County Administrator, under employment contract with the Board of County Commissioners.
 - 10. Department directors, ~~and the County Surveyor,~~ under employment contract with the County Administrator.
 - 11. Persons holding positions ~~whose positions are~~ designated by the County Administrator as appropriate for unclassified status, who hold positions under employment contract with the County Administrator.
 - 12. Persons employed in the Sheriff's Office as a Captain or Undersheriff.
 - 13. The County Counsel, under employment contract with the Board of County Commissioners.
 - 14. Employees of the Office of County Counsel, under employment contracts with the County Counsel.

~~Persons employed in unrepresented positions in the County Justice Court.~~

-[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 13-2003, 7/13/03; Amended by Ord. 07-2005, 11/3/05; Amended by Ord. 04-2007, 4/26/07; Amended by Ord. 01-2009, 2/5/09; Amended by Ord. 05-2009, 10/29/09; Amended by Ord. 02-2012, 1/5/12; Amended by Ord. 05-2014, 9/25/14]

* * *

2.05.050 Classification Of Positions

2.05.050.5 Classification Downgrading

Classification downgrading occurs when a position is assigned to a different or new classification that carries a lower salary grade. "Lower salary grade" for these purposes means a minimum of 4.0% difference when comparing the maximum hourly rates of pay of the salary grades. An employee whose position has been downgraded shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be placed on the layoff register for their former classification or any equivalent classification for a period of two (2) years from the date of downgrading. Placement on the layoff register will allow referral and consideration for other positions within the same or equivalent classifications as the position held prior to classification downgrading. The order in which names will be placed on the layoff register shall be based upon seniority. An "equivalent classification" is defined as one requiring both the same kind of knowledge and the same degree of skills. Demonstration of the employee's skills and knowledge in appropriate selection procedures may be required by the Department of Employee Services or appointing authority prior to being placed in another position in the former or equivalent classification.

A downward reclassified employee will have no changes made to salary increase eligibility date or to an existing probationary period. At the request of the Department Director, the ~~Board of County Commissioners~~County Administrator may authorize continuation of the same salary rate as an employee received prior to a downgrading of the position (a "red circle"). The employee receiving a red circle pay rate shall receive no future salary increases until the salary grade of the position exceeds the "red circle" rate. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09]

2.05.050.6 Classification Review Of New Positions

When a new, regular position is approved by the ~~Board of County Commissioners~~County Administrator, a position requisition and position classification questionnaire shall be submitted to the Department of Employee Services. The Department of Employee Services shall review the proposed duties and responsibilities of any new position added to the Classified Service and determine the appropriate classification and compensation. At the request of the ~~Board of County Commissioners~~County Administrator, the Department of Employee Services shall also review position requisitions with regard to the need for the position. A new position shall not be filled until the Board of County Commissioners approves the ~~classification assignment~~, position requisition, and budgetary allocation for the new position. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09]

* * *

2.05.060 Compensation Plan

2.05.060.1 Maintenance Of Compensation Plan

The Department of Employee Services, under direction of the County Administrator, shall maintain a compensation plan. It is the responsibility of the Department of Employee Services to keep the County Administrator informed of the adequacy of the County's compensation plan. The plan shall include for each classification a minimum and a maximum pay rate and such intermediate rates as are considered necessary or equitable. The salary grades shall reflect the relative responsibilities of the classification, availability of labor, prevailing rates of pay and financial conditions of the County. The County Administrator shall assign the compensation of all classified and unclassified positions except for those positions whose salaries are determined under state laws. In determining the amount of compensation thereof, the County Administrator shall give due consideration to the recommendations of the Department of Employee Services and the appointing authority.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09]

2.05.060.2 Administration Of Compensation Plan

- A. Rates of Pay: Classified employees shall be paid at a rate established within the salary grade for the classification in which they are employed, unless otherwise authorized by the County Administrator.
- B. Entrance Salary: An employee will be appointed at the entrance rate for each classification. The entrance rate shall be the first step or minimum pay rate in a salary grade established by a collective bargaining agreement or for nonrepresented employees it shall be any rate from minimum to midpoint in the established salary grade. If an appointment or reinstatement above the entrance rate (“upper-step”) is requested, authorization must be ~~obtained from the County Administrator, through the Department of Employee Services~~ by the Department Director. In determining such requests, the ~~County Administrator~~ Department Director shall give consideration to qualifications of the candidate, availability of applicants and the resulting salary relationship with other positions.
- C. Salary Increases: Salary increases are not automatic. Appointing authorities shall recommend to the County Administrator salary increases only for those employees who have demonstrated high standards of work performance. Work performance should be reviewed periodically to determine whether increases have been earned. (Refer to Performance Evaluation 2.05.120.)
 1. Eligibility for Salary Increases: New employees or promoted employees shall be eligible for advancement to the next step or applicable percentage increase within the salary grade for their classification six (6) months from the first of the month following their first day of work in the position. Thereafter, employees are eligible for a salary increase at the conclusion of twelve (12) months of continuous service since their last in-grade salary adjustment other than an exceptional increase. Eligibility for salary increases shall continue until employees reach the last step in their respective salary grade.
 2. Exceptional Increases:

- a. An appointing authority may request an exceptional increase for any employee when:
- i. The employee's performance is outstanding in relation to other employees in the same department, and the employee's outstanding performance is documented according to an approved performance evaluation program; or
 - ii. Other factors exist, such as compression of pay rates, which justify an exceptional increase; and;
 - iii. Funds for such "special" increases are budgeted; and,
 - iv. At least six (6) months have passed since the last "salary" or "step" increase, or last promotion.
- b. Exceptional increases must be approved by the Department Director and will generally be limited to the maximum amount of a regular merit increase or one step or percentage amount equivalent to one salary increase. An amount greater than this must be authorized by the County Administrator. Exceptional increases will not affect an employee's established salary increase date.
3. Interim Increases: An employee whose salary increase is denied may be eligible for an increase following an additional six-month period during which successful performance is monitored and documented. If such a salary increase is granted, the employee's new date of eligibility for a salary increase shall be one year from the date of the last salary increase.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09; Amended by Ord. 05-2014, 9/25/14]

2.05.060.3 Salary Range Grade Adjustments

- A. General: The compensation plan for County personnel shall provide reasonably competitive grades of pay for each classification. The County Administrator may make adjustments in salary grade(s) as necessary to attract and retain competent personnel and to provide equity between the various classifications. Such salary grade adjustments are to be distinguished from salary increases. Salary grade adjustments are not intended to give recognition to length or quality of service; rather they are based solely on prevailing rates of pay for the various classes of work in the County service.
- B. Effect of Salary Grade Adjustments: For Non-Represented employees, when the If a salary grade for a classification is adjusted upward, the salary pay rate of an incumbent employee is not impacted if their pay rate falls within the new salary grade. usually adjusted. Circumstances indicating adjustment consideration include If an employee's pay rate fallsing below the minimum of the new salary grade, it shall be increased to the minimum of the grade. If an employee has been at the top of their salary grade for greater than one year, the employee shall receive the equivalent on one merit increase effective the first of the month following implementation of the new salary grade, and be eligible for merit

increases annually thereafter until the top of the grade is reached. When the salary grade for a classification is adjusted downward, the pay rate of an incumbent employee is not impacted if their pay rate falls within the new salary grade. If an employee's pay rate falls above the maximum of the new salary grade, the employee's pay rate shall be red-circled. ~~salary grade and negotiations with recognized bargaining groups.~~ This method for determining individual employee pay rate changes shall be applied consistently to all employees within the affected classification, unless otherwise salary grade and negotiated ions with recognized bargaining groups. .

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2009, 10/29/09]

* * *

2.05.140.5 Reclassification

When a position is reclassified to a classification with a higher salary grade under the provisions of classification upgrading, the incumbent shall be advanced to the minimum or first step in the new grade or to the rate of pay that most closely approximates a five (5) percent increase from the employee's regular rate of pay, whichever is higher. The salary adjustment will take place on the effective date of reclassification. The employee's salary increase date will be adjusted to the first of the month following twelve (12) full months from the date of a classification upgrading.

When a position is reclassified downward, the incumbent's salary may remain the same if it is within the new salary grade. The employee's salary increase date will not be affected as a result of reclassification downward. If the position is downgraded to a classification that has a pay grade lower than the employees' current rate of pay, the salary rate may be red circled.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2005, 11/3/05]

2.05.140.6 Temporary Out-Of-Class

Employees may be temporarily assigned higher or lower compensated duties without a change in pay, where periodic or regular variations in assignments occur because of seasonal needs or because of the nature of the duties or the work schedule. Such variations shall be considered as incidental to the position.

Unless otherwise specified in the collective bargaining agreement, an employee directed to continuously perform duties of a higher level classification shall be entitled to compensation at the higher level for the time worked in excess of thirty (30) consecutive days, providing such assignment clearly encompasses the full scope of duties and responsibilities normally associated with the higher level classification as confirmed and pre-approved by the appointing authority. Requests for such additional compensation shall be made by the appointing authority to the Department of Employee Services. Temporary out-of-classification pay is awarded as 5% of base pay or to the minimum rate of the higher level classification salary grade, whichever is greater.

The Director of Employee Services has the authority to approve temporary out-of-classification pay for extenuating circumstances where an appropriate classification at a higher salary grade does not exist. Such circumstances may include when a classification at a higher salary grade is in the development or approval stages, or when an employee is performing additional duties for a specific duration of time such as during a reorganization, etc. Approval of temporary out-of-classification pay shall not be retroactive unless approved by the Director of Employee Services~~Board of County Commissioners~~.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 07-2005, 11/3/05; Amended by Ord. 05-2009, 10/29/09]

* * *

Chapter 2.14

2.14 COUNTY SURVEYOR

2.14.010 Appointment of County Surveyor

A. The County Administrator or designee shall appoint, as County Surveyor, a person who is registered under the laws of the State of Oregon as a registered professional land surveyor, and who otherwise meets the eligibility requirements of ORS 204.016(1).

~~B. The County Surveyor serves at the pleasure of the County Administrator as an unclassified employee (as defined in Chapter 2.05) under an employment agreement. The County Administrator may accomplish the act of appointment to the office of County Surveyor by entering into a written employment agreement for the position of County Surveyor, and appointment to the office will continue thereafter until the employment relationship is ended by termination of the employment agreement, or by resignation or retirement.~~

[Added by Ord. 02-2012, 1/4/12]

2.14.020 Authority

The County Surveyor has the authority to perform all the duties of a County Surveyor as set forth in ORS Chapter 209 or in the County Code, and such other duties as may be directed by the County Administrator.

[Added by Ord. 02-2012, 1/4/12]

2.14.030 Duties

A. The County Surveyor appointed as provided in this Chapter is responsible for performing the duties of office as set forth by ORS Chapter 209, the duties set forth in the County Code, and such other duties as the County Administrator shall determine.

B. The County Surveyor will report to a person designated by the County Administrator.

[Added by Ord. 02-2012, 1/4/12]

LCRB Proposed Amendments

[Note: The Local Contract Review Board Rules are Appendix C to the County Code]

DIVISION C-050

AUTHORITY TO SIGN CONTRACTS

C-050-0100 Delegation of Authority to sign Contracts and Amendments

(1) **Application.** The Board has authority to sign all Contracts and Contract amendments or renewals for the Contracting Agency. The purpose of these division C-050 rules is to establish a limited delegation of that authority to sign Contracts and Contract amendments or renewals. In other words, these rules identify the persons other than the Board who have the authority to sign Contracts and Contract amendments or renewals for the Contracting Agency. They do not address the type of procurement process that is to be followed, such as Invitation to Bid, Request for Proposals, or other procurement process.

(2) Authority to Sign Contracts and Contract Amendments.

(a) Officers and employees of Clackamas County holding the positions listed in this subsection have the authority to sign Contracts with a value not to exceed a total of \$150,000 in the aggregate for any one project or for any one contractor in a single fiscal year.

(b) The listed persons also have authority to sign Contract amendments or renewals, if the amendment does not exceed 10% of the original Contract amount or \$150,000 [for the entirety of the term of the Contract](#), whichever is less.

Assessor

Business and Community Services Director

Business and Community Services Deputy Director

C-Com Director

[Chief Deputy](#)

County Clerk

~~[Community and Legislative Affairs Director](#)~~

Community Corrections Director

~~[Community Development Director](#)~~

County Administrator

County Counsel

Deputy County Administrator

District Attorney

District Attorney Office Administrator (Administrative Services Manager)

Emergency Management Director

Employee Services Director

[Employee Services Deputy Director](#)

Family Court Services Director

Finance Director

[Finance Deputy Director](#)

~~[Homeland Security Director](#)~~

Health, Housing and Human Services Director

Health, Housing and Human Services ~~Assistant Deputy~~ Director [of Operations](#)

Technology Services Director

Technology Services Deputy Director

Justice of the Peace

Juvenile Department Director

Law Library Librarian

~~[Library Director](#)~~

Public and Government Relations Director

~~[Procurement Division Director](#)~~~~[Purchasing Manager](#)~~

Sheriff

Tourism and Development Council Executive Director

Transportation and Development Director

Transportation and Development Deputy Director

~~[Transportation and Development Business Services Manager](#)~~

Treasurer

Undersheriff

Water Environment Services Director

~~—(c) For the period of **December 21, 2015 through January 4, 2016**, the Board of County Commissioners delegates authority to the county Administrator to sign all contracts or contract amendments. The county Administrator will report to the Board of County Commissioners on Thursday, January 15, 2015 at the regularly scheduled Business Meeting, regarding any contracts signed by the County Administrator during this time period.~~

(3) District Attorney's, Sheriff's, Treasurer's, Assessor's County Clerk's and Justice of the Peace's Additional Authority. In addition to the authority granted above in subsection (2), the District Attorney, the Sheriff, the Treasurer, the Assessor the County Clerk and the Justice of the Peace have the authority to sign Contract amendments, for contracts other than Public Improvement contracts, which do not exceed 10% of the original contract amount, or \$150,000, whichever is greater.

(4) DTD Director's and WES Director's Additional Authority. In addition to the authority granted above in subsection (2), the Transportation and Development Director, and the Water and Environment Services Director, have the authority to sign Contract amendments, for Public Improvement contracts, which do not exceed 10% of the original contract amount, or \$150,000, whichever is greater.

(5) County Administrator's Additional Authority. In addition to the authority granted above in subsection (2), the County Administrator has the authority to sign Contract amendments for both Public Improvement contracts and other contracts, which do not exceed 10% of the original contract amount, or \$150,000, whichever is greater.

In addition to the authority granted above, when (i) there exists an emergency such that a quorum of the Board of County Commissioners cannot meet before an action must be taken for the protection of the public and/or public goods, or (ii) a quorum of the Board of County Commissioners is not assembled for two or more regularly scheduled public business meetings, then the County Administrator is authorized to enter into contracts and contract amendments for the purchase of products and or services for any amount under the following conditions:

- (a) The Office of County Counsel has reviewed and approved the contract or amendment;
- (b) Sufficient monies are available to fund the contract or amendment; and
- (c) The County Administrator shall not approve any contracts or amendment, or take any other action, that requires a public hearing.

In such circumstances, it is the intent of the Board to grant the County Administrator sufficient authority to take such actions as are necessary to make certain emergencies are addressed and/or that County business can continue until such time as a quorum can be convened. The County Administrator shall provide a full report to the Board of County Commissioners at their next available business meeting on the exercise of any authority provided for under this provision.

(6) Authority Exclusive. The delegations of authority set forth in this section are exclusive, and no other persons have authority to perform such functions without express written authority from the Board granted after the adoption of this section. All previous delegations of authority adopted by the Board with respect to these Rules are hereby repealed. The County Administrator has other authority granted in Chapters 2.05 and 2.09 of the County Code, such as the authority to sign employment contracts.

(7) **Other Limits.** The authority granted in this section to sign Contract amendments does not override the limits on Contract amendments for Contracts awarded as small Procurements under C-047-0265 or intermediate Procurements under C-047-0270. Amendments to small Procurements shall not increase the Contract Price to greater than \$6,000. Amendments to intermediate Procurements shall not exceed 25% of the original Contract Price or \$25,000, whichever is greater.

[Adopted by Order NO. 2005-34, enacted 2/24/05; amended by Order No. 2006-366, enacted 8-24-06; Amended by Order No. 2008-08, enacted 1/31/08; Amended by Order No. 2008-165, enacted 10/16/08; Amended by Order No. 2009-84, enacted 7/9/09; amended by Order No. 2010-21, enacted 3/18/10; Amended by Order No. 2012-41, enacted 6/7/12.]

July 28, 2016

Board of Commissioners
Clackamas County

Approval of a Subrecipient Agreement with
Northwest Family Services for PreventNet Community Schools – Urban

Purpose/Outcomes	PreventNet Community Schools provide in-school services to improve academic outcomes for at-risk/high-risk youth.
Dollar Amount and Fiscal Impact	\$164,500 Federal Funds: CFDA #93.667 No County General Funds are involved
Funding Source	Oregon Department of Education Youth Development Division
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook x 5677
Contract No.	7874

BACKGROUND: BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of a subrecipient agreement with Northwest Family Services for PreventNet Community Schools Sites in the urban area (Alder Creek Middle School, Rowe Middle School, and Milwaukie High School). Services to be provided under this agreement include resources and support to improve academic achievement. A minimum of 249 youth will be served.

