

AGENDA

Thursday, October 20, 2016 – 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-113

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No.1916 Award of 5 Project Based Vouchers to Northwest Housing Alternatives
2. Resolution No.1915 Award of 20 Project Based Vouchers and \$1,100,000 in Public Housing Disposition Proceeds

II. PRESENTATION

1. Presentation of a Video “Inside Clackamas County” Showcasing Winter Recreational Opportunities in Clackamas County (Tim Heider, Public & Government Affairs)

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

IV. 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 Professional Services Agreement with Oregon Health & Science University for Consulting Services for Children Covered by the Oregon Health Plan – *Behavioral Health*
2. Approval of Letter of Agreement with the Healthy Columbia Willamette Collaborative (HCWC) Participants for the Continuing Assessment and Reporting of Health Care Needs in our Four-County Community – *Public Health*
3. Approval of an Amendment to the Sub-Recipient Agreement No.16-024 with Clackamas Women’s Services for Advocacy in Rural Clackamas County – *Children, Youth & Families*
4. Approval of Amendment No. 2 to a Professional Services Agreement with Robert Half, Inc. for Temporary Administrative Staff – *Public Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the City of Lake Oswego Regarding a Transfer of a Portion of Carman Drive
2. Approval of an Intergovernmental Agreement with Metro to Implement the Fiscal Years 2016-2018 (Year 27 & 28) Annual Waste Reduction and Recycle at Work Program

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Colton School District for a School Resource Officer for the 2016-17 School Year – CCSO
3. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with North Clackamas School District for a School Resource Officer for the 2016-17 School Year – CCSO
4. Request by the Clackamas County Sheriff's Office (CCSO) to Enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan – CCSO
5. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with Oregon Department of Human Services for Funding to Conduct a Specialist Interview Training - CCSO

D. Business & Community Services

1. Approval of a Memorandum of Understanding between Clackamas County Parks and the Madrone Wall Preservation Committee for the Donation to Madrone Wall Park Capital Construction Project

V. COUNTY ADMINISTRATOR UPDATE

VI. 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

October 20, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Resolution No.1916 Award of 5 Project Based Vouchers to Northwest Housing Alternatives

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County’s (HACC) award of 5 Project Based Section 8 Vouchers to Northwest Housing Alternatives (NHA) for use in the NHA Campus Redevelopment.
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development (HUD) funded Project Based Section 8 Vouchers. No County General Funds will be used.
Duration	15 Years (with an HACC option for an additional 15 years)
Previous Board Action	NA
Strategic Plan Alignment	1. Sustainable & Affordable Housing 2. Ensure safe, healthy, and secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a sub-division of the Housing & Community Development Division (HCD) within the Health, Housing and Human Services Department (H3S) of Clackamas County issued a Request for Proposals (RFP) for Project Based Vouchers (PBV) and Public Housing Disposition Proceeds needed for the construction of new affordable housing projects. NHA responded to the RFP with a project proposal to Redevelop 28 units of affordable family housing (NHA Campus Redevelopment) consisting of a mix of one, two and three-bedroom units for homeless families as well as families experiencing Domestic Violence. The project is located at 2316 SE Willard St, Milwaukie, OR 97222. It is centrally located with easy access to services and within short walking distance of the MAX Orange Line as well as several TriMet bus stops.

The NHA proposal requested from the HACC the award of 5 Project Based Section 8 Vouchers. No Public Housing Disposition proceeds were requested. In addition, NHA has applied for Low Income Housing Tax Credits from State of the Oregon Housing and Community Services Department and subject to Board of Commissioner’s approval, HOME funds administered by HCD. No County General Funds will be used for this project.

The award of Project Based Section 8 Vouchers are subject to approval by the Portland Office of the United States Department of Housing and Urban Development (HUD).

RECOMMENDATION:

Staff recommends that the HACC Board of Commissioners approve Resolution No.1916, and direct HACC staff to seek HUD approval of the award of 5 Project Based Section 8 Vouchers for the NHA Campus Redevelopment project.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

In the Matter of Approving the
Housing Authority Award of 5 Project
Based Vouchers

RESOLUTION NO. 1916

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has issued a Request for Proposal for new affordable housing and

WHEREAS, Northwest Housing Alternatives (NHA) has responded to the HACC Request for Proposals with a proposal to use in the NHA Campus Redevelopment project consisting of 28 units of affordable housing and

WHEREAS, Northwest Housing Alternatives has requested the award of five (5) Project Based Section 8 Vouchers for the redevelopment of their Milwaukie Campus consisting of a mix of one, two and three-bedroom units for homeless families and families experiencing Domestic Violence.

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires HACC Board of Commissioners approval prior to their consideration and approval of any award of Project Based Section 8 Vouchers.

NOW THEREFORE BE IT RESOLVED that the Housing Authority of Clackamas County Executive Director is authorized to submit to HUD for its approval the award of 5 Project Based Vouchers for the redevelopment of their Milwaukie Campus at 2316 SE Willard Street in Milwaukie.

DATED this 20th day of October, 2016

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary

October 20, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

**Resolution No.1915 Award of 20 Project Based Vouchers and \$1,100,000 in
Public Housing Disposition Proceeds**

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) award of 20 Project Based Section 8 Vouchers and \$1,100,000 in Public Housing Disposition Proceeds to Pedcor Investments for use in the development of Rosewood Terrace Apartments a 212 unit affordable housing project.
Dollar Amount and Fiscal Impact	\$1,100,000 in Federal funds generated by the sale of Public Housing Scattered Site units.
Funding Source	Public Housing Disposition Proceeds and U.S. Department of Housing and Urban Development (HUD) funded Project Based Section 8 Vouchers. No County General Funds will be used.
Duration	60 Years
Previous Board Action	On September 29, 2016, the Board of Commissioners approved a Memorandum of Understanding and Terms Sheet for the Rosewood Terrace Apartments project.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Sustainable & Affordable Housing 2. Ensure safe, healthy, and secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a sub-division of the Housing & Community Development Division (HCD) within the Health, Housing and Human Services Department (H3S) of Clackamas County issued a Request for Proposals (RFP) for Project Based Vouchers (PBV) and Public Housing Disposition Proceeds needed for the construction of new affordable housing projects. Pedcor Investments responded to the RFP with a project proposal to build 212 units of affordable family housing (Rosewood Terrace Apartments) consisting of a mix of one, two and three-bedroom units that will be made affordable to households below 60% of the area median income. The project will be built on property located at 8810 & 8850 SE Otty Rd., Happy Valley. It is centrally located with easy access to services and within short walking distance of the MAX Green Line as well as several TriMet bus stops.

Pedcor has proposed a partnership with H3S to provide supportive services to its residents and has agreed to work with Clackamas County and HACC in the outreach to underserved families in need, including one or more of the following: families that need to relocate due to the sale or redevelopment of Public Housing property; families on the Section 8 waitlist; families with children who are homeless or at risk of homelessness; and survivors of domestic violence.

The Pedcor proposal requested from HACC, the award of 20 Project Based Section 8 Vouchers and \$1,100,000 in Public Housing Disposition proceeds generated through the sale of Public Housing

Scattered Site units. In addition, Pedcor will apply for Low Income Housing Tax Credits from the State of the Oregon Housing and Community Services Department. Subject to HACC Board of Commissioner's approval, Pedcor is also requesting that HACC issue Housing Revenue Bonds. This project will also require Board of Commissioner's approval of federal HOME Funds. No County General Funds will be used for this project.

The award of Project Based Section 8 Vouchers and Public Housing Disposition Funds are subject to approval by the Portland Office of the United States Department of Housing and Urban Development (HUD). In order to apply Public Housing disposition proceeds to a project HUD requires that the units remain affordable for a minimum period of 30 years. HACC has negotiated a 60 year affordability period.

RECOMMENDATION:

Staff recommends that the HACC Board of Commissioners approve Resolution No.1915, and direct HACC staff to seek HUD approval of the award of 20 Project Based Section 8 Vouchers and \$1,100,000 in Public Housing Disposition Proceeds for the development of the Rosewood Terrace Apartments Project.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

In the Matter of Approving the Housing
Authority Award of 20 Project Based
Vouchers and Public Housing Disposition
Proceeds

RESOLUTION NO. 1915

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has issued a Request for Proposal for new affordable housing and

WHEREAS, Pedcor Investments has responded to the HACC Request for Proposals with a proposal to construct the Rosewood Terrace Apartments consisting of two hundred twelve (212) units of affordable housing and

WHEREAS, Pedcor Investments has requested the award of twenty (20) Project Based Section 8 Vouchers and \$1,100,000 in Public Housing Disposition Proceeds for the construction of the Rosewood Terrace Apartments Project.

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires HACC Board of Commissioners approval prior to their consideration and approval of any award of Project Based Section 8 Vouchers and Public Housing Disposition Proceeds.

NOW THEREFORE BE IT RESOLVED that the Housing Authority of Clackamas County Executive Director is authorized to submit to HUD for its approval the award of 20 Project Based Vouchers and \$1,100,000 in Public Housing Disposition Proceeds for the development of 20 units in the Pedcor Investments Rosewood Terrace Apartments Project.

DATED this 20th day of October, 2016

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary

October 20, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with
Oregon Health & Science University for Consultation Services
for Children Covered by the Oregon Health Plan

Purpose/Outcomes	To provide professional consultation services regarding mental health services administered by Clackamas County to child Oregon Health Plan members
Dollar Amount and Fiscal Impact	The maximum contract value is \$20,000
Funding Source	Oregon Health Plan - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	1. Increase self-sufficiency for our clients. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director, Behavioral Health Division 503-742-5305
Contract No.	7893

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with Oregon Health & Science University for Consultation Services of Ajit Jetmalani M.D. regarding mental health services administered by Clackamas County Behavioral Health to child Oregon Health Plan members assigned to HealthShare. The Behavioral Health Division has partnered with OHSU for these consultation services since 2009. This contract is a continuation of these services.

The contract is effective July 1, 2016 and continues through June 30, 2017. County Counsel reviewed and approved this agreement on October 10, 2016

This agreement is retroactive due to a delay in receiving the needed information from the contractor and awaiting signature and approval past the effective date.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES AGREEMENT

AGREEMENT #7893

This Professional, Technical, and Consultant Services Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and OREGON HEALTH & SCIENCE UNIVERSITY (OHSU) hereinafter called "CONTRACTOR"

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide professional consultation to COUNTY regarding mental health services administered by COUNTY to child Oregon Health Plan members residing in Clackamas County, as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2016** and shall terminate **June 30, 2017** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

<u>Person Doing Work</u>	<u>Rate</u>
Ajit Jetmalani, M.D. - Consultation	\$175.00 per hour
Ajit Jetmalani, M.D. - Travel	\$ 80.00 per hour

Total payment to CONTRACTOR shall not exceed **\$20,000**

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

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit itemized invoices by the 10th day of the month following the month services were performed. CONTRACTOR may use the invoice template provided in Attachment 1. The invoice shall include the contract #7893, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

Clackamas County Behavioral Health Division
Attn: Accounts Payable
2051 Kaen Road, 154
Oregon City, Oregon 97045

Or electronically to:

BHAP@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name and contract # **7893** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax

laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- 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 CONTRACTOR, 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 CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or

demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR'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 it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR'S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 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.

5.2.6 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

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

5.2.9 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 the agreement.

5.2.10 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this contract.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 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 CONTRACTOR and COUNTY.

5.5 Severability. 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 or 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.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in 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.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR 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 CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR 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.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this contract are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. 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.

b. 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 agreement.

c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, 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 COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
Oregon Health & Science University
3181 SW Sam Jackson Park Road, MB581
Portland, OR 97239-3098

If to COUNTY:
Clackamas County Behavioral Health Division
2051 Kaen Road, # 154
Oregon City, OR 97045


This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A Scope of Work
Exhibit B Performance Standards

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

OREGON HEALTH & SCIENCE UNIVERSITY

CLACKAMAS COUNTY

By: 
Anthony R. Masciotra, Jr. CEO
Faculty Practice Plan, Sr Associate Dean
Clinical Practice

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

9/14/2016
Date
3181 SW Sam Jackson Park Road, MB581
Street Address
Portland, Oregon 97239-3098
City/State/Zip
(503) 494-1050
Phone / Fax

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date

October 20, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Letter of Agreement with the Healthy Columbia Willamette Collaborative (HCWC)
Participants for the Continuing Assessment and
Reporting of Health Care Needs in our Four-County Community

Purpose/Outcomes	Define roles, responsibilities and funding obligations between the founding hospitals, public health, and coordinated care organization participants in the continuing assessment and reporting of health care needs in our four-county community.
Dollar Amount and Fiscal Impact	Clackamas County is obligated to pay \$13,655.56 per year for 3 years. The maximum contract value is \$40,966.68
Funding Source	252-3210-8150 Public Health Program Admin
Duration	Effective August 01, 2016 and terminates on July 31, 2017 and may be renewed for 2 additional years.
Strategic Plan Alignment	1. Efficient and effective services. 2. Ensure safe, healthy and secure communities.
Previous Board Action	The Board previously reviewed this on September 12, 2013 Agenda item 091213-A-4.
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	7971

BACKGROUND:

Clackamas County Public Health Division (CCPHD) is partnering with other hospitals, public health departments, and coordinated care organizations with the four-county region comprised of Washington, Multnomah, Clackamas and Clark Counties in an effort to maximize resources, assess community health needs, and improve the overall wellbeing of the communities. Each participant pays a fee which funds the work performed. The participants in HCWC are Washington County, Multnomah County, Clackamas County, Clark County, Legacy Emanuel, Legacy Good Samaritan, Providence Portland, Legacy Mount Hood, Adventist Medical Center, Oregon Health & Sciences University, Providence Milwaukie, Kaiser Sunnyside, Kaiser Westside, Legacy Meridian Park, Providence Willamette Falls, Tuality Healthcare (Tuality and Tuality Forest Grove), Providence St. Vincent, Peace Health Southwest Washington, Legacy Salmon Creek, FamilyCare Health Plan and Health Share of Oregon and Oregon Health Care Quality Corporation (Q Corp) the Community Convener.

This Agreement defines roles, responsibilities and funding obligations between the founding hospitals, public health, and coordinated care organization participants in the continuing assessment and reporting of health care needs in our four-county community.

This contract is effective August 01, 2016 through July 31, 2017 and may renew for 2 additional years. The County's total commitment for the three year period would be \$40,966.68. This contract has been reviewed by County Counsel on October 5, 2016. The contract is being processed retro-actively due to language negotiations.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

LETTER OF AGREEMENT
Contract Number 1112161-3

This Letter of Agreement (Agreement) is between Washington County, Multnomah County, Clackamas County, Clark County, Legacy Emanuel, Legacy Good Samaritan, Providence Portland, Legacy Mount Hood, Adventist Medical Center, Oregon Health & Sciences University, Providence Milwaukie, Kaiser Sunnyside, Kaiser Westside, Legacy Meridian Park, Providence Willamette Falls, Tuality Healthcare (Tuality and Tuality Forest Grove), Providence St. Vincent, Peace Health Southwest Washington, Legacy Salmon Creek, FamilyCare Health Plan and Health Share of Oregon (herein referred to as “Participants”) and Oregon Health Care Quality Corporation (Q Corp) (herein referred to as “Community Convener”). Each Participant and the Community Convener is a separate party to this Agreement.

PURPOSE:

The purpose of this Agreement is to define and describe the agreed on work of the Healthy Columbia Willamette Collaborative (HCWC) and responsibilities of Participants and Community Convener, as outlined in Attachment A (Memorandum of Understanding: Cycle Three) and Attachment B (Leadership Group Charter), as well as set forth the payment terms for Participants’ membership fee to the HCWC.

The parties agree as follows:

1. **TERM.** Subject to Section 3 below, the term of this Agreement is August 1, 2016 through July 31, 2017. The Agreement will be renewed for an additional two (2) years (August 1, 2017 through July 31, 2019) on Community Convener’s successful performance and progress on Agreement deliverables as described in Attachment A and as approved in writing by Participants.
2. **RESPONSIBILITIES OF PARTICIPANTS.** During the term of this Agreement, each Participant agrees to pay the Community Convener the HCWC annual membership fee, as described in the chart below.

Facility/System	Flat charge per System Per Year-2016-2019
Legacy Emanuel (5 hospitals)	68,277.78
Providence (4 hospitals)	54,622.22
Kaiser Permanente (2 hospitals)	27,311.11
Health Departments (4 counties; \$13,655.56 each)	54,622.22
Adventist Medical Center	13,655.56
Oregon Health & Science University	13,655.56
Tuality Healthcare	13,655.56
FamilyCare Health Plan	13,655.56
Peace Health Southwest Washington	13,655.56
Health Share of Oregon	13,655.56
Total Per year	286,766.67

Payment of the membership fee is due within thirty (30) days of receipt of an invoice from Community Convener.

Subject to Sections 1 and 4 of this Agreement, each Participant agrees to a three (3) year financial commitment of the annual membership fee. As described in Section 4 below, termination of this Agreement by a Participant prior to the end of the Agreement term does not change or end that Participant's commitment to pay a prorated portion of the annual membership fee.

Participants further agree to abide by the responsibilities and obligations as described in Attachment A and Attachment B, which are incorporated by reference herein.

3. **RESPONSIBILITIES OF COMMUNITY CONVENER.** Community Convener shall invoice Participants for the annual membership fee no later than the first day of September for each year of the Agreement term. Community Convener further agrees to abide by the responsibilities and obligations assigned to it, as described in Attachment A and Attachment B.
4. **TERMINATION.** This Agreement may be terminated by any party on 60 days written notice to the non-terminating parties. If a Participant terminates their participation in this Agreement prior to the end of the Agreement term, as described in Section 1 above, then the terminating Participant's obligation for payment of the annual membership fee shall be prorated based on the amount of time that Participant was a party to the Agreement. In the event that a Participant terminates, the Community Convener shall have the opportunity to renegotiate the budget and/or work plan, as described in Attachment A, with the remaining Participants. If the Community Convener terminates the Agreement, all membership fees that are unused at the time of termination shall be returned to each of the Participants based on that Participant's share of the total annual fees.
5. **AMENDMENTS.** This Agreement may be modified or amended only by the written agreement of Participants and Community Convener. If additional contractual processes or agreements are required by any of the Participants and Community Convener in order to carry out their responsibilities under the terms of this Agreement, those processes and agreements will be separately defined and executed between the parties that require such.
6. **INDEMNIFICATION.** Each party shall be responsible for all liability, loss and costs arising out of or resulting from the acts of its officers, employees and agents in the performance of this Agreement.
7. **INSURANCE.** Each party shall be responsible for providing worker's compensation insurance, as required by law, for its respective work force. Parties shall not be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances in connection with this Agreement.
10. **ACCESS TO RECORDS.** Each party shall have access to the non-confidential portions of books, documents and other records of the others parties which are related to this

Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. **SUBCONTRACTS AND ASSIGNMENT.** Parties will not subcontract or assign any part of this Agreement without the written consent of all other parties.

12. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and replaces, in their entirety, any and all previous agreements entered into by Participants for work related to the HCWC, including the most recent agreement titled Inter-Agency Agreement, Contract Number 1112161-2.

PARTICIPANT SIGNATURE

FamilyCare Date

Washington County Date

Clackamas County Date

Legacy Date
Emanuel
Good Samaritan
Mount Hood
Meridian Park
Salmon Creek

Providence Date
Portland
Milwaukie
St Vincent
Willamette Falls

Adventist Medical Center Date

Tuality Community Date
Tuality Forest Grove

PeaceHealth Southwest Date

Health Share of Oregon Date

Multnomah County Date

Clark County Date

Oregon Health & Science Date
University

Oregon Health Care Quality Corporation Date

October 20, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Sub-Recipient Agreement #16-024 with
Clackamas Women’s Services for Advocacy in Rural Clackamas County

Purpose/Outcomes	Services to be provided under this amendment include advocacy, resource referral, safety planning, and crisis intervention for a minimum of 40 rural victims of domestic, sexual assault, and stalking violence.
Dollar Amount and Fiscal Impact	\$124,696 (amendment adds \$62,348) No County General Funds are involved.
Funding Source	Office on Violence Against Women Rural Grant #2013-WR-AX-0031
Duration	October 1, 2016 through September 30, 2017
Previous Board Action	010716-A2
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.	7456

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Sub-Recipient Agreement #16-024 with Clackamas Women’s Services for advocacy services in rural Clackamas County. A minimum of 40 rural victims of domestic, sexual assault, and stalking violence will receive ongoing support; including crisis intervention, lethality protocol follow-ups, short and long term safety planning, information & referrals, and assistance with protective orders.

No County General Funds are involved in this amendment. It becomes effective upon signature and terminates September 30, 2017 and has a maximum value of 124,696 (amendment adds \$62,348). It has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Contract Amendment (FY 16-17)
Health, Housing and Human Services

HHHS Contract Number: 6931

Subrecipient Agreement Number: 16-024

Board Order Number: 010716 – A2

Division: CYF/HHHS

Amendment No. 1

Subrecipient: Clackamas Women's Services

Amendment Requested By: CYF

Changes: Scope of Service

Contract Budget

Contract Time

Other:

Justification for Amendment:

This agreement provides for resources to be used for victim safety in cases of domestic violence, dating violence, sexual assault, and stalking in rural areas of Clackamas County.

This amendment extends the agreement term to 9/30/2017, adds to the maximum compensation, and expands the scope of the project.

Maximum compensation is increased by \$62,348 to a revised value of \$124,696. This amendment is effective **upon signature** and continues through **September 30, 2017**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

Clackamas County Data	
Grant Accountant: <i>Judy Anderson-Smith</i>	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5422 <i>Jsmith2@co.clackamas.or.us</i>	

TO READ:

Clackamas County Data	
Grant Accountant: <i>Mike Morasko</i>	
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5435 <i>mmorasko@clackamas.us</i>	

AMEND:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of the October 1, 2015 and shall expire on September 30, 2016, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as ***of October 1, 2016*** and shall expire on ***September 30, 2017***, unless sooner terminated or extended pursuant to the terms hereof.

AMEND:

2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.

TO READ:

2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives ***#1 and Attached Exhibit A.1: Subrecipient Statement of Program Objectives #2***. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.

AMEND:

3. **Grant Funds.** The COUNTY's funding for this Agreement is the OVW FY 2013 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Assistance Program (Catalogue of Federal Domestic Assistance [CFDA]#: 16.589) issued to the COUNTY by the U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #2013-WR-AX-0031). The maximum, not to exceed, grant amount that the COUNTY will pay is \$62,348. 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.

TO READ:

3. **Grant Funds.** The COUNTY's funding for this Agreement is the OVW FY 2013 Rural Sexual Assault, Domestic Violence, Dating Violence, and Stalking Assistance Program (Catalogue of Federal Domestic Assistance [CFDA]#: 16.589) issued to the COUNTY by the U.S. Department of Justice Office on Violence Against Women (Federal Award Identification #2013-WR-AX-0031). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$124,696**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibits D.1 & D.2** and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. **Total funding for this Agreement is divided between funding periods as follows:**
 - a. **October 1, 2015 to September 30, 2016: \$62,348**
 - b. **October 1, 2016 to September 30, 2017: \$62,348**

AMEND:

9. e) **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.

TO READ:

9. e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit **B.1 & Exhibit B.2. SUBRECIPIENT will track and account for program expenditures separately by each program budget within SUBRECIPIENT's financial system(s).** 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.

AMEND:

9. f) **Indirect Cost Recovery.** SUBRECIPIENT has negotiated a federally-authorized indirect cost rate of **14.4% of salaries and wages**, which is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B. SUBRECIPIENT has provided COUNTY with a copy of this rate agreement (cognizant agency: Department of Justice).

TO READ:

9. f) **Indirect Cost Recovery.** SUBRECIPIENT has negotiated a federally-authorized indirect cost rate of **14.4% of salaries and wages and fringe for costs incurred October 1, 2015 through June 30, 2016 and 20.5% of salaries, wages and fringe for costs incurred July 1, 2016 through September 30, 2017**, which is incorporated by reference in **Exhibit B.1: SUBRECIPIENT Budget 15-16 Program Year (Amended) and Exhibit B.2: SUBRECIPIENT Budget 16-17 Program Year.** SUBRECIPIENT has provided COUNTY with a copy of this rate agreement, **dated March 20, 2016** (cognizant agency: Department of Justice). **Written notification of adjustments to this rate made by the Federal government must be provided to COUNTY by SUBRECIPIENT within 10 days of receipt.**

AMEND:

9. i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E and E-1 for each period (monthly, quarterly, and final) during the term of this Agreement.

TO READ:

9. i) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E, **E.1, E.2 and E.3** for each period (monthly, quarterly, and final) during the term of this Agreement.

AMEND:

10.

- 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 \$100,000, 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.

TO READ:

10.

- 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.

AMEND:

12.

- c.
 - 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.

TO READ:

12.

- c.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, **or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.**

AMEND:

12.

c.

8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

TO READ:

12.

c.

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

ADD:

12.

c.

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

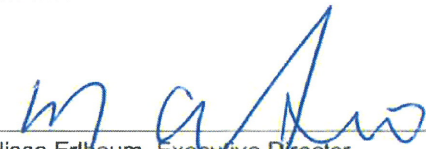
ADD TO AGREEMENT:

12.

m. ***Except as set forth herein, COUNTY and SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.***

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

SUBRECIPIENT

By: 
Melissa Erlbaum, Executive Director
Clackamas Women's Services

10/5/2016
Dated

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Rich Swift, Director
Health, Housing and Human Services
Clackamas County

Dated

Recording Secretary

Dated

Approved to Form:


County Counsel

10/5/16
Dated

October 20, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to a Professional Services Agreement with
Robert Half, Inc. for Temporary Administrative Staff**

Purpose/Outcomes	This Agreement is for hiring temporary administrative staff on an as needed bases. Amendment #2 is to increase the contract value.
Dollar Amount and Fiscal Impact	Increase contract by \$119,480. Bringing the maximum contract value to \$169,480.00
Funding Source	Public Health Administration No County General Funds are involved.
Duration	August 10, 2016 – June 30, 2017.
Strategic Plan Alignment	1. Efficient and Effective Services 2. Ensure safe, healthy and secure communities.
Previous Board Action	No previous action
Contact Person	Dawn Emerick, Public Health Director – 503-742-8479
Contract No.	7471-2

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of Amendment # 2 to a Professional Services Agreement with Robert Half, Inc. temporary administrative staff.

Due to a hiring freeze within Public Health, we utilize temporary staff to fill our Administrative vacancies so we can continue to provide essential client services. Amendment # 2 increase Agreement by \$119,480, bringing the maximum value of this contract to \$169,480. This amendment is effective August 10, 2016 and will terminate on June 30, 2017. Amendment #2 was reviewed by County Counsel on October 11, 2016.

Recommendation

We recommend approval of this amendment and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing, and Human Services

Contract Amendment

Health, Housing and Human Services Department

H3S Contract Number 7471 Board Agenda Number _____

and Date _____

Division Public Health Amendment No. 2

Contractor Robert Half, Inc.

Amendment Requested By Dawn Emerick

Changes: Scope of Services
 Contract Time

Contract Budget
 Other _____

Justification for Amendment:

This Amendment increases the Agreement by \$119,480. bringing the contract maximum to \$169,480. This Amendment is effective **August 10, 2016** and continues through **June 30, 2017**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

II. COMPENSATION:

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "A" inclusive, except as defined in this section A.1, below. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be **\$50,000** (Not-to-Exceed Amount). Notwithstanding anything to the contrary in this Agreement, CONTRACTOR may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if CONTRACTOR continued to provide services after the Not-To-Exceed Amount was reached).

TO READ:

II. COMPENSATION:

A. The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis as provided for in Attachment "A" inclusive, except as defined in this section A.1, below. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be **\$119,480** (Not-to-Exceed Amount). Notwithstanding anything to the contrary in this Agreement, CONTRACTOR may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if CONTRACTOR continued to provide services after the Not-To-Exceed Amount was reached).

ROBERT HALF, INC.

Professional Services Contract – #7471 Amendment #02

Page 2 of 2

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

ROBERT HALF, INC

By: _____
Name and Title

Date

Street Address

City/State/Zip

Phone / Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services Department

Date



M. BARBARA CARTMILL
DIRECTOR

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

October 20, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Lake Oswego
Regarding a Transfer of a Portion of Carman Drive**

Purpose/Outcomes	Jurisdictional transfer of a fragmented portion of Carman Drive
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on an isolated County maintained portion of road located entirely within the City of Lake Oswego. Initial cost of transfer is \$19,000, which represents the cost of a 2" asphalt overlay of that portion being transferred.
Funding Source	Road Fund
Duration	Upon execution; permanent transfer.
Previous Board Action	None.
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	Rick Maxwell- Engineering Tech – 503-742-4671
Contract No.	N/A

BACKGROUND:

There are certain County roads, such as Carman Drive in Lake Oswego, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. With the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service, the attached IGA formalizes an agreement to provide funds to the City of Lake Oswego in the amount of \$19,000, which is equal to the cost of a 2" asphalt overlay, in the event the City is successful in assuming exclusive jurisdiction over a portion of Carman Drive containing approximately 76,000 square feet of Right-of-Way. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the "Road Authority" responsible for all maintenance, permitting and road standard activities.

On June 7, 2016, the City of Lake Oswego initiated the process to transfer jurisdiction of a portion of Carman Drive from the County to the City through adoption of Resolution 16-12.

The attached IGA was approved by the City of Lake Oswego City Council at their regular meeting on August 26, 2016.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Lake Oswego related to the transfer of jurisdiction of a portion of Carman Drive and the payment to the City in an amount equivalent to a 2" asphalt overlay of that portion being transferred.

Respectfully submitted,

Mike Bezner
Deputy Director – Department of Transportation and Development

Attachments:

Intergovernmental Agreement
Map of proposed transfer area
June 7, 2016 Council Minutes
Resolution 16-12 (contains exhibit)

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO REGARDING A TRANSFER OF A PORTION OF CARMAN DRIVE

This agreement (the "Agreement") is made between Clackamas County, a political subdivision of the State of Oregon, (the "County"), and the City of Lake Oswego, a municipal corporation of the State of Oregon, (the "City"), pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the "Parties" and each a "Party."

RECITALS:

- A. ORS Chapter 190 authorizes any unit of government to enter into intergovernmental agreements with units of local government or state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
- B. There is an existing portion of Carman Drive between Meadows Road and the intersection of Bonita Road/Waluga Drive that is a County Road that is inside the City's corporate limits (the "Carman Drive Segment").
- C. ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over County Roads within cities to the city.
- D. There are existing portions of Carman Drive that have previously been transferred from the County to the City.
- E. Fragmented jurisdiction, maintenance, permitting, and road standards over the various portions of Carman Drive results in inefficient administration and confusion on the part of the public as to road management responsibilities.
- F. On June 7, 2016, pursuant to ORS 373.270(60(a)), the City elected to initiate the process to transfer the Carman Drive Segment by requesting surrender through adoption of Resolution 16-12.

NOW, THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT:

1. County Responsibilities:

- 1.1. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the Carman Drive Segment.

- 1.2. In the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over the Carman Drive Segment, the County shall provide to the City the sum of \$19,000, which is equivalent to the cost of a 2-inch asphalt overlay on the Carman Road Segment, payable within 30 days of the full and absolute jurisdiction over the Carman Drive Segment is surrendered to the City.

2. City Responsibilities:

- 2.1. The City shall not withdraw or otherwise modify the terms of Lake Oswego City Council Resolution 16-12 while the County is pursuing completion of its obligations under Section 1 of this Agreement. This restriction shall terminate in the event the County fails to complete its obligations under Section 1 within nine months from the effective date of this Agreement.
- 2.2. The City agrees to assume full and absolute jurisdiction over the Carman Drive Segment in the event the governing body of the County determines that it is necessary, expedient or for the best interests of the County to surrender jurisdiction to the City.

3. General Provisions:

3.1 INDEMNIFICATION

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including its officers, Commissioners, Councilors, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) of any kind or nature for personal injury, death or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, Commissioners, Councilors, employees, agents, subcontractors, or anyone over which the Party has a right to control. Each Party shall give the other immediate written notice of any action or suit filed or any claim made against that county that may result in litigation in any way related to this Agreement.

3.2 SEVERABILITY

If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a Court or authority of competent jurisdiction, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the intentions of the parties to the maximum extent possible.

3.3 MODIFICATION OF AGREEMENT

Any waiver, consent, modification or change to the terms of this Agreement shall be binding only by mutual agreement of the Parties. Any amendment, including additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing and shall refer specifically to this Agreement and shall be valid only when executed by the governing bodies of the Parties, and attached hereto.

3.4 INTEGRATION

This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

3.4 EFFECTIVE DATE

This Agreement shall become effective immediately upon execution by the governing bodies of Clackamas County and the City of Lake Oswego.

CLACKAMAS COUNTY

CITY OF LAKE OSWEGO

Chair

Mayor

Recording Secretary

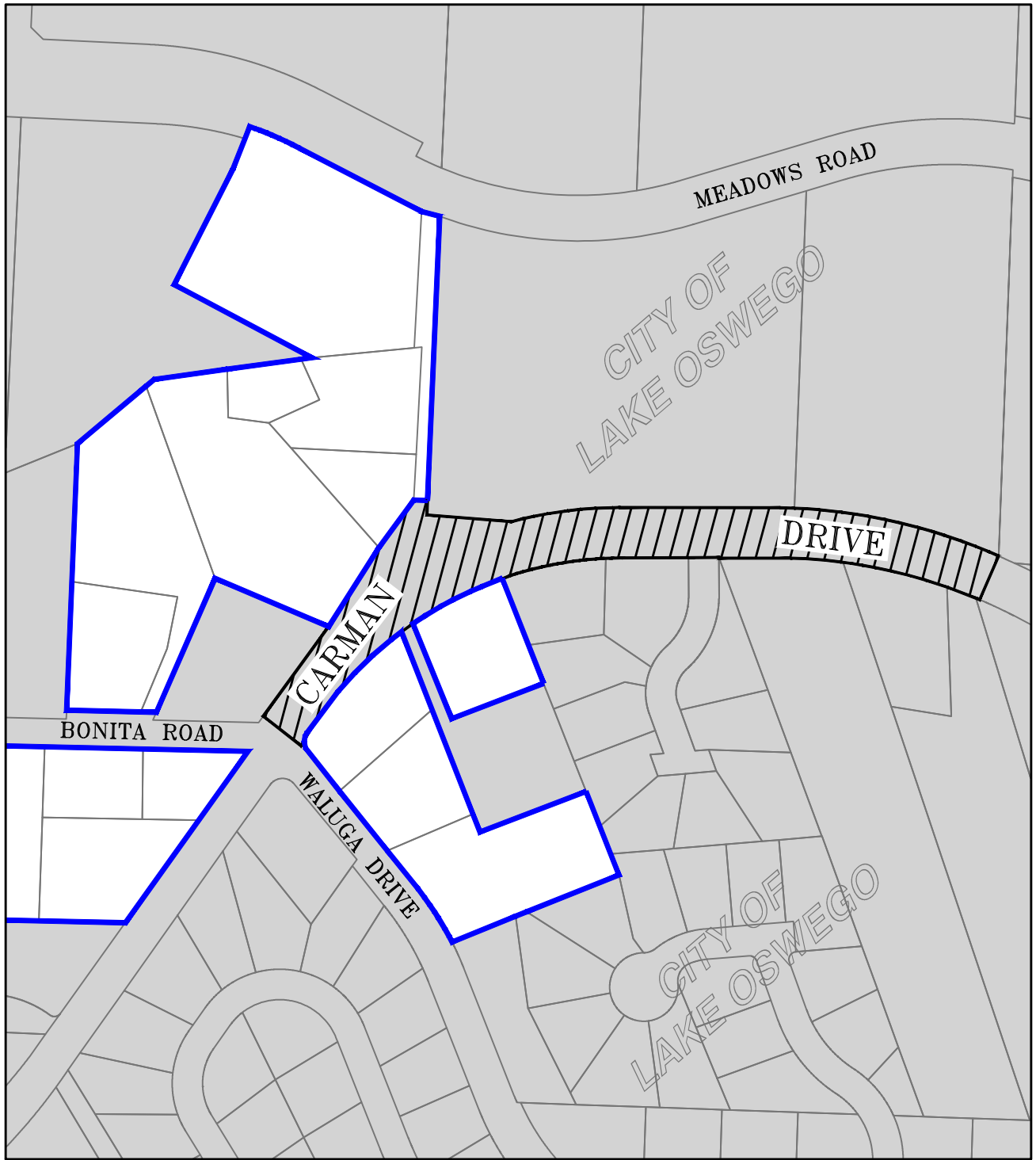
Recording Secretary

Approved as to Form:

Approved as to Form:

County Counsel

City Attorney



PLAN
1"=200'



CURRENT LAKE OSWEGO CITY LIMITS



AREA OF CARMAN DRIVE TO BE
TRANSFERRED FROM CLACKAMAS
COUNTY TO LAKE OSWEGO

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



09/29/16

SCALE: 1:200

JURISDICTIONAL TRANSFER OF
A PORTION OF CARMAN DRIVE
TO THE CITY OF LAKE OSWEGO

SHEET

1



**CITY COUNCIL REGULAR MEETING
MINUTES
June 7, 2016**

1. CALL TO ORDER, CITY COUNCIL

On behalf of Mayor Kent Stuebaker, the regular City Council meeting was called to order at 6:31 p.m. on June 7, 2016, in the City Council Chambers, 380 A Avenue, by Amber Prasad, winner of the 2016 "If I Were Mayor" essay contest.

2. ROLL CALL

Present: Mayor Stuebaker and Councilors Manz, Buck, Gudman (arriving at 6:41 p.m.), Collins, O'Neill, and Gustafson

Staff Present: Scott Lazenby, City Manager; David Powell, City Attorney; Anne-Marie Simpson, City Recorder; Shawn Cross, Finance Director; Erica Rooney, City Engineer; Sarah Selden, Senior Planner; Jordan Wheeler, Deputy City Manager; Megan Phelan, Assistant City Manager; Larry Goff, Fire Chief; Bonnie Hirshberger, Citizen Information Specialist; Ivan Anderholm, Director of Parks and Recreation

Others Present: Karen Bowerman, Mike Holm, Scott Thompson, Lake Oswego Veterans Memorial

3. PLEDGE OF ALLEGIANCE

Lauren Monkewicz, winner of the 2016 "If I Were Mayor" digital media presentation contest, led the Council in the Pledge of Allegiance.

4. PRESENTATIONS

4.1 "If I Were Mayor" Contest Winners

Mayor Stuebaker introduced Amber Prasad and Lauren Monkewicz, winners of the "If I Were Mayor" contest in their categories. He commended their outstanding work and presented each with a check for \$100. Describing the students' presentations, he noted that their efforts had qualified them for the state "If I Were Mayor" contest.

4.2 Lake Oswego Meals on Wheels Annual Donation to the City

Report

Frank Bridwell asked fellow members in attendance from the advisory board for Lake Oswego's Meals on Wheels program to stand and be recognized. Following applause from Council and audience, he announced that the board was presenting a check for \$49,203 to the City, covering the full amount of the program deficit for 2015. He thanked Council for their sponsorship.

4.3 Emergency Declaration and Exercise Update

Report and Attachments

Ms. Phelan introduced Mr. Goff and Ms. Hirshberger, her colleagues on the Emergency Management Team. With accompanying PowerPoint slides, she presented background and objectives of the 2016 Cascadia Rising Catastrophic Earthquake and Tsunami Functional Exercise. As a participant in the exercise, the City of Lake Oswego requests that Council declare a "practice" state of emergency, ratifying the City Manager's declaration of a state of emergency, as described in the Staff report (Council Report and Attachments). She highlighted the hierarchy of declarations that are required for access to county, state, and federal funds in the event of an actual emergency. Council's role after an emergency declaration, she noted, was to provide policy direction and support and to serve as a link to various city constituents.

Councilor Gustafson asked about the process in the event a quorum of Council could not be convened to vote on ratification of an emergency declaration. **Mr. Powell** described provisions of City Code that would allow for a modified process by less than a full quorum if required by the emergency circumstances. A brief discussion about alternatives for Council action followed. **Mr. Powell** indicated that adherence to the ratification process was the important issue.

5. CONSENT AGENDA

5.1 Approval of Meeting Minutes

5.1.1 April 19, 2016, Regular Meeting

5.1.2 May 3, 2016, Regular Meeting

Motion: Move to approve minutes as written.

Report and Attachments

5.2 Resolution 16-26, A Resolution of the City Council of the City of Lake Oswego Authorizing the Mayor to Sign an Intergovernmental Agreement with the City of West Linn for Public Safety Communications Services Provided by the Lake Oswego Communications Center.

Motion: Move to adopt Resolution 16-26.

Report and Attachment

- 5.3 Resolution 16-27, A Resolution of the City Council of the City of Lake Oswego Authorizing the Mayor to Sign an Intergovernmental Agreement with the City of Milwaukie for Public Safety Communications Services Provided by the Lake Oswego Communications Center.**

Motion: Move to adopt Resolution 16-27.

Report and Attachment

- 5.4 Resolution 16-12, A Resolution of the Lake Oswego City Council of the City of Lake Oswego Requesting that Clackamas County Transfer Jurisdiction of a Portion of Carman Drive Inside the City Limits.**

Motion: Move to adopt Resolution 16-12.

Report and Attachment

- 5.5 Contract Approval with Ricoh for Production Copier**

Motion: Move to authorize the City Manager to sign a five-year contract with Ricoh in the amount of \$172,825.

Report and Attachments

- 5.6 First Amendment to the ODOT Local Agency Agreement for Boones Ferry Road Project Federal Grant**

Motion: Move to authorize the Mayor to sign Amendment Number 1 to the ODOT Local Agency Agreement for the Multimodal Transportation Enhance Program grant for Boones Ferry Road Improvements – Phase 1.

Report and Attachment

END CONSENT AGENDA

Councilor Gudman moved the adoption of the Consent Agenda. Councilor Manz seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

6. ITEMS REMOVED FROM CONSENT AGENDA

No items were removed from the Consent Agenda.

7. CONSENT AGENDA – COUNCIL APPROVAL

7.1 Resolution 16-16, A Resolution of the City Councilors of the City of Lake Oswego Approving an Appointment to the Sustainability Advisory Board

Motion: Move to adopt Resolution 16-16.

Report and Attachment

Councilor Buck moved the adoption of Resolution 16-16. Councilor Collins seconded the motion.

A voice vote was held, and the motion passed, with Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (6-0)

7.2 Resolution 16-21, A Resolution of the City Councilors of the City of Lake Oswego Approving Appointments to the Planning Commission

Motion: Move to adopt Resolution 16-21.

Report and Attachment

Councilor Collins moved to adopt Resolution 16-21. Councilor Manz seconded the motion.

A voice vote was held, and the motion passed, with Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (6-0)

8. CITIZEN COMMENT

- **Patricia Billings, 4077 Sunset Drive, Apt. 109**

Ms. Billings described her concerns about challenges for motorists at the Sunset Drive-Reese Road intersection. Obstructed vision because of vegetation needs to be addressed, as she had requested in several letters over the past 12 years, she indicated. Other intersections with visual obstructions were described as dangerous, including Bryant Road at Sunset Drive and Boones Ferry Road at Douglas Way.

- **Allen Terry, 4077 Sunset Drive**

Mr. Terry expressed concerns about visibility as both a pedestrian and a motorist because of the amount of vegetation at the Sunset Drive-Reese Road intersection. He indicated that, along with others in his apartment building, he is disabled and faces additional safety challenges. He requested that the City address this by cutting back the vegetation to clear visual obstacles. Both Reese Road and Sunset Drive need posting of speed limits, he stated. More lighting and traffic regulation were also requested.

In subsequent discussion, **Mayor Studebaker** advised that Council and City Staff would follow up within a short period of time on the concerns expressed by Ms. Billings and Mr. Terry.

- **Joseph Corvelli, 328 Kenwood Road**

Mr. Corvelli requested that Council consider revising City code with regard to the special exclusion allowing recreational vehicles to remain parked for up to ten days. The requested revision would allow the same exclusion to apply to a boat or boat trailer.

In response to Mayor Studebaker's suggestion, **Mr. Powell** indicated that he could check with the Traffic Division and the City Engineer and address this request at an upcoming Council meeting.

- **Charles (Skip) Ormsby, 179 Birdshill Road, Portland 97219**

Mr. Ormsby drew Council's attention to road and other projects affecting the Birdshill CPO/NA. The Terwilliger Boulevard sewer project is presenting challenges for the neighborhood, particularly in regard to their neighborhood plan process, he reported; this plan and related code changes need to be done before the sewer project becomes operational. Additional neighborhood concerns include safety of the railroad lines and bridge in the area.

Note: Mr. Ormsby's comments followed Agenda item 10.1 as he was not present at the time designated for Citizen Comment.

8.1 Prior Public Comment Follow-Up

No follow-up on prior Public Comment was heard.

9. PUBLIC HEARINGS

9.1 Resolution 16-15, A Resolution of the City Council of the City of Lake Oswego Certifying that the City of Lake Oswego is Eligible in the Fiscal Year 2016-17 for State-shared Revenues (Cigarettes, Liquor and Highway Taxes) Because it Provides Four or More Municipal Services.

Resolution 16-20, A Resolution of the City of Lake Oswego Declaring the City of Lake Oswego's Election to Receive State Revenues in Fiscal Year 2016-17.

Resolution 16-19, A Resolution of the City Council of the City of Lake Oswego Adopting the Addendum to the City of Lake Oswego Capital Improvement Plan FY 2016/17 - 2020/21

Resolution 16-14, A Resolution of the City Council of the City of Lake Oswego Adopting the City of Lake Oswego Budget for the Fiscal Year Commencing July 1, 2016, Making Appropriations, Levying Ad Valorem Taxes, and Classifying the Levy Pursuant to Section 11b, Article XI of the Oregon Constitution.

Report and Attachments

Review of Hearing Procedure

Mr. Powell explained that the purpose of the hearing was budget consideration, with a consolidated format comprising Resolutions 16-15, 16-20, 16-19, and 16-14. He reviewed the four Resolution titles and then outlined the time limits for testimony as shown in the agenda.

Staff Report

Mr. Cross outlined highlights of the Fiscal Year 2016-17 budget: (1) There is a complete funding plan of \$13.6 million for the Operations Center. (2) A reserve has been established for further repairs to City Hall. (3) Funding for streets has been increased.

He next outlined some of the changes made to the City Manager's proposed budget, as reflected in the budget approved by the Budget Committee and now submitted for Council consideration. As noted in the Staff report (Council Report, p 1), this included the allocation of \$250,000 from the General Fund that had been set aside for City Hall repairs and was now directed to Parks and Recreation for light pole replacements.

Testimony

Mayor Studebaker asked if anyone wished to present testimony regarding any of the Resolutions. Hearing no requests, he closed the public hearing.

Questions of Staff

Mr. Cross added that he wished to point out one difference between the published notice and the proposal now before Council: Staff had accidentally shown a contingency category for the Capital Reserve Fund, but as there are no expenditures, had removed the contingency line.

Councilor Buck asked about the accuracy of the unfunded pavement preservation amount shown in the Capital Improvement Plan (CIP). **Ms. Rooney** indicated that this is a high-level planning number; the information before Council is based on data from 2013, with slight modification for age and time. It should be regarded as a reasonable snapshot, subject to change once Staff has obtained new Pavement Condition Index (PCI) and other data in the coming year. It was important for Council to understand, she indicated, that achievement of a desirable PCI was not based on a linear equation in terms of funding. Instead, a very large infusion of funds in the early years was critical to reversing streets deterioration and reaching the PCI goal.

In continuing discussion, **Councilor Gudman** asked about effects of the additional funds that had been spent on road maintenance in recent years. **Ms. Rooney** acknowledged that this has helped to slow down the degradation and that the PCI would otherwise have been worse. She reiterated the significance of large infusions of funding in the early years. Another important consideration for Council to understand was the number of variables that influence PCI; in Lake Oswego, such factors include annexation of road segments with a lower PCI and the lack of new road construction that would raise the city's overall PCI.

Councilor Buck noted that the Parks Board had communicated concerns about funding for their projects, and that Mr. Cross had subsequently determined that the Parks budget would have more surplus funds than originally anticipated. **Mr. Cross** confirmed that the carryover was greater

than the amount expected in January when the budgets were planned and was sufficient to pay the \$250,000 for the lights. **Councilor Buck** expressed concerns about the use of the \$250,000 allocation and the missed opportunity to save the carryover to use for future large Parks projects. **Councilor Buck moved that Council reconsider their decision and amend the proposed budget under consideration by Council, so as to allocate the \$250,000 that had been allocated to streets back to the Parks Department. Councilor Gustafson seconded the motion.**

Councilor Gustafson expressed concerns about the many Parks maintenance projects that have not been addressed. While acknowledging that Council had identified pavement preservation as the top priority, he questioned the actual effect if the \$250,000 was not directed to the street fund, i.e., would there be pavement preservation projects that would not be done without the \$250,000?

A short discussion followed, with **Ms. Rooney** indicating that \$250,000 worth of pavement projects would have to be deferred to a later time, with resulting delay in solving the problem. She responded to Councilor Gustafson's additional concerns, including carryover in the street fund when the \$250,000 might instead be used to address Parks safety problems.

A roll call vote was held, and the motion failed, with Councilors Buck and Gustafson voting 'aye'. Mayor Studebaker and Councilors Manz, Gudman, Collins, and O'Neill voted 'no'. (2-5)

Councilor Gudman moved to adopt Resolution 16-15. Councilor Collins seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

Councilor Gudman moved to adopt Resolution 16-20. Mayor Studebaker seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

Councilor Gudman moved to adopt Resolution 16-19. Councilor Collins seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

Councilor Gudman moved to adopt Resolution 16-14. Councilor O'Neill seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

9.2 Approval of Special Procurement of Contract for Administration of City Public Arts Programs

Councilor Gustafson moved to continue the hearing to July 5, 2016. Councilor Manz seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

10. ORDINANCES

10.1 Ordinance 2706, An Ordinance of the City of Lake Oswego Adopting the SW Employment Area Plan as a Special District Plan of the Comprehensive Plan and Amending the Community Development Code to Add a Southwest Overlay District and to Make Related Code Streamlining Amendments.

Report and Attachments

Mr. Powell read the Ordinance title and provided background on the process leading to Council's tentative approval of the Ordinance on May 3, as noted in the Staff report (Council Report and Attachments). He highlighted the one modification to the Planning Commission's recommendation, which was to amend the Prohibited Exterior Finish Materials section to allow the use of concrete block and plywood as exterior finish materials, limited to 40% of the façade. He noted Ms. Selden's subsequent memorandum to Council, which included Staff's recommendation to defer adopting the amendments to the site-specific design and use standards at Boones Ferry Road and Jean Way (Council Report, Attachment 1). The recommendation of Staff is to enact Ordinance 2706, he reported.

Councilor Manz moved to adopt Ordinance 2706. **Councilor Buck** seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

10.2 Ordinance 2715, An Ordinance of the Lake Oswego City Council Amending Article 12.51 of the Lake Oswego Code to Establish a Tourism Advisory Committee

Report and Attachments

Mr. Wheeler presented background on the Ordinance, which would enact a key recommendation of the tourism task force convened by Councilors Manz and Buck over the past winter: establishment of a Tourism Advisory Committee, as outlined in the Staff report (Council Report and Attachments).

Mayor Studebaker asked about the nature of the Committee's work. **Mr. Wheeler** explained how the Committee would work with stakeholder groups in order to advise the Council and Budget Committee on effective use of the City's hotel/motel tax funds. The tourism task force had already

developed a very good action plan (Council Report, Attachment 1), he advised. **Councilor Manz** noted that the Committee would meet twice a year, based on the City's budget cycle.

Councilor Gustafson thanked Councilors Manz and Buck for following this project through. **He moved to enact Ordinance 2715. Councilor O'Neill seconded the motion.**

Councilor Collins indicated that he had been approached by a community group interested in receiving tourism funds; he asked how soon the City might be funding projects. **Mr. Wheeler** suggested, that upon approval of the Ordinance, one of the Committee's first tasks would be to review the action plan and to consider whether or not such initiatives as a grant program should be included in their work program. **Mr. Lazenby** emphasized that the Committee's role would be advisory with regard to expenditures, and Council would have final say on major appropriations. In additional discussion, he indicated that the Committee could likely get up and running fairly quickly; he recommended having them involved in reviewing such items.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

11. RESOLUTIONS

11.1 **Resolution 15-20, A Resolution of the City Council of the City of Lake Oswego Granting Recognition as a Neighborhood Association to the Mountain Park Neighborhood and Amending the Boundary Between the Oak Creek and Mountain Park Neighborhoods**

Report and Attachments

Ms. Selden presented the Mt. Park neighborhood's request to be recognized as a City neighborhood association. She described the significant size of the area in terms of geography and population, noting that it was the largest in the city not to be part of a City-recognized neighborhood association. In reviewing background of the neighborhood's effort to gain this recognition, she clarified that the Mountain Park Neighborhood Association has elected a board to serve this completely separate entity, apart from the Mountain Park Home Owners Association; the Neighborhood Association is open to anyone who resides or owns property in the neighborhood. She recognized the Neighborhood Association's elected chair, Matt Palmer, in the audience and reported that they have adopted bylaws and come into compliance with all City requirements for recognition as a City neighborhood association. Council's adoption of Resolution 15-20 would also implement neighborhood boundaries for the Mountain Park Neighborhood Association, including an amendment to the adjacent Oak Creek Neighborhood Association boundaries, as detailed in the Staff report (Council Report, Attachment 1, Exhibit C). The Commission for Citizen Involvement had reviewed this request, she reported, and had recommended that Council recognize Mountain Park as the City's 24th neighborhood association.

Councilor Gustafson requested information about the difference between the number of mailed notices of the initial membership meeting and the number of households in Mountain Park. **Ms. Selden** described the noticing requirements of the Citizen Involvement Guidelines and the City's efforts to notify all residents, both for this meeting and in the future. In ensuing discussion

Councilors Gustafson and Manz raised questions about reaching non-property owners in the neighborhood. **Mayor Studebaker** asked about the benefits to residents of a recognized neighborhood association in comparison to a homeowners' association. **Ms. Selden** indicated that the neighborhood association afforded a more formal voice, with the City's system for sending notices and asking for citizens' participation in land use meetings, among other benefits.

Councilor Manz moved to adopt Resolution 15-20, Mountain Park Neighborhood recognition. Councilor O'Neill seconded the motion.