Services are funded with Title XX Federal Funds, CFDA Number 93.667, granted through Oregon Department of Education Youth Development Division. This agreement is effective as of July 1, 2016 and terminates on June 30, 2017 and has a maximum value of \$164,500. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 17-014**

Project Name: **Northwest Family Services PreventNet Community Schools – Urban**

Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its
Department of Health, Housing & Human Services (COUNTY)
and **Northwest Family Services** (SUBRECIPIENT), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: **Mike Morasko**

Program Manager: **Korene Mather**

Clackamas County – Finance

Clackamas County – Children, Youth & Families Division

2051 Kaen Road

150 Beaver Creek Rd

Oregon City, OR 97045

Oregon City, OR 97045

Phone: 503-742-5435

Phone: 503-650-5683

mmorasko@clackamas.us

korenemat@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Rose Fuller**

Program Representative: **Cindy Bankston**

6200 SE King Rd.

6200 SE King Rd.

Portland, Oregon 97222

Portland, Oregon 97222

Phone: 503-546-6377

Phone: 503-546-6377

Email: rfuller@nwfs.org

Email: cbankston@nwfs.org

DUNS: 612467134

RECITALS

1. **Northwest Family Services** (SUBRECIPIENT) is a not-for-profit organization whose mission is to equip people with vital skills for a lifetime in support of child well-being and family stability. Northwest Family Services partners with schools, county agencies, and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment, including academic skills enhancement, alcohol and drug education and prevention, culturally focused activities, gender-specific programs, leadership and youth development programming, parent education, peer mediation, recreation/sports activities, restorative justice, supervised community service and service learning, and truancy prevention.
2. Clackamas County (COUNTY) desires to work with SUBRECIPIENT to promote youth academic success and reduce high risk behaviors that could lead to drop out and/or juvenile justice system involvement.
3. Program Description: PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, SUBRECIPIENT), community members, local businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools, both during and after hours to increase youths' protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills and reduce risk behaviors such as poor school performance, truancy, alcohol and drug use, negative peer association, etc.

4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the **July 1, 2016** and shall expire on **June 30, 2017**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached **Exhibit A: Subrecipient Statement of Program Objectives**. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the **Title XX Youth Investment Block Grant Funds** that is the source of the grant funding, in addition to compliance with requirements of 45 CFR, Part 96.

4. **Grant Funds.** The COUNTY's funding for this Agreement is the **Oregon Department of Education Youth Development Division Youth and Community Grant – PreventNet Community Schools: Urban, Gladstone, Oregon City, Milwaukie (Catalogue of Federal Domestic Assistance [CFDA] #: 93.667)** issued as Title XX Youth Investment Block Grant Funds by the U.S. Department of Health and Human Services.

The maximum, not to exceed, grant amount that the COUNTY will pay is **\$164,500**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business-days notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** The COUNTY certifies that \$350,000 in Federal Funds have been obligated to COUNTY on this award. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use a 3.3% indirect cost recovery rate, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. Indirect cost recovery shall follow SUBRECIPIENT's written cost allocation plan.
 - h) **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
 - i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
 - j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E** for each period (monthly, quarterly, and final) during the term of this Agreement.
 - k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
 - l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F & G), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 30 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual

supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- m) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Special Conditions.** SUBRECIPIENT will provide updated financial policies and procedures, addressing issues raised in COUNTY letter dated 7/12/16, and will provide an itemized general

ledger for the period 9/1/16-9/30/16, including backup (receipts, timesheets) to accompany their request for reimbursement for the same period by October 15, 2016.

- s) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the **Oregon Department of Education Youth Development Division Youth and Community Grant – PreventNet Community Schools: Urban, Gladstone, Oregon City, Milwaukie** issued as Title XX Youth Investment Block Grant Funds by the U.S. Department of Health and Human Services, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations.
- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.

- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- e) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

11. Federal and State Procurement Standards

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

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

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

- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

(Signature Page Follows)

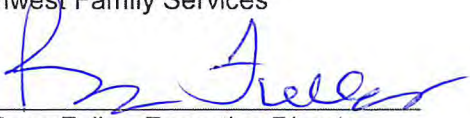
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

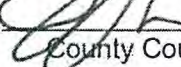
Northwest Family Services

By: _____
Signing on behalf of the Board

By: 
Rose Fuller, Executive Director

Dated: 7/19/16

Approved to Form

By: 
County Counsel

Dated: 7/18/16

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Residual Supplies Inventory

EXHIBIT A: STATEMENT OF PROGRAM OBJECTIVES

BACKGROUND

The PreventNet Community School System was created in 2001 as a community/school-based service system. It improves outcomes for high-risk youth and their families by creating a web of support among schools, non-profit agencies (in this case, **Northwest Family Services**), community members, local businesses, and local government. These evidence-based prevention and early intervention services are provided in the schools to:

- Increase protective factors by building nurturing relationships with positive adult role models, improving attachment to school, building leadership and problem-solving skills;
- Reduce risk behaviors such as poor school performance, truancy, alcohol and drug use, improved student behavior, negative peer association, etc.

PreventNet Community School services include:

- Evidence-based prevention and early intervention programming provided within the school setting, including academic assistance, truancy prevention, community awareness and mobilization, conflict resolution and interpersonal skill development, leadership and positive youth development, and mentoring.
- Care coordination, referral to resources and services needed by the youth and/or their families (basic needs, health/behavioral health assessments and treatment, parenting education, etc.)

Northwest Family Services will provide PreventNet services for this contract at three schools in the urban area: Milwaukie HS, Rowe MS, and Alder Creek MS. The array of services for youth and their families at the sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with class work, peer mentoring, guided support/asset-building groups, parenting classes, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities.

Goals:

- Improve attendance for CORE youth with a history of truancy or deemed at risk for chronic truancy.
- Improve academic performance of CORE youth
- Connect CORE youth and/or their families to appropriate community resources

PROJECT

Northwest Family Services support to Clackamas County includes:

- PreventNet site infrastructure in such a way as to meet reporting and outcome expectations
- Maintaining confidential all client personal information except as required by terms of this agreement, specifically as regards providing information to contract administration staff, to whom all PreventNet related records should be made available for the purpose of site reviews, examinations, and audits. Client/parent/guardian written consent must be obtained for personal record sharing with sources other than contract administrators.
- Creating and maintaining all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit verification of how funding under this contract was expended.

Exhibit B: SUBRECIPIENT PROGRAM BUDGET

Note: All expenditures must have adequate supporting documentation.

Subrecipient: Northwest Family Services	Grant Number: 17-014
Address: 6200 SE King Rd., Portland, OR 97222	Report Period: 7/1/16-6/30/17
PreventNet - Urban	Contract #:
Contact Person: Rose Fuller	Federal Award #:
Phone Number: 503-546-6377	CFDA(s): 93.667
E-mail: rfuller@nwfs.org	

	Budget Category	Budget
Personnel	Site Coordinator Salary @ 3 sites	\$ 105,304.00
	Coordinator Fringe @ .24	\$ 25,273.00
	Supervision @ 3 sites .24	\$ 13,440.00
	Supervision Fringe @ .24	\$ 3,226.00
Administration	Bookkeeper/Payroll .06 FTE & Fringe @.24	\$ 3,385.00
	Indirect - 2.5% (see written allocation plan)	\$ 4,001.00
Program Materials and Supplies	Supplies/Materials @ 3 sites	\$ 3,719.00
	Phone	\$ 1,050.00
	Insurance(s)	\$ 900.00
	Mileage	\$ 3,002.00
	Staff training	\$ 1,200.00
Total Grant Funds Requested		\$ 164,500.00

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement.

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

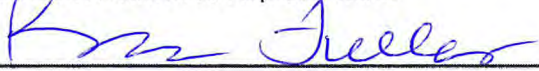
[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Northwest Family Services
Organization Name

PreventNet – Urban, Gladstone, Milwaukie, Oregon City
Award Number or Project Name

Rose Fuller, Executive Director
Name and Title of Authorized Representative


Signature

7/12/16
Date

EXHIBIT D: REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant agreement.
 All expenditures must have adequate supporting documentation.

Subrecipient: Northwest Family Services		Grant Number: 17-014	
Address: 6200 SE King Rd., Portland, OR 97222		Report Period:	
PreventNet - Urban		Contract #:	
Contact Person: Rose Fuller		Federal Award #:	
Phone Number: 503-546-6377		CFDA(s): 93.667	
E-mail: rfuller@nwfs.org			

Budget Category	Budget	Current Draw Request	Previously Requested	Balance	
Personnel	Site Coordinator Salary @ 3 sites	\$ 105,304.00	\$ -	\$ -	\$ 105,304.00
	Coordinator Fringe @ .24	\$ 25,273.00	\$ -	\$ -	\$ 25,273.00
	Supervision @ 3 sites .24	\$ 13,440.00	\$ -	\$ -	\$ 13,440.00
	Supervision Fringe @ .24	\$ 3,226.00	\$ -	\$ -	\$ 3,226.00
Administration	Bookkeeper/Payroll .06 FTE & Fringe @.24	\$ 3,385.00	\$ -	\$ -	\$ 3,385.00
	Indirect - 2.5% (see written allocation plan)	\$ 4,001.00			\$ 4,001.00
Program Materials and Supplies	Supplies/Materials @ 3 sites	\$ 3,719.00	\$ -	\$ -	\$ 3,719.00
	Phone	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00
	Insurance(s)	\$ 900.00	\$ -	\$ -	\$ 900.00
	Mileage	\$ 3,002.00	\$ -	\$ -	\$ 3,002.00
	Staff training	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Total Grant Funds Requested		\$ 164,500.00	\$ -	\$ -	\$ 164,500.00

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared by:	
Authorized Signer:	
Date:	
Department Review	
Project Officer Name:	
Department:	
Signature:	Date:
Department: forward to Grant Accountant for review and processing	Grant Accountant Initial/Date:

EXHIBIT E: SUBRECIPIENT REPORTING REQUIREMENTS

Clackamas County commitment entails:

- Providing regular training and technical assistance to facilitate the provision of efficient and effective services.
- Prompt reimbursement for services

PERFORMANCE MEASURES – REPORTED QUARTERLY

- 85% of Core Youth and/or their families will be connected to appropriate interventions and or school/community resources.
- 85% of Core youth who participate in extracurricular activities will improve school engagement/attachment.
- 80% of Core Youth will improve grades.
- 80% of Core Youth will improve attendance.
- 80% of Core Youth will improve behavior.

PERFORMANCE REPORTING REQUIREMENTS AND REPORT TEMPLATE

Reports due quarterly throughout the year.

*Reports will be completed by extracting school data and individual case files for each student.

PreventNet Urban, Gladstone, Milwaukie, Oregon City – Work Plan

Inputs	Outputs	Outcomes	Measurement Tool	Alignment with PYDC Goals
At the Urban, PreventNet sites, a minimum of 174 (58 per site) at-risk/high risk students (CORE YOUTH) are targeted for services due to behavioral, attendance, or academic issues. Minority students will be prioritized.	Core Youth and/or families at each site will be referred to a minimum of 2 appropriate interventions and/or school/community resources (mental health, physical health, tutoring, etc.)	By June 30, 2017, 85% of Core Youth and/or their families will be connected to appropriate interventions and or school/community resources	Youth and family self-report	<i>Youth are safe, supported, and successful regardless of their demographic, socio-economic, gender, sexual orientation, language, and/or other status.</i>
		By June 30, 2017, 85% of Core Youth who participate in extracurricular activities will improve school engagement/attachment	Participation sign in sheets	
	Core Youth at each site will participate in extracurricular, career exploration, or other activities	By June 30, 2017, 80% of Core Youth will improve grades	School data (average grades of CORE youth)	
		By June 30, 2017, 80% of Core Youth will improve attendance	School data (average attendance of CORE youth)	
		By June 30, 2017, 80% of Core Youth will improve behavior	Case file documentation	

Project Name: Urban PreventNet	Agreement #: 17-014
Federal Award #:	Date of Submission:
Subrecipient: Northwest Family Services	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT F: Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total non-Federal Funds authorized on this agreement:	
Total non-Federal Funds requested for reimbursement on this agreement:	
Total non-Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Project Name: Urban PreventNet	Agreement #: 17-014
Federal Award #:	Date of Submission:
Subrecipient: Northwest Family Services	
Is this program continuing beyond the expiration of this agreement?: Y/N	
If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N <i>(If yes, identify all such supplies below by marking it with a highlighter)</i> OR Does the subrecipient request the use of the supplies on other federally supported activities? Y/N If subrecipient does not request continued use of items of equipment, the federal agency will issue disposition instructions. Other agency-specific requirements may apply.	

EXHIBIT G: Residual Supplies Inventory

Items of Supplies with an Aggregate, Current Fair Market Value of
 \$5,000 or more and purchased with Federal Grant Funds

Attach more sheets if necessary

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subgrantee's Certifying Official (printed): _____

Subgrantee's Certifying Official (signature): _____

Subgrantee's Certifying Official's title: _____

Subgrantee's Certifying Official's telephone: _____

July 28, 2016

Board of Commissioners
Clackamas County

Approval of Agency Service Contract with
LifeWorks Northwest for Family Stepping Stones Relief Nursery

Purpose/Outcomes	Relief Nursery programming includes center-based therapeutic services to children affected by or at risk of experiencing child abuse/neglect, as well as parent education home visitation with parents to increase parenting skills.
Dollar Amount and Fiscal Impact	\$72,000 Funded with County General Funds
Funding Source	County General Fund
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	7897

BACKGROUND: BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with LifeWorks Northwest for Family Stepping Stones Relief Nursery programming. Services under this contract will be provided to families with children at risk of and/or that have experienced child abuse/neglect. Services include 276 hours of therapeutic classroom and home visitation for a minimum of 16 children, ongoing home-based parent education for 20 families, and respite services for 5 families.

This contract is funded with County general funds and has a start date of July 1, 2016 and terminates June 30, 2017, and has a maximum value of \$72,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY16-17)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, hereinafter called "COUNTY," and LifeWorks Northwest hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

Provide **Relief Nursery therapeutic classroom and home visiting services to 16 families** as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence **July 1, 2016**. This agreement shall terminate **June 30, 2017**.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of **\$72,000**.

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in **Exhibits 2 and 3** attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

AGENCY SERVICE CONTRACT

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

- Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

- Required by COUNTY Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

AGENCY SERVICE CONTRACT

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

AGENCY SERVICE CONTRACT

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The COUNTY may terminate this contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:

AGENCY SERVICE CONTRACT

- (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

AGENCY SERVICE CONTRACT

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

J. Tax Representations & Covenant. AGENCY must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of AGENCY's warranty, in Section 32 of this Contract that AGENCY has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to County's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of AGENCY's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

REMOVED

July 28, 2016

Board of County Commissioner

Clackamas County

Members of the Board:

Approval of an Agency Services Contract Amendment with Northwest Family Services for
In-Home Safety and Reunification Services

Purpose/Outcomes	Provide intensive intervention services to 10 high-risk families per month. Families participating in this program will be linked to supportive services that will increase their chance of safely keeping the family intact.
Dollar Amount and Fiscal Impact	\$289,900 (amendment adds \$176,400 to cover services through FY16-17). No fiscal impact to the County
Funding Source	Oregon Department of Human Services – State General Fund
Safety Impact	None
Duration	Contract amendment extends the contract period from December 1, 2015 through June 30, 2017.
Previous Board Action	N/A
Strategic Plan Alignment	1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Rodney A. Cook, Director CYF 503-650-5677
Contract No.	7472

Background:

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Agency Service Contract with Northwest Family Services to provide In-home Safety and Reunification Services (ISRS). This amendment ensures that services to existing clients are not interrupted. Services include taking referrals from local Department of Human Services Child Welfare division, making initial contact with referred families within 24 hours and meeting with them face to face within 5 days of referral, providing safety services that have been identified in the DHS Safety Plan, providing Change Services utilizing programs with demonstrated effectiveness, providing self-management services to develop problem-solving skills, providing flexible support funds to families; and reporting monthly outcomes. An average of 10 client families per month will be served.

This amendment is effective as of July 1, 2015 and terminates on June 30, 2017. It adds \$176,400 for a maximum value of \$289,900. It has been reviewed and approved by County Counsel.

Recommendation:

Staff recommends the approval of this amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift
Director

July 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Agency Service Contract with Northwest Family Services for
Strengthening, Preserving & Reunifying Families Services

Purpose/Outcomes	Provide intensive intervention services to 30 DHS referred families per month and Alcohol and drug services to 20 referred clients per month. Family participants will be linked to supportive services that will increase their chance of safely keeping the family intact.
Dollar Amount and Fiscal Impact	\$492,292.00 (amendment adds \$246,939 to cover services during FY16-17). No fiscal impact to the County
Funding Source	Oregon Department of Human Services – State General Fund
Safety Impact	None
Duration	Amendment adds funds and extends the contract period through June 30, 2017.
Previous Board Action	071615-A3
Strategic Plan Alignment	1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Rodney A. Cook, Director CYF 503-650-5677
Contract No.	7252

Background:

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Agency Service Contract with Northwest Family Services for Strengthening, Preserving & Reunifying Families services (SPRF). This amendment ensures that services to existing clients will not be interrupted.

SPRF services include accepting families referred by the local Child Welfare office, making initial contact with referred families within 24 hours and face-to-face contact within 5 days of referral, providing alcohol and drug assessment, referral and treatment, providing safety services that have been identified in the DHS Safety Plan, providing change services utilizing programs with demonstrated effectiveness, providing self-management services to develop problem-solving skills, providing flexible support funds to families, and reporting monthly outcomes. A minimum of 30 client families will be served each month.

This amendment is effective as of July 1, 2015 and terminates on June 30, 2017. It adds \$246,939 for a maximum value of \$492,292. It has been reviewed and approved by County Counsel.

Recommendation:

Staff recommends the approval of this amendment and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift
Director

July 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Services Contract Amendment with Family Skill Builders for
In-Home Safety and Reunification Services

Purpose/Outcomes	Provide intensive intervention services to 9 high-risk families per month. Families participating in this program will be linked to supportive services that will increase their chance of safely keeping the family intact.
Dollar Amount and Fiscal Impact	\$395,353.00 (amendment adds \$176,400 for services through FY16-17). No fiscal impact to County
Funding Source	Oregon Department of Human Services – State General Fund
Safety Impact	None
Duration	Contract amendment extends the contract period from December 1, 2015 through June 30, 2017.
Previous Board Action	120315-A2
Strategic Plan Alignment	1. Individuals and Families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Rodney A. Cook, Director CYF 503-650-5677
Contract No.	7473

Background:

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Agency Service Contract with Family Skill Builders to provide In-home Safety and Reunification Services (ISRS). This amendment ensures that services to existing clients are not interrupted. Services include taking referrals from local Department of Human Services Child Welfare division, making initial contact with referred families within 24 hours and meeting with them face to face within 5 days of referral, providing safety services that have been identified in the DHS Safety Plan, providing Change Services utilizing programs with demonstrated effectiveness, providing self-management services to develop problem-solving skills, providing flexible support funds to families; and reporting monthly outcomes. An average of 10 client families per month will be served.

This amendment is effective as of July 1, 2016 and terminates on June 30, 2017. It adds \$176,400 for a maximum value of \$395,353. It has been reviewed and approved by County Counsel.

Recommendation:

Staff recommends the approval of this request to amend and that Richard Swift, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift
Director



M. BARBARA CARTMILL
DIRECTOR

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

July 28, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Cooperative Improvement Agreement No. 30972 with
Oregon Department of Transportation for the
Highway Safety Improvement Program (HSIP) Region 1 Rural Safety Improvements

Purpose/Outcomes	This agreement allows Oregon Department of Transportation (ODOT) and it's contractor to design and construct permanent traffic control signs and roadway delineation upgrades on County rural corridors (SE Eagle Creek Rd, S Eaden Rd, S Canby-Marquam Hwy, S Union Mills, S Springwater Rd, SW Petes Mountain/Hoffman Rd, S Beaver creek Rd, S Sawtell Rd, S New Era Rd, and S Bakers Ferry Rd), identified in the Highway Safety Improvement Program.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate (Region 1): \$1,783,414 HSIP funds: \$1,644,644 ODOT match (7.78%): \$138,770 County match: None
Funding Source	Federal-Aid (HSIP) and ODOT. No County Funds are involved.
Duration	Execution until completion of the project.
Previous Board Action	None
Strategic Plan Alignment	1. This project will help ensure safe and healthy communities by improving roadway safety with proposed traffic control countermeasures. 2. Falls in-line with County's safety action plan and Drive to Zero safety program.
Contact Person	Joseph Marek, Project Manager 503-742-4705
Contract No.	30972

BACKGROUND:

This is a cooperative improvement agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to perform safety improvements within County's rights of way. ODOT is responsible for administering Oregon's Highway Safety Improvement (HSIP) Program as part of the core Federal-aid program from the Moving Ahead for Progress in the 21st Century Act (MAP-21). All roads within the state of Oregon are eligible to receive HSIP funding. The goal of the program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. This program requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance. Through this process, ODOT has identified ten (10) rural corridors in Clackamas County to receive improvements with upgrades in road delineation, curve warning signs, and rumble strips. This project will be financed entirely with HSIP and ODOT funds with no Local Agency match required.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Cooperative Improvement Agreement with ODOT for the HSIP - Rural Safety Improvements on County rural roads as listed in the agreement.

Respectfully submitted,

Mike Bezner
Assistant Director

**COOPERATIVE IMPROVEMENT AGREEMENT
Highway Safety Improvement Program (HSIP)
Region 1 Rural Safety Improvements**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the counties of Washington, Multnomah, Hood River, and Clackamas, acting by and through their elected officials, hereinafter referred to collectively or individually as "Agencies," or "Agency"; State and Agencies are herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. SE Eagle Creek Rd, S Eaden Rd, S Canby-Marquam Hwy, S Union Mills, S Springwater Rd, SW Petes Mountain/Hoffman Rd, S Beaver Creek Rd, S Sawtell Rd, S New Era Rd, and S Bakers Ferry Rd are a part of the county road system under the jurisdiction and control of Clackamas County.
2. Dethman Ridge Rd, Country Club Rd, and Woodworth Dr are a part of the county road system under the jurisdiction and control of Hood River County.
3. NW Cornelius Pass Rd, SE Oxbow Dr, NW Gillihan Loop Rd, E Larch Mountain Rd, and NW Germantown Rd are a part of the county road system under the jurisdiction and control of Multnomah County.
4. SW Johnson School Road, SW Grabhorn Rd, SW River Rd, NW Cornelius-Schefflin/Scotch Church Rd, NW Germantown Rd, NW Cornelius Pass Rd, SW Golf Course Rd, SW Scholls-Sherwood Rd, and NW Glencoe Rd are a part of the county road system under the jurisdiction and control of Washington County.
5. The purpose of this Agreement is for State to construct sign and delineation upgrades for the State's Region 1 Rural Safety Improvements project and allow State or its contractor to construct said improvements within Agencies' rights of way.
6. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agencies agree to the State constructing the Region 1 Rural Safety Improvements, hereinafter referred to as "Project". The

Washington, Multnomah, Hood River, and Clackamas Counties/State
Agreement No. 30972

Project includes the installation of centerline rumble strips, delineators, curve warning signs, and the removal of curve warning signs, which is further defined in Exhibit A-Project Description.

2. The Project will be conducted as a part of the Highway Safety Improvement Program (HSIP) under Title 23, United States Code. The total Project cost is estimated at \$1,783,414 and is subject to change. The HSIP funds for the Project are limited to \$1,644,664. State shall be responsible for all Project costs, the required 7.78 percent match for eligible costs, nonparticipating costs, and any costs beyond the estimate. If Project costs exceed the total estimated Project cost, the Parties agree that State, at its discretion, shall either consider adjustments to Project scope(s) or seek additional funding. Additional funding will require an amendment to this Agreement if not all of the funding is provided by State.
3. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect until termination upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner. Notwithstanding any termination of this Agreement, maintenance responsibilities shall survive for the usual life of the facilities constructed as part of the Project. The Parties agree that the useful life for the facilities constructed for the Project are as follows:

Signs – 10 years; Delineators – 5 years; Rumble strips – useful life of the pavement.

AGENCIES OBLIGATIONS

1. Agencies grant State the right to enter onto Agencies' rights of way for the performance of duties as set forth in this Agreement. If any Agency related permits are required, Agencies agree to grant such permits to State at no cost to the Project.
2. Each Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
3. Agencies agree, upon completion of the Project, to accept all improvements on those facilities subject to their jurisdiction and control and subject to this Agreement, and agree to be responsible for the maintenance of such improvements.
4. Agencies may, in their sole discretion, determine and implement the best practices for maintenance of the Project on the facilities subject to their jurisdiction and control so long as such practice follows the Manual on Uniform Traffic Control Devices (MUTCD) guidance at a minimum. Such discretion, includes the authority to establish and implement maintenance schedules, maintenance activities and the replacement of Project features that are no longer effective, do not meet Agencies' standards, conflict with other facility features, or reach the end of their useful life, as determined by the respective Agency.

Washington, Multnomah, Hood River, and Clackamas Counties/State
Agreement No. 30972

5. If any individual Agency determines that any improvements installed pursuant to this Agreement should be removed, the individual Agency shall contact State providing the reasons for removal and a proposed plan to remove the improvement. Removal will be at Agency's expense.
6. Agencies shall review Project plans and notify State of any comments within (14) calendar days of receipt.
7. Washington County's Project Managers for this Project are Stacy Shetler, Traffic Engineering Manager, Washington County, 1400 Walnut St MS17, Hillsboro, OR 97123, 503-846-7947, Stacy_Shetler@co.washington.or.us, and Melissa Norman, Traffic Analyst, Washington County, 1400 Walnut St MS17, Hillsboro, OR 97123, 503-846-7939, Melissa_Norman@co.washington.or.us, or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
8. Multnomah County's Project Manager for this Project is Carrie Warren, Project Manager, Multnomah County, 1620 SE 190th Ave, Portland, OR 97233, 503-988-0169, carrie.warren@multco.us, or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
9. Hood River County's Project Manager for this Project is Don Wiley, Hood River County Public Works, Hood River County, 918 18th St, Hood River, OR 97031, 541-387-7101, don.wiley@co.hood-river.or.us, or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.
10. Clackamas County's Project Manager for this Project is Joseph F. Marek, PE, PTOE – Transportation Safety Program Manager, Clackamas County, 150 Beaver Creek Rd, Oregon City, OR 97045, 503-742-4705, JoeM@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Parties in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project. In addition, State shall be solely responsible for any contract claim, delay damages or similar items.

Washington, Multnomah, Hood River, and Clackamas Counties/State
Agreement No. 30972

2. State will provide Agencies a copy of the Project Plans for review prior to State's bid and award. State will review and consider all Agency comments but is not obligated to incorporate the comments. State will not reimburse Agencies for their time to review and comment on the plans.
3. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at State expense.
4. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
5. State's Project Manager for this Project is Nicole Peirce, Project Leader, 123 NW Flanders, Portland, OR 503-731-3289, Nicole.M.PEIRCE@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
2. This Agreement may be terminated by mutual written consent of all Parties.
3. State may terminate this Agreement effective upon delivery of written notice to Agencies, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agencies fail to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agencies fail to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written

Washington, Multnomah, Hood River, and Clackamas Counties/State
Agreement No. 30972

notice from State fail to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agencies with respect to which the other Parties may have liability, the notified Party must promptly notify the other Parties in writing of the Third Party Claim and deliver to the other Parties a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 6. With respect to a Third Party Claim for which State is jointly liable with Agencies (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agencies in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agencies on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 7. With respect to a Third Party Claim for which Agencies are jointly liable with State (or would be if joined in the Third Party Claim), Agencies shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such

proportion as is appropriate to reflect the relative fault of Agencies on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agencies on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. If any Agency fails to maintain its facility in accordance with the terms of this Agreement, State, at its option, may maintain the respective facility and bill the Agency seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #19502) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Washington, Multnomah, Hood River, and Clackamas Counties/State Agreement No. 30972

WASHINGTON COUNTY, by and through its elected officials

By _____
Title _____
Date _____

MULTNOMAH COUNTY, by and through its elected officials

By _____
Title _____
Date _____

HOOD RIVER COUNTY, by and through its elected officials

By _____
Title _____
Date _____

CLACKAMAS COUNTY, by and through its elected officials

By _____
Title _____
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Washington County Counsel
Date _____

By _____
Multnomah County Counsel
Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager
Date _____

By _____
Region 1 Traffic Manager
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General
Date _____

State Contact:

Nicole Peirce
Project Leader
123 NW Flanders, Portland, OR
503-731-3289
Nicole.M.PEIRCE@odot.state.or.us

Washington, Multnomah, Hood River, and Clackamas Counties/State Agreement No. 30972

By _____
Hood River County Counsel

Date _____

By _____
Clackamas County Counsel

Date _____

Washington County Contact:

Stacy Shetler
Traffic Engineering Manager
1400 Walnut St MS 17
Hillsboro, OR 97123
503-846-7947
Stacy_Shetler@co.washington.or.us

Multnomah County Contact:

Carrie Warren
Project Manager
1620 SE 190th Ave
Portland, OR 97233
503-988-0169
carrie.warren@multco.us

Hood River County Contact:

Don Wiley
Hood River County Public Works
918 18th St
Hood River, OR 97031
541-387-7101
don.wiley@co.hood-river.or.us

Clackamas County Contact:

Joseph F. Marek, PE, PTOE/Transportation
Safety Program Manager
Clackamas County
150 Beaver Creek Rd
Oregon City, OR 97045
503-742-4705
JoeM@co.clackamas.or.us

EXHIBIT A—Project Description
Washington County

Install delineators:			
	Corridor	From	To
	SW Johnson School Rd	Tongue Ln	Simpson Rd
Install curve warning signs:			
	Corridor	From	To
	SW Johnson School Rd	Tongue Ln	Simpson Rd
	SW Grabhorn Rd	Farmington Rd	Tile Flat Rd
	SW River Rd	Davis Rd	Scholls Ferry Rd
	NW Cornelius-Schef./Scotch Ch Rd	Halladay St	Jackson School Rd
Install rumble strips:			
	CORRIDOR	From	To
	NW GERMANTOWN RD	Cornelius Pass Rd	Skyline Blvd
	NW CORNELIUS PASS RD	Hwy 30	Germantown Rd
	SW GOLF COURSE RD	Lafollett Rd	Tongue Ln
	SW SCHOLLS-SHERWOOD RD	Scholls Ferry Rd	Roy Rogers Rd
	NW GLENCOE RD	Hwy 26	Evergreen Rd
	NW CORNELIUS-SCHEFFLIN/SCOTCH CHURCH RD	Halladay St	Jackson School Rd

EXHIBIT A—Project Description
Clackamas County

Install delineators:

Corridor	From	To
SE Eagle Creek Rd*	Hwy 211	10th St

Install curve warning signs:

Corridor	From	To
SE Eagle Creek Rd*	Hwy 211	10th St
S Eaden Rd	Harding Mill Rd	Springwater Rd
S Canby-Marquam Hwy*	16th Ave	Barnards Rd
S Union Mills*	Hwy 213	Hwy 211
S Springwater Rd*	Carver Hwy	Hwy 211
SW Petes Mountain/Hoffman Rd*	Volpp St	Mountain Rd
S Beavercreek Rd*	Hwy 211	Carus Rd
S Sawtell Rd	Mollala Ave	Leitzel Rd
S New Era Rd	Hwy 99E	Leland Rd

Install rumble strips:

CORRIDOR	From	To
S BAKERS FERRY RD	Hwy 224	Springwater Rd

EXHIBIT A—Project Description
Multnomah County

Install delineators:			
	Corridor	From	To
	NW Cornelius Pass Rd*	Hwy 30	Germantown Rd
Install curve warning signs:			
	Corridor	From	To
	SE Oxbow Dr	Division Dr	Hosner Rd
	Gillihan Lp Rd*	Sauvie Island Rd	Reeder Rd
	Larch Mountain Rd*	Loudon Rd	Red Elder Dr
Install rumble strips:			
	CORRIDOR	From	To
	NW GERMANTOWN RD*	Cornelius Pass Rd	Skyline Blvd
	NW CORNELIUS PASS RD*	Hwy 30	Germantown Rd

EXHIBIT A–Project Description
Hood River County

Install delineators:			
	Corridor	From	To
	Dethman Ridge Rd	Hwy 35	Odell Hwy
Install curve warning signs:			
	Corridor	From	To
	Country Club Rd*	Frankton	Portland Dr
Install rumble strips:			
	CORRIDOR	From	To
	WOODWORTH DR	Hwy 35	Hwy 281



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

July 28, 2016

Board of County Commissioners
Clackamas County
Members of the Board:

Approval of a First Amendment to the Intergovernmental Agreement between TriMet, Clackamas County, and the North Clackamas Parks and Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

Purpose/Outcomes	This first amendment will adjust the preliminary estimated cost of services, increasing it to cover all non-permit staffing costs for the project.
Dollar Amount and Fiscal Impact	\$99,856.11
Funding Source	Not Applicable - Revenue
Duration	On or before the end of the Fiscal Year 16/17
Previous Board Action	January 12, 2013 – IGA Approval
Strategic Plan Alignment	Build a Strong Infrastructure
Contact Person	Dan Johnson, Development Agency Manager 503.742.4325
Contract No.	N/A

BACKGROUND:

On December 12, 2013 Clackamas County and North Clackamas Parks and Recreation District entered into an Intergovernmental Agreement (IGA) with TriMet for Design and Construction Management Services for the Portland-Milwaukie Light Rail Project. The purpose of the agreement was to spell out how staffing costs accrued by the County associated with design or construction of the project were to be reimbursed by TriMet. The agreement spoke to reimbursement via standard permitting costs and non-permit related work.

As with most IGA's of this nature, there was recognition that the staffing plan developed in 2013 for non-permit related work was an estimate and there may be additional staffing costs to support completion of the project.

Since completion of the project, staff has been working with TriMet to finalize the total cost of services. This first amendment to the IGA acknowledges additional reimbursement for services,

increases to the total staff hours attributed to the project, and is considered a full and final consideration of all staff related work that has been performed. Approval of this agreement will allow staff to invoice TriMet for staff time currently uncollected.