Councilor Gustafson expressed concerns about apparent past reluctance of the Home Owners Association to involve renters in the organization. There also was nothing in the bylaws that would prevent the Neighborhood Association from morphing into the Home Owners Association board, and the City should regard all citizens as equal, whether they are owners or renters. He stated that he would support the Resolution, but hoped that board members of both the Neighborhood Association and the Home Owners Association would recognize the value and input of renters, so that they do not become disenfranchised in terms of public participation.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

11.2 Resolution 16-22, A Resolution of the City Council of the City of Lake Oswego Adjusting the Compensation for Management and Confidential Positions Not Represented by a Bargaining Unit

Report and Attachment

Mr. Lazenby noted that most City employees are represented by unions, and the issue now before Council is the cost-of-living increase for employees not represented by a union, as discussed in the Staff report (Council Report and Attachment). Contracts previously approved by Council had provided for a 2% cost-of-living increase effective July 1 for represented employees, he explained, while the Consumer Price Index (CPI) had been 1.2% for the past year. Staff had intentionally suggested a range of 1.2% to 2% for Council consideration, and his recommendation was for an adjustment within this range.

Mayor Studebaker recommended a 1.5% increase. **Councilor Gustafson** asked about past years' cost-of-living increases for the City's non-represented employees, i.e., whether they had been in line with the CPI or with the increases for union-represented employees. **Mr. Lazenby** stated that over the past 10 years the increases for non-represented employees generally had been somewhat smaller than those for represented employees.

Councilor Buck initiated brief discussion about the purpose of the increase, with **Mr. Lazenby** confirming that it is only for cost of living.

Councilor Gustafson inquired about the basis for Mayor Studebaker's recommendation for 1.5%. He discussed the merits of striving for equity between represented and non-represented employees by treating them the same. Alternatively, if the City intended to base the adjustment

on the CPI every year, there would be budget challenges to consider. **Mayor Studebaker** indicated that budget was a factor in his recommendation of 1.5%.

Mayor Studebaker moved to approve a 1.5% cost-of-living increase for management and confidential employees and the adoption of Resolution 16-22. Councilor Buck seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

11.3 Resolution 16-35, A Resolution of the Lake Oswego City Council Authorizing the City Manager to Sign an Agreement to Accept Donations and to Install a Veterans Memorial in Foothills Park

Report and Attachments

Mr. Anderholm was joined by Ms. Bowerman and her colleagues from the board of directors of the Lake Oswego Veterans Memorial, Mike Holm and Scott Thompson. **Mr. Anderholm** outlined the background of the group, which is a 501(c)(3) organization, and its efforts to raise funds in support of a veterans and first responders memorial in Lake Oswego, as discussed in the Staff report (Council Report and Attachments). Subsequent involvement of Staff had led to recommendation of a site at Foothills Park that would afford appropriate aesthetics and amenities. Council is now asked to consider entering an agreement with Lake Oswego Veterans Memorial (Council Report, Exhibit 1 – Resolution 16-35). Essentially, this would enable the nonprofit group to move forward with concept for the design and fund raising, he explained. The agreement calls for a timeline for the group to devise a master plan for the memorial. The master plan would then be considered by the Parks and Recreation Department, the Parks, Recreation, and Natural Resources Advisory Board, and eventually by Council. He noted that the City is only obligated to move forward with construction of the memorial, and that is subject to the group providing full funding for implementation. In response to a question from Mayor Studebaker, he clarified that the project would be a public improvement; as such, it would entail the typical design, engineering, and construction process.

Ms. Bowerman described the significance of the memorial and the commitment of the nonprofit board members. She recognized the efforts of Mr. Powell in development of the agreement and Mr. Anderholm in numerous logistical matters. After reviewing key accomplishments of the nonprofit group, she reported that they are now positioned to raise funds, since being recognized as a charitable organization by the Oregon Department of Justice.

Councilor Buck commended the board members' work and expressed appreciation. He requested clarification about the design process in terms of City involvement prior to accomplishment of fund raising. **Ms. Bowerman** indicated that the City would complete the design, and Council would approve the master plan associated with that. **Mr. Anderholm** noted that Staff was participating throughout the design, engineering, and construction of the actual memorial; however, the nonprofit is responsible for all associated costs as shown in the agreement. Additional discussion of costs followed, with **Mayor Studebaker** noting that the City would proceed only when the master plan has been presented and then approved by Council.

Mr. Anderholm clarified that the City would incur no cost in development of the master plan, other than time involved in Staff's participation in the meetings.

Ms. Bowerman displayed slides showing the recommended location for the memorial at Foothills Park and an initial design concept. She described features that would support the group's desire for an artistic design. **Mr. Holm** elaborated on the design and options for achieving a memorial that the City, as well as veterans and first responders, would be proud of.

Councilor Gudman moved to adopt Resolution 16-35. **Councilor O'Neill** seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors **Manz, Buck, Gudman, Collins, O'Neill, and Gustafson** voting 'aye'. (7-0)

Note: This item was addressed immediately following Agenda Item 11.1, rather than according to the agenda order.

11.4 Resolution 16-32, A Resolution of the City Council of the City of Lake Oswego Amending Lake Oswego Council Administrative Procedures

Report and Attachment

Indicating that it was common practice for the Council Rules of Procedure to be reviewed from time to time, **Ms. Simpson** presented an overview of revisions proposed to three Procedures (Council Report and Attachment). The Procedures are available for public reference on the City website. With regard to Procedure 5, she highlighted the alternative options for submission of comments by citizens, which would include electronic presentations such as photos or video. The change to Procedure 6 entails removing the prescribed schedule for Council's meetings with City boards and commissions. While still adhering to the Code requirement to meet annually with all boards and commissions, the amended Procedure 6 would afford flexibility for Council to schedule meetings in a way that works for them. Proposed changes to Procedure 7 would provide continuity and improve efficiency in Staff's preparation of Council reports, while reflecting current practices.

Following a brief exchange of questions and answers, **Councilor Gustafson** asked about the consequences of adopting the changes but perhaps not following the adopted procedures. **Ms. Simpson** provided brief background on the recommendation, indicating that the impetus was Staff's recognition that certain practices did not seem to be following the adopted procedures.

Mr. Powell expanded on this point and explained how a Council member could address a concern about following procedures. He indicated that in a long list of procedures, one might become outdated over time, with no intent by Council to ignore it. He concurred that if a procedure was established, Council should follow it and Staff should support the effort. This was the reason for bringing forward the proposed changes, he indicated.

Discussion followed about conditions under which Council might be able to deviate from the written procedures. **Councilor Gustafson** expressed concern about the proposed change to

Procedure 6, which might have the effect of reduced opportunity for communication with boards and commissions. He indicated that inclusion of an agenda item for reports from boards and commissions was advisable, but had not been Council's regular practice. **Mr. Lazenby** described the current practice for developing Council meeting agendas. He noted that the proposed amendments refer to agenda elements, as opposed to agenda items; this was an effort to streamline the process.

Further discussion between Council and Staff culminated in general agreement that it could be appropriate to restore the agenda element "Reports from Boards and Commissions" as an option.

Councilor Gustafson moved to adopt Resolution 16-32 except for the deletion of Rules of Procedure, 4.d.ix relating to Reports of City Commissions or Committees. Councilor Buck seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

12. REVIEW PROPOSED BALLOT MEASURES

Mr. Powell provided an overview of the timelines and other requirements for referring the three measures to voters on the November 8 ballot. He discussed specifications of the two components of each ballot measure: the Ballot Title, consisting of the Caption, Question, and Summary; and the Explanatory Statement (Council Report and Attachment for Agenda Items 12.1, 12.2, 12.3). Council was advised that both components could be adopted at this time; alternatively, Explanatory Statements for the measures could be adopted as late as September 6.

12.1 Resolution 16-34, A Resolution of the Lake Oswego City Council Referring to the Electors of the City, at the November 8, 2016 General Election, a Measure Amending Section 24 of the Lake Oswego Charter Relating to Notice of City Elections

Report and Attachment

Mr. Powell described background of the proposed ballot measure, which would modify the City Charter to update requirements regarding notice of elections, as outlined in the Staff report. He drew Council's attention to proposed text for the Summary (Council Report, Attachment 1, p 2 of 3). In order to ensure that the Summary does not exceed the maximum word count, he suggested that the first line be revised to (1) replace the words "Lake Oswego" with "City", and (2) delete the word "currently"; the revised text in the first line would read: Section 24 of the City Charter requires....

Councilor Gudman commented on the background of this ballot measure, which was intended to resolve one of several quirks in the Charter that had been identified. He indicated that one or more additional quirks would be addressed in 2018. With regard to this measure, he offered to write an endorsement for the voters' pamphlet on behalf of all City Council members, subject to their approval.

Mayor Studebaker moved to adopt Resolution 16-34 with the changes to the Summary suggested by Mr. Powell in order to reduce the word count to meet the requirements. Councilor Manz seconded the motion.

A voice vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Gudman, Collins, O'Neill, and Gustafson voting 'aye'. (7-0)

12.2 Resolution 16-33, A Resolution of the Lake Oswego City Council Referring to the Electors of the City, at the November 8, 2016 General Election, a Ban on Medical Marijuana Processing Sites, Medical Marijuana Dispensaries, Recreational Marijuana Producers, Recreational Marijuana Processors, Recreational Marijuana Wholesalers, and Recreational Marijuana Retailers, within the City

Report and Attachment

Mr. Powell provided background on this proposed ballot measure, including the requirement under state law that the City refer its current ban on marijuana facilities to voters in order for it to remain in effect. He highlighted key points of the Ballot Title and the Explanatory Statement, clarifying what would and would not be accomplished by passage of the measure, as distinguished from other considerations that have been discussed by Council.

He suggested that Council keep in mind earlier discussions about taxes that might be collected by the City in the event the ban is not upheld, including conflicting views about the local taxes approved by the City Council in 2014. Also, if Lake Oswego voters do not approve the ban, Council should consider whether or not to impose the additional local 3% tax on marijuana sales; he explained options for referring that to voters, as would be required if Council chose to impose that tax. He also reminded Council that the City has a business license ordinance that calls for revocation if a licensed business violates any applicable law. As federal law still prohibits these types of operations, Staff has continued to respond to inquiries by stating that they would not be granted a business license. He discussed potential considerations for Council in the event the ban is not approved, both in terms of the license ordinance and the Explanatory Statement.

Mayor Studebaker moved to adopt Resolution 16-33. Councilor Manz seconded the motion.

Councilor Gustafson expressed concerns about use of both the words "prohibit" and "ban" in the Ballot Title language. To make it more straightforward, he proposed that the motion be amended to replace the words "prohibit" and "prohibition" with "ban" in Section 2 of the Ballot Title. Discussion ensued about this and other possible simplifications of the language. **Mr. Powell** indicated that he would be receptive to changes, based on Council's judgment, so long as the language provided an accurate and impartial description of the measure. **Councilor Gustafson** subsequently declined to pursue amendment of the motion.

Councilor O'Neill observed that the Summary portion of the Ballot Title seemed to convey that there was a potential tax windfall involved, which he did not believe to be the case. In brief discussion, **Mayor Studebaker** suggested that this be addressed with a statement in the voters' pamphlet. **Mr. Powell** stated that he felt it was important to mention the tax disability, however,

because that is an effect of the measure. Related discussion continued about clarity of the tax reference and other text.

Councilor Buck asked about timing of a referral to voters for the 3% tax in the event the measure is not approved on November 8. **Mayor Studebaker** replied that if the City wanted to impose the tax, it would have to be placed on the ballot in the 2018 general election. **Councilor Buck** discussed the potentially significant tax revenue that could be lost in the meantime and the opportunity to address this through a ballot measure in November 2016. The consensus, after further discussion, indicated that this might create confusion for voters.

Councilor Gudman noted that, after consideration of both sides of the issue, he would not be supporting referral of the measure to the voters. The reason was the substantial vote of Lake Oswego residents in favor of the earlier marijuana initiative. It is a mistake to refer the proposed ballot measure to the voters, he stated.

Mayor Studebaker confirmed that his motion was intended to include approval of the Explanatory Statement.

A roll call vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Collins, and O'Neill voting 'aye'. Councilors Gudman and Gustafson voted 'no'. (5-2)

12.3 Resolution 16-36, A Resolution of the Lake Oswego City Council Referring to the Electors of the City, at the November 8, 2016 General Election, an Advisory Measure as to Whether the City Should Provide a High Speed Fiber Optic Broadband Network

Report and Attachment

Mayor Studebaker called **David Beckett, 17738 Kelok Road**, forward to present comments. **Mr. Beckett** indicated that he favored the proposal for an advisory vote. However, he suggested a change to the Explanatory Statement in order to make the vote effective, the addition of one sentence following the reference to a 79% "yes" response from residents in the sixth paragraph (Council Report, Attachment/Exhibit 1 to Resolution 16-36): "Based on its extensive experience, the survey firm discounted (the 79%) to a likely subscription take rate of 34.5%, which is less than the number of subscribers that the City defined as financially acceptable." This minimum rate, he noted, had been defined by the City as 35%, so the additional sentence would emphasize the risk.

Mr. Lazenby noted that the word-count limitations for the Ballot Title also applied to this measure. He and Mr. Powell had tried to be impartial in developing language for the ballot, he reported, as well as on the Explanatory Statement, which is an official statement of the City. They had avoided including specifics involving an unknown future contract. He differentiated the survey percentage cited by Mr. Beckett from responses to separate questions that were aimed at obtaining conservative usage estimates for business planning. An option for Council would be to delete mention of the survey, he indicated. The timeline would allow Council to make changes.

Mayor Studebaker initiated discussion on possibilities for a solution to balance Mr. Beckett's concern with Staff's considerations about the wording. **Mr. Lazenby** suggested deletion of the entire sixth paragraph and Councilors offered various suggestions. **Councilor Gustafson** indicated that he regarded the level of interest reflected in the survey as a key reason for pursuing the advisory vote.

Councilor Gudman compared the discussion to Council experiences regarding the West End Building. He noted his concern that if Council moves forward with the proposal now being considered, it would constitute a very substantial policy change for the City. He requested that, subject to agreement of a majority of the Council, Staff be directed to return with revised language that noted the significance of this policy change. He also asked that the revision include identification of the financial risk involved.

In continuing discussion about the need for changes to the language, **Councilor Gudman** stated that he would be voting against adoption of the Resolution; however, he felt it was important to improve the proposal to provide clearer information for citizens. **Councilors Collins** and **Manz** expressed willingness to seek improvements to the language. **Councilor Buck** indicated that adding data would create confusion; the current proposal for the Explanatory Statement does a good job of outlining the issue before voters, and he anticipated that numerous statements in the voters' pamphlet would delve deeply into related concerns.

Councilor Gustafson moved to adopt Resolution 16-36. **Councilor Buck** seconded the motion.

Councilor Gudman reiterated his concern about significant policy issues for which he believes Council has the responsibility for decision making. Regardless of the result of the vote, he indicated that presenting the ballot measure will lead to any number of interpretations and resulting confusion, rather than clarity. In brief additional discussion, **Mayor Studebaker** stated that he disagreed, and that he would prefer hearing from citizens before proceeding as a Council.

A roll call vote was held, and the motion passed, with Mayor Studebaker and Councilors Manz, Buck, Collins, O'Neill, and Gustafson voting 'aye'. Councilor Gudman voted 'no'. (6-1)

Mayor Studebaker requested that Council members submit any suggestions on the Explanatory Statement or Summary to Mr. Lazenby.

13. INFORMATION FROM COUNCIL

Councilor Gudman commended and thanked Public Works personnel for responding in a timely manner to an issue related to recent work at his home.

Councilor Manz reported on her attendance at a recent Water Consortium meeting, along with Water Treatment Plant director Kari Duncan. Lead was the topic of conversation, and she noted that the City of Lake Oswego and Portland public websites were among the many resources available for information on water testing. She invited input for the Transportation Advisory Board

quarterly meeting to be held on June 8 and announced a Lake Oswego amateur ham radio operators' event on June 25-26.

Councilor Gustafson inquired about any testing for lead done by the City on public drinking fountains in parks or elsewhere.

Mr. Lazenby responded that he was not aware of any testing, but that Staff could check on it. He noted that the City had worked closely with the Lake Oswego School District to assist with their testing process after the reports from Portland Public Schools were issued. He had no results from the School District to report at this time.

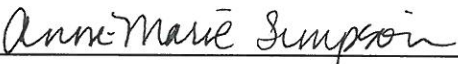
14. REPORTS OF OFFICERS

No reports were made.


15. ADJOURNMENT

Mayor Studebaker adjourned the meeting at 9:13 p.m.

Respectfully submitted,



Anne-Marie Simpson, City Recorder

APPROVED BY THE CITY COUNCIL:
ON July 19, 2016


Kent Studebaker, Mayor



TO: Kent Studebaker, Mayor
Members of the City Council

FROM: Erica Rooney, P.E., City Engineer
Engineering Department

SUBJECT: Resolution 16-12, Requesting Clackamas County Transfer Roadway Jurisdiction of Carman Road Inside the City Limits

DATE: June 7, 2016

ACTION

Adopt Resolution 16-12 requesting Clackamas County transfer roadway jurisdiction of Carman Drive inside the city limits.

SUGGESTED MOTION

Adopt Resolution 16-12.

INTRODUCTION

Pursuant to the Urban Services Agreement – Roads entered into by the City of Lake Oswego and Clackamas County, July 15, 2003, “the City shall, within 60 days of the effective date of the annexation, initiate proceedings for the transfer of jurisdiction to the City of all County roads within the annexed areas.”

Over a number of years the majority of Carman Drive has been added into the City through annexations into the Lake Oswego city limits. The last roadway annexation occurred as a result of Annexation 14-0008, which included Carman Drive from approximately 4800 Carman westward to the intersection with Bonita Road and Waluga Dr.

Therefore, to complete the jurisdictional responsibilities, and pursuant to the 2003 Urban Services Agreement – Roads, City and County staff are recommending to their respective governing bodies to complete the transfer of Carman Drive. Resolution 16-12 transfers jurisdiction of the balance of the previously un-transferred portion of Carman Drive from the County to the City.

DISCUSSION

The resolution requests Clackamas County transfer jurisdiction of Carman Drive from approximately 4800 Carman Drive westerly to the intersection of Bonita Road and Waluga Drive to the City.

The attached Exhibit A within Resolution 16-12 shows the segment to be transferred. At the end of this process the City of Lake Oswego will be responsible for all aspects of managing the roadway on Carman Drive from Meadows Road to Bonita/Waluga, and also to the easterly edge of 5710 Carman Drive (previously transferred in 2005).

Transfer of jurisdiction of the remaining un-transferred portions of Carman Drive will eliminate jurisdictional confusion regarding maintenance and design standards.

Not approving this transfer would be inconsistent with the 2003 Urban Services Agreement – Roads, would continue the dual-authority confusion that currently occurs regarding road jurisdictional responsibilities, may delay any new development projects, and will delay development of any annexed lot abutting an un-transferred portion of Carman Drive.

FISCAL IMPACT

Clackamas County has indicated that one-time funds will be available for this transfer, and the City will receive approximately \$19,000 as compensation for taking on this new asset and for the depreciated value from when it was last paved in 2008. A specific dollar value or staffing impact to this increased responsibility is not easily quantifiable; however, over time the addition of each new roadway segment does add to the overall asset inventory and maintenance responsibilities for the City of Lake Oswego.

RECOMMENDATION

It is recommended that City Council approve Resolution 16-12 requesting Clackamas County transfer roadway jurisdiction of Carman Drive inside the City limits.

ATTACHMENTS

1. Resolution 16-22, with Exhibit A

RESOLUTION 16-12

A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL OF THE CITY OF LAKE OSWEGO REQUESTING THAT CLACKAMAS COUNTY TRANSFER JURISDICTION OF A PORTION OF CARMAN DRIVE INSIDE THE CITY LIMITS.

WHEREAS, ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of a County road such as Carman Drive that is within the City limits, and provides that upon the County Board of Commissioners' adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the portion of Carman Drive that is inside the City limits between approximately 4800 Carman Drive westerly to the intersection of Bonita Road/Waluga Drive shall cease, and the full and absolute jurisdiction over this portion of Carman Drive shall for all purposes of repair, construction, improvement and the levying and collection of assessments including maintenance and permitting authority therefore shall vest in the City, except for any transfer reservations stated in the resolution; and

WHEREAS, there are existing portions of Carman Drive between Meadows Road and the intersection of Bonita Road/Waluga Drive that have been previously transferred to the City, but there remains one portion of annexed Carman Drive that has not been transferred to the City and the City does not act as the road authority for that portion; and

WHEREAS, fragmented jurisdiction, maintenance, permitting, and road standards over the various portions of Carman Drive results in inefficient administration and confusion on the part of the public as to road management responsibilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lake Oswego that:

Section 1. The City of Lake Oswego requests that Clackamas County transfer all jurisdiction over the following roadway portion, all of which is within the City limits, pursuant to ORS 373.270:

- a. Carman Drive Clackamas County Road Number 21329 from mile post 0.13 to 0.31 (commonly identified as from 4800 Carman Drive to the intersection of Bonita Rd/Waluga Drive), as shown in attached Exhibit A.

Section 2. Effective Date. This Resolution shall take effect upon adoption.

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Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 7th day of June, 2016.

AYES:

NOES:

EXCUSED:

ABSTAIN:

Kent Studebaker, Mayor

ATTEST:

Anne-Marie Simpson, City Recorder

APPROVED AS TO FORM:

David D. Powell, City Attorney

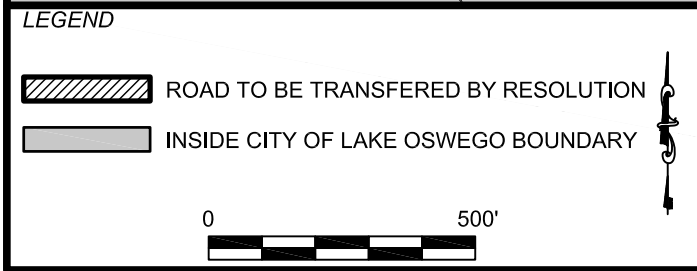


EXHIBIT "A"
CARMAN DRIVE
 JURISDICTIONAL TRANSFER FROM
 CLACKAMAS COUNTY

DRAWN BY: RS	DESIGN BY: ER	DATE: 5/26/2016	PAGE: 1 OF 1
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SCOTT CAUFIELD, MANAGER
 RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 20, 2016

Board of Commissioners
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Metro to Implement the
 FYs 16-18 (Year 27&28) Annual Waste Reduction and Recycle at Work Program

Purpose/Outcomes	This IGA provides funding to implement the County's solid waste management plan, developed collaboratively each year with Metro.
Dollar Amount and Fiscal Impact	The IGA value for FY 16-17 is \$415,347. The funds, dispersed by Metro, partially offset the costs of implementing a state-required Solid Waste Management Plan.
Funding Source	Metro-Regional System Fee and County Solid Waste Collection Franchise Fees
Duration	July 1, 2016-June 30, 2018.
Previous Board Action/Review	BCC has approved the County's Solid Waste Management Plan and supplemental funding from Metro since 1991.
Contact Person	Eben Polk – Resource Conservation & Solid Waste 503-742-4470

BACKGROUND:

Annually Metro and local governments within the tri-county area collaborate to update and refine a plan for waste reduction and recycling. This IGA covers two fiscal years (FY17 and FY18). The annual reporting and plan requirements remain and the funding reported here is only for FY17. FY18 funding and planning will be considered as an amendment to this IGA next year.

The annual plans are designed to meet the goals and objectives of our Regional Solid Waste Management Plan (RSWMP) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RSWMP implementation, Metro has approved the County's Waste Reduction Plan for FYs16-18. This is a continuing program—the prior IGA was approved on November 5, 2015. The plans have two main components: the 'Annual Plan', which maintains county-wide waste reduction programs and opportunities for citizens to participate, and the 'Recycle at Work' program. Additionally, this plan includes funding for work with food-related businesses.

In support of these annual plans, Metro redistributes funds earned from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. Cities within the County are eligible recipients. In addition to carrying out responsibilities for the unincorporated county, County staff, through a series of agreements, performs the annual responsibilities of the RSWMP as outlined in the Waste Reduction Plan for the Cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses are consistent, efficient, and cost-effective, as well as communication with private collectors who provide service across jurisdictions.

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- Continued outreach to residents and businesses at events and through Citizen News.
- Enhancing the collection of recyclables at 59 schools, providing 82 presentations and school-wide assemblies reaching thousands of K-12 students.
- Providing containers for recycling at 96 events including youth sporting events, community concerts, the County Fair and the Pick-a-Thon.
- Providing personal consultations to 848 small and large businesses along with more than 2,000 resources such as containers and boxes to handle materials.
- Increasing 'in-depth' evaluations at businesses by 21% compared to the previous fiscal year, helping businesses save money and identify new opportunities to reduce waste.
- Staff certified 24 Leaders in Sustainability this fiscal year. Another 35 are in the process of becoming certified.

These efforts closely align with the crucial services provided by our solid waste collection franchisees. Convenient access to recycling opportunities for all County citizens allows the materials collected to be returned to the stream of commerce, providing significant economic and environmental benefits. In 2014, the most recent year with recovery numbers available, our region reached a 59.8% recovery rate, down from the 2013 rate of 64.2%.

This year the County's funding allocation increased by \$31,585 to \$335,347 for the 'Annual Plan' work and the Recycle at Work Program. 'Annual Plan' work (\$203,200) maintains county-wide waste reduction programs and seeks to increase opportunities for citizens to participate. Recycle at Work (\$132,147) provides technical assistance to businesses. Finally, \$80,000 in new funding is included for work with businesses generating food scraps.

A signed Intergovernmental Agreement (IGA) with Metro is required in order to receive funds. The IGA Attachments A, B, C and D describe, respectively, the Scope of Work for Annual Waste Reduction Plan, the Scope of Work for the Recycle at Work program, the Scope of Work for Targeted Business Sector Grant and the detailed implementation plan. Also attached for reference are our agreements with Cities and the year-end FY 15-16 (Year 26) Annual Waste Reduction and Recycle at Work Reports.

This IGA with Metro has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners approve the FY 16-18 Plan and sign the Intergovernmental Agreement with Metro (No. 934313) to fund the programs.

Sincerely,



Eben Polk, Supervisor
DTD-Resource Conservation & Solid Waste

Intergovernmental Agreement

Metro Contract No. 934313

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as “County”, whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the FY 2016-17 & FY 2017-18 Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program. The scope of work for FY2016-17 is included in this Agreement as Attachments A, B, C and D. The scope of work for FY2017-18 will be added to this Agreement via amendment when Metro approves County’s FY2017-18 work plan.

2. Term. This Agreement shall be effective July 1, 2016, and shall remain in effect through June 30, 2018 unless earlier terminated in conformance with this Agreement, or extended by written amendment signed by both parties. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A, B, C and D).

4. Payment for Services. For fiscal year 2016-17, Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of TWO HUNDRED THREE THOUSAND, TWO HUNDRED AND NO/100THS DOLLARS (\$203,200.00) and for Recycle at Work maintenance and Targeted Business Sector Grant services performed and materials delivered in the maximum sum of TWO HUNDRED TWELVE THOUSAND, ONE HUNDRED FORTY-SEVEN

Intergovernmental Agreement

AND NO/100THS DOLLARS (\$212,147.00) in the manner and at the time designated in the Scope of Work. Funding for subsequent fiscal years will be determined annually.

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS Chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement.

Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS Chapter 279A, B & C and to the extent those provisions apply, they are incorporated

Intergovernmental Agreement

into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For County:

Eben Polk
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:

Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For County:

Eben Polk
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing and Attachments A through D attached hereto, incorporated herein by this reference, contain the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date

Intergovernmental Agreement

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- a) Term: July 1, 2016 to June 30, 2017
- b) County's responsibilities. County shall:
 1. Provide to Metro a copy of County's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
 2. Provide to Metro a copy of the Letters of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
 3. Ensure that by June 30, 2017, the activities specified in Attachment A and Attachment C have been completed.
 4. On or before August 1, 2017, submit the following:
 - A) A completed reporting worksheet.
 - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.
- c) Metro Responsibilities. Metro shall:
 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to County on promotional and educational activities.
 3. Monitor the general project progress and review as necessary, County's accounting records relating to project expenditures.
- d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$203,200.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
 2. County shall provide services described in Attachment D in exchange for the following funding allocations:

Intergovernmental Agreement

<u>Funding allocation</u>	
Barlow	\$69
Canby	\$8,158
Damascus	\$5,414
Estacada	\$1,572
Gladstone	\$5,862
Happy Valley	\$8,922
Johnson City	\$288
Lake Oswego	\$19,014
Milwaukie	\$10,449
Molalla	\$4,555
Oregon City	\$17,294
Rivergrove	\$252
Sandy	\$5,297
West Linn	\$13,047
Wilsonville	\$11,654
<u>Unincorporated Clackamas County</u>	<u>\$91,351</u>
TOTAL	\$203,200

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment B

SCOPE OF WORK: Recycle at Work Maintenance Funding

- a) Term: July 1, 2016 to June 30, 2017
- b) County's responsibilities. County shall:
 - 1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide technical assistance and business recycling requirement compliance services to businesses.
 - 2. Develop a Work Plan that identifies the County's strategy for targeting and recruiting businesses for assistance and compliance with Business Recycling Requirements.
 - 3. On or before August 1, 2017, submit a completed Work Plan reporting worksheet.
 - 4. Make resources available to businesses as appropriate for the County.
 - 5. Collect data for each business assisted that summarizes contact information and type of assistance provided. Data will be submitted in the Excel worksheet provided by Metro.
 - 6. Prepare an annual progress report on the accomplishments of the business assistance including completed spreadsheet provided by Metro, staffing and expenditures and successes and challenges of commercial program and assistance.
 - 7. Establish a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro

Successes and Challenges

Provide narrative on successes and challenges in achieving desired outcomes.

Administrative Information—Expenditures and Staffing

Provide overall commercial expenditures to date and Metro grant funds spent for the current program year (July 1 through June 30). List staff working on business assistance, FTE, and source of funding for staff (Metro or local government).

- c) Metro Responsibilities. Metro shall:
 - 1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Recycle at Work maintenance program.
 - 2. Monitor the general program progress and review as necessary, County's accounting records relating to Recycle at Work program expenditures.
 - 3. Notify the County of Metro business assistance or pilots and any other business recruitment scheduled for the term of the IGA.
 - 4. Provide the County with standardized reporting forms for annual progress reports. The reporting forms will be used to record quantitative data generated from the information system and qualitative information.

Intergovernmental Agreement

Scope of Work – Exhibit A

5. Review and revise the program goals and budget as needed in conjunction with the Solid Waste Directors.
6. Conduct an evaluation of the program as needed, which may include on-site visits to businesses by Metro staff or independent third-party contractors.

d) Budget and Terms of Payment:

1. Upon completion of section (b)(2) of this Scope of Work, Metro shall pay County \$132,147.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
2. County shall provide services described in section (b) in exchange for the following funding allocations:

Funding allocation

Barlow	\$25
Canby	\$5,096
Estacada	\$0*
Gladstone	\$2,433
Happy Valley	\$2,575
Johnson City	\$7
Lake Oswego	\$17,464
Milwaukie	\$11,501
Molalla	\$2,021
Oregon City	\$12,705
Rivergrove	\$7
Sandy	\$3,027
West Linn	\$4,092
Wilsonville	\$16,666
<u>Unincorporated Clackamas Co.</u>	<u>\$54,528</u>

TOTAL \$132,147

*Funding withheld due to non-compliance with the Business Recycling Requirement

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment C

SCOPE OF WORK: Targeted Business Sector Grant--Food Scraps

- a) Term: July 1, 2016 to June 30, 2017
- b) County's responsibilities. County shall:
1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide technical assistance for composting, food waste prevention and donation with food-generating businesses.
 2. Participate in the Commercial Work Group (CWG) for the purpose of collaborating on multijurisdictional food-generating business assistance.
 3. Provide Metro with list of businesses jurisdiction intends to add or delete from list provided by Metro. The focus should be on large food waste generators, businesses that help in building routes or multi-tenant facilities.
 4. Provide quarterly reports of assistance provided that will be included on the spreadsheet provided by Metro and any other success or challenges in a narrative form.
- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the grant.
 2. Monitor the general grant progress and review as necessary.
 3. Convene and facilitate the quarterly CWG.
 4. Provide the County with standardized reporting forms for annual progress reports. The report forms will be used to record quantitative data generated from the information system and qualitative information.
 5. Review and revise as needed the program goals and budget in conjunction with the Solid Waste Directors.
 6. Conduct follow up survey of businesses engaged by the program, which may include on-site visits to businesses or phone calls by Metro staff or independent third-party contractors.
- d) Budget and Terms of Payment:
1. Metro shall pay County \$80,000 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.

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Attachment D

FISCAL YEAR 2016-17

LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN

Jurisdiction: Clackamas County

Contact: Eben Polk

1. Program Overview Narrative

Metro Instructions:

“Provide a narrative overview of programs, services and focus areas for FY 2016-17 and describe your jurisdiction’s waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are **required** as part of the Annual Plan and may be addressed in the narrative portion of your plan *or* in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the **Regional Service Standard: Level and Frequency of Service** table for your jurisdiction. Cooperatives should report on behalf of member jurisdictions. (The table may be left blank if there have been no changes to any elements in your jurisdiction or to those of cooperative members. Please confirm by checking “no changes” as indicated.)
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- d) Participate in at least one regional waste reduction planning group.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).”

Program Overview Narrative

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of: Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to residents and businesses in Rivergrove and Johnson City.

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Clackamas County’s program serves approximately 397,000 residents, as detailed in the table below
 (Source: Portland State University 2015 Oregon Population Report).

Jurisdiction	2015 Estimated Population in Clackamas County
Barlow	135
Canby	16,010
Damascus	10,625
Estacada	3,085
Gladstone	11,505
Happy Valley	17,510
Johnson City	565
Lake Oswego (part)*	34,730
Milwaukie	20,505
Molalla	8,940
Oregon City	33,940
Portland (part)*	762
Rivergrove (part)*	458
Sandy	10,395
Tualatin (part)*	2,864
West Linn	25,605
Wilsonville (part)*	20,476
Unincorporated Clackamas County	179,275
TOTAL	397,385

*City is located and has population in more than one county. This table was not used to generate the funding allocation table on page 8.

Entering FY 16-17, Clackamas County’s Resource Conservation & Solid Waste (RC&SW) program has 8.3 FTE and 11 staff.¹ It is part of the County’s Department of Transportation & Development (DTD). The RC&SW program, in addition to overseeing activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act, administers the County’s integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley. This includes regulatory oversight and solid waste collection planning for the nine franchised garbage and recycling collection companies operating twenty-two (22) franchises, including one County-owned transfer station. The RC&SW program oversees the County’s solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement, staffed by the Public Safety & Compliance program in DTD.

¹ The Clackamas County Refuse & Recycling Association contracts with one RC&SW staff member for 0.6 FTE of additional schools outreach.

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Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County, such as intermittent efforts in sustainable county operations.

Staff responsibilities are generally partitioned as follows:

- 1 Analyst: Residential and community outreach, volunteer coordination (1 FTE) [Currently Vacant]
- 1 Analyst: School education (0.25 FTE County-funded + 0.6 FTE Hauler-funded)
- 1 Seasonal Event Recycling Assistant (0.3 FTE)
- 1 Analyst: Multifamily assistance (0.4 FTE), Recycle at Work (0.4 FTE), (0.2 other)
- 2 Part-time Analysts: Recycle at Work (0.96 FTE) [One Currently Vacant]
- 1 Limited Term Analyst: Commercial food scrap collection program development (0.75 FTE)
- 1 Sr. Analyst: Recycle at Work (0.8 FTE), disaster debris planning and other (0.2 FTE) [Currently Vacant]
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)
- 1 Administrative Assistant: Fee collection, customer service, program support (1 FTE)
- 1 Supervisor

Customer Service

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), email (wasteinfo@clackamas.us), and website (www.clackamas.us/recycling). This information is included in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. With Metro's shift away from the use of the RAWIS Salesforce database, one goal in the upcoming year will be to identify the appropriate customer service tool(s) for tracking our technical assistance and inquiries from the public. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. These pages will continue to be updated. Staff and funding permitting, we will also explore expanded use of mobile technology to promote waste prevention and to direct residents to regional and local resources.

Customer Diversity

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing gradually. This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally appropriate ways. Our most frequently-provided printed item, our guide for recycling at home and work, is available in Spanish, Russian, Chinese [Mandarin], . One part time staff person is fluent in Spanish language and Latino culture.

Service Standard

The County and the cities all comply with the Regional Service Standard.

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Program Requirements

Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A.

Programmatic Highlights by Customer Segment

Residents

The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, Citizen News. In FY16-17, ten (10) pages are planned to be published in three issues. It is delivered to all residential and business mail recipients in the county, approximately 175,000 addresses. In FY 16-17, we will again pursue a complementary a paper and electronic 'insert' in garbage bills to reach customers in a second format.

Recycling guides (now available in English, Spanish, Chinese [Mandarin], Vietnamese, and Russian) are made available to collection companies to distribute to customers where collectors identify improper recycling.

We host an education and outreach tent at the six-day Clackamas County Fair in August. Topics typically include food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling.

We will partner with Metro to include the Healthy Home display and Clackamas River Water Providers to provide water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include Recycling Yes and No's, green cleaners, backyard composting and natural gardening.

Work with Master Recyclers, and event-based outreach, will take greater advantage of the increased resources and messaging for food waste prevention including closer alignment to the Eat Smart Waste Less resources and outreach shared with Gresham, Beaverton, and Washington County.

Staff will continue to explore options to focusing messaging on increasing material quality, including messaging responsive to the most recent residential waste and contamination study.

In this fiscal year, the staff position focused on residential outreach and education, Master Recyclers, and volunteer coordination made significant improvements in support for Master Recyclers and in updating web pages and published materials, but was also vacant for several months. In the upcoming fiscal year we anticipate re-invigorating outreach and education in this area.

Construction & Demolition

In addition to the ongoing outreach and materials we provide to promote deconstruction, waste reduction and reuse of construction materials, we intend to hold at least one workshop that will reconnect with partners in the region, learn the processes currently used by local jurisdictions for building removal and encouraging the use of salvaged building supplies, and to discuss and draft proposed code changes in advance of a 2016 code update.

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Toxics Reduction

In addition to ongoing, standard outreach for toxics reduction, we will develop a presentation to accompany our green cleaner outreach kit, for use by staff and Master Recyclers.

Other

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others.

Event recycling technical assistance will also continue. In 14-15, the program was refocused and revised.

Other waste prevention and recycling outreach activities are detailed in the Maintenance and Expansion of Existing Program tables.

2. Budget Information

- a) Metro Instructions: Provide overall solid waste and recycling budget.

Proposed 16-17 Budget - Resource Conservation & Solid Waste Program*

	Budget Summary					
	FY 13-14 Actual	FY 14-15 Actual	FY 15-16 Amended Budget	FY 16-17 Proposed Budget	Chg from Prior Yr Budget	% Chg from Prior Yr Budget
Beginning Balance	-	-	655,068	605,715	(49,353)	-8%
Licenses & Permits	-	-	1,313,350	1,296,300	(17,050)	-1%
Local Government & Other Agencies	-	-	331,500	354,500	23,000	7%
Fines & Penalties	-	-	2,000	10,000	8,000	400%
Miscellaneous Revenue	-	-	30,500	30,750	250	1%
Operating Revenue	-	-	1,677,350	1,691,550	14,200	1%
Total Rev - Including Beginning Bal	-	-	2,332,418	2,297,265	(35,153)	-2%
Personnel Services	-	-	914,064	893,238	(20,826)	-2%
Materials & Services	-	-	537,537	583,907	46,370	9%
Indirect Costs	-	-	76,519	37,376	(39,143)	-51%
Cost Allocation Charges	-	-	120,959	122,941	1,982	2%
Operating Expenditure	-	-	1,649,079	1,637,462	(11,617)	-1%
Special Payments	-	-	37,500	-	(37,500)	-100%
Capital Outlay	-	-	25,000	40,000	15,000	60%
Contingency	-	-	620,839	619,803	(1,036)	0%
Total Exp - Including Special Categories	-	-	2,332,418	2,297,265	(35,153)	-2%

*Neither revenues nor expenditures include recently revised regional funding estimates from Metro for technical assistance to businesses including commercial food waste reduction.

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Maintenance & Expansion of Existing Programs

ACTIVITY	KEY	STATUS
<u>Description of Activity:</u> What is the activity you are planning to implement?	(O) Ongoing--minor administrative updates and changes only.	
<u>Goals:</u> Why is the activity important and what do you expect to achieve?	(R) Revised--major program policy or implementation adjustments (provide details).	
<u>Strategy and Indicator of Success:</u> How will you implement and how will you measure success?	(N) New--brand new program, or substantially revised or reconstituted (provide details)	

Single-family Residential (Include home composting programs)	
Waste Prevention	Status
Description of Activity: Food Waste Prevention – Raise awareness around the issue of wasted food.	
Goal: Residents gain awareness of the issue of wasted food and learn behaviors and actions that result in less food wasted.	
Strategy: 1. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC). Focus on three of the ESWLC strategies to encourage households to reduce wasted food: <ul style="list-style-type: none"> ● Get smart –measuring how much food is wasted ● Smart storage – keeping fruits and vegetables fresh ● Smart saving – eating what is bought 	R
2. Recruit an AmeriCorps member to help deliver these activities and develop relationships with stakeholders.	N
Indicators of Success: <ul style="list-style-type: none"> ● One article about preventing wasted food at home and the ESWLC will be featured in Citizen News. ● Reduce Wasted Food kit will be updated to include Eat Smart Waste Less Challenge pledge form and other ESWLC materials. ● 4 Community events will include the updated Reduce Wasted Food kit with ESWLC Challenge materials at County-sponsored tables or checked out by Master Recyclers. ● 150 pledges will be received to reduce wasted food at home through the Eat Smart, Waste Less Challenge campaign. 	
Strategy: 3. One continuing education training for Master Recyclers to learn more about preventing wasted food at home and using Eat Smart, Waste Less Challenge resources.	R
Indicator of Success: <ul style="list-style-type: none"> ● 15 Master Recyclers will attend a training to learn about preventing wasted food and Eat Smart, Waste Less Challenge resources available in Clackamas County. 	

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Strategy: 4. Continue to make available other local resources that focus on reducing wasted food, such as Oregon State Extension Service’s food preservation classes and hotline.	R
Indicator of Success: <ul style="list-style-type: none"> At least two links to food preservation resources will be provided on our web site and provided in relevant flyers. 	
Description of Activity: Reduce & Reuse – Promote opportunities and resources to reduce waste and encourage reuse.	
Goal: Residents engage in actions that generate less waste and use existing resources.	
Strategy: 5. Continue to update Reuse flyer which lists local and regional reuse-centered businesses. Emphasize donation and purchasing used materials that results in waste reduction, reuse and helping people in need.	O
Indicator of Success: <ul style="list-style-type: none"> 100 Reuse flyers will be distributed at community events 	
Strategy: 6. Continue to promote alternatives to buying new and local reuse businesses such as thrift stores, consignment shops and used building material stores.	O
Indicator of Success: <ul style="list-style-type: none"> One feature article about alternatives to buying new and reuse businesses will be in Citizen News or other outreach channels. 	
Strategy: 7. Encourage waste reduction and reuse by organizing or supporting Repair Fairs in Clackamas County.	N
Indicator of Success: <ul style="list-style-type: none"> Two Repair Fairs are held in Clackamas County. 	
Description of Activity: Supporting the regional Master Recycler program and Master Recycler volunteers.	
Goals: Citizens learn from Master Recyclers to engage in actions that result in less waste and greater awareness of waste systems in the metro and tri-county regions.	
Strategy: 8. Host and support one course in Clackamas County each fiscal year. (April & May)	O
Indicator of Success: <ul style="list-style-type: none"> Provide enhanced support for Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 4 community events. (County staff will organize and back-fill MR volunteers.) At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community. At least 4 staff presentation given during the MR course. 	

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Single-family Residential (Include home composting programs)	
Recycling	Status
Required: Curbside recycling outreach activity for an existing program. Description of Activity: Curbside Recycling – Outreach to residents about recycling at home.	
Goal: Residents engage in actions that result in more recycling and a better understanding of which materials are recyclable and where to recycle them.	
Strategy: 9. Continue messaging about contamination in recycling and recyclables mistakenly put in the garbage, with a focus on materials identified in the most recent regional waste composition study.	O
Indicator of Success: <ul style="list-style-type: none"> Feature at least one article in Citizen News and provide content for city newsletters or solid waste bill inserts about current recycling topics such as recyclables going into the garbage or garbage going into recycling. 	
Strategy: 10. At community events, tangibly model correct recycling with Recycling Yes/No displays. Continue to provide the Garbage & Recycling guide in 5 languages at events, online and upon request.	O
Indicator of Success: <ul style="list-style-type: none"> 500 Garbage & Recycling guides will be distributed at community events and upon request. 	
Description of Activity: Alternative Recycling Options – Promote recycling at depots and other non-curbside locations.	
Goal: Residents engage in actions that result in further recycling efforts and a better understanding of which materials are recyclable and where they can be recycled.	
Strategy: 11. Continue to maintain the county area Recycling Depot list that features recycling locations for paper, metal, plastics, appliances, electronics, batteries, paint, deposit containers, yard debris and other materials. Promote Paint Care, Call2Recycle and Oregon E-Cycles.	O
Indicator of Success: <ul style="list-style-type: none"> Recycling Depot list will be featured in at least one issue of Citizen News. 	
Strategy: 12. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling.	O
Indicator of Success: <ul style="list-style-type: none"> Feature one ad on redemption of deposit containers in Citizen News. 	

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<ul style="list-style-type: none"> Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising. 	
Description of Activity: Home and Backyard Composting	
Goal: Residents engage in actions that result in managing organic waste at home and gain a better understanding of how and what to compost.	
Strategies: 13. Continue to encourage residents to grasscycle and compost fruit/vegetable scraps and yard debris at home. Provide publications and display materials at community events and upon request. 14. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro). 15. Continue to encourage using finished compost as a soil amendment and mulch in yards and gardens.	O O R
Indicator of Success: <ul style="list-style-type: none"> One article on composting options and resources will be in Citizen News or other outreach channel. Compost at home publications & compost display materials will be provided at local farmers markets, County Fair and other community events. One article or ad on the benefits of using finished compost will be Citizen News. 	

Multi-family Residential	
Waste Prevention	Status
Description of Activity: Promote waste prevention to property managers and residents at multifamily communities.	
Goals: Residents gain awareness of and learn behaviors and actions that result in less waste.	
Strategy: <ol style="list-style-type: none"> Educate property managers through direct outreach, newsletter, events and our website about waste prevention. Distribute information on junk mail and food waste reduction. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC) See <i>Single-family Residential Strategy 1 for more details</i>. Develop a strategy for multifamily audience. Offer presentations and displays regarding waste prevention, recycling and other waste reduction messages upon request. 	O R O
Indicator of Success: <ul style="list-style-type: none"> 50 communities receive waste prevention information. 12 multifamily communities receive presentations or tabling on waste prevention. 	

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Description of Activity: Promote reuse to property managers and residents at multifamily communities.	
Goals: Residents reuse, swap or donate usable household items.	
Strategy:	
4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, Reuse flyer, Community Warehouse door hanger and/or Metro magnet.	O
5. Continue identifying opportunities to coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on on-going basis or after an on-site collection event.	O
Indicator of Success:	
<ul style="list-style-type: none"> • 100 communities receive information about reuse. • 3 communities implements a reuse activity – event or ongoing storage. 	
Description of Activity: Promote technical assistance program to property managers.	
Goals: Property managers are aware of our program and request tools to educate tenants.	
Strategy:	
6. Develop and distribute an electronic property manager’s newsletter that will be delivered quarterly that contains information about waste reduction and recycling topics to keep property managers current and informed about our services. Include reminders about available resources.	R
7. Maintain updated information on the website: www.clackamas.us/recycling and www.clackamas.us/recycling/multifamily	O
8. Highlight program assistance in one issue of Trash Talk.	O
Indicators of Success:	
<ul style="list-style-type: none"> • Newsletter is distributed to roughly 250 property managers for whom we have email addresses. • PMs request materials and assistance. 	

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Multi-family Residential	
Recycling	Status
Description of Activity: Provide technical assistance to communities.	
Goals: Residents recycle often and right.	
Strategy:	
9. Offer assistance to an estimated 50 communities that have not received assistance in the past 2 years.	R
10. Audit 10% of the service level data received from the collectors in May 2016, using site visits.	N
11. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas.	O
12. Educate communities about plastic film recycling options at the grocery store to help reduce the amount in mixed recycling.	N
13. Provide on-site assistance as requested.	O
Indicator of Success:	
<ul style="list-style-type: none"> • 30 additional PMs know about our services. • 70 communities have their service levels verified and adjustments to service needed if identified. • 500 recycling bags are distributed to property managers for residents. • 5 communities set up a source separated film collection to be taken back to grocery stores. • 100 communities receive resources, information and assistance. 	
Description of Activity: Recruit and train an AmeriCorps member to help deliver multi-family pilot project to the 30 communities in Wilsonville and other communities as available.	
Goals:	
<ul style="list-style-type: none"> • Ensure access to recycling services for Wilsonville multifamily residents. • Increase the amount of recyclable materials recovered. • Ensure the recyclable materials collected are high quality. 	
Strategy:	
14. Analyze existing service data to identify communities that could benefit from increased service.	N
15. Identify communities that would better be served by adjustments to enclosure.	N
16. Provide outreach to communities with adequate access–meet with PM and develop strategy.	N
Indicator of Success:	
<ul style="list-style-type: none"> • The 30 communities in Wilsonville pilot program will receive targeted technical assistance including service level adjustments and interviews with PMs to develop targeted outreach to communities. • A replicable model is identified to repeat in other areas throughout the county. 	

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Description of Activity: Begin tracking assistance to low income communities as defined by Section 8 status and explore possibilities to use other variables to measure assistance to under-served populations.	
Goal: To provide equitable service throughout the county.	
Strategy: 1. If a lower percentage of Section 8 communities request service, target outreach to those communities through partnerships, cold calls and mailings.	N
Indicator of Success: <ul style="list-style-type: none"> An equitable amount of service to Section 8 communities. An assessment of other opportunities / data sources, if any, to track equity in multifamily assistance 	

Construction & Demolition	
Waste Prevention	Status
Description of Activity: Provide information about businesses accepting C&D materials to be reused or repurposed.	
Goal: Encourage residents, businesses and organizations to engage in actions that result in greater supply and use of reusable C&D materials.	
Strategy: 1. Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.	O
Indicators of Success: <ul style="list-style-type: none"> Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News. Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events. 	
Description of Activity: Asbestos awareness	
Goal: Promote greater awareness of requirements for asbestos testing and documentation among contractors and homeowners.	
Strategy: 2. Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements.	N
Indicator of Success: <ul style="list-style-type: none"> Permit customers are provided information about these requirements through our website and the DTD lobby 	
Clackamas County will work with haulers and solid waste facility operators to prevent asbestos-containing materials (ACM) from being accepted at neighborhood and community clean-up events where waste is collected. If a waste load from a clean-up event arrives at a Metro transfer station with	

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<p>suspected ACM, the load may be turned away from the transfer station and or the clean-up event organizers may be held liable for costs associated with testing or abatement if ACM is found after the load is dumped.</p>	
<p>Description of Activity: Continue to identify opportunities to modify how Clackamas County and statewide Residential Construction code address deconstruction and salvage.</p>	
<p>Goals: Encourage increased use of deconstruction and salvage techniques.</p>	
<p>Strategy:</p> <ol style="list-style-type: none"> 3. Draft and propose building code amendments that allow deconstructed materials, to be submitted for inclusion in 2017 Residential Construction interim code update. 4. Learn the processes and policies used by jurisdictions for building removal to explore potential for more consistent use of deconstruction and recovery of materials 5. Collaborate with Metro on a forum to share deconstruction policy with a wider regional audience including building code officials 	<p>R</p> <p>R</p> <p>R</p>
<p>Indicators of Success:</p> <ul style="list-style-type: none"> • Inclusion of potential code amendments for consideration in interim code update. • More building code officials in the region are exposed to deconstruction policy alternatives • Summary document is available to building code officials that identifies policy and administrative options that facilitate or encourage deconstruction 	
<p>Strategy:</p> <ol style="list-style-type: none"> 6. Inventory residential properties potentially subject to removal in buildout of the County’s transportation capital improvement plan to identify opportunities for deconstruction 	<p>N</p>
<p>Indicator of Success:</p> <ul style="list-style-type: none"> • A summary is developed of any such properties. 	
Recycling	
Status	
<p>Description of Activity: Distribute Metro Salvage and Recycling Toolkit to appropriate high traffic areas.</p>	
<p>Goal: Provide residents, businesses and organizations with a tool allowing them to quickly locate a site that will recycle or reuse their C&D materials.</p>	
<p>Strategy:</p> <ol style="list-style-type: none"> 7. Distribute toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events. 	<p>O</p>
<p>Indicators of Success:</p> <ul style="list-style-type: none"> • Supply 400 toolkits and carpenter’s pencils in DTD lobby resource area. Regularly stock. • Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request. 	

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Toxicity Reduction	
Waste Prevention	Status
Description of Activity: Safe Alternatives – Promote alternatives to toxics	
Goal: Residents, businesses and organizations engage in actions that result in using less toxics.	
Strategy: 1. Continue outreach to residents about using less toxics at home, including using green cleaners.	O
Indicator of Success: <ul style="list-style-type: none"> • Alternatives to toxics and using green cleaners will be featured in at least one issue of Citizen News or as an insert in solid waste bills. • Feature the Green Cleaners display and activity at 3 community events. • Distribute 300 Green Cleaner booklets at Wellness Fairs and other community events. 	
Strategy: 2. Green Cleaner presentation will be developed to accompany the Green Cleaner display and activity for use by county staff and Master Recyclers.	N
Indicator of Success: <ul style="list-style-type: none"> • 3 Green Cleaner presentations at community groups or multifamily communities by staff or Master Recyclers. • 15 Master Recyclers will attend a training about the Green Cleaner presentation, kit and activities. 	
Strategy: 3. Continue to promote Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.	O
Indicator of Success: <ul style="list-style-type: none"> • Distribute 300 Healthy & Safe Metro coupon booklets and Household Hazardous Waste flyer at community events. 	
Recycling	Status
Description of Activity: Promote locations, including the Metro Hazardous Waste Facilities, for safe disposal of toxic household materials.	
Goal: Residents engage in actions that result in a better understanding of which materials are potentially toxic and their safe disposal options.	
Strategy: 4. Continue to promote the Metro Hazardous Waste Facilities for safe disposal of unwanted toxic hazardous materials. <ul style="list-style-type: none"> • One or more ads or articles will be featured in Citizen News. 	O
Strategy: 5. Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request.	O

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Indicator of Success: <ul style="list-style-type: none"> Distribute 50 brochures - Clackamas River Water Providers “How to properly dispose of unwanted medication” at community events. Distribute 50 brochures – Metro “Safe disposal of medical syringes” at community events. 	
Strategy: <ol style="list-style-type: none"> Continue to encourage electronics recycling at Oregon E-Cycles and other electronics recycling locations. Continue to provide links on our website and include it on our Recycling Depot list. 	O
Indicator of Success: <ul style="list-style-type: none"> At least one article or ad on Oregon E-Cycles will be featured in Citizen News. 	