RECOMMENDATION:

Staff recommends the Board approve and authorize the Board Chair to sign the First Amendment to the Intergovernmental Agreement between TriMet, Clackamas County, and the North Clackamas Parks and Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

Respectfully submitted,

Dan Johnson, Assistant Director
Department of Transportation and Development

FIRST AMENDMENT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIMET, CLACKAMAS COUNTY, AND THE NORTH
CLACKAMAS PARKS AND RECREATION DISTRICT
FOR THE PORTLAND - MILWAUKIE LIGHT RAIL PROJECT
DESIGN AND CONSTRUCTION MANAGEMENT SERVICES**

TriMet Contract No. GH120337TL

THIS First Amendment (“Amendment”) to that certain Intergovernmental Agreement between TriMet, Clackamas County (“County”), and the North Clackamas Parks and Recreation District (“District”) for the Portland-Milwaukie Light Rail Project Design and Construction Management Services dated [date] (the “Agreement”) is entered into by and between TriMet, County and District effective as of _____, 2016. TriMet, the County, and the District are hereunder jointly referred to as the “Parties.” The County and the District are hereinafter together referred to as the “Clackamas County Partners.”

This First Amendment is written to make the following changes to the Agreement. All provisions of the Agreement shall remain in effect unless modified or superseded by this First Amendment.

RECITALS

1. TriMet recently completed construction of the Portland-Milwaukie Light Rail Project (“Project”) from Portland State University in downtown Portland through Milwaukie to Park Avenue in unincorporated Clackamas County.
2. To help facilitate construction of the Project, the Parties entered into a Design and Construction Management Services Agreement, under which the Clackamas County Partners provided services to TriMet that were reimbursed in accordance with the terms of the Agreement.
3. The Parties understood that the amounts to be paid to the Clackamas County Partners were based on estimates, which could change depending on the amount of work performed.
4. The Project is now complete, and the Parties know how much work the Clackamas County Partners performed. The Parties desire to amend the Agreement to increase the amount that will be paid to the Clackamas County Partners by approximately \$100,000 to reflect the actual work done related to the Project, as set forth herein.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

A. Article V – Local Partner Services to Be Provided, Paragraph 3(G)(c) is hereby deleted in its entirety and replaced with the following:

(c) Costs for Clackamas County Partners' Services. Services provided by the Clackamas County Partners and the costs to TriMet under this Agreement, other than permit or application fees set out by law or separate agreement, are \$499,600:

Project Coordination	\$112,000
Department of Transportation and Development (DTD)	
Land Use & Zoning/Long Range Planning	\$8,600
Engineering	\$365,000
Traffic Engineering	\$14,000
Total	\$499,600

B. Article VIII – General Provisions, Paragraph Y, Notice, is hereby changed as follows:

The addresses for Leah Robbins and TriMet Legal Department are changed to 1800 SW First Ave, Ste. 300, Portland, OR 97201.

C. Final Payment – The parties agree that, notwithstanding any other clause in the Agreement except any obligations that may arise as part of the indemnity or any other continuing obligation of TriMet, TriMet will pay the Clackamas County Partners a total of \$499,600 in full and final consideration of all work that has been performed or will be performed on County or District owned facilities under the Agreement. This Amendment and final payment will not affect TriMet's obligations under other agreements relating to the Project.

All other terms of the Agreement shall remain the same.

Clackamas County

**Tri-County Metropolitan
Transportation District of Oregon**

By: _____

By: Steven Witter, Executive
Director, Capital Projects and
Construction

Dated: _____

Dated: _____

By: Recording Secretary

Approved as to Form:

Approved as to Form:

County Counsel

TriMet Deputy General Counsel

North Clackamas Parks and Recreation District

By:

Dated:

Recording Secretary

Approved as to Form:

County Counsel



M. BARBARA CARTMILL
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Eagle-Elsner, Inc.
for the Canby Paving Package.**

Purpose/ Outcomes	This contract will resurface approximately 4.9 miles of Arndt, Barlow, Fawver, Wilcock, and Knights Bridge Roads with asphalt.
Dollar Amount and Fiscal Impact	Total Project Budget is \$1,140,035.88 and is funded by the County Roads funds.
Funding Source	County Road Funds
Duration	From date approved by BCC to 10/28/2016
Previous Board Contact	
Strategic Plan Alignment	This project will help to build a strong infrastructure and longevity of Arndt, Barlow, Fawver, Wilcock, and Knights Bridge roads. This project will also make the community safer with smoother driving surfaces and new striping.
Contact Person	Vince Hall, DTD Project Manager @ 503-742-4650
Contract No.	

BACKGROUND:

The Department of Transportation and Development is preparing to resurface approximately 4.9 miles of major arterials, collector and local roadways. This package is to include:

- -Arndt Road between Barlow and Knights Bridge roads (a major arterial),
- -Barlow Road between Highway 99E and Knights Bridge Road (a major arterial),
- -Barlow Road between Knights Bridge Road and Fawver Road (a collector),
- -Fawver Road from Barlow Road to the end of county maintenance (a local),
- -Wilcock Road from Fawver Road to the end of county maintenance (a local),
- -Knights Bridge Road from Arndt Road to the city limits of Canby (a major arterial),
- -Barlow Road from Cemex's Driveway to Highway 99E (a major arterial).

The County advertised an invitation to bid for the Canby Paving Package. The three bidders and their bids were Knife River Corporation \$1,278,319.50, Eagle-Elsner Inc. \$1,140,035.88, and North Santiam Paving Company \$1,271,183.90.

A review of the bids received for the Canby Paving project allows for this recommendation for contract award to the lowest bidder, Eagle-Elsner Inc. This contract is funded with \$1,140,035.88 of County Road Funds.

This project specifications require substantial completion of the major arterials roads by August 26, 2016, substantial completion of the collector and local roads by September 30, 2016, and a contract expiration of October 28, 2016.

RECOMMENDATION:

Staff respectfully recommends approval of the contract with Eagle-Elsner, Inc. for the Canby Paving Package.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

Placed on the _____ Agenda by the Purchasing Division



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

July 28, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **July 28, 2016** this contract with Eagle-Elsner, Inc. for the **Canby Paving Package** for the Department of Transportation and Development Engineering Division. This project was requested by Vince Hall, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Fourteen bid packets were sent out with three bids received: Eagle-Elsner, Inc. - \$1,140,035.88; North Santiam Paving Company - \$1,271,183.90; and Knife River - \$1,278,319.50. After review, Eagle-Elsner, Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,140,035.88. All work is to be substantially completed by September 30, 2016 with a contract completion date of October 28, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 215-7433-02104-431900 for fiscal year 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff



M. BARBARA CARTMILL
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Jim Turin and Sons, Inc.
for the Lusted Road Paving Package**

Purpose/ Outcomes	This contract will resurface approximately 5.8 miles of Lusted road and Marsh road.
Dollar Amount and Fiscal Impact	Total project budget is \$1,618,955.00 and is funded with County Road funds.
Funding Source	County Road Funds: \$1,618,955.00
Duration	From date approved by BCC to 10/28/2016
Previous Board Contact	
Strategic Plan Alignment	This project will help build a strong infrastructure and longevity of Lusted and Marsh road. It will also allow a safer community with smoother driving surfaces and new striping.
Contact Person	Vince Hall, DTD Project Manager @ 503-742-4650
Contract No.	215-7433-02104-431900-GP-2016-0709

BACKGROUND:

The Department of Transportation and Development is preparing to resurface approximately 5.8 miles of minor arterial and local connector roadways that are included in the Lusted Road Paving Package. The work in the Lusted Road Paving Package will include a minor arterial that will be overlaid from Ten Eyck Road to the County line. Marsh road will be pulverized and paved with asphalt in its entirety. Marsh Road is located off of Lusted Road close to Dodge Park.

The County advertised construction bids for this paving package. The two bidders and their bids were Knife River Corporation \$2,038,508 and Jim Turin & Sons, Inc., \$1,618,955.00.

A review of the bids received for the Lusted Road Paving Package allows for this recommendation for contract award to the low bidder, Jim Turin & Sons, Inc. This contract is funded with \$1,618,955.00 of County Road Funds.

The project specifications require substantial completion by August 31, 2016 and a contract expiration of October 28, 2016.

The Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the contract documents with Jim Turin & Sons, Inc. for the Lusted Road Paving Package.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

Placed on the _____ Agenda by the Purchasing Division



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

July 28, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **July 28, 2016** this contract with Jim Turin and Sons, Inc. for the **Lusted Road Paving Package** for Clackamas County DTD Engineering Division. This project was requested by Vince Hall, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Fifteen bid packets were sent out with two bids received: Jim Turin and Sons - \$1,618,955.00; and Knife River - \$2,038,508.00. After review, Jim Turin and Sons, Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,618,955.00. All work is to be completed by October 28, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 215-7433-00-431900 for fiscal year 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff

DRAFT

Approval of Previous Business Meeting Minutes:

June 29, 2016

(draft minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Wednesday, June 29, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Tom Salzer, General Manager, Soil & Water Conservation District (SWCD) – he read a letter from the SWCD Board regarding the importance of farm land.

~Board Discussion~

II. PUBLIC HEARINGS

(16 Public Hearings relating to Budget)

1. **Resolution No. 2016-52** Adopting the Clackamas County Budget for the 2016-2017 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Diane Padilla, Budget Manager presented the staff report.

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

Chair Ludlow announced this is a public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2016-2017 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

2. **Resolution No. 2016-53** Adopting Changed Fees for Clackamas County for Fiscal Year 2016-2017

Laurel Butman, County Administration presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2016-2017 as presented in the Resolution.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.

Enhanced Law Enforcement District

3. **Resolution No. 2016-54** Adopting the Enhanced Law Enforcement District Budget for the 2016-2017 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Diane Padilla, Budget Manger presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2016-2017 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.

Clackamas County Extension and 4-H Service District

4. **Resolution No. 2016-55** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2016-2017 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Diane Padilla, Budget Manger presented the staff report.

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

~Board Discussion~

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2016-2017 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.

Library Service District of Clackamas County

5 **Resolution No. 2016-56** Adopting the Library Service District of Clackamas County 2016-2017 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Gary Barth, Business and Community Services presented the staff report.

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

~Board Discussion~

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2016-2017 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next item.

North Clackamas Parks & Recreation District

6. **Resolution No. 2016-57** Adopting the North Clackamas Parks & Recreation District's 2016-2017 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2016 through June 30, 2017

Gary Barth, Business and Community Services presented the staff report.

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

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2016-2017 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the two next items.

Clackamas County Development Agency

7. **Resolution No. 2016-58** Adopting and Appropriating Funds for the 2016-2017 Fiscal Year Budget for the Clackamas County Development Agency

Dan Johnson, Development Agency presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2016-2017 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – it passes 5-0.

8. **Resolution No. 2016-59** Approving a Supplemental Budget Greater than 10% and Budget Reductions for the Clackamas County Development Agency for FY 2015-2016

Dan Johnson, Development Agency presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve the board order for a Supplemental Budget Greater than 10% and Budget Reductions for the Clackamas County Development Agency for FY 2015-2016.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Development Agency and convened as Service District No. 5 for the next item.

Service District No. 5 – Street Lighting

9. **Resolution No. 2016-60** Adopting and Appropriating Funds for the 2016-2017 FY Budget for Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

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

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2016-2017 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – it passes 5-0.

~BREAK~

The Board adjourned as the Service District No. 5 and convened as Service District No. 1 for the next three items.

Water Environment Services

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

Service District No. 1

10. **Resolution No. 2016-61** Adopting and Appropriating Funds for the 2016-2017 FY Budget for Clackamas County Service District No. 1

Doug Waugh, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Smith: I move we approve the actions and adopt the 2016-2017 Budget for Clackamas County Service District No. 1 as presented in the Resolution.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – it passes 5-0.

11. **Board Order No. 2016-62** Amending and Adopting Rates and Charges for Clackamas County Service District No. 1

Doug Waugh, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Bernard: I move we amend and adopt the rates and charges for Clackamas County Service District No. 1 as presented in the Board Order.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – it passes 5-0.

12. **Board Order No. 2016-63** Adopting an Increase in the System Development Charge for Clackamas County Service District No. 1

Dour Waugh, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Bernard: I move we adopting an Increase in the System Development Charge for Clackamas County Service District No. 1 as presented in the board order.

Commissioner Schrader: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: No.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 4-1.

The Board adjourned as the Service District No. 1 and convened as Tri-City Service District on the next three items.

Tri-City Service District:

13. **Resolution No. 2016-64** Adopting and Appropriating Funds for the 2016-2017 FY Budget for Tri-City Service District

Doug Waugh, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Smith: I move we approve the actions and adopt the 2016-2017 Budget for Clackamas County Tri-City Service District as presented in the Resolution.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 5-0.

14. **Board Order No. 2016-65** Amending and Adopting Rates and Charges for the Tri-City Service District

Doug Waugh, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Bernard: I move we amend and adopt the rates and charges for Clackamas County Tri-City Service District as presented in the Board Order.

Chair Ludlow: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 5-0.

15. Board Order No. 2016-66 Adopting an Increase in the System Development Charge for Tri-City Service District

Doug Waugh, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Savas: I move we adopt an Increase in the System Development Charge for Tri-City Service District as presented in the Board Order.

Commissioner Bernard: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Tri-City Service District and convened as Surface Water Management Agency on the next item.

Surface Water Management of Clackamas County

16. Resolution No. 2016-67 Adopting and Appropriating Funds for the 2016-2017 FY Budget for Surface Water Management Agency of Clackamas County

Doug Waugh, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Schrader: I move we approve the actions and adopt the 2016-2017 Budget for Clackamas County Surface Water Management Agency as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk calls the poll.

Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Surface Water Management Agency and re-convened as the Board of County Commissioners for the remainder of the meeting.

III. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval of Agency Services Contract with Northwest Family Services for Children of Incarcerated Parents Services – *Children, Youth & Families*
2. Approval of Agency Service Contract with Todos Juntos for PreventNet Early Childhood Services – *Children, Youth & Families*
3. Approval of Agency Services Contract with Clackamas Women’s Services for Shelter/Crisis/Advocacy Services/Rural Services/Camp HOPE – *Children, Youth & Families*
4. Approval of Agency Service Contract with Metropolitan Family Services for Family Resource Coordinator Services – *Children, Youth & Families*
5. Approval of a Residential Agency Services Contract with ColumbiaCare Services, Inc. – *Behavioral Health*
6. Approval of a Revenue Intergovernmental Agreement with Washington County for a Regional Prevention Coordinator for FY 15/16 – *Behavioral Health*
7. Approval of a Revenue Intergovernmental Agreement with Washington County for a Regional Prevention Coordinator for FY 16/17 – *Behavioral Health*
8. Approval for Renewal of Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to Provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*
9. Approval of a Renewal Professional Services Agreement with Folk Time, Inc., for Peer Services to the Stewart Community Center and Hilltop Adult Services Center – *Health Centers*
10. Approval of a Renewal Intergovernmental Agreement with Washington County, for the Cities Readiness Initiative Program – *Public Health*

B. Department of Transportation & Development

1. **Board Order No. 2016-68** Approving the Solid Waste Management Fee Adjustments
2. Approval of an Intergovernmental Agreement with the City of Milwaukie and Clackamas County to Assist the City’s Annual Solid Waste Production Review
3. Approval of an Intergovernmental Agreement with Washington County to Assign Road Maintenance Services

4. Approval of a Contract with Elting Northwest Inc. for the Milk Creek at Mulino Road Bank Stabilization Project - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County Sheriff's Office and the City of Portland, Bureau of Police for Overtime Costs from After Hours and Weekend Call-Outs – *CCSO*
3. Approval of a Contract with Tyler Technologies to Provide a Court Management and Financial Application Software System – *Justice Court, - Procurement*

D. Community Corrections

1. Approval of an Intergovernmental Agreement with the City of West Linn to Provide Work Crew Services for FY 2016-2017
2. Approval of an Intergovernmental Agreement with the City of Happy Valley to Provide Work Crew Services for FY 2016-2017
3. Approval of an Intergovernmental Agreement with the City of Milwaukie to Provide Work Crew Services for FY 2016-2017

E. Public & Government Affairs

1. **Board Order No. 2016-69** In the Matter of an Extension of the Cable Television Franchise with Canby Telephone Association dba Canby Telcom – *Cable Communications*

F. Department of Emergency Management

1. Approval of FY 2015 Urban Area Security Initiative Sub-recipient Grant Agreement with Clackamas Fire District No. 1
2. Approval of Amendment No. 1 to Sub-recipient Grant Agreement No. 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination - *Procurement*

G. Juvenile Department

1. Approval of an Intergovernmental Agreement with Multnomah County to Provide Assessment and Evaluation Beds for At-Risk Youth
2. Approval of an Intergovernmental Agreement with Clackamas County Education Service District to Provide Education and Vocational Opportunities for At-Risk Youth
3. Approval of a Grant Award for the Edward Byrne Memorial Justice Assistance Program for FY 2016

IV. DEVELOPMENT AGENCY

1. Approval of a Funding Agreement with Government Camp Special Road District
2. Approval of an Amendment to the Owner Participation and Development Agreement with Hoodland Fire District No. 74

V. WATER ENVIRONMENT SERVICES

Service District No. 1, Tri-City Service District and Surface Water Management of Clackamas County

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1 and the City of Happy Valley for Street Sweeping Services

VI. COUNTY ADMINISTRATOR UPDATE - NONE

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:25 PM

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



July 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Amending Appendix A (Fee Schedule) of Resolution No. 2016-53
Regarding FY 2016-2017 Changed Fee for Clackamas County**

Purpose/Outcomes	Fee changes for Fiscal Year 2016-2017 were formally adopted June 29, 2016, Resolution No. 2016-53. Since that time a needed language change for one fee waiver was discovered. If this resolution is approved the necessary language change will be incorporated into County Code Appendix A - Fees, and will be effective immediately.
Dollar Amount and Fiscal Impact	No fiscal impact; language change only.
Funding Source	Not applicable.
Duration	Ongoing until amended by the Board
Previous Board Action	The Board last adopted fee changes for FY 2016-17 on June 29, 2016.
Strategic Plan Alignment	Fee changes support programs that align with all Board Strategic Plan priorities.
Contact Person	Laurel Butman, Deputy County Administrator (503) 655-8893

BACKGROUND:

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. Periodically, a fee change becomes necessary during the course of business. The attached resolution reflects changed language for the County Clerk, marriage license waiting period fee waiver that was recently adopted.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the attached resolution adopting fee language for a waiver of the marriage license waiting period fee for Active Duty Military, deleting the previous reference to Veterans.

Sincerely,

Don Krupp
County Administrator

In the Matter of a Resolution
Amending Appendix A of Resolution
No. 2016-53 Regarding FY 2016-2017
Changed Fee for Clackamas County

Resolution No.

Whereas, the Board of County Commissioners adopted Resolution No. 2016-53 on June 29, 2016 regarding Clackamas County Changed Fees for Fiscal Year 2016-2017; and

Whereas, since that time a needed language change for the County Clerk, marriage license waiting period fee waiver was discovered as shown in Appendix A.

NOW THEREFORE, IT IS HEREBY RESOLVED: The attached amended appendix A, be incorporated into the County Code and will be effective immediately.

DATED this 28th day of July, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



July 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approve a Resolution Designating an Electronic Commerce Overlay for
the North Urban Clackamas County Enterprise Zone.

Purpose/Outcome	<i>To designate an E Commerce Zone Overlay for the North Urban Clackamas County Enterprise Zone to attract businesses and jobs.</i>
Dollar Amount and Fiscal Impact	<i>The County serves as the Enterprise Zone Manager and staff time is budgeted to process applications that may occur.</i>
Funding Source	<i>Application fees and Economic Development Funds</i>
Duration	<i>Length of Enterprise Zone</i>
Previous Board Action/Review	<i>BCC Approved adopting the resolution in a Policy Session on July 19, 2016</i>
Strategic Plan Alignment	<i>1. To Create Living Wage Jobs. 2. Grow a Vibrant Economy.</i>
Contact Person	<i>Catherine Grubowski-Johnson</i>
Contract No.	<i>N/A</i>

EXECUTIVE SUMMARY:

The City of Milwaukie and the City of Happy Valley have requested that an Electronic Commerce Overlay Zone* be designated for the North Urban Clackamas County Enterprise Zone. Business Oregon allows certain enterprise zones to have an “Electronic Commerce Overlay.” This overlay allows e-commerce businesses to also qualify for a state income tax credit. Under this program, the tax credit is equal to 25% of the investment cost made in capital assets used in e-commerce operations. The minimum threshold for qualifying equipment is \$1,000 and the maximum annual credit is \$2 million.

Business Oregon only allows 15 electronic commerce overlays for existing Enterprise Zones throughout the state. One overlay became available July 1st and must be applied for by July 31, 2016. This will be awarded on a first come basis, based upon the earliest Resolution adoption date of any co-sponsors of the existing Enterprise Zone.

BACKGROUND:

The North Urban Clackamas County Enterprise Zone was established in 2008 and encompasses areas in unincorporated Clackamas County and the cities of Milwaukie and Happy Valley. Enterprise Zones are part of a State-initiated tax-abatement program available to businesses looking to locate or expand in a designated zone. Qualified businesses may be eligible to receive exemption from local property taxes on new investments including building construction and improvements, machinery, and equipment, for a period of three to five years.

Standard Incentives available to eligible businesses:

- Construction-in-Process Enterprise Zone Exemption - For up to two years before qualified property is placed in service, it can be exempt from local taxes.
- Three to five consecutive years of full relief from property taxes on qualified property, after it is in service.
- Additional local incentives may be available.

Criteria for Qualifying Projects:

For the standard, three-year enterprise zone exemption, the business should meet the following criteria:

- Increase full-time, permanent employment by 10%;
- Pay employees at least 150% of the State minimum wage (\$14.18 per hour for **2016**) (*benefits can be used to reach this pay level*);
- Maintain minimum employment level during the exemption period;
- Enter into a first-source agreement with local job training providers; and
- Pay an application fee of 0.1% of the proposed total investment.

Criteria for the extended tax exemption (for a maximum of a **five-year exemption**):

- The business should meet the criteria for the three-year enterprise zone exemption as well as the following:
- Compensation of new workers must be at or above 150% of the County average wage \$33.47 per hour/\$69,621 annual for **2016** (*benefits can be used to reach this pay level*);
- There must be local approval by written agreement with the local zone sponsor; and
- The company must meet any additional requirements that the local zone sponsor may reasonably request.

*"Electronic commerce" is defined as engaging predominantly in transactions via the internet or an internet-based computer platform. These transactions can include taking orders, closing sales, making purchases, providing customer service or undertaking other activities that serve the business's overall purpose, even if retail in nature.

RECOMMENDATION: Staff respectfully recommends the Board of County Commissioners adopt the attached resolution designating an E Commerce Overlay for the North Urban Clackamas County Enterprise Zone.

ATTACHMENTS:

- A.)** A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLACKAMAS COUNTY, OREGON, DESIGNATING AN ELECTRONIC COMMERCE OVERLAY FOR THE NORTH URBAN CLACKAMAS COUNTY ENTERPRISE ZONE.
- B.)** Documentation for Milwaukie and Happy Valley resolutions designating the North Urban Clackamas County as Electronic Commerce Zone Overlay

Respectfully submitted,

Gary Barth, Director of Business and Community Services

**A Resolution in the Matter of
Designating an Electronic
Commerce Overlay for the
North Urban Clackamas County
Enterprise Zone**

Resolution No.

WHEREAS, Clackamas County, City of Milwaukie, City of Happy Valley, and Port of Portland, are co-sponsors of the North Urban Clackamas County Enterprise Zone; and

WHEREAS, the sponsor of the North Urban Clackamas County Enterprise Zone has formally advised and consulted with Business Oregon on this matter under ORS 285C.078; and

WHEREAS, the North Urban Clackamas County Enterprise Zone is one of the most successful economic development tools for Clackamas County contributing to the establishment and expansion of diverse businesses and the creation of family wage jobs; and

WHEREAS, Clackamas County with its supply of available land for development and complementary infrastructure has established itself as a community that can support electronic commerce business; and

WHEREAS, Clackamas County would like to encourage electronic commerce as part of its economic development efforts.

NOW, THEREFORE, BE IT RESOLVED THAT Clackamas County as a zone co-sponsor designates the North Urban Clackamas County Enterprise Zone for Electronic Commerce under ORS 285C.095.

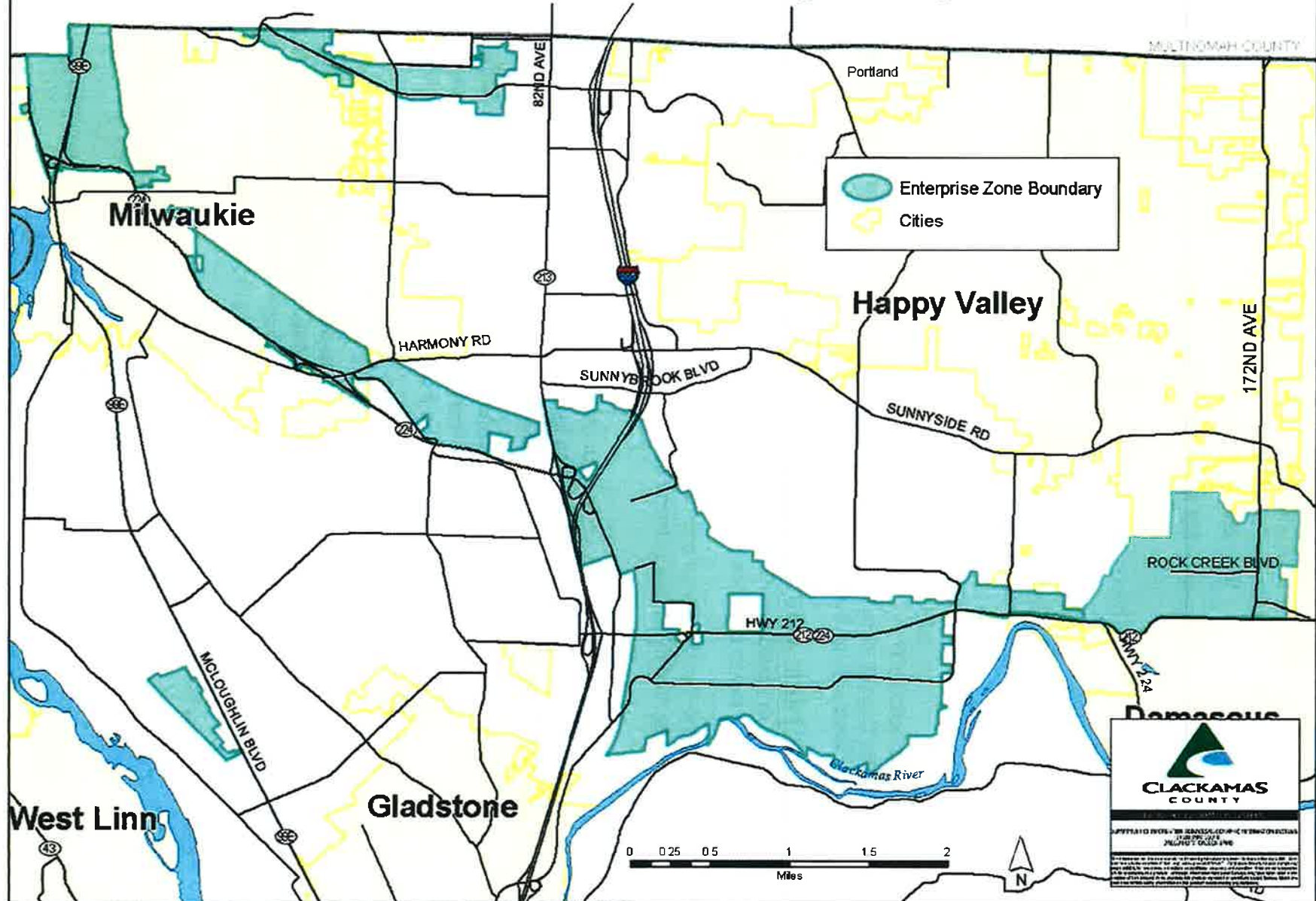
Dated the 28th Day of July, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

North Urban Clackamas County Enterprise Zone



Clackamas County 2008 - All rights reserved. This map is for informational purposes only. It is not intended to be used as a legal document. For more information, please contact the Clackamas County Planning Department at 503.655.1100.



**MILWAUKIE CITY COUNCIL
STAFF REPORT**

Agenda Item:
Meeting Date: July 5, 2016

To: Mayor and City Council
Through: Bill Monahan, City Manager

Subject: **Recommend the North Clackamas Enterprise Zone be Designated for Electronic Commerce**

From: Alma Flores, Community Development Director
Date: July 1, 2016

ACTION REQUESTED

That the City Council recommend the North Clackamas Enterprise Zone be designated for Electronic Commerce by Business Oregon.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The North Urban Clackamas County Enterprise Zone was established in 2008 to provide the enterprise zone tool to the cities of Milwaukie and Happy Valley.

On April 1, 2008 the city council approved a resolution in support of a co-sponsored application with Clackamas County for designation of the Milwaukie/North Clackamas County Enterprise zone.

On April 2, 2008 the city entered into an IGA with Clackamas County to jointly sponsor the designation of Milwaukie as part of the North Urban Clackamas County Enterprise Zone and for the county to provide zone management services.

On April 19, 2016, the Community Development Director came before City Council with a presentation that included an overview of Enterprise Zone and a discussion of potential future expansion of the Enterprise Zone as well as the potential future addition of an Electronic Commerce overlay.

BACKGROUND

Enterprise Zones are part of a State-initiated tax-abatement program available to businesses looking to locate or expand in a designated zone. Qualified businesses may be eligible to receive exemption from local property taxes on new investments including building construction and improvements, machinery, and equipment, for a period of three to five years.

Standard Incentives available to eligible businesses:

- Construction-in-Process Enterprise Zone Exemption - For up to two years before qualified property is placed in service, it can be exempt from local taxes.
- Three to five consecutive years of full relief from property taxes on qualified property, after it is in service.

- Additional local incentives may be available.

Three-year exemption:

- increase full-time, permanent employment by 10%
- pay employees at least 150% of the State minimum wage (benefits may be used to reach pay level)
- maintain minimum employment level during exemption period
- enter into a first-course agreement with local job training providers
- pay an application fee of 0.1% of the proposed total investment

Five-year exemption:

Businesses should meet the three-year exemption criteria as well as:

- compensation of new workers must be at or above 150% of the County average wage (benefits may be used to reach this pay level)
- local approval by written agreement with the local zone sponsor (City of Milwaukie)

Since its creation in 1998, the North Urban Clackamas County Enterprise Zone has seen a total investment of \$200,616,075 resulting in the creation of 4,294 jobs. In the 2014-2015 property tax year, the assessed value of investments by businesses in the program was \$37,753,905. This includes Milwaukie businesses Alpine Foods and Pacific Scientific OECO LLC.

The Community Development Director would like City Council to recommend that the North Clackamas Enterprise Zone be designated by Business Oregon for an Electronic Commerce overlay. Business Oregon only allows 15 electronic commerce overlays for existing Enterprise Zones throughout the state. Currently, one overlay is available through July 31, 2016 on a first come basis based upon the earlier Resolution adoption date of any co-sponsors of the existing Enterprise Zone.

An electronic commerce (e-commerce) zone overlay designation offers an added benefit to our existing enterprise zone areas—the e-commerce designation allows for a property tax abatement as well as a state income tax credit of 25 percent (25%) up to a maximum amount of \$2 million and lowers the threshold for personal property machinery and equipment to \$1000:

"Electronic commerce" is defined as engaging predominantly in transactions via the internet or an internet-based computer platform. These transactions can include taking orders, closing sales, making purchases, providing customer service or undertaking other activities that serve the business's overall purpose, even if retail in nature.

CONCURRENCE

The City Manager and Community Development Director concur with this recommendation. Additional approvals will be sought from the governing bodies of all co-sponsors to the North Clackamas Enterprise Zone including Clackamas County Board of Commissioners, Happy Valley City Council, and Port of Portland.

FISCAL IMPACTS

The fiscal impact would be limited to the new investment portion of an Enterprise Zone application and only for the eligible portion of the new investment and any qualifying electronic commerce investment up to five years. The Enterprise Zone is already in place.

WORK LOAD IMPACTS

Administration of the Enterprise Zone program is handled by the Enterprise Zone Manager at Clackamas County, through the Economic Development Division; however, each city is responsible for some portions of the application process. The work impact could be five to 10 hours when an application is received and if the expansion occurs, it could be an additional five to 10 hours a week of dedicated time over approximately two months.

ALTERNATIVES

If no action is taken, the North Clackamas Enterprise Zone continues to operate as usual; however, there is a missed opportunity to offer increased incentives to Milwaukie businesses participating in electronic commerce transactions.

ATTACHMENTS

1. Resolution



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 84-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, RECOMMENDING THAT THE NORTH CLACKAMAS ENTERPRISE ZONE BE DESIGNATED FOR ELECTRONIC COMMERCE.

WHEREAS, the City of Milwaukie, Clackamas County, City of Happy Valley, and Port of Portland, co-sponsors of the North Clackamas Enterprise Zone; and

WHEREAS, the sponsor of the North Clackamas County Enterprise Zone has formally advised and consulted with Business Oregon on this matter under ORS 285C.078; and

WHEREAS, the North Clackamas Enterprise Zone is one of the most successful economic development tools for the City of Milwaukie, contributing to the establishment and expansion of diverse businesses and the creation of family wage jobs; and

WHEREAS, the City of Milwaukie, with its supply of available land for development and complementary infrastructure has established itself as a community that can support electronic commerce business; and

WHEREAS, the City of Milwaukie would like to encourage electronic commerce as part of its economic development efforts.

Now, Therefore, be it Resolved that the City of Milwaukie as part of the zone sponsor recommends designation of the North Clackamas Enterprise Zone for Electronic Commerce under ORS 285C.095.

Introduced and adopted by the City Council on 7/5/16.

This resolution is effective on 7/5/16.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Koski, Amy

From: Koski, Amy

Sent: Monday, July 11, 2016 10:34 AM

Cc: Hagen, Cindy; 'Grubowski-Johnson, Catherine'; 'Ben Bryant'; Flores, Alma

Subject: North Urban Clackamas County Enterprise Zone Application for Electronic Commerce Zone Overlay Designation

Dear Taxing District Representative,

The purpose of this email is to inform you of an application to the State by the North Urban Clackamas County Enterprise Zone for an Electronic Commerce overlay designation. This overlay is one of only 15 throughout the state that became available as of July 1, 2016 and is open for existing Enterprise Zones to apply for designation by July 31, 2016. An Electronic Commerce overlay allows for eligible businesses engaged in electronic commerce to apply for the Enterprise Zone tax abatement while also receiving a credit against the business's annual state income or corporate excise tax liability equal to 25 percent of the investment cost made in capital assets used in electronic commerce operations inside the Enterprise Zone. Electronic commerce is defined by the state as engaging predominantly in transactions via the Internet or Internet-based computer platform. In addition to a tax credit, the newly installed personal property, machinery, and equipment that qualifies for exemption drops to a cost of \$1,000 or more per item, which is more broadly defined than the standard cost of \$50,000 or more per item. In applying for electronic commerce exemptions, businesses must fulfill the same requirements of the Enterprise Zone program.