Other	
<i>Required Elements (may be addressed here or in narrative portion of the plan)</i>	Status
<ol style="list-style-type: none"> Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table. See below. 	
<ol style="list-style-type: none"> Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We will review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above. 	
<ol style="list-style-type: none"> Participate in at least one regional waste reduction planning group. Clackamas County will continue to actively participate in regional waste reduction work groups that address commercial technical assistance (formerly Business Recycling Work Group), residential/community waste reduction (Local Government Waste Reduction Coordinators), the Multifamily project team, as well as the Solid Waste Directors’ group. Time permitting, Clackamas County may also participate in other materials management related work groups or initiatives including those around disaster debris planning, data collection, and SWAAC. 	

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Waste Prevention	Status
Description of Activity: Oregon Green Schools - Support the OGS program within schools.	
Goal: Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.	
Strategies: <ol style="list-style-type: none"> 2. Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program. 3. Support schools through the process of becoming OGS certified 4. Conduct waste audits in schools and assist with waste reduction goals within schools 5. Celebrate green school certification within schools at assemblies. 	 O O O O
Indicators of Success: <ul style="list-style-type: none"> • Minimum of 25% OGS certification of Clackamas County schools. • Student participation in audits 	
Description of Activity: Schools Mini-Grants - Provide waste reduction mini-grants to schools after successful completion of an application.	
Goal: Support waste reduction in schools throughout Clackamas County.	
Strategy: <ol style="list-style-type: none"> 6. Review grant applications to make sure they support projects that are likely to reduce waste in schools. 	O
Indicator of Success: <ul style="list-style-type: none"> • Proven cost savings or waste reduction in schools after project implementation. 	
Description of Activity: School Waste Reduction Packet - Prepare and distribute annual waste reduction packet to all schools in Clackamas County.	
Goal: Provide information about how to reduce solid waste generated by schools.	
Strategies: <ol style="list-style-type: none"> 7. Identify waste reduction opportunities for schools. 8. Continue to refine list of best contact at each school to receive the annual packet. 	 O O
Indicator of Success: <ul style="list-style-type: none"> • All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked. 	

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Description of Activity: School Presentations - Deliver classroom waste reduction presentations as requested.	
Goal: Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.	
Strategy:	
9. Present different actions for students to take to practice waste reduction in their daily lives.	O
10. Offer a presentation on food waste prevention geared toward a high school audience	N
Indicator of success:	
• Students commit to one waste reduction action by the end of each presentation.	
Description of Activity: Track assistance to low income schools as defined by Title 1 status.	
Goal: To provide equitable service throughout the county	
Strategy:	
11. If a lower percentage of Title 1 schools request service, target outreach to those schools through cold calls and mailings.	N
Indicator of Success:	
• An equitable amount of service to title 1 schools	
Description of Activity: Language Accessibility – Translate messaging and publications	
Strategy:	
16. Explore translating the Recycling Depot List into the same 5 languages as the Garbage & Recycling Guide.	N
Indicator of Success:	
• Recycling Depot list is available in at least 2 additional languages.	
Recycling	Status
Description of Activity: School Assistance- Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County	
Goal: Increase recycling and /or composting awareness and capability among students, school staff and faculty.	
Strategies:	
12. Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the quarterly “Trash Talk” publication, cold calls and e-newsletters.	O
13. Provide recycling containers and signage on request	O
14. Provide annual yes/no recycling information to schools	O
Indicator of success:	
• Track requests for recycling and composting technical assistance	
• Provide technical assistance to a minimum of 50 schools	

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Description of Activity: School Recycling Audits - Conduct an audit of material found in recycling bins with interested schools	
Goal: Reduce contamination in recycling, identify waste reduction opportunities	
Strategies:	
15. Spot-check, document and correct recycling for contamination through education	O
16. Identify opportunities for waste reduction (example: make sure paper is used on both sides before being placed in recycling bin).	O
Indicator of success: Improvement over time, as seen by spot checks and follow-up audits. This is a baseline year, as we have not tracked this in the past. We will generate interest through the Oregon Green Schools certification process and we will offer this service when we are providing technical assistance to schools.	
Description of Activity: Event Recycling Assistance	
Goals: Provide free event recycling assistance for community events in Clackamas County	
Strategy:	
17. Continue to provide event recycling containers and resources for collecting cans and plastic bottles.	O
Indicator of Success: At least 50 events will be served with event recycling containers and materials	
Description of Activity: Neighborhood Cleanup Events	
Goals: Support cleanup events where proposed	
Strategy:	
1. For cities with historically earmarked cleanup funds, continue to provide funding support consistent with those funds in the next fiscal year.	O
2. Where the County is asked to support a city cleanup, either as collection event or a curbside bulky waste collection week, provide information through the city prohibiting the placement or collection of asbestos containing materials (ACM), and direct participants to information from DEQ and Metro on responsible handling of ACM.	
Indicator of Success: Cities requesting support for their cleanup events that include recycling and reuse will receive up to their historically earmarked funding. Public is informed of regulations pertaining to ACM.	

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Recycle at Work

Complete the following table listing specific efforts planned for completion during this fiscal year. For additional goals, strategies and indicators copy and repeat the table format. For final report, include a narrative of successes, challenges and enforcement actions taken on Business Recycling Requirements.

Status Key:

- (O) Ongoing
- (R) Revised
- (N) New
- (C) Complete

Annual Outreach Plan	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations.	
Strategy: <ol style="list-style-type: none"> 1. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed. <ul style="list-style-type: none"> o Offer recycling refresher trainings at staff meetings o Continue assistance to County Parks to improve in-park recycling (this may include improved recycling at Metzler and Eagle Fern, and Carver Boat Ramp). 2. Tour county buildings with Facilities staff to review and discuss recycling access options, including for new construction and renovation. 3. Continue educating County employees about recycling, toxics reduction, and waste prevention through the Wellness, Safety and Sustainability Fair, communication, and intranet content. 4. Continue developing stronger relationships with our cities. <ul style="list-style-type: none"> o Work with cities to keep their education materials on the web current. o Encourage co-messaging with fee or other related notifications. o Reestablish contact to receive new business lists. o Encourage cities to participate in Leaders in Sustainability (LiS). 	1. O R N 2. O 3. O 4. R
Indicator of success: <ul style="list-style-type: none"> • Confirm all county departments and buildings are in compliance with BRR, including update signage. • Reach 300 county employees at our Wellness Fair table. • City staff has a better understanding of the services we provide businesses in their community and support promoting our services. • 2 cities become LiS certified. 	

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New Businesses (required)	
Goals: Establish and grow our working relationships with new businesses.	
Strategy:	5. O
5. Utilize mailings, advertising, Chamber of Commerce events, cold calling and newsletter content to draw new businesses into requesting our technical assistance.	6. R
6. Identify a list of businesses who are candidates for cold calls that we haven't visited within the past year, to inform of our services.	7. O
7. Work with collectors to continue receiving new commercial account information in order for specialist to provide information to the new businesses. Continue distributing new account letter and resource order form that includes recycling and waste prevention information and direction on how to contact us for in-depth evaluations.	8. N
8. Partner with our Health Department to receive account information about permits for food service businesses that are new or in process of a large remodel.	9. O
9. Work with our permitting department to inform our program when a new business has received final occupancy so we can follow up with business at store opening.	10. O
10. Continue partnering with Chambers of Commerce by attending events and providing information for electronic distribution to their members.	11. R
11. Reestablish contact with our Cities to receive new business list.	
Indicator of success:	
<ul style="list-style-type: none"> Engage 12 new businesses in LiS Certification or recertification. Collectors and Health Department provide us with quarterly new account information. New business customers receive information about requirements and our services that lead to requests for technical assistance and possibly food waste reduction assistance. Maintain an ongoing relationship with Chambers. 	

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Target Businesses that are Underserved or Underrepresented (optional)	
Goals: Ensure our services are equitably delivered, reaching underserved and underrepresented businesses and employees.	
Strategy:	
12. Form partnerships with Hispanic Chamber, Clackamas Community College ESL program, School District Migrant Liaisons/Recruiters, OAME.	12. N
13. Attend Latino Resource Fairs and other events to make our services known in the community	13. O
14. Continue expanding the number of resources available in other languages (examples include materials, phone messaging system, and translation card) Candidate languages for materials include Spanish, Russian, Simple Chinese, Vietnamese, Thai and Korean.	14. R
15. Targeted outreach to Mexican and Asian restaurants (with translated resources and interpreting services).	15. N
16. Create a record of businesses where English is not the primary language used with some or all staff.	16. N
Indicator of success:	
<ul style="list-style-type: none"> • Translate 2-3 resources into candidate languages. • Attendance and engagement at 4 events. • Increased interaction with previously underserved (due to language barrier) businesses. • Analyze information gathered from the record of businesses. 	
Target Business Sectors, Institutions or Materials (optional)	
Goals: Expand the recovery of film plastic in the county.	
Strategy:	
<ul style="list-style-type: none"> • Research current practices of film plastic disposal and recycling among businesses. 	N
Indicator of success:	
<ul style="list-style-type: none"> • Business are informed about how to handle plastic bags and film • Develop a profile of what large generators are currently doing with film plastic to inform options for improved film recovery. 	

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Other commercial waste prevention, or waste reduction activities (optional)	
Goals: Enhance the Leaders in Sustainability Program.	
Strategy: <ul style="list-style-type: none"> Evaluate the LiS program and consider making improvements to better align with waste reduction and sustainability outreach provided through the program. Evaluate resources and incentives offered to participating business (such as containers, durable dishes etc.). 	R N
Indicator of success: <ul style="list-style-type: none"> Update key program materials such as the evaluations, leave behind, website and other outreach materials to align with adjustments. 	

Supplemental Narrative:

Recycle at Work is implemented through Clackamas County’s Resource Conservation & Solid Waste program within the Department of Transportation and Development. The program, supported in part through regional RAW funding, provides technical assistance to businesses on waste prevention, recycling and toxics reduction with a heavier focus on food waste reduction over the next two year cycle. In FY16-17 the program is budgeted to be staffed at 2.1 FTE.

Staff will continue providing onsite technical assistance in the adoption of waste reduction and sustainability practices and Business Recycling Requirement compliance services to businesses.

Clackamas County’s Sustainability Analysts will support regional outreach campaigns and utilize the tools and resources developed by the regional CWG work group. Staff will attend specialist roundtables and participate in any training activities developed.

The County has implemented an internal performance measurement program called Performance Clackamas. Completed follow-ups and the number of businesses agreeing to implement a key practice has become a main performance measurement that was originally created to support prior Metro performance goals.

Business Recycling Requirement

Compliance with Business Recycling Requirements (BRR) ultimately rests with the local jurisdiction in which a business’s address falls. Clackamas County Resource Conservation & Solid Waste supports business compliance in unincorporated Clackamas and participating incorporated cities by providing technical assistance and notification to businesses we encounter that do not meet the requirement. Businesses that are not recycling according to a local government’s requirement and do not accept assistance may be referred to the city or county’s code compliance program. For unincorporated Clackamas County, the county code Title 10, 10.03.145 Business Recycling Requirement allows for enforcement actions as a Priority 1 Violation.

**Metro and Local Government
Annual Waste Reduction Work Plan**

FY 2015-16 End-of-Year Report for Annual Program Tasks

July 2016

The report is due to Metro by August 1, 2016.

Instructions: Please list all tasks from your jurisdiction’s approved FY 2015-16 plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

Status Key:

- C = Complete (task has been completed as planned)
- O= Ongoing (task continues into next Plan Year)
- R = Revised (explain program, policy or implementation adjustments made)
- I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)
- N = New (new program added that was not in your FY 2015-16 plan)

Recycle at Work

Recycle at Work Outreach Strategy	
Target audience, goals, and outreach strategy	Status and Implementation Notes
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations around our 14 key practices.	
Clackamas County Facilities	
<p>Strategy:</p> <ol style="list-style-type: none"> 1. Ensure BRR compliance, updating signage at waste stations and recycling centers, as needed. 2. Explore touring county buildings with Facilities staff to review and discuss recycling access options, including for new construction and renovation. 	<ul style="list-style-type: none"> • 1 and 2. Ongoing (Aug. 2015) Staff assisted with access issues in county buildings, where the glass was not being picked up due to the gate access and irregular pickup <ul style="list-style-type: none"> - Abernethy complex, glass bin across from motor pool not serviced regularly, needed to notify hauler - Public Health, 1425 Beaver Creek, 998 Library Court, on the corner of Beaver Creek and Warner, blue glass container not emptied regularly, notified hauler - Sheriff’s Office boat house received a ClearStream container for deposit containers • (Sept 2015) Staff conducted a walk-through with facilities staff at the

	<p>LINCC and Passport offices in the Silver Oak Building on the Red Soils Campus. Staff followed up with special signage and provided contact info for future questions or needs.</p> <ul style="list-style-type: none"> • (Dec 2015) Staff provided recycling containers to the Gladstone Clinic and relayed building issues to facilities regarding custodial cleaning issues not being addressed • (Jan 2016) Staff provided 4 desk side bins for mixed recycling and signage for employee break and lunch areas to the District Attorney's office in downtown Oregon City. 3 desk side bins for mixed recycling, 1 glass container and one RAW box were provided to the county Jail staff, along with posters and decals in employee and public areas of the jail. • (March 2016) Staff provided 2 large recycling containers to the McBrod Community Correction Facilities and set them up with composting service.
<p>Indicators of success:</p> <ul style="list-style-type: none"> • New posters are posted and employees are updated on recycling. • Confirm all county departments and buildings are in compliance with BRR. 	<ul style="list-style-type: none"> • Staff ordered more supplies of garbage & recycle posters and decals used at internal built-in containers. • Staff conducted site visits of new or remodeled along with Facilities staff (Sheryl Hall) when requested. New posters and bins were provided to remodeled County buildings, including work groups – LINCC, Passport Services, Gladstone Clinic, District Attorney's Office and County Jail.
<p>Strategy:</p> <p>3. Continue educating County employees about recycling, toxics reduction, and waste prevention through the Wellness, Safety and Sustainability Fair, communication, and intranet content.</p>	<ul style="list-style-type: none"> • 3. Ongoing (December 2015) Staff teamed up with internal departments to plan the upcoming theme and key messages for Clackamas County's Employee Health, Wellness and Sustainability fair. The focus of this year's fair was – 'Be your own hero'. Our booth distributed information on toxics reduction, natural gardening and collected batteries for recycling. Questions about recycling and paper reduction were also answered.
<p>Indicator of success:</p> <ul style="list-style-type: none"> • Reach 300 county employees at our Wellness Fair table. 	<ul style="list-style-type: none"> • Over 330 interactions were counted during the Fair. Employees took lots of our printed materials as well as over 300 ant bait samples.
<p>Other Government Facilities</p>	

<p>Strategy:</p> <p>4. Staff will conduct a city “tour” to introduce our new Leaders in Sustainability (LIS) program and offer in-depth evaluations to move them towards certification.</p>	<ul style="list-style-type: none"> • 4. Ongoing Staff connected with mayors in West Linn and Milwaukie, and city staff in Canby, Happy Valley, Lake Oswego and Wilsonville to introduce our LIS program and find ways to partner on waste reduction and recycling.
<p>Indicators of success:</p> <ul style="list-style-type: none"> • 2 cities request in-depth evaluations and apply to become LIS certified. • City staff has a better understanding of the services we provide businesses in their community and support promoting our services. 	<ul style="list-style-type: none"> • The City of Happy Valley was certified, Wilsonville, Canby and Lake Oswego are working on it. • West Linn Public Works partnered with staff on educational outreach to address nuisance businesses. Relationships were enhanced with the Cities listed above and ongoing relationship building will continue next year.
<p>New and Medium-Sized Businesses (required)</p>	
<p>Goals: Establish and grow our working relationships with new and medium-sized businesses by offering in-depth evaluations focused on the 14 key practices.</p>	
<p>Strategy:</p> <p>5. Increase partnerships with property managers of multi-tenant buildings and business parks to provide information to all new tenants.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> • 3 new property management companies become partners with RAW and they agree to include our information in tenant welcome packets. <p>Strategy:</p> <p>6. Discuss providing information to new businesses with haulers. A new business account flyer will provide businesses with recycling and waste prevention information and direction on how to contact us for in-depth evaluations.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> • New business customers receive materials from hauling companies and 10 new businesses request technical assistance. 	<ul style="list-style-type: none"> • 5. Ongoing Staff created a letter directly for PMs detailing Business Recycling Requirements, our resources and assistance for property managers to use with their tenants. Mailed to 164 businesses identified under state Naics codes data (53112, 53113, 53121, 531312). Followed up with PMs we already have good relationships with and 5, that we are aware of, are including information in move-in information for new tenants. • Staff established new relationships with ROIC, Deering, Danielsons, Doug Bean and American Property Management • 6. Ongoing A letter directed at new accounts was created and distributed when new businesses are identified. Staff started receiving new account information from some of our collectors after Q1 to follow-up with. • To date we have connected with the 13 new businesses we received from 2 of our collectors.

<p>Strategy:</p> <p>7. Work with our permitting department to inform RAW staff when a new business has received final occupancy so we can follow up with business at store opening.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> Permitting department agrees to notify staff of new businesses in Unincorporated Clackamas which has no business license list. <p>Strategy:</p> <p>8. Continue Chamber e-blasts and attending meetings when feasible.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> 5 new businesses contact us to become LIS certified. 	<ul style="list-style-type: none"> 7. Ongoing A formal process was not created, however we did receive a few COO notices from our permitting department. We hope to formalize a process next year in addition to information we are now receiving from our Health Department about new and remodel permits for food generating businesses. 8. Ongoing Ads were placed in e-blasts and print in Lake Oswego, West Linn, Oregon City, North Clackamas and possibly in Molalla. Staff attended 8 Chamber meetings/events in Happy Valley Lake Oswego, North Clackamas, Oregon City, and West Linn and hosted 1 event in Oregon City that had over 75 attendees. It is unclear how many businesses came to us through connections with the Chambers.
<p>Moving More Businesses to In-depth Status (required)</p>	
<p>Goals: Engage businesses with in-depth assistance using our new Leaders in Sustainability program offerings</p>	
<p>Strategy:</p> <p>9. Conduct direct outreach to property managers offering LIS certification and support tenant outreach campaigns to encourage requests for an evaluation.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> 10 tenants request an evaluation to become LIS certified. 3 property managers agree to partner with us and promote our services. <p>Strategy:</p> <p>10. Continue our success in working with retirement facilities and showcase our work to other facilities we have not worked with.</p>	<ul style="list-style-type: none"> 9. Ongoing See details under #5. Additionally, we continued to support efforts with Norris, Beggs and Simpson brown bag lunch and lobby events and Danielson Properties. Staff established new relationships with ROIC, Deering, Danielsons, Doug Bean and American Property Management. 1 tenant at a Danielson property became LIS certified 10. Ongoing We worked closely with 7 retirement communities throughout the fiscal year providing staff trainings, completing a waste audit, accessing composting services, identifying other opportunities for sharing between the industry and other ongoing technical assistance. 3 retirement communities participated in our LIS event in May

Indicator of success:

- 1 new retirement facility requests assistance or compost service

Strategy:

11. Continue to work with BRWG on Multi-jurisdictional outreach opportunities. Staff will support the Albertson/Safeway project and partner with the Oregon Food Bank to increase food donation.

Indicator of success:

- BRWG supports a new regional project that supports waste reduction and recycling goals.
- Regional grocery group kicks off a regional recycling/composting program for Albertsons/Safeway.

Strategy:

12. Create new outreach materials to conduct direct in person outreach to businesses promoting LIS certification and offering an in-depth evaluation.

Indicator of success:

- Our new LIS outreach materials help Specialists more effectively generate leads and develop new relationships.

Strategy:

13. Conduct direct outreach to previous BRAG members letting them know their certification has expired and encourage an in-depth evaluation to support recertification through LIS.

Indicator of success:

- BRAG members apply for LIS certification.

Strategy:

14. Drive traffic to our new webpage that showcases our services around in-depth assessments and LIS certification.

where we had a break out table top discussion by sector and they were able to learn from each other.

- Town Center Village, Rose Villa and Willamette View tried out composting service and we intend to organize an event for this sector to learn more from each other.

- **11. Incomplete** With all the changes announced regarding BRWG and the RAW program, along with Albertson/Safeway having some reorganization and our partner their moving into a new role it is my understanding that a regional project did not come to fruition this past year.

- **12. Complete** A new flyer was produced in support of our Leader in Sustainability program and is our primary leave behind while doing outreach. We've also enhanced our website for businesses to request a consultation, download the application, and download other resources needed through the process.

- **13. Complete** A letter was sent to all existing BRAG members and direct outreach was completed sharing information about the new program. Several BRAG members were part of the focus group held while redesigning the program.

- 3 previous BRAG members are now LIS certified and 5 more are in the process.

- **14. Complete/Ongoing** We highlighted our website in several ads including in Citizen News-Trash Talk, The Green Living Journal, Chamber e-blasts and several spots light articles in Pamplin Media newspapers.

<p>Indicator of success:</p> <ul style="list-style-type: none"> Website completion and Green Business Directory is populated with certified businesses. 	<ul style="list-style-type: none"> Phase 2 updates were published on the website just before our event in May. There are still additions that need to be made.
<p>Target Businesses that are Underserved or Underrepresented</p>	
<p>Goals: Deliver services equitably and reduce barriers to participation faced by underserved and underrepresented businesses.</p>	
<p>Strategy:</p> <p>15. Evaluate RAWIS data and compare our time in each jurisdiction to our allocated funding to ensure all communities are served.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> All jurisdictions receive a proportional level of assistance in their community from RAW Specialists. <p>Strategy:</p> <p>16. Evaluate resources that need to be translated and in what languages.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> Recycling information is translated into three languages and offered in person and website. <p>Strategy:</p> <p>17. Assess geographic locations to provide direct outreach to Spanish speaking workers. Hire a part-time staff person who speaks fluent Spanish to conduct this work.</p> <p>Indicators of success:</p> <ul style="list-style-type: none"> 2 businesses request employee training in Spanish. 	<ul style="list-style-type: none"> 15. Complete/Ongoing We reviewed time spent in each jurisdiction twice during the past fiscal year and refocused efforts to ensure more equitable service across the County. 16. Complete/Ongoing In July, 2016 we evaluated our RAW resources and prioritized them for translation. We added Spanish to our Recycling/Landfill posters (available as primary education tool and to download online) and have English/Russian available to print on demand. Additionally, our Recycle Guide was translated into 4 of the most widely spoken languages in Clackamas County and also available on our website. 17. Complete/ Ongoing We determined that Sandy, Molalla, Canby, Oregon City, and Clackamas have the largest number of Spanish-speaking employees. Certain sectors, such as hospitality and restaurants, landscaping, construction, have many Spanish-speaking workers who could benefit with training in Spanish. Employees were trained in Spanish at 5 restaurants (Mazatlan, Don Chico's, San Blas Mexican Restaurant, El Charrito and Taco Del Mar), one small grocery (La Espiga) and a bakery (Las Delicias)

<ul style="list-style-type: none"> County hires a part-time employee who speaks Spanish. 	<ul style="list-style-type: none"> Lisa started in June 2015 and was able to offer assistance to a variety of businesses in Spanish.
Target Business Sectors, Institutions or Materials (such as organics)	
Goals: Increase in-depth evaluations and meet movement to change goals within our priority sectors. Increase commercial food scrap program participation.	
<p>Strategy:</p> <p>18. Institutions Staff will reach out to our Community Colleges, Universities and Trade Schools to engage them in LiS certification and encourage student green teams to take on projects that can help their school become certified.</p> <p>19. Hospitality Conduct direct outreach to the hospitality sector (hotels, restaurants, retirement facilities, resorts) and encourage an in-depth evaluation, apply for LIS and engage food waste prevention discussions where possible. Staff will support Metro’s outreach campaign to restaurants.</p> <p>20. Organics In cities that already offer commercial food scrap collection, continue to reach out to restaurants offering food scrap collection service and offer any food waste reduction resources developed out of the Metro outreach campaign.</p>	<p>18. Ongoing Staff reached out to 4 Colleges/Trade Schools in Clackamas Co. Of those, we worked closely with Marylhurst University doing a waste audit, participating in Green Team Earth Week events and getting them Gold certified in our recognition program and CCC Harmony Rd Campus – Small Business Development Center (SBDC). At SBDC we shared information about LiS, our services and began building a relationship with an Instructor/Business Counselor that teaches Building Contractor courses in Spanish. An ongoing partnership was initiated. All others were informed of our service and LiS.</p> <p>19. Complete/Ongoing A hotel version of the checklist was created in preparation for this effort and staff conducted direct outreach to all hotels listed in state data in March/April 2016 using the EPA Sustainable Lodging Workshop as a lure.</p> <p>20. Ongoing Compost- Currently we have approximately 55 participants in urban Clackamas County, we will continue to use in-depth analysis, cold calls and messaging/education to support program implementation.</p> <p>Food Donation- A county-wide assessment of emergency and supplemental food sites has been done to understand infrastructure needs to inform future work any potential support we may offer. A large gap that has been identified as a result of this assessment is the inability to capture prepared foods from restaurants and</p>

<p>21. Grocery Staff will reach out to all new Haggen stores to encourage in-depth evaluations, compost set up and employee training. We will continue our partnership with the regional grocery group and the Oregon Food Bank. Supporting food donation with Safeway will be tracked and offer assistance where needed.</p> <p>22. Office Staff may choose a specific key practice or material to help develop relationships. Geographic outreach will help us reach offices that are in each jurisdiction.</p> <p>Staff will continue to offer fluorescent light boxes to businesses and encourage lamp recycling.</p> <p>Indicators of success:</p> <ul style="list-style-type: none"> • We see an increase in businesses assisted in priority sectors. • Participation in food scrap collection increases in cities with the service. 	<p>grocery stores, due to its time sensitive nature, need for refrigeration and lack of packaging.</p> <p>21. Incomplete/Ongoing All Haggen stores in Clackamas County are now closed following their bankruptcy. For the rest of the major grocers in Clackamas County, approximately 10 locations are participating in the compost program. We will continue to work with grocers using in-depth evaluations to identify opportunities and support program implementation of compost. For food donation, all of the major grocers participate on some level, we will partner with OFB and work with grocers 1:1 to determine if these stores are donating all food that is viable and useful and help devise tools and processes to fulfill donation potential.</p> <p>22. Ongoing Staff identified businesses sustainability interests and let their prioritized guide which practices we assisted with— green cleaners and paper reduction were two common practices that emerged as needing the most technical assistance on or common interest.</p> <p>(14) 4-foot boxes were distributed along with educational materials about proper disposal to businesses.</p>
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Recycle at Work Annual Report Narrative

Recycling and Waste Prevention

As is typical, this year staff sought out and encountered businesses that were not set up with recycling or meeting BRR requirements. For example, staff worked with Securus Contact Systems to set up recycling at their call center and also worked with Microsoft Surface HUB and Dave’s Killer Bread to set up proper recycling and plastic film collection.

Focusing on plastic film during outreach in light industrial areas has helped us get our foot in the door. We have offered large clear bags for businesses to collect film, helping set the standard for proper preparation of the material. The challenge staff have been experiencing, which we believe

Metro and local governments can address through new policy, is the inconsistent message from MRFs and some haulers. While some accept the material, others are not or are willing to accept the material on a case by case basis.

Leaders in Sustainability Recognition Program

The Leaders in Sustainability recognition program provided us with an opportunity to work in-depth with a variety of businesses in Clackamas County and track movement-to-change. The program focuses on actions around material management, water and energy conservation, transportation and employee and community engagement. Of the 30 Leaders in Sustainability businesses, staff certified 24 this fiscal year. Another 35 are in the process of becoming certified.

Many businesses found it challenging to implement required actions. After working with staff, 16 certified businesses like Zana Construction and Marylhurst University switched to using recycled-content paper. Likewise, 15 businesses including West Linn Paper Company and Menchie's Yogurt began using third-party certified green cleaners.

In addition, businesses reviewed their practices and approved and implemented sustainability policies, particularly around environmentally preferable purchasing and energy conservation. Marylhurst and Lake Oswego United Church of Christ

Businesses such as Rockwell Collins and Sandy Action center began composting food scraps. Waste reduction was achieved through the use of durable dishes at 11 certified businesses including the Sandy Action Center and LUSH Cosmetics.

Enhanced recycling and waste reduction is a focus for the majority of the LiS businesses with some highlights being: washable towels at 18/8 Men's Salon, extra recycling of hard plastics at New Seasons and Marylhurst University, tire, tube and plastics recycling at Bike Gallery, plastic bags and batteries at City of Happy Valley, and restricted use of hazardous materials from suppliers at Microsoft.

Successes and Challenges

Property Managers

In effort to establish relationships with property managers, staff created a letter detailing Business Recycling Requirements and our resources and assistance that property managers could use for their tenants. The letter was mailed to 164 property managers and 30 were returned as undeliverable. County staff has good relationships and contacts with 2-3 large property managers and had success in establishing 2 more relationships. Overall, the letter is useful, but property managers are still busy and challenging partners.

Hospitality

Staff focused outreach to hotels using the Portland EPA Sustainable Hospitality Workshop and the Leaders in Sustainability hospitality application as conversation starters to detail our services and garner interest in enhanced materials management. Few attended the workshop, and there was limited interest and response in this sector.

Administrative Information—Expenditures and Staffing

In FY 15-16 two full time regular staff resigned for other opportunities, resulting in extended vacancies and reduced FTE in a number of areas, including Recycle at Work. Julie Gilbertson resigned in January 2016 and Shannon Martin resigned in February 2016. While Sherri Dow

returned part-time to fill in for some of Julie's duties, both positions remained vacant and will be filled in August 2016.

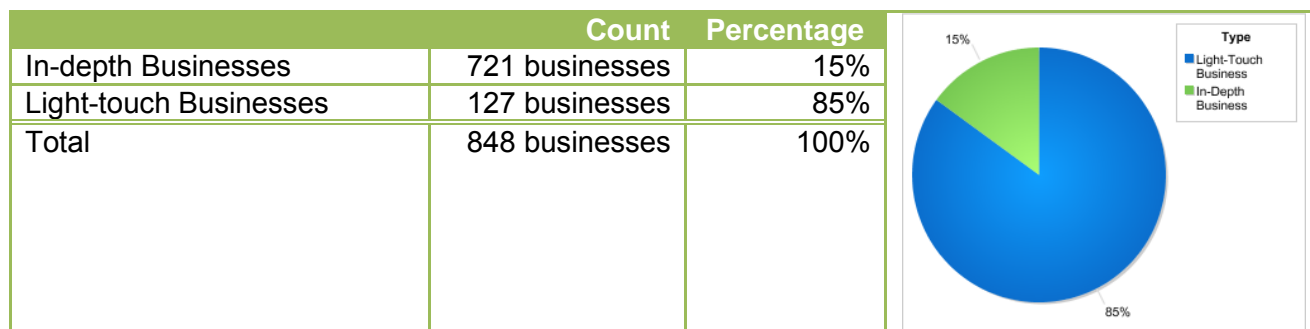
\$266,547	Value of Budgeted RAW Salaries & Benefits for FY 15-16	
\$235,510	FY 15-16 Salaries & Benefits Costs Apportioned to RAW, Based on Actual Staffing	
\$118,662	Metro Funds	50.4% of actual
\$116,848	County Funded	49.6% of actual

Program Staff	Title	RAW FTE	Months	Value (FTE x Fraction of Year x Annual Salary & Benefits)	Funding Source
Eben Polk	Supervisor	0.10	12	\$15,799	County
Sherri Dow	Sustainability Analyst	0.10	8.5	\$1,862	County
Julie Gilbertson	Sustainability Analyst	0.10	7	\$6,019	County
Kelly Stewart	Sustainability Analyst	0.5	12	\$56,178	County
Shannon Martin	Sr. Sustainability Analyst	0.90	8	\$80,215	RAW/ County
Julane Potter	Part Time Exempt	0.48	12	\$30,329	Recycle At Work
Lisa Clifton	Part Time Exempt	0.48	12	\$28,952	Recycle At Work
Laurel Bates	Part Time Exempt	0.25	12	\$16,156	County
		Total Adjusted FTE: 2.49 (FTE x Fraction of Year, Summed)		\$235,510	
Overhead Costs Associated with RAW Labor				\$162,501	
Fleet (est.)				\$4,000	
Publications, marketing, decals, schools mini-grants, and materials				\$55,900	
Mileage				\$300	
Total RAW Expense				\$458,211	

Activity Measures

Numbers of Businesses Assisted

Provide the number and percentage of in-depth and light-touch businesses assisted in the current program year (July 1 through June 30).



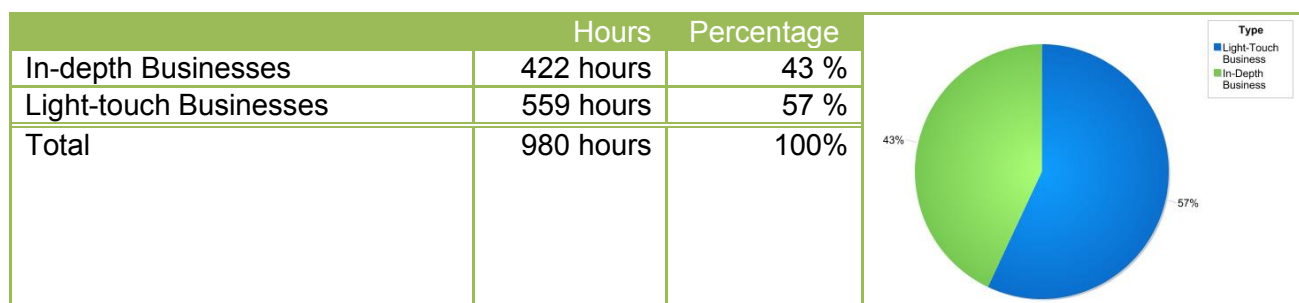
Note: when comparing number of in-depth businesses assisted, differences in jurisdictions such as staffing levels, average business size, industry sectors, geographic distribution, employee and manager receptiveness to changing practices, and other factors should be considered.

Provide the numbers of in-depth businesses assisted in each of the size and sector categories for the current program year (July 1 through June 30).

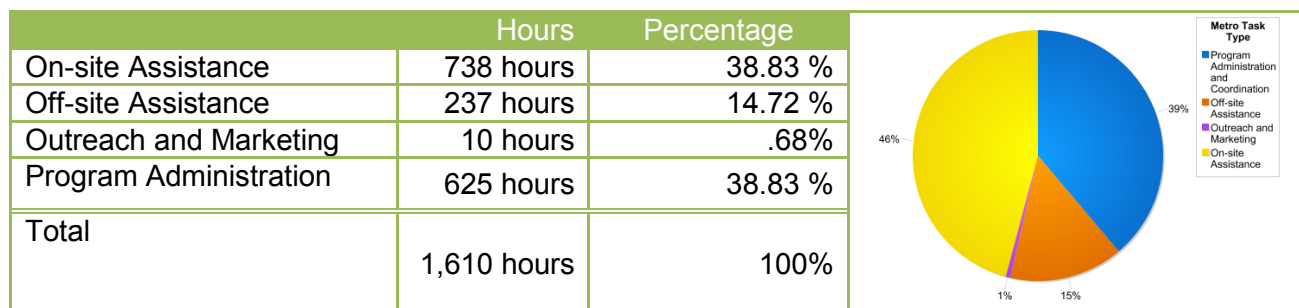
	In a priority sector	Not in a priority sector
Fewer than 20 employees	7 businesses	54 businesses
20 to 99 employees	12 businesses	35 businesses
100 to 250 employees	4 businesses	7 businesses
More than 250 employees	2 businesses	5 businesses

Time Spent Assisting Businesses

Provide the percentage of time spent assisting in-depth businesses compared to the time spent assisting light-touch businesses in the current program year (July 1 through June 30). This includes only time logged to business accounts, not task accounts.



Provide the percentage of time spent on each of the four major task types in the current program year (July 1 through June 30).



Initial Follow-up Evaluation Status of In-Depth Businesses

Provide the share of in-depth businesses assisted in each of the following categories:

Businesses that became in-depth more than 6 months ago and...	Count	Percentage
Received a follow-up evaluation <u>conducted</u> by a RAW specialist	41 businesses	61 %
Refused <u>attempts</u> to conduct a follow-up evaluation	8 businesses	12 %
Did not receive a follow-up evaluation or attempts by RAW specialists [of these at least 8 are not due for follow-up until the 16-17 Fiscal Year]	18 businesses	27 %
Total number that became in-depth more than 6 months ago	67 businesses	100%

The pie chart illustrates the distribution of follow-up evaluation statuses for in-depth businesses. The largest segment, representing 61% of the total, consists of businesses that received a follow-up evaluation. A second segment, representing 27%, includes businesses that received a baseline but did not receive a follow-up. The smallest segment, representing 12%, consists of businesses that refused a follow-up evaluation.

Number of resources delivered (by type)

Provide the number of resources delivered by type during the current program year (July 1 through June 30).

Resources Delivered	Number
Deskside box	1,137
Central Collection Container	509
4 ft lamp box	14
64 gal Brute	22
Slim Jim	16
7 gal compost bin	24
Storm drain Marker	111
Other container	14
14 gal school bin	49

Compliance Actions Taken

Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).

There were no compliance actions taken.

Outcome Measures

Current Outcome Calculation Period (*Business count = the denominator in each calculation)

	Movement-to-Change			Implementation		
	Business Count*	Target Rate	Actual Rate	Business Count*	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.	2	60%	50%	63	70%	51%
Business uses centralized printers.	-	40%	-%	53	40%	81%
Business uses electronic solutions to prevent accidental printing.	4	60%	25%	56	70%	29%
Business uses electronic solutions to reduce paper use.	2	40%	100%	65	40%	40%
Food-service business donates edible food.	2	60%	-%	18	70%	39%
Recycling						
Business recycles paper and containers.	10	90%	60%	65	90%	85%
Business composts food scraps and landscaping trimmings.	8	60%	62%	23	70%	39%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.	22	60%	14%	63	70%	24%
Business (or its janitorial service) uses third-party certified green cleaners.	23	40%	9%	65	40%	15%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.	7	40%	14%	65	40%	5%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.	12	40%	0%	65	40%	8%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.	7	60%	29%	62	70%	45%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.	8	90%	62%	65	90%	51%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.	15	60%	73%	62	70%	48%

Program-to-Date (* Business count = the denominator in each calculation)

	Movement-to-Change			Implementation		
	Business Count*	Target Rate	Actual Rate	Business Count*	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.	11	60%	18%	184	70%	53%
Business uses centralized printers.	2	40%	50%	161	40%	78%
Business uses electronic solutions to prevent accidental printing.	10	60%	20%	175	70%	37%
Business uses electronic solutions to reduce paper use.	5	40%	80%	187	40%	44%
Food-service business donates edible food.	7	60%	14%	53	70%	38%
Recycling						
Business recycles paper and containers.	37	90%	43%	189	90%	81%
Business composts food scraps and landscaping trimmings.	12	60%	42%	57	10%	37%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.	39	60%	21%	185	70%	21%
Business (or its janitorial service) uses third-party certified green cleaners.	39	40%	18%	188	40%	17%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.	17	40%	12%	183	40%	7%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.	22	40%	18%	182	40%	12%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.	17	60%	35%	179	70%	66%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.	21	90%	10%	186	90%	61%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.	69	60%	46%	184	70%	51%

Maintenance & Expansion of Existing Programs

Single Family Residential (Include home composting programs)		
Waste Prevention Activities	Status	Implementation Notes
<p>Preventing Wasted Food - Raise awareness around the issue of food waste.</p> <p>Strategy:</p> <ol style="list-style-type: none"> Review the piloted EPA “Food Too Good to Waste,” Eat Smart, Waste Less (LGWRC), Climate Action Now Portland campaigns and incorporate updated messaging and program materials into a single family outreach strategy on wasted food within the county. <p>Indicators of Success:</p> <ul style="list-style-type: none"> Aligned messaging with regional partners One feature article about preventing wasted food will be in Citizen News. One display kit will be created and resources will be available for use at County-sponsored events and by Master Recyclers. 	O	<p>Indicators of Success:</p> <ul style="list-style-type: none"> Staff joined the EPA Food Too Good to Waste (FTGTW) monthly partner calls (October 2015) and participated in the regional Eat Smart Waste Less Challenge (ESWLC) partner meetings. To align our messaging with regional partners Clackamas County decided to join with Washington County and Cities of Beaverton and Gresham to encourage reducing wasted food on by adopting the Eat Smart, Waste Less Challenge (ESWLC) program and materials. We are currently in process of aligning our messaging and resources with ESWLC. Preventing wasted food was included in an article about waste-free lunches in the Summer 2015 edition of Citizen News and also in an Earth Day activities article in the Spring 2016 edition. Updating our Reduce Wasted Food kit to include Eat Smart, Waste Less Challenge resources is in process.
<p>Strategy:</p> <ol style="list-style-type: none"> Offer one continuing education training on the topic of wasted food for Master Recyclers in the county. <p>Indicator of Success:</p> <ul style="list-style-type: none"> 20 Master Recyclers will attend a training to learn about preventing wasted food and the regional campaign. 	I/O	<ul style="list-style-type: none"> 12 Master Recyclers attended a Master Recycler gathering in Nov. 2015 hosted by Clackamas County that included a focus on kits and resources available to support Master Recyclers in more payback opportunities in the County. The Reduced Wasted Food kit was one of the available kits presented at the gathering. Since we have just recently joined with regional partners on the Eat Smart, Waste Less Challenge a Master Recycler training focusing on ESWLC is planned for FY16/17.
<p>Strategy:</p> <ol style="list-style-type: none"> Explore partnering with existing programs and messaging from Oregon State University Extension 	O/I	<ul style="list-style-type: none"> Two links to Food Preservation resources are currently on our main Garbage and Recycling page: Oregon State University Extension

<p>Service to incorporate wasted food messaging into existing food preservation workshop.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • At least two links to Food Preservation resources will be provided on our website and provided in relevant flyers. • RC&SW staff and/or Master Recyclers will participate in at least one OSU Food Preservation Workshop. 		<p>Service Food Preservation page: http://extension.oregonstate.edu/fch/food-preservation and a Clackamas County branded regional Food and Vegetable Storage Guide pdf. A regional Eat Smart, Waste Less Challenge website is currently being developed. Links will be added when it goes live.</p> <ul style="list-style-type: none"> • The OSU Extension Food Preservation workshops were cancelled during FY 15/16 so this activity was not completed.
<p>Reduce & Reuse: – Promote opportunities and resources to reduce waste and encourage reuse.</p> <p>Strategy:</p> <p>4. Continue to list local and regional reuse-centered businesses in a Reuse flyer or other relevant format. Emphasize donation and purchasing used materials that results in waste reduction, reuse and helping people in need. Continue to make available at community events and upon request.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • 100 Reuse flyers will be distributed at community events. 	O	<ul style="list-style-type: none"> • At least 106 Reuse flyers were distributed at community events such as the regional Spring Garden Fair in Canby, the Employee Wellness Fair at Coffee Creek in Wilsonville and the Milwaukie Farmers Market. Additional Reuse flyers were likely distributed by Master Recyclers who checked out kits and kept the Reuse flyers for later distribution.
<p>Strategy:</p> <p>5. Continue to promote alternatives to buying new and local reuse businesses such as thrift stores, consignment shops and used building materials stores. Provide resources on the benefits of renting, borrowing or sharing items used infrequently.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • A feature article about alternatives to buying new and reuse businesses will be in at least one issue of Citizen News or other outreach channels. 	R	<ul style="list-style-type: none"> • A 1/3 page ad encouraging repairing appliances, electronics, household & clothes was featured in the Summer 2015 edition of Citizen News. • We provided signs and flyers in support of for the West Linn Robinhood Station Repair Fair in February 2016. 55 items were repaired.
<p>Master Recycler Program: - Support the regional Master Recycler Program.</p> <p>Strategy:</p> <p>6. Host and support one course in Clackamas County each fiscal year. (April & May)</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • Enhanced support is provided for 	O	<ul style="list-style-type: none"> • Enhanced support for Master Recyclers was provided for at least 12 events including the Clackamas County Fair, the Max Orange Line opening, the Master Gardeners Spring Garden Fair, the Gladstone Community Festival, and the Oregon City, Milwaukie and Wilsonville

<p>Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 4 events open to the public. (County staff organize and back-fill volunteers).</p> <ul style="list-style-type: none"> At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community. At least 4 staff presentations were given during the course. 		<p>Farmers Markets.</p> <ul style="list-style-type: none"> Five kits were available to Master Recyclers for tabling at community events including Garbage and Recycling Funnels that show actual materials going into recycling and garbage containers, Recycling YES and NO boards, Green Cleaners, Reduce Wasted Food, and Reduce/Reuse/Recycle wheel, The kits are posted on the Master Recycler website. Four staff presentations were given at the April/May 2016 Master Recycler training including Residential, Multifamily and School Recycling. Staff presented on the Recycle at Work program and was on the Waste Reduction Panel also.
Recycling Activities	Status	Implementation Notes
<p>Required: Curbside recycling outreach activity for an existing program:</p> <p>Strategy:</p> <p>7. Review the Residential Waste Composition study (LGWRC) and relevant data to Clackamas County. Incorporate study results in new and on-going messaging to single family residents within the county.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> Feature at least one article in Citizen News and provide content for city newsletters or solid waste bill inserts about emerging recycling topics, such as contamination in recycling or recyclables in the garbage. RC&SW staff will participate in at least one meeting to explore the results and potential strategies with franchised collection companies. 	<p>O/I</p>	<ul style="list-style-type: none"> Two articles in the Fall 2015 Edition of Citizens focused on the results of the LGWRC study. One article focused on recyclables found in the garbage and indicated that recycling correctly would help us achieve our regional recycling goal. A companion article discussed the problem of garbage found in the recycling with a focus keeping plastic bags/film out of recycling and keeping glass out of mixed recycling. Informally staff discussed the results of the LGWRC study with the franchised collection companies, but have not explored specific potential strategies at this time.
<p>Strategy:</p> <p>8. At community events, tangibly model correct recycling with Recycling YES/NO display boards. Continue to provide English and Spanish Recycling Guide flyer at events and upon request.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> 500 Recycle Guide flyers will be 	<p>O</p>	<p>Recycling and Garbage funnels showing the actual materials going into Recycling and Garbage containers are now used at community events. Recycle Guide flyers were updated to reflect Recycling and Garbage instead of Recycling YES/NO. They are available in five languages: English, Spanish, Russian, Simple Chinese and Vietnamese.</p>

<p>distributed at community events and upon request.</p>		<ul style="list-style-type: none"> • 366 Recycle Guide were distributed at a variety of community events including the Clackamas County Fair, the Max Orange Line opening, the Master Gardeners Spring Garden Fair, the Gladstone Community Festival, and the Oregon City, Milwaukie and Wilsonville Farmers Markets. Additional Recycle Guides were likely distributed by Master Recyclers who checked out kits and kept the Recycle Guides for later distribution. They are available on our website also.
<p>Alternative Recycling Options – Promote recycling at depots and other non-curbside locations. Strategy: 9. Continue to maintain the county area Recycling Depot list. Feature recycling locations, yard debris and wood recycling, PaintCare, Call2Recycle and Oregon E-Cycles drop-off sites. Indicator of Success:</p> <ul style="list-style-type: none"> • Recycling Depot list will be featured in at least one issue of Citizen News. <i>*Also applies to Toxics Reduction section.</i> 	<p>O</p>	<ul style="list-style-type: none"> • Recycling Locations Convenient to Clackamas County was featured in the Spring 2016 edition of Citizen News. It includes Deposit Containers, Oregon E-Cycles, Paints, Unwanted Medication, and Sharps and other Hazardous Waste as well as the traditional drop-off depot locations. • A full page in Fall 2015 edition featured Recycling and Reuse locations in Clackamas County and included information on non-curbside plastics, unwanted medication, electronics, paint and donating usable materials. • The Recycling Depot list is also on the back of the English version of our Recycle Guide.
<p>Strategy: 10. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling. Indicators of Success:</p> <ul style="list-style-type: none"> • Feature one ad on redemption of deposit containers in Citizen News. • Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising. 	<p>O</p>	<ul style="list-style-type: none"> • Don't Trash It. Cash It! – Know Your Nickel ad promoting redeeming deposit containers was in the Summer 2015 edition of Citizen News. • An ad promoting our event recycling program with a reminder that many beverage containers can be redeemed was in the Spring 2016 edition of Citizen News.
<p>Home Composting (Backyard Composting) Strategies: 11. Continue to encourage residents to compost fruit/vegetable scraps and yard debris at home. Provide</p>		<ul style="list-style-type: none"> • An article about the benefits of applying compost to your lawn and garden was featured in the Summer 2015 edition of Citizen News. • Composting publications and sample compost bin were used at the

<p>publications and display materials at community events and upon request.</p> <p>12. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro).</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • One article on composting options and resources will be in Citizen News or other outreach channel. • Composting kit and publications will be provided at local farmers markets, County Fair and other community events. 		<p>Clackamas County Fair in August 2015, Max Orange Line Opening in September 2015 and the Oregon City Farmers Market Householding Fair in June 2016. There were available for Master Recyclers to check out for other community events also.</p>

Multifamily Residential

Waste Prevention Activities	Status	Implementation Notes
<p>Promote waste prevention to property managers and residents at multifamily communities.</p> <p>Strategy:</p> <ol style="list-style-type: none"> 1. Educate property managers through direct outreach, events and our website about waste prevention. Distribute information on junk mail and food waste reduction. 2. Work with Metro and other jurisdictions to find effective strategies to promote food waste reduction within multifamily communities. <p>Indicator of Success:</p> <ul style="list-style-type: none"> • 50 communities receive waste prevention information. <p>Strategy:</p> <ol style="list-style-type: none"> 3. Offer presentations and displays regarding waste prevention, recycling and other waste reduction messages upon request. <p>Indicator of Success:</p> <ul style="list-style-type: none"> • 10 multifamily communities receive presentations or tabling. 	<p align="center">○</p> <p align="center">○</p> <p align="center">○</p>	<p>During this fiscal year the following waste reduction information was provided to PMs and residents:</p> <ul style="list-style-type: none"> • 561 Fruit & Veggie Storage flyers were distributed to 13 communities. • 1,074 residents received information about Reducing Junk Mail – representing 17 communities. • 10 communities received waste reduction/prevention information to reproduce in community newsletters. • Working with regional partners on best strategies to provide food waste reduction to MF communities. <p>43 communities received direct outreach materials highlighting waste prevention (Junk mail reduction, food waste and. However our Recycle Guide’s provide information on reducing and reusing and these were distributed to an additional 89 communities.</p> <ul style="list-style-type: none"> • 12 communities received presentations. Additionally, we tabled at 6 communities including a Spanish Resource Fair, Retirement Wellness Fairs, pool parties, summer BBQs and garage sales (highlighting reuse/donation).
<p>Promote reuse to property managers and residents at multifamily communities.</p> <p>Strategy:</p> <ol style="list-style-type: none"> 4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, ReUse flyer, Community Warehouse door hanger and/or Metro magnet. <p>Indicator of Success:</p> <ul style="list-style-type: none"> • 25 communities receive information about reuse. <p>Strategies:</p> <ol style="list-style-type: none"> 5. Survey property managers informally about existing reuse programs and feasibility of an event 	<p align="center">○</p> <p align="center">○/N</p>	<p>All of our Recycle Guides now promote Reduce and Reuse, since the redesign in 2015.</p> <p>Additionally,</p> <ul style="list-style-type: none"> • 151 ReUse flyers were distributed at 3 communities. • 10 communities received reuse information to reproduce in community newsletters • Multiple conversations were had with PMs on different reuse strategies. <p>More PMs are interested in Reuse Events and what they could look like. Several organize garage sales and we are working</p>

<p>or space for unwanted, reusable items.</p> <p>6. Continue identifying opportunities to coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on on-going basis or after an on-site collection event.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • Survey results from property managers showing interest/accessibility to store items for reuse. • One community implements a reuse activity – event or ongoing storage. 	<p>O</p>	<p>with some of these communities to get leftover items donated through Community Warehouse or similar organization after event. 2 communities, that we are aware of, have garages or storage rooms set aside for move-out leftover items or for other residents to swap.</p> <p>We are handing out Community Warehouse door hangers and guides to interested communities and promoted CW and Habitat Restore in the newsletter to encourage more donation/reuse.</p> <p>2 communities in Wilsonville we were working with organized a clothing swap for their residents. It was a huge success and they will be doing it again.</p>
<p>Promote technical assistance program to property managers.</p> <p>Strategy:</p> <p>7. Develop and distribute an electronic property manager’s newsletter that will be delivered once a year that contains information about waste reduction and recycling topics to keep property managers current and informed about our services. Include reminders about available resources.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • Newsletter is distributed to roughly 230 property managers for whom we have email addresses. <p>Strategy:</p> <p>8. Maintain updated information on the website: www.clackamas.us/recycling and www.clackamas.us/recycling/multifamily</p> <p>9. Highlight program assistance in one issue of Trash Talk.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • PMs request materials and assistance. • 25 communities receive technical 	<p>C/O</p> <p>O</p> <p>C</p>	<p>Newsletter was sent in April 2016. It contained content about Recycling Right while Spring Cleaning, Electronic Recycling, Donation – Habitat Restore and Community Warehouse highlights, Book Now – Events and Earth Day</p> <ul style="list-style-type: none"> • Our database had 190 email contacts with the potential of reaching 20,000 units. 30 bounced instantly and were scrubbed from database. 42 were opened, representing 4,000 units. • In July 2015 our MF webpages were refreshed. They are in phase 1 of the plan. In November 2015 we began creating an online order form for our website to easily request MF materials. It went live in January 2016. • MF highlighted in Spring 2016 issue of Trash Talk (page 4). • 5 requested materials for 200 units. Many others downloaded information from website. • 14 request for materials/assistance

assistance.		were generated from the newsletter (600 Guides, 10 Enclosure Signs and several decals requested), 3 from the Trash Talk article and 6 directly from our website.
Recycling Activities	Status	Implementation Notes
<p>Provide technical assistance to communities.</p> <p>Strategy:</p> <p>10. Offer assistance to an estimated 50 communities that have not received assistance in the past 4 years. Contact will occur by phone, email or site visit.</p> <p>11. Provide on-site assistance as requested.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • 25 communities receive resources, information and assistance. <p>Strategy:</p> <p>12. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas. Property managers must complete a required question on the order form identifying distribution plan to receive the bags.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • 200 bags are distributed to property managers. <p>Strategy:</p> <p>13. Expand our resources available in other languages. Prioritize materials and translate into languages most needed in Clackamas County. From the County’s recycling web pages link to Metro’s Language hub resources.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • Recycling Guide is translated into one other language • The County’s multifamily webpage links to Metro’s Language Hub. 	<p>C/O</p> <p>C/O</p> <p>C/O</p> <p>C</p>	<p>Targeted mail outreach to 64 communities that had not been reached since 2011. Sent letters with an order form of educational materials available and followed up via phone with communities that had returned mail.</p> <p>115 communities received some kind of assistance/resource.</p> <p>We piloted charging a fee for the recycling bags. For the first half of the fiscal year we charged cost (\$2.50) and dropped the price in December to (\$1). We distributed 268 bags to 9 communities over the year. While many of the larger communities and retirement communities were still willing to buy the bags, many communities ordered more sparingly to cover turnovers and provide to new move-ins.</p> <p>Materials were prioritized and the MF Recycle Guide was revised and is available in 5 languages: (English Español (Spanish) Русский (Russian) tiếng Việt (Vietnamese) 中文 (Simple Chinese))</p> <p>From July 2015-November 2015 Metro’s language hub was linked on the county MF web pages. However, once our guides were translated in other languages we removed the link to the Metro Language HUB.</p>