For more information about an Electronic Commerce Zone, please see the attached flyer.

As a taxing district for the North Urban Clackamas County Enterprise Zone, the co-sponsors wanted to provide the courtesy of informing you of this application. The main benefit of this overlay is an income tax credit. The property tax implications are not paramount and will only apply to qualifying businesses with more than 50 percent of applicable transactions taking place via the Internet.

As co-sponsors of the North Clackamas Enterprise Zone, the governing bodies of Clackamas County, City of Happy Valley, and City of Milwaukie will be adopting resolutions during the month of July to apply for the Electronic Commerce overlay designation. For your reference, please see the attached initial resolution recommending that the North Urban Clackamas Enterprise Zone be designated for Electronic Commerce adopted by the Milwaukie City Council July 5, 2016. If you have any questions, please contact me at koskia@milwaukieoregon.gov or 503-786-7624. Clackamas County Business & Economic Development serves as the Enterprise Zone Manager. If you would like to reach to someone at the County, please feel free to contact Catherine Grubowski-Johnson, Division Manager, at CGJohnson@clackamas.us or 503-742-4303.

Sincerely,
Amy Koski

Amy Koski

Economic Development and Resource Coordinator

City of Milwaukie | 6101 SE Johnson Creek Blvd | Milwaukie, OR 97206

503-786-7624 p | 503-774-8236 f | koskia@milwaukieoregon.gov

CLACKAMAS COUNTY ENTERPRISE ZONE PROGRAM

Oregon's enterprise zones offer a unique resource to communities and an excellent opportunity for businesses growing or relocating in participating districts. Primarily, enterprise zones exempt qualifying businesses from local property taxes on new investments for a period of three to five years.

Enterprise Zone Incentives:

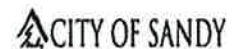
Businesses (generally non-retail) locating or expanding into an enterprise zone may be eligible to receive an exemption from property taxes on new investments including building construction and improvements, machinery, and equipment, for a period of three to five years.

The following are the standard incentives available to eligible businesses locating in any enterprise zone, subject to authorization, timely filings and criteria:

- Construction-in-Process Enterprise Zone Exemption—For up to two years before qualified property is placed in service, it can be exempt from local taxes. (For most authorized businesses this provides broader benefit than the regular exemption for commercial facilities under construction.)
- Three to five consecutive years of full relief from property taxes on qualified property, after it is in service.
- Depending on the zone, local incentives also may be available.

Enterprise Zone Contacts:

- **City of Estacada**, Terra Wilcoxson, Economic Development Manager
Phone: 503-630-8270 x206 Email: wilcoxson@cityofestacada.org
- **City of Molalla**, Dan Huff, City Manager
Phone: 503-829-6855 Email: dhuff@cityofmolalla.com
- **City of Oregon City**, Eric Underwood, Economic Development Manager
Phone: 503-496-1552 Email: eunderwood@ci.oregon-city.or.us
- **City of Sandy**, David Snider, Economic Development Manager
Phone: 503-475-8430 Email: dsnider@cityofsandy.com
- **North Urban Clackamas County**
 - **Happy Valley**, Michael Walter, Economic & Community Development Director
Phone: 503-783-3839 Email: michaelw@ci.happy-valley.or.us
 - **Milwaukie**, Alma Flores, Community Development Director
Phone: 503-786-7653 Email: floresa@milwaukieoregon.gov
 - **Clackamas County**, Cindy Hagen, Enterprise Zone Manager
Phone: 503-742-4328 Email: cindyhag@clackamas.us



Business Eligibility:

Prior to building construction/improvements or machinery equipment installation on-site, the zone manager must receive and approve an Application for Authorization (<http://www.oregon.gov/dor/PTD/docs/303-029.pdf>), which contains pertinent process information.

Eligible businesses include manufacturers, processors, shippers, and other traded sector businesses, as well as call centers and headquarter facilities. Hotel/resort businesses are eligible in the Estacada, Molalla, and Sandy Enterprise Zones. Retail, construction, financial and other defined businesses are ineligible.

Qualified Property:

A new building/structure, structural modifications or additions, or newly installed machinery and equipment qualify for exemption. Nonqualified items include land, previously used property value and miscellaneous personal items.

Criteria for Qualifying Projects:

For the standard, **three-year enterprise zone exemption**, the business should meet the following criteria:

- increase full-time, permanent employment by 10%;
- pay employees at least 150% of the State minimum wage (\$14.18 per hour for 2016) (*benefits can be used to reach this pay level*);
- maintain minimum employment level during the exemption period;
- enter into a first-source agreement with local job training providers; and
- pay an application fee of 0.1% of the proposed total investment.

Criteria for the extended tax exemption (for a maximum of a **five-year exemption**):

The business should meet the criteria for the three-year enterprise zone exemption as well as the following:

- Compensation of new workers must be at or above 150% of the County average wage \$33.47 per hour/\$69,621 annual for 2016 (*benefits can be used to reach this pay level*);
- there must be local approval by written agreement with the local zone sponsor; and
- the company must meet any additional requirements that the local zone sponsor may reasonably request.

For more information please contact:



Cindy Hagen, Enterprise Zone Manager
Business & Economic Development
Phone: 503.742.4328 Fax: 503.742.4349
Email: cindyhag@clackamas.us
www.clackamas.us/business



Oregon Enterprise Zones

Electronic Commerce Zones

Several of Oregon's nearly 70 enterprise zones have received special status to further encourage electronic commerce or "e-commerce" investments.

"Electronic commerce" is defined as engaging predominantly in transactions via the internet or an internet-based computer platform. These transactions can include taking orders, closing sales, making purchases, providing customer service or undertaking other activities that serve the business's overall purpose, even if retail in nature.

A significant feature of these designations is that qualifying businesses may receive a credit against the business's annual state income or corporate excise tax liability.

State Income Tax Credit

The credit equals 25 percent of the investment cost made in capital assets used in electronic-commerce operations inside that enterprise zone. To make the investment means to have incurred the financial liability or commitment for the asset in that income tax year. Capital assets are property used in the business, the cost of which may be depreciated for federal income tax purposes, even if the assets end up being expensed. (Use of this credit does not affect the deduction or basis of such expenses or assets.) The annual maximum credit amount is \$2 million per year. Unused tax credit amounts may be carried forward over the next five years. The credit is claimed directly on corporate or individual tax returns, and while there is no additional form required, the taxpayer must maintain records of purchased assets and other relevant information, such as timely qualification for the property tax abatement on assets that also qualify for it, but otherwise, such qualified property and what is used for the income tax credit do not need to correspond entirely.

To obtain this state tax credit, the business's e-commerce investment (in terms of incurring the cost or financial liability) needs to be made between the income tax year when application is made for local enterprise zone authorization and the one beginning before the end of the

three- to five-year period of the standard exemption from local property taxes. This tax credit sunsets by law, such that the business also must make the investment no later than in its income tax year that begins during 2017.

Local Property Tax Abatement

In an e-commerce enterprise zone, "being engaged in electronic commerce" is itself an eligible activity for the standard property tax abatement. Although, such an operation would likely qualify in any enterprise zone for other reasons—for example, by satisfying the definition of an eligible administrative or call center.

In a designated e-commerce area, however, the newly installed personal property, machinery and equipment that qualifies for exemption is more broadly defined. Usually, such property that costs less than \$50,000 per item qualifies only if used in the production of tangible goods. In the case of an e-commerce enterprise zone or city, using it for electronic commerce alone suffices for the exemption. The exemption does not cover any personal property item costing less than \$1,000 or any vehicle, and all other enterprise zone criteria and procedures apply.

Qualified new investments also will include those for operations that support or ensue from the e-commerce activity—for example, shipping and storage facilities to fulfill orders mostly arising from e-commerce.

BUSINESS OREGON

775 Summer St, NE, Suite 200
Salem, OR 97301
503-986-0123

Business Oregon
is an agency of the
state of Oregon



www.oregon4biz.com

Taxing District Representative Contact List

Agency	Title	First	Last	Street	City	Zip
City of Happy Valley	Finance Officer	Barbara	Muller	16000 SE Misty Dr.	Happy Valley	97086
City of Milwaukie	Finance Director	Casey	Camors	10722 SE Main	Milwaukie	97222
City of Portland	Budget Director	Andrew	Scott	1120 SW Fifth Ave Rm. 1300	Portland	97204
Clackamas Community College	Director of Fiscal Services	Chris	Robuck	19600 S Molalla Ave	Oregon City	97045
Clackamas County	Finance Director	Marc	Gonzales	2051 Kaen Rd	Oregon City	97045
Clackamas Education Service District	Chief Finance Officer	Timothy	Witcher	13455 SE 97th Ave	Clackamas	97015
Clackamas County Fire District #1	Finance Director	Susan	Geiger	11300 SE Fuller Rd	Milwaukie	97222
Clackamas County	Deputy Director of Business and Community Services	Laura	Zentner	150 Beaver creek Rd	Oregon City	97045
Port of Portland	Regional Affairs Manager	Emerald	Bogue	7111 NE Alderwood Drive	Portland	97218
Port of Portland	Chief Financial Officer	Cindy	Nichol	PO Box 3529	Portland	97208
Oak Lodge Sanitary District	General Manger	J. Michael	Read	14611 SE River Rd	Milwaukie	97267
North Clackamas School District	Chief Finance Officer	Mary	Knigge	4444 SE Lake Road	Milwaukie	97222
Oregon City School District	Interim Chief Financial Officer	Mary	Larson	1417 12th Street	Oregon City	97045
Oregon Metro	Budget Coordinator	Kathy	Rutkowski	600 NE Grand Ave	Portland	97232
Clackamas Soil and Water Conservation District	District Manager	Tom	Salzer	221 Molalla Ave Suite 102	Oregon City	97045
TriMet	Executive Director of Finance	Dee	Brookshire	4012 SE 17th Ave	Portland	97202
Clackamas County Development Agency	Program Supervisor	Dan	Johnson	150 Beaver creek Rd	Oregon City	97045
Clackamas County Vector Control District	Ecological Statistician	George	Peck	2051 Kaen Rd	Oregon City	97045
Clackamas County Service District #1	Water Environment Service Policy Analyst	Matt	Glazewski	150 Beaver creek Road	Oregon City	97045
Oak Lodge Water District	Finance Director	Kelly	Stacey	14496 SE River Rd	Milwaukie	97267
Sunrise Water Authority	Chief Financial Officer	Carol	Bryck	10602 SE 129th Ave	Happy Valley	97086
Clackamas River Water District	General Manager	Todd	Heidgerken	16770 SE 82nd Dr.	Clackamas	97015

CITY OF HAPPY VALLEY, OREGON

RESOLUTION NO. 16-32

**A RESOLUTION DESIGNATING THE NORTH CLACKAMAS ENTERPRISE ZONE
BE DESIGNATED FOR ELECTRONIC COMMERCE.**

WHEREAS, the City of Milwaukie, Clackamas County, City of Happy Valley, and Port of Portland, are co-sponsors of the North Clackamas Enterprise Zone; and

WHEREAS, the sponsors of the North Clackamas County Enterprise Zone has formally advised and consulted from Business Oregon on this matter under ORS 285C.078; and

WHEREAS, the North Clackamas Enterprise Zone is one of the most successful economic development tools for the City of Happy Valley, contributing to the establishment and expansion of diverse businesses and the creation of family wage jobs; and

WHEREAS, the City of Happy Valley, with its supply of available land for development and complementary infrastructure has established itself as a community that can support electronic commerce business; and

WHEREAS, City of Happy Valley would like to encourage electronic commerce as part of its economic development efforts.

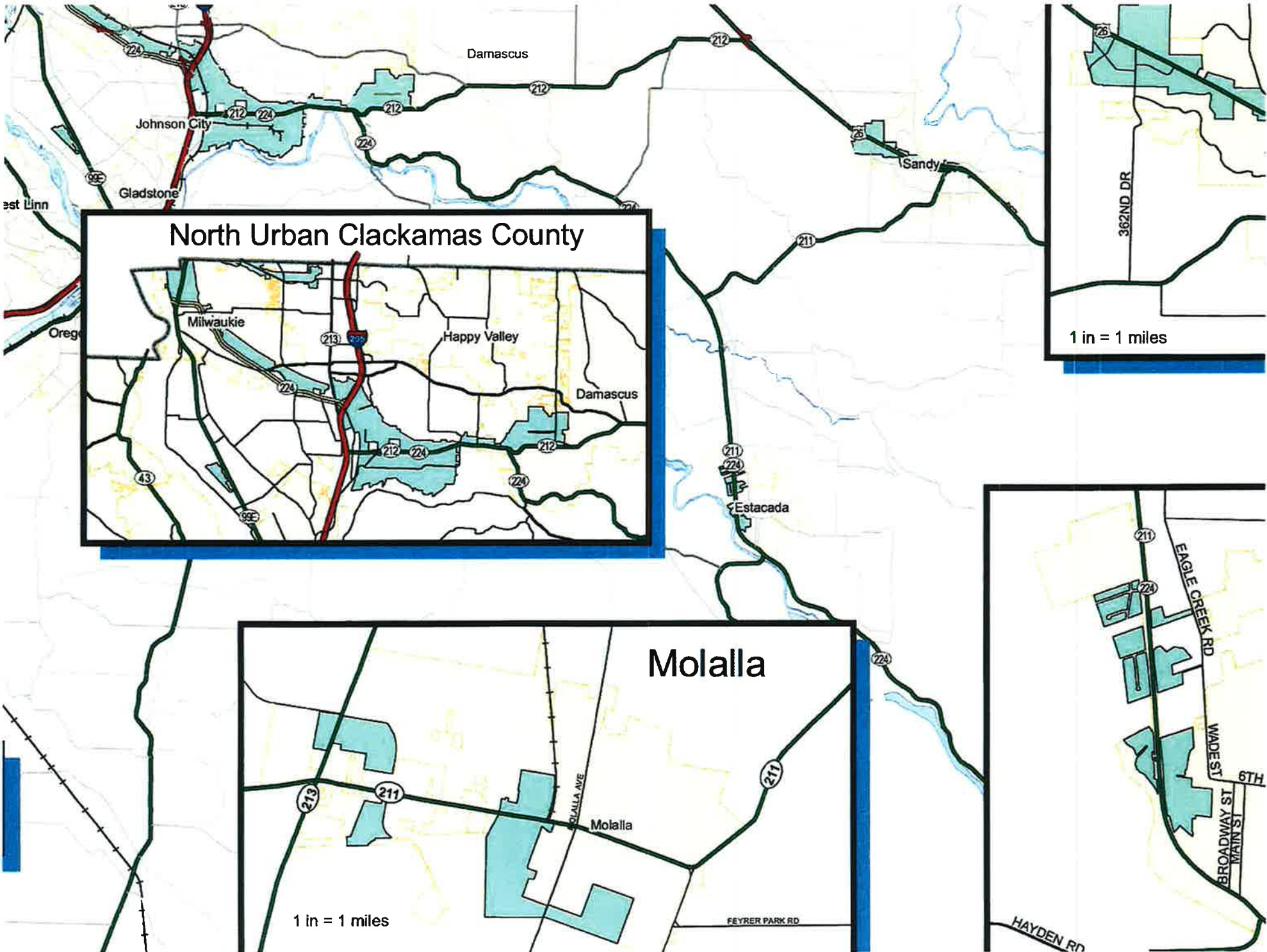
NOW THEREFORE, BE IT RESOLVED that the City of Happy Valley as part of the zone sponsor designates the North Clackamas Enterprise Zone for Electronic Commerce under ORS 285C.095.

PASSED AND APPROVED this 19th day of July, 2016.

Lori DeRemer
Mayor

ATTEST:

Marylee Walden
City Recorder





DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract Amendment with Tapani, Inc for the
SE Bell Avenue Improvement Project-Phase 2

Purpose/Outcomes	This contract amendment will provide additional funds for reconstruction and paving, and construction of improvements on SE Bell Avenue between SE King Road and SE Brehaut Street.
Dollar Amount and Fiscal Impact	The current contract value is \$2,197,961. The additional amount requested is \$810,000, of which approximately \$636,000 is for rebuilding and repaving SE Bell Avenue.
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District. Clackamas County Transportation Maintenance.
Duration	The contract currently expires on July 15, 2017. Extension of the substantial completion is requested until September 16, 2016. The contract expiration date should also be extended to September 16, 2017. The time frame is sufficient to fully complete the project.
Previous Board Action	The Board of County Commissioners previously approved the Agency budget, which includes funding for this project, and a contract with Tapani, Inc. for construction of the SE Bell Avenue Improvement Project- Phase 2.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure
Contact Person	Ken Itel, Senior Project Planner, Clackamas County Development Agency – 503-742-4324
Contract No.	N/A

BACKGROUND:

The Development Agency is currently constructing the second phase of improvements to SE Bell Avenue. The project is being largely funded by the Development Agency through the North Clackamas Revitalization Area urban renewal district. A primary goal of the NCRA Plan is to improve substandard streets and increase connectivity throughout the plan area. The improvements to SE Bell Avenue meet this goal. The Agency conducted a public outreach process, which included a series of open houses, to obtain input from area residents on

prioritizing street improvement projects. SE Bell was identified by residents as one of the top priorities.