Construction & Demolition

Waste Prevention Activities	Status	Implementation Notes
<p>Provide information about businesses accepting C&D materials to be reused or repurposed.</p> <p>Strategy:</p> <ol style="list-style-type: none"> Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials. <p>Indicators of Success:</p> <ul style="list-style-type: none"> Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News. Supply 50 of each publication - Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events. 	<p>O</p>	<ul style="list-style-type: none"> An ad about recycling unused paint through Paint Care and buying recycled Metro Paint was in the Summer 2015 edition. The 'close the loop' ad featured the Metro Paint logo and advertised the benefits of buying reused. The ad also listed retailers that sell Metro Paint in Clackamas County. In the Fall 2015 edition, we highlighted five reuse businesses in an ad on our Recycling Depot page. The ad talked about donating to and buying from local reuse retailers. At least 50 each of the Metro Healthy Home Improvement bookmarks, MetroPaint, Canby Habitat ReStore and The Rebuilding Center brochures were distributed in our DTD Permit lobby.
<p>Engage the appropriate regional stakeholders in open discussions on the subject of deconstruction and salvaged building materials.</p> <p>Strategies:</p> <ol style="list-style-type: none"> Arrange a debriefing with City of Portland, Metro and deconstruction stakeholders and the County's Building Official to review the City of Portland's recent policy work to encourage deconstruction as the preferred method of building removal. Hold one or more workshops to learn the processes currently used by local jurisdictions for building removal and encouraging the use of salvaged building supplies. Hold a workshop to discuss and draft proposed code changes. <p>Indicator of Success:</p> <ul style="list-style-type: none"> By the end of FY16 create draft language to submit to the Oregon Building Codes Division for inclusion in the State's 2017 Residential Construction interim code update. 		<p>While the County staff has stayed engaged, in a minor advisory capacity, with the Metro sponsored Earth Advantage work and continues to discuss the desire to perform tasks 1-3, they have not been planned.</p> <p>Staff is still working to develop Code Language. The timing is to coincide with the State's Code Update timeline. A six-week amendment proposal window will be open this fall, followed by a comment period. A code change enabling greater use of deconstructed materials is the primary goal on this topic and staff will continue to do what is required to support the change.</p>

Recycling Activities	Status	Implementation Notes
<p>Distribute Metro Salvage and Recycling Toolkit to appropriate high traffic areas.</p> <p>Strategy:</p> <p>5. Distribute toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> • Supply 400 toolkits and carpenter’s pencils in DTD lobby resource area. Regularly stock. • Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request. 	<p>○</p>	<ul style="list-style-type: none"> • At least total of 250 C&D toolkits and about 1400 carpenter’s pencils were distributed in the Clackamas County Permit lobby. About 30 additional toolkits were distributed at community events including the regional Master Gardeners Spring Garden Fair. • 162 C&D Toolkits were distributed to 12 locations in the cities of Happy Valley, Milwaukie, Oregon City and West Linn including various libraries, planning and permit departments.

Toxicity Reduction

Waste Prevention Activities	Status	Implementation Notes
<p>Safe Alternatives: Promote alternatives to toxics.</p> <p>Strategy:</p> <ol style="list-style-type: none"> Continue outreach to residents about using less toxics at home, including green cleaners and alternatives to herbicides and pesticides. <p>Indicators of Success:</p> <ul style="list-style-type: none"> Alternatives to toxics and Green Cleaners will be featured in at least one issue of Citizen News or solid waste bill. Feature Green Cleaners display at 3 community events. Distribute 300 Green Cleaner booklets at community events. 	O	<ul style="list-style-type: none"> The Summer 2015 edition of Citizen News a featured article discussed hazardous household products, advised to dispose of them safely at Metro's Hazardous Waste Facilities and discussed alternatives. The Spring 2016 edition featured an article on green cleaners and included recipes to make cleaners at home. Master Recyclers and staff promoted toxics reduction and green cleaners at the Wilsonville, Oregon City and West Linn farmers markets (July 2015), Gladstone Community Festival and Clackamas County Fair (August 2015), County Employee Health, Wellness and Sustainability Fair (April 2016) and Master Gardener Spring Garden Fair (May 2016). At least 820 Green Cleaner booklets were distributed at the events listed above and other similar events.
<p>Strategy:</p> <ol style="list-style-type: none"> Explore promoting the use of compost as an alternative to herbicides and chemical fertilizers. <p>Indicator of Success:</p> <ul style="list-style-type: none"> Distribute 300 Healthy & Safe Metro coupon books and Toxic Trash flyers at community events. 	O	<ul style="list-style-type: none"> An article in the Summer 2015 edition of Citizen News promoted applying compost to your lawn and garden as an alternative to commercial fertilizers. It discussed the benefits of using compost including the need for using for using less toxics. At least 250 Healthy & Safe Metro coupon books were distributed at the same events where Green Cleaner booklets were distributed.
Recycling Activities	Status	Implementation Notes
<p>Promote Metro Hazardous Waste Facilities as the safe method for disposing of household hazardous waste.</p> <p>Strategy:</p> <ol style="list-style-type: none"> Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request. 	O	<p>The Summer 2015 edition of Citizen News a featured article discussed hazardous household products, advised to dispose of them safely at Metro's Hazardous Waste Facilities and discussed alternatives.</p> <ul style="list-style-type: none"> At least 35 Clackamas River Water Providers" How to properly dispose of unwanted medication" brochures were distributed at same community events where Green Cleaners were

<p>Indicators of Success:</p> <ul style="list-style-type: none"> • Distribute 50 brochures – Clackamas River Water Providers” How to properly dispose of unwanted medication” at community events. • Distribute 50 brochures – Metro “Safe disposal of medical syringes” at community events. 		<p>distributed. These brochures are available in the Clackamas County Permit lobby also.</p> <ul style="list-style-type: none"> • At least 30 Metro “Safe disposal of medical syringes” brochures were distributed at the same events where Green Cleaners were distributed. Sharps and hazardous waste disposal is included on our Depot list which is on the back of our Recycle Guide.
<p>Strategy:</p> <p>4. Feature Oregon E-Cycles in Citizen News. Continue to provide links on our website and flyers at community events.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • There will be at least one article or ad in Citizen News. 	<p>○</p>	<p>An ad about free electronics recycling through the Oregon E-Cycles program was featured on the Recycling and Reuse Depots page in the Fall 2015 edition of Citizens News.</p>

Other		
Required Elements	Status	Implementation Notes
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives).	○	Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus*, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are all in compliance with the Regional Service Standard. *As of 7/18/16 Damascus is no longer a city.
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	○	Clackamas County continues to actively promote increased recycling and recovery throughout the county and its cities. We will monitor quarterly recycling and solid waste tonnage data from our franchises. Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses and multifamily communities, and during regular communication with franchised collectors. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above, and will respond with targeted outreach and education for areas that appear to be falling behind.
3. Participate in at least one regional waste reduction planning group.	○	Clackamas County staff actively participates in several regional work groups including the Solid Waste Directors, Business Recycling Workgroup and Local Government workgroups, County staff also participated in other regional/state initiatives such as Disaster Debris Management, Organics and ReTrac.
Waste Prevention Activities	Status	Implementation Notes
<p>Language Accessibility - Translate messaging and publications</p> <p>Strategy:</p> <p>4. Revisit existing printed and online materials and prioritize them for language translation. (This activity aligns with other efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.)</p> <p>Indicators of Success:</p>	○	<ul style="list-style-type: none"> We redesigned the 2-page recycle guide into a one page flyer. Content expanded to include a garbage, yard debris and reuse section. Two versions of the flyer was designed, one for single family curbside residents another for multi-family and non-urban residents. Both versions of the flyer were translated and posted on the web in the following languages: English,

<ul style="list-style-type: none"> • Create at least 3 non-English links to Metro’s translated language hub web pages. • At least one outreach publication is translated into three languages and offered in person and website. 		<p>Spanish, Russian, Vietnamese and Simple Chinese. The final versions of the flyer were distributed to our collection companies, are available at events, downloadable on our website and mailed to residents upon request.</p> <ul style="list-style-type: none"> • When new web content is developed, we will determine the best place to have the link to Metro’s language hub webpage.
<p>Oregon Green Schools - Support the OGS program within schools.</p> <p>Strategies:</p> <ol style="list-style-type: none"> 5. Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program. 6. Support schools through the process of becoming OGS certified 7. Conduct waste audits in schools and assist with waste reduction goals within schools 8. Celebrate green school certification within schools at assemblies. <p>Indicators of Success:</p> <ul style="list-style-type: none"> • Minimum of 25% OGS certification of Clackamas County schools. • Student participation in audits 	<p>O</p> <p>O</p> <p>C/O</p>	<ul style="list-style-type: none"> • 16 schools participated in waste audits • 22% of Clackamas County schools are certified Oregon Green Schools. This is a little less than the 25% we had hoped to certify, but it is very close, and we are confident that we will reach 25% next year. • The Oregon Green Schools application was redesigned during the 2015-2016 school year. The new online format will make it easier for schools to complete, so we hope to see an increase in our certified schools over the course of the next school year.
<p>School Waste Reduction Packet - Prepare and distribute annual waste reduction packet to all schools in Clackamas County.</p> <p>Strategies:</p> <ol style="list-style-type: none"> 9. Identify waste reduction opportunities for schools. 10. Continue to refine list of best contact at each school to receive the annual packet. <p>Indicator of Success:</p> <ul style="list-style-type: none"> • All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked. 	<p>C</p> <p>O</p>	<p>School waste reduction packets were sent to 138 schools. The packets included:</p> <ul style="list-style-type: none"> • Recycling yes/no • Invitation to join Oregon Green Schools • List/photos of bins, posters and decals available • List of presentations offered by Metro and Clackamas County <p>We received 10 requests from schools that were the direct result of the packet.</p>
<p>School Presentations - Deliver classroom waste reduction presentations as requested.</p>		

<p>Strategy: 11. Present different actions for students to take to practice waste reduction in their daily lives.</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> • Students commit to one waste reduction action by the end of each presentation. 	C	82 school presentations were delivered, reaching more than 2,500 students. Students committed to a minimum of 1 action at the end of each presentation.
<p>Schools Mini-Grants - Provide waste reduction mini-grants to schools after successful completion of an application.</p> <p>Strategy: 12. Review grant applications to make sure they support projects that are likely to reduce waste in schools.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> • Proven cost savings or waste reduction in schools after project implementation. 	O	Waste reduction mini-grants were awarded to 9 schools to support gardens, durables, no-idling campaigns, and composting programs.
Recycling Activities	Status	Implementation Notes
<p>School Assistance- Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County</p> <p>Strategies:</p> <p>13. Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the quarterly “Trash Talk” publication, cold calls and e-newsletters.</p> <p>14. Provide recycling containers and signage on request</p> <p>15. Provide annual yes/no recycling information to schools</p> <p>Indicator of success:</p> <ul style="list-style-type: none"> • Track requests for recycling and composting technical assistance • Provide technical assistance to a minimum of 50 schools 	<p>C</p> <p>O</p> <p>C/O</p>	<p>We included two school waste reduction-targeted pages in Trash Talk, sent 2 newsletters, and cold called schools to promote our services.</p> <p>Provided technical assistance to 59 schools.</p> <p>Responded to 223 requests for service.</p>
<p>School Recycling Audits - Conduct an audit of material found in recycling bins with interested schools</p> <p>Strategies:</p> <p>16. Spot-check, document and correct recycling for contamination through education</p> <p>17. Identify opportunities for waste reduction (example: make sure paper is used on both sides before being placed in recycling bin).</p> <p>Indicator of success:</p>	<p>O</p> <p>O</p>	<p>Recycling audits were conducted at four schools (Oregon City Service Learning Academy, Spring Mountain Elementary, Trillium Primary, and Portland Waldorf School).</p> <p>Students used results to educate classmates about contamination issues</p>

<ul style="list-style-type: none"> Improvement over time, as seen by spot checks and follow-up audits. This is a baseline year, as we have not tracked this in the past. We will generate interest through the Oregon Green Schools certification process and we will offer this service when we are providing technical assistance to schools. 		<p>and reduction opportunities.</p>
<p>Event Recycling Strategy:</p> <p>18. Continue to provide event recycling containers and resources for collecting cans and plastic bottles.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> At least 50 events will be served with event recycling containers and materials. 	<p>○</p>	<p>There were 96 events in 2015-16 with 1,129 ClearStreams loaned out for those events.</p>

DRAFT

Approval of Previous Business Meeting Minutes:

September 8, 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>

Thursday, September 8, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

EXCUSED: Commissioner Jim Bernard

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Arlene Kantor, Lake Oswego – Representing American Cancer Society, Cancer Action Network - spoke in support of Age 21 for tobacco and nicotine products. *(submitted written testimony)*
 2. Sarah Kwiat, Lake Oswego – Representing American Cancer Society, Cancer Action Network - spoke in support of Age 21 for tobacco and nicotine products.
 3. Collin Kendrick, Milwaukie – Hillside Manor, spoke regarding resident restrictions presented a petition signed by other residents asking for the 1st floor restroom be opened to residents.
 4. Ann Leenstra, Milwaukie – Hillside Manor, spoke regarding resident restrictions
 5. Donna Ryan, Milwaukie – Hillside Manor, spoke regarding resident restrictions.
 6. Glenda Lyle, Milwaukie – Hillside Manor, spoke regarding resident restrictions.
- Chuck Robbins, Director of the Housing Authority of Clackamas County stated the restroom was closed due to vandalism. It will re-opened in a few weeks once repairs and security measures are complete.
- Chair Ludlow asked for an update on this issue in two weeks.
7. Les Poole, Gladstone –spoke regarding land use issues in Damascus and Stafford.
 8. Brian Johnson, Gladstone – issues with the construction of the Strawberry Lane overpass.

~Board Discussion~

II. PUBLIC HEARING

1. First Reading of **Ordinance No. 04-2016** Amending Chapter 2.07 Compliance Hearings Officer of the Clackamas County Code

Stephen Madkour, County Counsel presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wishes to speak.

1. Les Poole, Gladstone – concerned about the safety of individuals going in harm's way.

Chair Ludlow closed the public hearing and asked for a motion to ready by title.

MOTION:

Chair Ludlow: I move we read the ordinance by title only.
Commissioner Schrader: Second.
Clerk calls the poll.

Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 4-0 – he asked the Clerk to assign a number and read the ordinance by title only.

~Board Discussion~

MOTION:

Commissioner Smith: I move we add an emergency clause to Ordinance No. 04-2016.
Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – the motion passes 4-0

Chair Ludlow announced the second reading of the Ordinance will be at the regular scheduled Business Meeting on September 22, 2016

III. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion. *~Board Discussion* regarding consent agenda item number C.3 – Commissioner Savas asked that *C.3 be removed from Consent for discussion.

MOTION:

Commissioner Smith: I move we approve the consent agenda with the exclusion of consent item C.3.
Commissioner Savas: Second.
Clerk calls the poll.
Commissioner Savas: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

***MOTION:**

Chair Ludlow: I move we approve consent agenda item C.3.
Commissioner Smith: Second.
~Board Discussion ~ including George Marlton, Procurement Manager.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye – the motion passes 4-0.

A. Health, Housing & Human Services

1. Approval of a New Grant Agreement with the National Alliance on Mental Illness of Clackamas County (NAMI), for Continuing the Latino Outreach Project – *Health Centers*

2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Crisis Respite Services – *Behavioral Health*
3. Approval of an Agency Service Contract with Northwest Family Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
4. Approval of an Agency Service Contract with Lifeworks Northwest for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
5. Approval of Contract 30732-CC, Modification #2 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*

B. Disaster Management

1. Approval of Amendment No, 2 to Subrecipient Grant Agreement No. 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination - *Procurement*

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to the Local Grant Agreement with the Children’s Center of Clackamas County – *District Attorney*

This item was removed from the consent agenda and had a separate motion/vote.

- *3. Approval of an Authorization to Purchase Public Safety Communication Equipment and Service from Motorola Solution Inc. – *CCSO through Procurement*

D. County Counsel

1. Approval of an Agreement Conveying Land to ODOT for the OR 213 (82nd Ave.): King Rd. - Mt. Scott Creek Bridge Project

IV. SERVICE DISTRICT NO. 5

1. **Board Order No. 2016-89** Certifying the 2016-2017 Assessment Roll for Clackamas County Service District No. 5

V. COUNTY ADMINISTRATOR UPDATE

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

The following items were signed by Don Krupp, County Administrator during the two week recess/break, August 22nd – September 6, 2016 – as authorized by Board Order No. 2016-84:

	DEPARTMENT	ITEM
1	Sheriff's Office	Request by the Clackamas County Sheriff's Office to accept a Safety Belt Grant with the Oregon State Sheriff's Association 10-01-16 – 9-30-17
2	Sheriff's Office	Request by the Clackamas county Sheriff's Office to enter into an intergovernmental Agreement with the Oregon Department of Transportation for Motor Carrier Safety Action Plan Enforcement
3	Assessor's Office <i>Via Procurement</i>	Approval of a Contract with Ron Saunders for Commercial/Industrial Consulting Services for the Department of Assessment and Taxation
4	Dept. of Finance <i>Via procurement</i>	Approval of Amendment No. 7 and Renewal No. 4 to the Contract Documents for Landscape Maintenance Services for Clackamas County with Earthworks Landscape Service Inc.
5	Development Agency <i>Via Procurement</i>	Approval of a Contract with Oregon Underground, Inc. for the Wichita Center Parking Lot Expansion Project
6	Department of Transportation & Development <i>Via Procurement</i>	Approval of a Contract Amendment with Snowfish, Inc. for Outreach and Graphic Design Services

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:00 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 20, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Colton School District for a School Resource Officer for the 2016-17 School Year

Purpose/Outcome	The Sheriff's Office will provide a Sheriff's Deputy to serve as a part-time School Resource Officer during the 2016 – 17 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$85,989.60; 108 school days. Law enforcement activities will be billed hourly.
Funding Source	The Colton School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of a part-time School Resource Officer for the Colton School District.
Duration	This agreement is for the period September 6, 2016 through June 14, 2017.
Previous Board Action/Review	None
Contact Person	Adam Phillips, Lieutenant – Office (503) 785-5137
Contract No.	None

BACKGROUND:

The Sheriff's Office will provide one part-time Sheriff's Deputy to serve as a School Resource Officer during the 2016 - 2017 school year. This is a continuation of an existing agreement between Clackamas County and the Colton School District.

This agreement reimburses the Sheriff's Office for the cost of the Deputy.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Matt Ellington,
Undersheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the Colton School District (Colton SD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to Colton SD, a Deputy Sheriff to act as School Resource Officers as described herein.

II. Scope of Service

- A. The COUNTY agrees to provide a Deputy Sheriff beginning September 6, 2016 through June 14, 2017 to serve as a School Resource Officer (SRO). The scope of service is detailed in this Agreement and in "Attachment A" incorporated herein.
- B. Colton SD agrees at their expense to provide the COUNTY office space and equipment at Colton High School where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide a Deputy Sheriff on a part-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for Colton SD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

Colton SD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill Colton SD quarterly. Colton SD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the Sheriff on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The Colton School District Superintendent or a designee will act as liaison for Colton SD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless Colton SD, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Colton SD shall indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of Colton SD personnel acting pursuant to this agreement.

VII. Insurance

Colton SD agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the 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 this contract. The general aggregate shall apply separately. The insurance shall include the COUNTY as an additional insured. The COUNTY, at its option, may require a complete copy of the above policy. This policy shall be primary insurance as respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it. Colton SD's program of self-insurance shall meet requirements under this section.

VIII. Debt Limitation

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which conflict with law, are deemed inoperative to that extent.

IX. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the parties.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

X. Term of Agreement

This agreement is for services beginning September 6, 2016 through June 14, 2017, and becomes effective upon the signatures of both parties.

Signature page follows

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

BOARD OF CLACKAMAS COUNTY

COLTON SCHOOL
DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

Jay Kook - Superintendent

September 19, 2016
Date:

Recording Secretary
Date:

ASL (Ellington)

Sheriff Craig Roberts
Date:

[Signature]

Approved as to form- County Counsel

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

"ATTACHMENT A"

SCOPE OF WORK / SCHOOL RESOURCE OFFICERS

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

Salary formula per Deputy Sheriff:

$\$79.62(\text{hourly rate}) \times 10 \text{ hours per day} \times 108 \text{ school days} = \$85,989.60$
(This reflects an increase from .5 FTE to .75 FTE and a 2.9% hourly rate increase over the 2015-2016 school year.)

Cost: .75 FTE Deputy Sheriff position / 108 days: \$85,989.60

Total: \$85,989.60

(Costs to be reconciled by actual hours worked.)



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 20, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Colton School District for a School Resource Officer for the 2016-17 School Year

Purpose/Outcome	The Sheriff's Office will provide a Sheriff's Deputy to serve as a part-time School Resource Officer during the 2016 – 17 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$85,989.60; 108 school days. Law enforcement activities will be billed hourly.
Funding Source	The Colton School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of a part-time School Resource Officer for the Colton School District.
Duration	This agreement is for the period September 6, 2016 through June 14, 2017.
Previous Board Action/Review	None
Contact Person	Adam Phillips, Lieutenant – Office (503) 785-5137
Contract No.	None

BACKGROUND:

The Sheriff's Office will provide one part-time Sheriff's Deputy to serve as a School Resource Officer during the 2016 - 2017 school year. This is a continuation of an existing agreement between Clackamas County and the Colton School District.

This agreement reimburses the Sheriff's Office for the cost of the Deputy.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Matt Ellington,
Undersheriff

RECORDING MEMO

X	Agreement (IGA)
	Amendment 2/Contract Extension
	Policy, Reports

ORIGINATING COUNTY
DEPARTMENT:

Clackamas County Sheriff's
Office (CCSO)

PURCHASING FOR: N/A

OTHER PARTY: Colton School District

Board Agenda Date: October 20, 2016

Agenda Item Number:

PURPOSE:

Continuation of an existing Intergovernmental Agreement between the Colton School District and the Clackamas County Sheriff's Office for one part-time Sheriff's Deputy to serve as a School Resource Officer during the 2016-2017 school year.

After Recording Please Return
to Clackamas County Sheriff's Office, Lori Okami

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the Colton School District (Colton SD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to Colton SD, a Deputy Sheriff to act as School Resource Officers as described herein.

II. Scope of Service

- A. The COUNTY agrees to provide a Deputy Sheriff beginning September 6, 2016 through June 14, 2017 to serve as a School Resource Officer (SRO). The scope of service is detailed in this Agreement and in "Attachment A" incorporated herein.
- B. Colton SD agrees at their expense to provide the COUNTY office space and equipment at Colton High School where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide a Deputy Sheriff on a part-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for Colton SD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

Colton SD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill Colton SD quarterly. Colton SD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the Sheriff on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The Colton School District Superintendent or a designee will act as liaison for Colton SD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless Colton SD, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Colton SD shall indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of Colton SD personnel acting pursuant to this agreement.

VII. Insurance

Colton SD agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the 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 this contract. The general aggregate shall apply separately. The insurance shall include the COUNTY as an additional insured. The COUNTY, at its option, may require a complete copy of the above policy. This policy shall be primary insurance as respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it. Colton SD's program of self-insurance shall meet requirements under this section.

VIII. Debt Limitation

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which conflict with law, are deemed inoperative to that extent.

IX. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the parties.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

X. Term of Agreement

This agreement is for services beginning September 6, 2016 through June 14, 2017, and becomes effective upon the signatures of both parties.

Signature page follows

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

BOARD OF CLACKAMAS COUNTY

COLTON SCHOOL
DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

Jay Kook - Superintendent

September 19, 2016
Date:

Recording Secretary
Date:

ASL (Ellington)

Sheriff Craig Roberts
Date:

[Signature]

Approved as to form- County Counsel

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

“ATTACHMENT A”

SCOPE OF WORK / SCHOOL RESOURCE OFFICERS

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

Salary formula per Deputy Sheriff:

$\$79.62(\text{hourly rate}) \times 10 \text{ hours per day} \times 108 \text{ school days} = \$85,989.60$
(This reflects an increase from .5 FTE to .75 FTE and a 2.9% hourly rate increase over the 2015-2016 school year.)

Cost: .75 FTE Deputy Sheriff position / 108 days: \$85,989.60

Total: \$85,989.60

(Costs to be reconciled by actual hours worked.)



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 20, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
North Clackamas School District for School Resource Officers in the 2016-17 School Year

Purpose/Outcome	The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2016-17 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$230,898.00. Law enforcement activities will be billed hourly.
Funding Source	The North Clackamas School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of one School Resource Officer at both Clackamas and Rex Putnam High Schools.
Duration	The agreement encompasses the school year beginning September 6, 2016 through June 14, 2017.
Previous Board Action/Review	Approved similar request in prior fiscal years
Contact Person	Adam Phillips, Lieutenant – Office (503) 785-5137
Contract No.	None

BACKGROUND:

The Sheriff's Office will provide two Sheriff's Deputies to serve as School Resource Officers during the 2016-17 school year. This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. Both Clackamas and Rex Putnam High Schools will be assigned one School Resource Officer.

This agreement reimburses the Sheriff's Office for the cost of the Deputies.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Matt Ellington,
Undersheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
NORTH CLACKAMAS SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the North Clackamas School District (NCSD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to NCSD, a Deputy Sheriff to act as School Resource Officer as described in "Attachment A" to this agreement.