The project provides roadway and storm drainage improvements to SE Bell Avenue between SE King Road and SE Brehaut Street. Work includes, but is not limited to, new asphalt, construction of new sidewalks and accessible ramps, replacement of substandard sidewalks and ramps, and installation of curbs, storm sewer pipes and drainage swales. Phase 1 included construction of a retaining wall and sidewalk on the west side of Bell at the SE King intersection, the installation of accessible ramps, and the replacement of a substandard traffic signal pole.

The construction on SE Bell Avenue has thoroughly demonstrated the difficulty of retrofitting an existing roadway, which was not constructed to County Roadway Standards, to accommodate improvements meeting current standards. Numerous unforeseen difficulties have been encountered resulting in construction delays and major design changes. The most significant issue is the discovery the roadway was constructed with little or no aggregate base. During the design phase it was anticipated the roadway would require an asphalt overlay or a grind and inlay after construction, in order to provide an acceptable driving surface and proper drainage. Pavement design was based on a report of core samples taken the entire length of the project by County Transportation Maintenance, showing an acceptable depth of base material under the road surface. However, the core samples proved to be inaccurate. Construction has shown almost no base material is present at any place along Bell Avenue.

Previous trenching during recent projects by Clackamas River Water and Clackamas County Service District #1, as well as trenching during the current project, and the use of heavy equipment, has resulted in deterioration of the roadway due to the lack of base material. SE Bell Avenue is designated a Collector street and is traveled frequently by large trucks and buses. The only way to repair Bell Avenue to provide a quality driving surface and meet County Roadway Standards is to rebuild the driving surface from the base up. Trench patching and an asphalt overlay will not hold up to heavy traffic due to the lack of a sufficient road base. If a full reconstruction is not undertaken, frequent repairs and failure of the road surface are likely to occur within the next 5 years.

County staff, including Engineering and Transportation Maintenance, along with the Project Engineer, Otak Inc., has reviewed options with the contractor and determined a full-depth reclamation with a cement-treated base (CTB) provides the most cost-effective and highest quality solution to reconstructing Bell Avenue. The result will be a new road base and asphalt surface from SE King Road to SE Brehaut Street, a distance of approximately 2,600 feet. The reconstructed roadway is expected to have a life of 20-25 years. County Transportation Maintenance has agreed to provide 50 percent of the additional reconstruction cost, a contribution of \$315,325, in order to defray future maintenance costs.

Additional funds of \$174,350 are also needed to cover pending change order requests for design changes related to utility installation, primarily storm water infrastructure, and construction of retaining walls, as well as overhead and delay incurred by the contractor due to the extension of the contract by approximately 30 work days. The design changes are a result of

numerous utility conflicts, such as abandoned or unmapped utility lines not discovered until construction, unexpected obstructions such as concrete in old utility trenches, inaccurate survey information and utility information in construction plans, and insufficiently designed retaining walls.

Staff is currently negotiating with the contractor to reduce the cost of several change order requests. A second contract amendment is anticipated to accommodate retaining wall redesigns which are still in progress, and contractor overhead and equipment for delays and added work which have not yet been quantified.

The project has also been hampered by the reluctance of utility service providers, particularly Comcast and Centurylink, and to a lesser extent PGE, to relocate overhead utilities in a timely manner. This has occurred despite the service providers being included in the design process and being given sufficient notice of the need to relocate utilities prior to construction. This has resulted in numerous delays.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the contract amendment with Tapani, Inc. for construction of the SE Bell Avenue Improvement Project-Phase 2.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

Placed on the _____ Agenda by the Purchasing Division



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

July 28, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **July 28, 2016**, this Amendment #1 to the contract with Tapani, Inc. for the **Construction of the SE Bell Avenue Improvement Project – Phase 2** for the Clackamas County Development Agency. This amendment was requested by Ken Iteel, Development Agency Project Manager. The original contract amount was \$2,197,961.00. Amendment #1 will increase the contract amount by \$810,000.00 to cover the scope of work detailed in Attachment “A”. The new total contract amount is not to exceed \$3,007,961.00. This amendment is in compliance with LCRB Rule C047-0800 Contract Amendments and has been reviewed and approved by County Counsel. Funds for this project amendment are covered under budget lines 453-7432-00-481200-30320 and 215-7433-00-481200 for fiscal years 2016/2017 and 2017/2018.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff



July 28, 2016

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between the
 Tri-City Service District and the City of Salem for
Generated Waste Stream Disposal

Purpose/Outcomes	Approval of an Intergovernmental Agreement between the Tri-City Service District and the City of Salem for acceptance of the following generated waste streams of waste activated sludge, digested sludge and/or primary sludge for disposal to create a solids handling capabilities on a contingency basis in the event of plant capacity issues.
Dollar Amount and Fiscal Impact	N/A
Funding Source	Tri-City Service District Operations Budget
Duration	Effective from approval date until terminated by either party or by mutual consent.
Previous Board Action/Review	No prior action has been taken with respect to this agreement.
Strategic Plan Alignment	1. This IGA supports WES's goal maintaining a well-managed utility. 2. Creating contingency plans and developing intergovernmental agreements supports the County's goal of building public trust through good government.
Contact Person	Chanin Bays, Resource Recovery Program Supervisor – Water Environment Services – 503-557-2820
Contract No.	

BACKGROUND:

Tri-City Service District (“District”) through WES manages the Tri-City Wastewater Treatment Facility (“TC”). The District strives to maintain contingency options for solids handling because of on-going capacity related issues. The District therefore approached the City of Salem to request an IGA which will allow WES to haul pre-digestion waste streams as well as digested

liquid biosolids from TC to The Willow Lake Water Pollution Control Facility (“Willow Lake”) for treatment and stabilization when capacity within WES managed facilities does not exist.

The IGA with the City of Salem has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of the Tri-City Service District, a county service district, approve the IGA for generated waste stream disposal services for Tri-City Wastewater Treatment Facility provided by the City of Salem.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

INTERGOVERNMENTAL AGREEMENT FOR DISPOSAL AND TREATMENT OF WASTEWATER TREATMENT SOLIDS

This Intergovernmental Agreement (“Agreement”) is hereby entered into by the CITY OF SALEM (“Salem”), an Oregon municipal corporation, and TRI-CITY SERVICE DISTRICT (“TCSD”), a county service district (hereafter may be referenced individually as "party" or collectively as "parties").

Recitals:

WHEREAS, Oregon Revised Statutes (“ORS”) 190.010 authorizes Salem and TCSD to enter into an intergovernmental agreement whereby Salem provides wastewater sludge disposal services for TCSD; and

WHEREAS, TCSD’s wastewater treatment plants need solids handling capabilities on a contingency basis; and

WHEREAS, TCSD desires another treatment plant to accept and process waste activated sludge, digested sludge, and primary sludge; and

WHEREAS, Salem has extra capacity at the Willow Lake Water Pollution Control Facility (“Willow Lake”) to accept TCSD’s solids and is willing to do so.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, Salem and TCSD agree as follows:

Section 1. Salem Shall:

- A. Accept up to 36,000 gallons per day total, cumulative between TCSD and Clackamas County Service District No. 1, of waste activated sludge, digested sludge and/or primary sludge with no objects larger than ¾ inch in diameter (hereafter "solids") for disposal at Willow Lake. Salem may accept a higher volume of solids on a case-by-case basis.
- B. Provide a location at Willow Lake for TCSD to offload/discharge their solids. Under normal operations, the provided location will be a scum pit designated by Salem. The parties recognize that from time to time modifications may be needed to the scum pit to receive the discharge or Salem may need to designate another location for offloading/discharging. If a modification is needed or a new discharge location is so designated, Salem agrees to provide TCSD with timely notification in accordance with paragraph 1D below.
- C. Prior to discharge of solids into Willow Lake, sample or designate a sample to be taken by a third party and analyze TCSD's solids for loading content on a daily basis. A composite metals test will be performed on a periodic basis.

- D. Notify TCSD of known modification(s) and repair (hereinafter “modification(s)) required at Willow Lake needed to receive TCSD’s solids, including, but not limited to, estimated costs of the modification(s) and time to construct.
 - a. For known minor modification(s) having zero cost to TCSD, such as a simple relocation of discharge, 24 hour notice by Salem is requested; however, simple directions to the TCSD delivery driver may suffice.
 - b. For known modification(s) that will need to be constructed and for which TCSD will need to pay per Section 2C below, 14 day prior notice shall be provided. Notification shall include, but not be limited to, estimated costs of modification and time to construct or shall provide a time when same can be provided. Notwithstanding the aforementioned notice schedule, the parties do not contemplate there will be many modifications, if any, but simply wish to provide a reasonable time schedule should any arise and a reasonable opportunity to solve any associated problems cooperatively.
- E. Bill TCSD on a monthly basis for all disposal costs of TCSD’s solids at Willow Lake and for all tests performed as a result of TCSD's solids. The bill shall be based on the following:
 - a. Solids delivered to Willow Lake will be charged a per gallon rate based off the attached City of Salem fee schedule. (Attachment A). Salem shall provide TCSD with a new fee schedule of any rate changes within 30 days of adoption.
- F. Salem shall give at least a 24 hour notice and timeframe to TCSD when there is an upset or event that will prohibit Salem from receiving solids from TCSD.

Section 2. TCSD Shall:

- A. Deliver and discharge its solids to the location designated by Salem, from time to time, and to off-load solids, up to 36,000 gallons per day. Schedule to be agreed upon by the parties.
- B. Pay to Salem all costs billed by Salem, as set forth in Section 1 (E), within 30 days of the date TCSD receives the bill.
- C. Pay for all modification(s) required at Willow Lake needed to receive TCSD's solids; provided, TCSD has received the notification of modification(s) set forth herein and agreed to pay for same.
- D. Provide Salem at least 24 hours advance notice for any schedule change.

Section 3. General Provisions.

- A. *Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this Agreement. Salem and TCSD are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

- B. *Compliance with Applicable Laws.* Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement.
- C: *Force Majeure.* Neither party shall be held responsible for delay nor default caused by fire, riot, acts of God, war or any other cause beyond the reasonable control of either party, respectively; provided, however, that in no event shall force majeure affect any party's payment obligation hereunder. Each party shall, however, make all reasonable efforts to remove or eliminate any cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. The parties in the exercise of good faith shall agree upon adjustments to the schedule and compensation for any additional direct and indirect costs resulting from such delays under this Agreement.
- D. *Survival.* All rights and obligations of the parties shall cease upon termination or expiration of this Agreement, except for the rights and obligations of a party for payment, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Agreement.
- E. *Notice and Communication.* Any communications between the parties or notices to be given shall be given in writing by personal delivery, by mailing the same, postage prepaid, or by electronically confirmed facsimile transmission to the following:

Tri-City Service District

Greg Geist, Director of Water Environment Services
150 Beaver Creek Road, Oregon City OR 97045
Phone 503-869-5087 Email GGeist@clackamas.us

City of Salem

Peter Fernandez, Director of Public Works
555 Liberty Street SE, Room 325, Salem OR 97302
Phone 503.588.6008 Fax 503.588.6387

Any communication or notice so addressed and mailed shall be deemed to be given five (5) calendar days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine or emailed response acknowledging the receipt of communication or notice. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- F. *Independent Contracting Parties.* The parties intend that the relationship created by this Agreement is that of independent contracting parties. Neither party hereto shall be deemed an agent, partner, joint venture, or related entity of the other by reason of this Agreement. Each party agrees that its employees and contractor(s) are not the employees of the other party and are not eligible for any benefits from the other party, including without limitation, federal social security, health benefits, and workers compensation, unemployment compensation and retirement benefits.

- G. *Successors and Assigns.* No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement. Salem and TCSD each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Agreement.
- H. *Severability.* The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- I. *Legal Review and Rules of Construction.* Each party has had the opportunity to have an attorney of their choosing review this Agreement and advise the Party of the benefits and consequences of signing this Agreement. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of contract construction and evidence shall apply.
- J. *Governing Law; Venue; Consent to Jurisdiction.* This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Salem and TCSD that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County.
- K. *Merger Clause; Waiver.* This Agreement, including all attachments and law, rules and regulations incorporated herein or to which the Agreement is subject, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by such party of that or any other provision.
- L. *Indemnification.* TCSD shall defend, indemnify, and hold harmless Salem from all liability for personal injury or damage to life or property related to or arising out of TCSD's transport, delivery, or discharge of solids to Willow Lake, save and except for liability arising out of the negligence or intentional acts of Salem, its officers, employees, and/or agents.

- M. *Insurance.* Each party agrees to maintain insurance levels or self-insurance in accordance with the Oregon Tort Claims Act for the duration of this Agreement at levels necessary to protect the public body from liability. Each party shall notify the other if a claim is made against the other pertaining to matters related to this Agreement.
- N. *Execution of Agreement.* This Agreement may be executed in two or more counterparts each signed by their respective parties, each of which shall constitute an original, and all of which together shall constitute one and the same Agreement.
- O. *Term and Termination.* The term of this Agreement shall start on the date of the last signature hereon. Salem or TCSD may terminate this Agreement by written mutual consent of the parties or upon either party providing not less than thirty (30) days written notice to the other party and specifying the termination date.

IN WITNESS WHEREOF, the parties have, by approval of their respective governing bodies, caused this Agreement to be executed:

CITY OF SALEM

TRI-CITY SERVICE DISTRICT
Board of County Commissioners
Governing Body

By: _____
Steve Powers, City Manager

By: _____
John Ludlow, Chair

Date

Date

APPROVED AS TO FORM

APPROVED AS TO FORM

Dan Atchison, City Attorney

County Counsel

RESOLUTION NO. 2014-58

A RESOLUTION SETTING FEES AND CHARGES FOR UTILITY SERVICE RATES

Whereas, pursuant to SRC 70.200, utility service rates, fees, and charges are to be established by resolution; and

Whereas, on November 13, 2012, utility service rates, fees, and charges were established by Resolution No. 2012-97; and

Whereas, on October 28, 2013, utility service rates, fees and charges were amended by Resolution No. 2013-67; and

Whereas, the City may charge a five percent franchise fee on services provided to customers;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALEM, OREGON,
RESOLVES AS FOLLOWS:

Section 1. The utility service rates, fees, and charges set forth in "Exhibit 1" consisting of five pages are hereby adopted.


Section 2. This resolution implements two consecutive years of increases as labeled, with the first increase effective for the billing cycle starting on or after January 1, 2015, and the second year increase effective for the billing cycle starting on or after January 1, 2016.

Section 3. This resolution supersedes Resolutions 2012-97, 2013-67, and any previous resolution setting forth utility service rates, fees, and charges.

Section 4. This resolution is effective January 1, 2015.

ADOPTED by City Council this 27th day of October, 2014.

ATTEST:



City Recorder

Approved by City Attorney: _____



Checked by: A. Blalock

City of Salem
Retail Water Utility Service Fees

Water billings for retail customers include a base charge and a volume charge for the amount of water consumed. Base charges have three components: billing, water meter per connection, and public fire protection. The billing charge is a flat rate per invoice. The meter and public fire protection charges are based on the size of the water meter. Volume rates are charged per hundred cubic feet (ccf) which equals 748 gallons. Rates are established for each customer class and area based on service characteristics. The following table lists water rates for retail customers located inside and outside of the City of Salem. Rates and charges are effective for bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem.

	Effective Dates:		Outside City - Retail ⁽¹⁾	
	1/1/2015	1/1/2016	1/1/2015	1/1/2016
Water Service Charges				
Base Charge (by meter size per connection) ⁽²⁾				
5/8 - 3/4 inch meter	\$ 6.32	\$ 6.51	\$ 6.80	\$ 7.00
1 inch meter	6.90	7.11	7.43	7.65
1.5 inch meter	10.93	11.26	11.74	12.09
2 inch meter	15.75	16.22	16.93	17.44
3 inch meter	28.61	29.47	30.76	31.68
4 inch meter	43.08	44.38	46.32	47.71
6 inch meter	83.29	85.78	89.53	92.21
8 inch meter	284.29	292.82	305.61	314.78
10 inch meter	445.09	458.45	478.48	492.83
Volume Rate (by customer class per ccf)				
Single Family Residential	⁽³⁾ \$ 2.58	\$ 2.65	\$ 2.79	\$ 2.88
Multifamily (individually metered)	2.58	2.65	2.79	2.88
Multifamily (shared meter)	2.08	2.14	2.26	2.33
Irrigation	4.12	4.24	4.47	4.60
Commercial (Including Fire)	⁽⁴⁾ 2.12	2.19	2.30	2.37
Public	2.50	2.58	2.71	2.79
Institutional	⁽⁵⁾ 1.80	1.86	NA	NA
Industrial	⁽⁶⁾ 1.49	1.54	NA	NA
Water Fill Stations (per 400 gallons)	\$0.75	\$0.75	NA	NA

⁽¹⁾ Customers outside Salem city limits who may or may not be on septic systems and receive City water are assessed a 7.5% surcharge and are billed as retail customers of the City of Salem. This includes customers in Jan Ree and Eola-Chatnicka as well as other unincorporated areas.

⁽²⁾ Accounts with compound meters will be charged the base fee associated with the size of meter for the head that has measured more than half of the water consumed in the prior calendar year.

⁽³⁾ A \$10 credit will be offered as an incentive to residential customers who are selected and agree to participate in the City's lead and copper sampling program. This credit will be applied to the customer's account each time a sample is taken.

⁽⁴⁾ A fee for private fire protection service is applied monthly to identified accounts inside the City of Salem at a flat rate of \$2.00 per inch of diameter of main connection. These customers have automatic sprinkler systems, private fire hydrants, and standpipes for fire protection. Water is to be used only for the extinguishing of fires and flushing necessary for proper maintenance of fire protection equipment. The Director of Public Works may require a meter to protect against surreptitious use of water; and in such cases, the monthly minimum charge shall be applied in accordance with the size of the meter installed as listed above.

⁽⁵⁾ Industrial water customers use water for a process and are generally located in the lowest pressure zone. They may or may not have industrial wastewater flows. Institutional water customers use water similar to public customers, but their wastewater flows are measured and monitored like industrial customers.

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per wastewater connection and a volume rate is applied per hundred cubic feet (ccf) of average winter water consumption. The wastewater volume rate (wastewater base) for each account not separately measured is established annually and shall be calculated on the average measurable water consumption using two or more meter readings after November 1. Commercial customers using an average of more than 10,000 cubic feet (cf) of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates and charges are effective for bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem.

	Effective Dates:		Outside City - Retail ⁽⁴⁾	
	1/1/2015	1/1/2016	1/1/2015	1/1/2016
Wastewater Service Charges				
Single Family Residential				
Base charge (per account)	\$ 16.59	\$ 13.68	\$ 14.66	\$ 14.89
Volume (per ccf)	3.23	3.23	3.41	3.51
Without measurable water consumption (wastewater volume at 5 ccf)	32.74	29.83	31.71	32.44
New (without history; wastewater volume at 6 ccf) ⁽¹⁾	37.59	34.68	36.83	37.71
Vacant (wastewater volume at 0.5 ccf)	18.21	15.30	16.37	16.65
Wastewater Rate Assistance Program Base Charge (per account) ⁽²⁾	7.59	4.68	5.66	5.89
Multifamily				
Base charge- Duplex (per account)	20.89	14.87	15.94	16.19
Base charge - Triplex (per account)	25.19	16.06	17.22	17.49
Base charge - Fourplex (per account)	29.49	17.25	18.50	18.78
Base charge - Fiveplex (per account)	33.79	18.44	19.78	20.08
Add the following to base charge for each unit over five	1.41	1.19	1.28	1.30
Volume (per ccf)	3.23	3.23	3.41	3.51
New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit) ⁽¹⁾				
Commercial/Public				
Base charge (per account)	23.17	20.49	21.84	22.32
Volume (per ccf)	4.42	4.45	4.70	4.85
New or without measurable water consumption (Base charge plus volume (ccf) equal to like business) ⁽¹⁾				
Significant Industrial Users ⁽³⁾				
Industrial Base Charge (per account)	1,786.25	1,859.88		
Institutional Base Charge (per account)	993.14	1,034.05		
Flow (per million gallons)	2,989.91	2,919.89		
Biochemical Oxygen Demand (per 1000 lbs)	328.29	336.49		
Total Suspended Solids (per 1000 lbs)	237.98	242.74		

⁽¹⁾ Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.

⁽²⁾ The Wastewater Rate Assistance Program discounts are available for senior citizens or disabled heads-of-household who have a household income of less than 30 percent of the Salem-area median income, based on family size, as published annually by the U.S. Department of Housing and Urban Development. To qualify an individual must be 62 years of age or disabled, live in a single family residence, be the person responsible for the bill, and submit a completed City of Salem application with required documentation as specified in the application. An account may receive one discount off the base wastewater rate equal to \$9.00 in 2015 and 2016.

⁽³⁾ Industrial and institutional customers considered to be Significant Industrial Users (SIUs) have high effluent flows, high loadings - based on measured levels of solids and oxygen demand, or the ability to negatively impact the treatment facility. SIUs are identified when connected to the wastewater collection system and require regular monitoring under federal regulations for the strength and quantity of effluent discharged.

⁽⁴⁾ Administration fees are collected by the City of Salem, based on a contractual agreement and Marion County Board of Commissioners signed order 98-76, for the East Salem Service District including Jan Ree as follows:

Single Family Residential - \$.60 per month

Multifamily Residential (per unit) - \$.50 per month

Commercial/Public (per account) - \$.60 plus \$.05 per ccf of wastewater in excess of 8 ccf per month

Administration fees are collected by the City of Salem, based on a contractual agreement and Marion County Board of Commissioners signed order 99-78, for Labish Village Sewage and Drainage District as follows:

Single Family Residential - \$3.00 per month

Rates and charges are effective for billing cycles beginning on or after the dates identified and shall be applied to all accounts on a monthly basis. The City of Salem charges a five percent franchise fee on services to customers in Salem.

Stormwater Service Charges

The City of Salem provides stormwater services to customers within the Salem city limits. Stormwater service fees have two components: a base charge per account and an impervious area charge. Total impervious area is converted to Equivalent Dwelling Units (EDU), and one EDU is equal 3,000 square feet of impervious area. Residential tiers are established based on the impervious area contained in the building footprint while other customer classes measure total impervious area. In cases where multiple accounts serve one parcel, one of the accounts may be charged the stormwater service fee for the full parcel. Rates and charges are effective for bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis.

	Effective Dates:	1/1/2015	1/1/2016
Base Charge (per account)		\$ 7.34	\$ 9.79
Single Family Residential Impervious Area Fee (based on tier)	(1)		
Tier 1 (less than or equal to 1,330 square feet)		3.32	4.43
Tier 2 (greater than 1,330 but less than 2,900 square feet)		3.80	5.07
Tier 3 (greater than or equal to 2,900 square feet)		4.26	5.69
Impervious Area Fee for all other classifications (based on total area)	(2)		
Rate per EDU (3,000 square feet of impervious area)		3.80	5.07

(1) Impervious areas include rooftops, driveways, sidewalks, paved parking areas, and compacted gravel or dirt. For single family residential properties, tiers are based on building footprints only. On average, single family properties in Salem have 700 square feet of impervious area in addition to the building footprint.

(2) Impervious areas are individually measured for the following customer classifications: multifamily, irrigation, commercial, public, institutional, industrial, fire, and wholesale. One equivalent dwelling unit (EDU) is equal to 3,000 square feet of impervious area.

Backflow Prevention Program

The City of Salem is required to manage a testing program to protect the drinking water system from potential sources of contamination through the installation and testing of backflow prevention assemblies. *Oregon Administrative Rules 333-061-070* and *Salem Revised Code 72.190* require a backflow prevention assembly be installed on residential and commercial water services that have the potential to contaminate the City's water system. Homes or businesses with irrigation systems and certain businesses are required to have backflow assemblies. These assemblies are required to be tested on an annual basis to ensure proper function. The owner of the utility account is responsible for the installation, maintenance, repair, and replacement of each backflow assembly. The City of Salem is required to maintain proof of compliance. Rates and charges are effective for billing cycles beginning on or after the dates identified below and shall be applied to all accounts on a monthly basis.

	Effective Dates:	1/1/2015	1/1/2016
Backflow Prevention Fee		\$ 1.25	\$ 1.25

Septic Waste Disposal Fee

	Effective Dates:	1/1/2015	1/1/2016
Discharge Fee for Septic Waste (per gallon)		\$ 0.11	\$ 0.12

Hauled Liquid Waste Disposal Fees

	Effective Dates:	1/1/2015	1/1/2016
Leachate (per gallon)		\$ 0.03	\$ 0.03
Domestic waste sludge (per gallon)		0.05	0.05
SeQuential Biodiesel Solids (per gallon)		0.05	0.05

Water billings for wholesale customers include a base charge and a volume charge for the amount of water consumed. Base charges have three components: billing, water meter per connection, and public fire protection. The billing charge is a flat rate per invoice. Meter and public fire protection charges are based on the size of the water meter. Volume rates are charged per hundred cubic feet (ccf) which equals 748 gallons. The following table lists rates for each wholesale service area. Rates and charges are effective for bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis.

Effective Dates:

1/1/2015	1/1/2016
----------	----------

Water Service Charges

City of Turner

Base Charge (by meter size per connection)

5/8 - 3/4 inch meter	\$	3.24		\$	3.34
1 inch meter		3.43			3.54
1.5 inch meter		3.82			3.94
2 inch meter		4.80			4.94
3 inch meter		5.96			6.14
4 inch meter		9.07			9.35
6 inch meter		12.58			12.96
8 inch meter		22.31			22.98
10 inch meter		70.96			73.09
Volume Charge (per ccf)		0.90			0.93
Backflow Prevention Fee (per connection with assembly)		1.25			1.25

East Salem Water District

Base Charge (by meter size per connection)

5/8 - 3/4 inch meter	\$	3.52		\$	3.62
1 inch meter		3.72			3.84
1.5 inch meter		4.15			4.27
2 inch meter		5.19			5.34
3 inch meter		6.44			6.64
4 inch meter		9.79			10.09
6 inch meter		13.55			13.96
8 inch meter		24.01			24.73
10 inch meter		76.30			78.59
Volume Charge (per ccf)		1.05			1.08

Orchard Heights

Base Charge (by meter size per connection)

5/8 - 3/4 inch meter	\$	6.80		\$	7.00
1 inch meter		7.43			7.65
1.5 inch meter		11.74			12.09
2 inch meter		16.93			17.44
3 inch meter		30.76			31.68
4 inch meter		46.32			47.71
6 inch meter		89.53			92.21
8 inch meter		305.61			314.78
10 inch meter		478.48			492.83
Volume Charge (per ccf)		2.52			2.59

City of Stayton and City of Aumsville (per ccf) emergency only

\$ 0.68 \$ 0.69

City of Keizer (per ccf) emergency only

1.05 1.08

Rates charged for wastewater collection and processing are based on service area and customer classification. A base charge is assessed per sewer connection and a volume rate is applied per hundred cubic feet (ccf) of average winter water consumption. The wastewater volume rate (sewer base) for each account is established annually and shall be calculated on the average measurable water consumption using two or more meter readings after November 1. Commercial customers using an average of more than 10,000 cubic feet (cf) of water per month may install, at the customer's expense, a separate meter to measure water used in a production process or for irrigation which does not flow through to the wastewater collection system. Rates and charges are effective for bills dated on or after February 1 of each year identified below and shall be applied to all accounts on a monthly basis.

Wastewater Service Charges

	Effective Dates:	
	1/1/2015	1/1/2016
Turner Service Area (Wholesale)		
Billing (per invoice)	\$ 1.72	\$ 1.78
Volume (per ccf)	3.11	3.20
Keizer Service Area (Retail by Customer Class)		
Single Family Residential		
Base charge (per account)	12.00	12.16
Volume (per ccf)	3.17	3.27
Without measurable water consumption (wastewater volume at 5 ccf)	27.85	28.51
New (without history; wastewater volume at 6 ccf)	32.61	33.42
Vacant (wastewater volume at 0.5 ccf)	13.59	13.80
Wastewater Rate Assistance Program Base Charge (per account) ⁽¹⁾	3.00	3.16
Multifamily		
Base charge- Duplex (per account)	13.20	13.38
Base charge - Triplex (per account)	14.40	14.59
Base charge - Fourplex (per account)	15.60	15.81
Base charge - Fiveplex (per account)	16.78	17.02
Add the following to base charge for each unit over five	1.20	1.22
Volume (per ccf)	3.17	3.27
New or without measurable water consumption (Base charge by units plus wastewater volume at 5 ccf per unit) ⁽²⁾		
Commercial/Public		
Base charge (per account)	18.77	19.16
Volume (per ccf)	4.37	4.50
New or without measurable water consumption (Base charge plus volume (ccf) equal to like business)		

⁽¹⁾ The Wastewater Rate Assistance Program discounts are available for senior citizens or disabled heads-of-household who have a household income of less than 30 percent of the Salem-area median income, based on family size, as published annually by the U.S. Department of Housing and Urban Development. To qualify an individual must be 62 years of age or disabled, live in a single family residence, be the person responsible for the bill, and submit a completed application with required documentation as specified in the application. An account may receive one discount off the base wastewater rate equal to \$9.00 in 2015 and 2016.

⁽²⁾ Wastewater volumes for new accounts without history are set as indicated and may be adjusted upon the customer's request, based on actual usage after a minimum of two full billing cycles.



July 28, 2016

Board of County Commissioners
Clackamas County
Members of the Board:

Approval of a First Amendment to the Intergovernmental Agreement between TriMet, Clackamas County, and the North Clackamas Parks and Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

Purpose/Outcomes	This first amendment will adjust the preliminary estimated cost of services, increasing it to cover all non-permit staffing costs for the project.
Dollar Amount and Fiscal Impact	\$99,856.11
Funding Source	Not Applicable - Revenue
Duration	On or before the end of the Fiscal Year 16/17
Previous Board Action	January 12, 2013 – IGA Approval
Strategic Plan Alignment	Build a Strong Infrastructure
Contact Person	Scott Archer, North Clackamas Parks and Recreation District Director 503.742.4421

BACKGROUND:

On December 12, 2013 Clackamas County and North Clackamas Parks and Recreation District entered into an Intergovernmental Agreement (IGA) with TriMet for Design and Construction Management Services for the Portland-Milwaukie Light Rail Project. The purpose of the agreement was to spell out how staffing costs accrued by the County associated with design or construction of the project were to be reimbursed by TriMet. The agreement spoke to reimbursement via standard permitting costs and non-permit related work.

As with most IGA's of this nature, there was recognition that the staffing plan developed in 2013 for non-permit related work was an estimate and there may be additional staffing costs to support completion of the project.

Since completion of the project, staff has been working with TriMet to finalize the total cost of services. This first amendment to the IGA acknowledges additional reimbursement for services, increases to the total staff hours attributed to the project, and is considered a full and final consideration of all staff related work that has been performed. Approval of this agreement will allow staff to invoice TriMet for staff time currently uncollected.

RECOMMENDATION:

Staff recommends the Board approve and authorize the Board Chair to sign the First Amendment to the Intergovernmental Agreement between TriMet, Clackamas County, and the North Clackamas Parks and Recreation District for the Portland Milwaukie Light Rail Project Design and Construction Management Services

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

FIRST AMENDMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN TRIMET, CLACKAMAS COUNTY, AND THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT FOR THE PORTLAND - MILWAUKIE LIGHT RAIL PROJECT DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

TriMet Contract No. GH120337TL

THIS First Amendment (“Amendment”) to that certain Intergovernmental Agreement between TriMet, Clackamas County (“County”), and the North Clackamas Parks and Recreation District (“District”) for the Portland-Milwaukie Light Rail Project Design and Construction Management Services dated [date] (the “Agreement”) is entered into by and between TriMet, County and District effective as of _____, 2016. TriMet, the County, and the District are hereunder jointly referred to as the “Parties.” The County and the District are hereinafter together referred to as the “Clackamas County Partners.”

This First Amendment is written to make the following changes to the Agreement. All provisions of the Agreement shall remain in effect unless modified or superseded by this First Amendment.

RECITALS

1. TriMet recently completed construction of the Portland-Milwaukie Light Rail Project (“Project”) from Portland State University in downtown Portland through Milwaukie to Park Avenue in unincorporated Clackamas County.
2. To help facilitate construction of the Project, the Parties entered into a Design and Construction Management Services Agreement, under which the Clackamas County Partners provided services to TriMet that were reimbursed in accordance with the terms of the Agreement.
3. The Parties understood that the amounts to be paid to the Clackamas County Partners were based on estimates, which could change depending on the amount of work performed.
4. The Project is now complete, and the Parties know how much work the Clackamas County Partners performed. The Parties desire to amend the Agreement to increase the amount that will be paid to the Clackamas County Partners by approximately \$100,000 to reflect the actual work done related to the Project, as set forth herein.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

A. Article V – Local Partner Services to Be Provided, Paragraph 3(G)(c) is hereby deleted in its entirety and replaced with the following:

(c) Costs for Clackamas County Partners' Services. Services provided by the Clackamas County Partners and the costs to TriMet under this Agreement, other than permit or application fees set out by law or separate agreement, are \$499,600:

Project Coordination	\$112,000
Department of Transportation and Development (DTD)	
Land Use & Zoning/Long Range Planning	\$8,600
Engineering	\$365,000
Traffic Engineering	\$14,000
Total	\$499,600

B. Article VIII – General Provisions, Paragraph Y, Notice, is hereby changed as follows:

The addresses for Leah Robbins and TriMet Legal Department are changed to 1800 SW First Ave, Ste. 300, Portland, OR 97201.

C. Final Payment – The parties agree that, notwithstanding any other clause in the Agreement except any obligations that may arise as part of the indemnity or any other continuing obligation of TriMet, TriMet will pay the Clackamas County Partners a total of \$499,600 in full and final consideration of all work that has been performed or will be performed on County or District owned facilities under the Agreement. This Amendment and final payment will not affect TriMet's obligations under other agreements relating to the Project.

All other terms of the Agreement shall remain the same.

Clackamas County

**Tri-County Metropolitan
Transportation District of Oregon**

By: _____

By: Steven Witter, Executive
Director, Capital Projects and
Construction

Dated: _____

Dated: _____

By: Recording Secretary

Approved as to Form:

Approved as to Form:

County Counsel

TriMet Deputy General Counsel

North Clackamas Parks and Recreation District

By:

Dated:

Recording Secretary

Approved as to Form:

County Counsel