II. Scope of Service

- A. The COUNTY agrees to provide two Deputy Sheriff beginning September 6, 2016 through June 14, 2017 to serve as a School Resource Officer (SRO). The scope of service is detailed in "Attachment A" to this agreement.
- B. NCSD agrees at their expense to provide the COUNTY office space and equipment at Rex Putnam and Clackamas High Schools where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide two Deputy Sheriff on a full-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for NCSD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

NCSD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill NCSD quarterly. NCSD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the COUNTY on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The North Clackamas School District Superintendent or a designee will act as liaison for NCSD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless NCSD, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, NCSD shall indemnify, defend and hold harmless the COUNTY, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of NCSD personnel acting pursuant to this agreement.

VII. Debt Limitation

This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which conflict with law, are deemed inoperative to that extent.

VIII. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

IX. Term of Agreement

This agreement is for services beginning September 6, 2016 through June 15, 2017, and becomes effective upon the signatures of both parties.

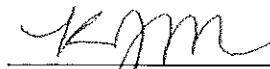
Signature page follows

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

BOARD OF CLACKAMAS COUNTY


NORTH CLACKAMAS SCHOOL DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:



Kerensa Mauck
Director, Business Ops.
NCSD
9/16/16
Date:

Recording Secretary
Date:



Sheriff Craig Roberts
Date:

Approved as to form- County Counsel

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
NORTH CLACKAMAS SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

"ATTACHMENT A"

SCOPE OF WORK / SCHOOL RESOURCE OFFICERS

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

Salary formula per Deputy Sheriff:

\$79.62 (hourly rate) X 10 hours per day X 145 school days= \$115,449.00
(This is a 2.9% hourly rate increase over the 2015-2016 school year.)

Cost: 1 Deputy Sheriff position @ Clackamas High School / 145 days:	<u>\$115,449.00</u>
1 Deputy Sheriff position @ Rex Putnam High School / 145 days:	<u>\$115,449.00</u>
Total:	\$230,898.00

(Costs to be reconciled by actual hours worked.)



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 20, 2016

Board of County Commissioners
Clackamas County
Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan

Purpose/Outcome	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan will reimburse the Sheriff's Office for a portion of expenses as outlined in the Financial Plan.
Dollar Amount and Fiscal Impact	The total Fiscal Year 2016 Operating Plan includes \$442,334 in support from the Marine Board as well as an estimated \$341,635.31 in CCSO contribution.
Funding Source	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	The funds will provide patrol services on all Clackamas County waters as well as investigate boating law violations and boating accidents, examination of boats and other services as outlined in the agreement.
Duration	Effective July 1, 2016 through June 30, 2017
Previous Board Action/Review	Approval of multiple, prior fiscal year requests.
Contact Person	Robert Wurpes, Lieutenant – Office (503) 785-5071
Contract No.	None

BACKGROUND:

The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The emphasis is on the Willamette River, the Clackamas River and the High Lakes. This is a renewal of a previous agreement.

Funds from the Marine Board pay for staffing to include Supervisor time, Marine Deputies, Marine Service Officers, overtime, marine fuel, training, insurance, boat maintenance and other administrative costs. County counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this operating plan and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Matt Ellington,
Undersheriff

INTERGOVERNMENTAL AGREEMENT

Agreement No. 250-1617CLACKAMAS-001

This Agreement is between the State of Oregon acting by and through its State Marine Board (“OSMB”) and Clackamas County (“County”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110 and ORS 830.110.

SECTION 2: PURPOSE

The purpose of this Agreement is to provide funding to the County to conduct enforcement related to recreational boating in Oregon. Specific activities and assessments are detailed in “Exhibit A” attached hereto and by this reference made a part hereof.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on July 1, 2016, or the date of the last signature, whichever occurs last) (“Effective Date”), and terminates on June 30, 2017, unless terminated earlier in accordance with Section 17.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 OSMB’s Authorized Representative is:

Randy Henry
435 Commercial Street NE Suite 400, Salem OR 97301
503-378-4597
503-378-2612 Office
Randy.H.Henry@state.or.us

4.2 County’s Authorized Representative is:

Sgt. Steve Thoroughman
Clackamas County Sheriff’s Office, 2223 S. Kaen Rd., Oregon City OR 97045
503-655-8650 Office
stevetho@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 County shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 OSMB shall pay County as described in Section 7.

SECTION 6: BOAT OWNERSHIP

6.1 The ownership of any boat purchased by the County during the term of this agreement shall be vested with the County regardless of funding source, subject to Section 6.2 and Section 29.

6.2 During the term of this agreement and for the useful life of the boat or major piece of equipment, the County agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the County with funds received from OSMB, pursuant to this agreement and prior agreements between County and OSMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, County shall apply any proceeds from the trade-in or sale to law enforcement activities approved by OSMB, with such approval not to be unreasonably withheld. Notwithstanding Section 29, upon default of this Agreement or notice from OSMB to County of the termination of funding described in ORS 830.140, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement or previous agreement between the OSMB and County, shall be returned to the OSMB for reassignment if OSMB requests that the boat or major pieces of equipment be returned to OSMB. Upon OSMB's request, County agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement to another county.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 OSMB shall, upon receipt and approval of expenditure documentation, pay to the County an amount not to exceed \$442,334.00 for the agreement term. Payment requests shall be only for authorized services provided by the County pursuant to this agreement and for costs actually incurred by the County in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At OSMB's discretion, federal funds may be used for payment.

7.2 County shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

This agreement is subject to all applicable federal Assurances specified in Exhibit C attached hereto and by this reference made a part hereof. If applicable, County shall provide the OSMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) as amended by Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the County has the duty to request the amount of federal pass-through dollars included in the payments made by the OSMB to the County during that fiscal year.

SECTION 8: CONDITION OF PERFORMANCE

In accordance with 44 CFR 13.36(i), the OSMB's performance is conditioned upon the County's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- 8.1** County shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- 8.2** The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. County shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- 8.3** All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 8.4** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
- 8.5** The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.6** The Davis-Bacon Act (40 U.S.C. 276a to 276a -7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.7** Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SECTION 9: REPRESENTATIONS AND WARRANTIES

County represents and warrants to OSMB that:

- 9.1 County is a county, duly organized and validly existing. County has the power and authority to enter into and perform this Agreement;
- 9.2 The making and performance by County of this Agreement (a) have been duly authorized by County, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is party or by which County may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
- 9.3 This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County enforceable in accordance with its terms;
- 9.4 County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 9.5 County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by County.

SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION

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

SECTION 11: CONTRIBUTION

- 11.1** 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 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 10 with respect to the Third Party Claim.
- 11.2** With respect to a Third Party Claim for which OSMB is jointly liable with County (or would be if joined in the Third Party Claim), OSMB 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 County in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of County on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which County is jointly liable with OSMB (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of County on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of OSMB 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. County’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: COUNTY DEFAULT

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

- 12.1 County fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 12.2 Any representation, warranty or statement made by County in this Agreement or in any documents or reports relied upon by OSMB to measure the delivery of services, the expenditure of funds or the performance by County is untrue in any material respect when made;
- 12.3 County (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated as bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 12.4 A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of County, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (c) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 13: OSMB DEFAULT

OSMB will be in default under this Agreement if OSMB fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 14: REMEDIES

- 14.1 In the event County is in default under Section 12, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 17, (b) reducing or

withholding payment for work or Work Product that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring County to perform, at County's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 15 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 14.2** In the event OSMB is in default under Section 13 and whether or not County elects to exercise its right to terminate this Agreement under Section 17.3.3, or in the event OSMB terminates this Agreement under Sections 17.2.1, 17.2.2, 17.2.3, or 17.2.5, County's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against County, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against County. In no event will OSMB be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 14.2, County shall promptly pay any excess to OSMB.

SECTION 15: RECOVERY OF OVERPAYMENTS

If payments to County under this Agreement, or any other agreement between OSMB and County, exceed the amount to which County is entitled, OSMB may, after notifying County in writing, withhold from payments due County under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 16: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 11, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 17: TERMINATION

- 17.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- 17.2** OSMB may terminate this Agreement as follows:
- 17.2.1** Upon 30 days advance written notice to County;
 - 17.2.2** Immediately upon written notice to County, if OSMB fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in OSMB's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 17.2.3** Immediately upon written notice to County, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OSMB's performance under this Agreement is prohibited or OSMB is prohibited from paying for such performance from the planned funding source;
 - 17.2.4** Immediately upon written notice to County, if County is in default under this Agreement and such default remains uncured 15 days after written notice thereof to County; or
 - 17.2.5** As otherwise expressly provided in this Agreement.
- 17.3** County may terminate this Agreement as follows:
- 17.3.1** Immediately upon written notice to OSMB, if County fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in County's reasonable administrative discretion, to perform its obligations under this Agreement;
 - 17.3.2** Immediately upon written notice to OSMB, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that County's performance under this Agreement is prohibited or County is prohibited from paying for such performance from the planned funding source;
 - 17.3.3** Immediately upon written notice to OSMB, if OSMB is in default under this Agreement and such default remains uncured 15 days after written notice thereof to OSMB; or
 - 17.3.4** As otherwise expressly provided in this Agreement.
- 17.4** Upon receiving a notice of termination of this Agreement, County will immediately cease all activities under this Agreement, unless OSMB expressly directs otherwise in such notice. Upon termination, County will deliver to OSMB all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon OSMB's reasonable request, County will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by County under this Agreement.

SECTION 18: INSURANCE

County shall maintain insurance as set forth in Exhibit D, attached hereto and incorporated herein by this reference.

SECTION 19: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 20: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 21: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 21. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 22: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 6,10, 11, 15, 16 and 22 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 23: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 24: COUNTERPARTS

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

SECTION 25: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 26: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 27: INTENDED BENEFICIARIES

OSMB and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 28: FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to County after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 29: SECURITY INTEREST

County, in consideration of OSMB's provision of services described in Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants OSMB a continuing security interest in and so pledges and assigns to OSMB all of the rights of County and all proceeds and products in the boats and equipment purchased pursuant to OSMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). County hereby irrevocably authorizes OSMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of OSMB to enforce, OSMB's security interest in the Collateral, including, but not limited to, causing OSMB's name to be noted as secured party on any certificate of title for a titled good. County will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of OSMB's prior written approval. Upon the failure by County to keep, observe or perform any provision of this agreement, without any other notice to or demand upon County, OSMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

SECTION 30: ASSIGNMENT AND SUCCESSORS IN INTEREST

County may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by County to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to County's assignment or transfer of its interest in this Agreement will not relieve County of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 31: SUBCONTRACTS

County shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of County under this Agreement. OSMB's consent to any subcontract will not relieve County of any of its duties or obligations under this Agreement.

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

intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the County's contractor from and against any and all Claims.

SECTION 32: TIME IS OF THE ESSENCE

Time is of the essence in County's performance of its obligations under this Agreement.

SECTION 33: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, 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 or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 34: RECORDS MAINTENANCE AND ACCESS

County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following 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. Subject to foregoing minimum records retention requirement, County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 35: HEADINGS

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

SECTION 36: ADDITIONAL REQUIREMENTS

County shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 37: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Boating Safety Program), Exhibit C (Federal Assurances), and Exhibit D (Insurances).

SECTION 38: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board

Scott Brewen, Director _____
Date

Clackamas County Sheriff's Office

¹ _____ *UNDERSHERIFF ELLINGTON* _____
10/01/16
Date

AKL _____
10/01/16
Date

Approved for Legal Sufficiency in accordance with ORS 291.047

DOJ Attorney _____
Date

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: 10/3/16

TO: COUNTY COUNSEL
ATTORNEY: _____

FROM: Nancy Artmann (name)

EXTENSION: 5012 DEPARTMENT/DIVISION: Sheriff/Admin


BILL TO Sheriff (Department/Division to be billed)

TYPE OF DOCUMENT: Operating & Financial Plan

NAME OF DOCUMENT: 2014 Clackamas County Baiting Safety Action Plan

REQUESTED RETURN DATE: As soon as conveniently possible

APPROVED AS TO FORM:

County Counsel: 

Date: 10/3/16

Counsel Comments:

Intergovernmental Agreement
Oregon State Marine Board
Signature Page (revised for required signatures)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below their respective signatures.

Signatures:

State of Oregon:

(See attached)

By: Scott Brewen, Director, State Marine Board

Date

(See attached)

By: DOJ Attorney

Date

Clackamas County:

(See Attached)

Craig Roberts, Sheriff, Clackamas County Sheriff's Office

Date

John Ludlow, Chair, Clackamas County Board of Commissioners

Date

Approved as to form by:

(See attached)

Clackamas County Counsel

Date

EXHIBIT A

STATEMENT OF WORK

THE COUNTY AGREES TO:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the OSMB Policy and Procedures Manual, revised most recently in 2005, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the County shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the County. County agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Program: The Boating Safety Action Plan, Budget and Maintenance Schedule, described in Exhibit B, attached here to and incorporated by reference herein.
- H. Provide OSMB with monthly activity reports to the OSMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Financial Analyst, Oregon State Marine Board, and 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within 45 days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.

OSMB AGREES TO:

- A. Provide County an orientation to OSMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of OSMB's law enforcement data base.
- E. Make payment to County within 45 days of receiving and approving invoice from County.

EXHIBIT B
(BOATING SAFETY PROGRAM)

Boating Safety Program

for Clackamas County Sheriff's Office

FY 2016-2017

Agency



Address: 2223 S. Kaen Rd., Oregon City, Or 97045

Phone #: 503-655-8218

Contact for Questions: Steve Thoroughman

Patrol Hours:	4,290	Water %	Shore %
		50	50
Program Hours:	4,290		
Total Hours:	8,580		

Please update your program description to reflect intended actions in the coming year.

FY 2016-2017 Program Overview

Please provide a brief summary to the following questions. (Your full action plan should be described on page 2 of this document.)"

- What is your primary concern in your AOR this coming year?
- How do you plan to address it?
- How will you measure or determine success?

We have 2 primary concerns this year. The floaters on the Clackamas and the wake enhancing devices on the Newberg Pool. The floaters did not receive as much attention last year due to the extremely low water. The wakeboarders on the Newberg Pool had some confusion regarding the opening then closing of the wake enhancing area.

We will address the Clackamas with our diversion program which was fairly successful last year. I expect to see an increase in numbers and we will measure this through the OSMB database. The Newberg Pool users were informed to the best of our ability last year and this year we intend to offer much less latitude in regards to violations. This again could be measured through the database and I would expect more cites from this area for wakeboard violations.

Boating Safety Program Waterbodies To Be Patrolled



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2016-2017

Lakes, Bays, & Open Ocean	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Lake Oswego	entire lake	Year Round		Lake Oswego is patrolled year round although the heavy boating season is during summer
North Fork Reservoir	entire lake	Year Round		Year round patrol, heavy activity during fishing season and summer months
Timothy Lake	entire lake	05/24	09/07	Patrol begins when snow melt allows access, patrol ends when roads become impassable
Harriet Lake	entire lake	05/24	09/07	Patrol begins when snow melt allows access, patrol ends when roads become impassable
Frog Lake	West portion	05/24	09/07	Patrol begins when snow melt allows access, patrol ends when roads become impassable
Estacada Lake	entire lake	Year Round		Year round patrol, heavy activity during fishing season and summer months

County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2016-2017



Annual Program Plan: 4,290 Hours

<p>Instructor Training</p>	<p>Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p> <p>Clackamas County will continue with basic PWC training and will begin offering and developing advanced courses for Marine Board partners who have differing needs. We are anticipating 2 - 3 courses per year once the current training needs have been met. Dep. Tingey and Guthner continue to provide training during the academy on the pool day and can possibly be made available for OSMBLE Academy, Drift & Jet schools if instructor shortages occur.</p>
<p>Training</p>	<p>Expectation: New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p> <p>We are sending 2 persons through the academy during the 15-16 budget cycle. We plan to attend pre and post season.</p>
<p>Non-OSMB Training</p>	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p> <p>Deputies attend all required training to maintain and improve their police certification.</p>
<p>Maintenance</p>	<p>Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p> <p>The Clackamas County Sheriff's Office maintains and repairs their boats in house as much as possible. Major catastrophic repairs are usually sent out. Our county shops can generally make repairs that would normally be sent out for repair.</p>
<p>Waterway Markers</p>	<p>Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p> <p>Our Marine unit deploys and maintains 18 no wake and 2 rock buoys. We pull them all back in at the end of the summer. We are in the process of filling them with foam to make them more durable and last longer. We also usually place 3 - 5 signs per year.</p>

Boating Safety Program Proposed Costs



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2016-2017

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$437,334.00	\$341,635.31
AIS Allocation:	\$5,000.00	--
Boat Allocation:		--
Special Emphasis:		--
Total:	\$442,334.00	\$341,635.31

Proposed Program Costs:

	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$442,334.00	\$186,40 ⁴³ 1.40
2. Operations and Maintenance (Must match totals on Form B)	\$0.00	\$155,233.91
3. Boat	\$0.00	
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$442,334.00	\$341,635.31

County/Agency Authorized Representative:

Signature

Sheriff Craig Roberts

Typed Name

Date

503-655-8218

Telephone

Boating Safety Program

Proposed Operations & Maintenance Costs – Form B



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2016-2017

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle <u>9,000.00</u> gallons @ \$ <u>2.85</u> per gallon Boat <u>6,000.00</u> gallons @ \$ <u>2.85</u> per gallon <div style="text-align: right; margin-top: 10px;">Subtotal of A:</div>	\$25,650.00 \$17,100.00 \$42,750.00	\$0.00 \$0.00 \$0.00	\$25,650.00 \$17,100.00 \$42,750.00
B. Vehicle Lease	\$0.00		
C. Moorage	\$8,220.00	\$0.00	\$8,220.00
D. Expendable Supplies – (\$500 max/each item) specify: 1. Supplies & Services less other listed items 2. 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of D:</div>	\$28,004.00 \$28,004.00	\$0.00 \$0.00	\$28,004.00 \$28,004.00
E. Maintenance – (Inboard -\$1,000, Outboard - \$500, PWC - \$100) Identify by OR # and make: 1. Total Maintenance budget for boats 2. 3. 4. 5. Trailers (\$500 maximum) <div style="text-align: right; margin-top: 10px;">Subtotal of E:</div>	\$21,892.91 \$21,892.91	\$0.00 \$0.00	\$21,892.91 \$21,892.91
F. Insurance – (specify Insurance Company & policy #): Hartford Fire Insurance Policy # 520MKA7840	\$25,959.00	\$0.00	\$25,959.00
G. Non-OSMB Training – specify: 1. Rope Tech, Hamilton Jet pump school 2. 3. 4. <div style="text-align: right; margin-top: 10px;">Subtotal of G:</div>	\$2,785.00 \$2,785.00	\$0.00 \$0.00	\$2,785.00 \$2,785.00

EXHIBIT C

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
|---|---|

Previous Edition Usable

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

EXHIBIT D

INSURANCE

During the term of this agreement, the County shall provide insurance to cover all loss; damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the County through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the County received prior written direction or authorization from the OSMB to otherwise dispose of the proceeds.



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 20, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Oregon Department of Human Services for Funding to Conduct a Specialist Interview Training

Purpose/Outcome	Clackamas County Sheriff's Office, in partnership with other local agencies, will offer a comprehensive specialist interview course.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$33,000.00.
Funding Source	Children's Justice Act (CJA) Grant via the Oregon Department of Human Services.
Safety Impact	This training is developed to provide interviewers with a better understanding of offender behavior in order to design an interview strategy that will help identify victims. It provides a more accurate understanding of the risks posed by a particular offender.
Duration	Five days; totaling 40 hours of training.
Previous Board Action/Review	Approval of funds in FYs 2014-15 and 2015-16.
Contact Person	Julie Collinson, Conference Coordinator – Office (503) 557-5827
Contract No.	None

BACKGROUND:

Clackamas County Sheriff's Office, in partnership with the Oregon Department of Justice, United States Attorney's Office and Multnomah County, will provide a five-day, 40-hour specialist interview course that is designed to enhance the skills and knowledge base of professionals who interview child sex offenders in the course of law enforcement investigations, child protection evaluation and risk assessments and/or management of offenders. The course provides the skills needed to competently and thoroughly interview suspects, obtain admissions, and most importantly, identify and rescue previously unknown and unidentified victims of child sexual abuse and exploitation.

This agreement has been reviewed by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Matt Ellington,
Undersheriff

"Working Together to Make a Difference"



Grant Agreement Number 152014

**STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

**Clackamas County Sheriff's Office
2223 Kaen Road
Oregon City, OR
Contact Name: Julie L. Collinson
Telephone: 503-896-9505
Facsimile: 503-794-8068
E-mail address: jcollinson@co.clackamas.or.us**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to the DHS'

**Clackamas County Sheriff's Office
2223 Kaen Road
Oregon City, OR
Contact Name: Julie L. Collinson
Telephone: 503-896-9505
Facsimile: 503-794-8068
E-mail address: jcollinson@co.clackamas.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **August 1, 2016**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **November 30, 2016**. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Attachment 1: Budget

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, A, B, C, and Attachment 1.

3. Grant Disbursement Generally.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$33,000.00**. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

4. Vendor or Sub-Recipient Determination.

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

Recipient is a sub-recipient; OR Recipient is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.643.

5. Recipient Data and Certification.

a. Recipient Information. Recipient shall provide the information set forth below.

Please print or type the following information

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

Street address: 2051 Kaen Road

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

Email address: N/A

Telephone: (503) 742-5444 Facsimile: (503) 742-5401

Federal Employer Identification Number: 93-6002286

Recipient Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: - Expiration Date: -

The above information must be provided prior to Agreement execution. Recipient shall provide proof of insurance upon request by DHS or DHS designee.

b. Certification. The Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;




- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient's true, accurate and correct information;
 - (3) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (4) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (5) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (6) Recipient is not subject to backup withholding because:
 - (a) Recipient is exempt from backup withholding;
 - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.
- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to DHS. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Recipient is also required to provide DHS with the new FEIN within 10 days.

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

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

Clackamas County Sheriff's Office

By:

		
_____ Authorized Signature	_____ Title	_____ Date

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

By:

_____ Authorized Signature	_____ Title	_____ Date
-------------------------------	----------------	---------------

Approved for Legal Sufficiency:

<u>Exempt per OAR 137-045-0030(1)(a)</u> Assistant Attorney General	_____ Date
--	---------------

Office of Contracts and Procurement:

_____ Contract Specialist	_____ Date
------------------------------	---------------

COUNTY COUNSEL DOCUMENT REVIEW
TRANSMITTAL FORM

DATE: 10/04/2016

TO: COUNTY COUNSEL
ATTORNEY: _____

FROM: Nancy Armano (name)

EXTENSION: 5012 DEPARTMENT/DIVISION: Sheriff, Admin


BILL TO Sheriff (216/1001) (Department/Division to be billed)

TYPE OF DOCUMENT: IGA with Oregon DHS

NAME OF DOCUMENT: 2016 Specialist Interviewer Course

REQUESTED RETURN DATE: 10/11/2016

APPROVED AS TO FORM:

County Counsel: 

Date: 10/6/16

Counsel Comments:

Intergovernmental Agreement
Oregon Department of Human Services
Signature Page (revised for required signatures)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates set forth below their respective signatures.

Signatures:

State of Oregon:

(See attached)

By: Department of Human Services

Date

(See attached)

By: Office of Contracts and Procurement

Date

Clackamas County:

(See Attached)

Craig Roberts, Sheriff, Clackamas County Sheriff's Office

Date

John Ludlow, Chair, Clackamas County Board of Commissioners

Date

Approved as to form by:

(See attached)

Clackamas County Counsel

Date

EXHIBIT A

Part 1 Program Description

2016 Specialist Interviewer Course

1. Description of Need

Sex offenses against children are chronically under-reported and typically, the burden of disclosure is on the child victim. While we cannot identify every child who has been victimized, we can help identify victims once we have identified an offender. Working with an offender to disclose hands-on offenses starts at the time of arrest and continues through conviction, treatment, and supervision.

The Bourke and Hernandez (2009) study begins to show the number of victims who are currently going unnoticed. The study reviewed a sample of 155 offenders convicted of child pornography possession, receipt or distribution (but not manufacturing), who were participating in the U.S. Bureau of Prisons Sex Offender Treatment Program. Initially, 26% (40) of the sample admitted to hands-on offenses and disclosed a total of 75 victims. At the end of the study, 85% (131) of the sample admitted to hands-on offenses and disclosed 1,777 victims. That is an average of 13.56 victims per offender, the overwhelming majority of which were previously unreported. This study highlights the prevalence of hands-on sexual offenses among child pornography offenders, and rather dramatically demonstrates how many child sexual offenses go unreported, and how many victims are therefore never identified.

Law enforcement officers who work these types of cases will state there are many interrogation and interviewing technique courses available designed to help obtain a confession and becoming a skilled interrogator. This course offered by Dr. Sullivan has a different objective. It moves beyond confession and conviction and focuses on understanding offender behavior in order to design an interview strategy that will help identify victims and have a more accurate understanding of the risks posed by a particular offender. This course provides an excellent opportunity to equip investigators, probation officers, and prosecutors with the skills they need to competently and thoroughly interview suspects, obtain admissions, and most importantly, identify and rescue previously unknown and unidentified victims of child sexual abuse and exploitation thus limiting the trauma that children and families have been experiencing.

2. Project Objectives:

As outlined by Dr. Sullivan's course description, by the end of the course each participant will be able to:

- Understand the prevalence of child sexual abuse and the degree to which criminal records reflect a perpetrators pattern of sexual offending.
- Recognize the myths and facts about child sexual abuse.
- Understand the role which behavior analysis can play in facilitating a better understanding of offender behavior.

- Identify common characteristics of offending behavior.
- Plan for more effective offender interviews & meetings.
- Use behavioral analysis tools to create accurate risk assessments.
- Understand how offender motivations and justifications create a “spiral of abuse”.
- Better decide what the important questions to ask each offender are.
- Recognize grooming & manipulation more readily.
- Understand the key features and issues related to women who sexually offend.
- Distinguish the importance of identifying offenders who travel to facilitate the sexual exploitation of children.
- Identify the prevalence and key features of offenders who engage in group-based child sexual exploitation.
- Comprehend the risk factors related to sex offenders who view/download images of child sexual abuse.
- Use advanced techniques and practical skills to encourage engagement in the interview.
- Apply theoretical technique to plan effective interviews.
- Better analyze sexual offending against children.
- Profile a subject.
- Understand and apply the Sullivan behavior analysis tool (S-BAT).
- Utilize the Projected Personalities Matrix (PPM).
- Design a layered interview approach.

3. Performance Measures:

Outcomes will be measured using a survey at the completion of the course, as well as a follow-up survey after the participants have had an opportunity to utilize the tools learned through the course. The survey questions will focus on whether participants increased their skills, and whether they believe they have the ability to use, in their current positions, the tools and information they learned during the course. The CJA Task Force will review all submitted materials to evaluate whether this course is able to increase institutional knowledge and create substantial change in practice in Oregon in relation to the statewide child welfare system.

4. Deliverables: Recipient shall provide the following reports to Jennifer.wynhausen@state.or.us no later than the designated due dates:

Report	Due Date
Initial Report	December 15, 2016
Final Report	June 15, 2017

- a. The initial report shall include, but is not limited to the following elements:
 - (1) List and count of attendees, including description clearly identifying attendee profession and employment location.
 - (2) A detailed summary of post training survey results to include the following: questions utilized; how the information presented has increased the skills of attendees; how the information presented has increased the ability of the professional organization each survey participant represents in better serving the population.
 - (3) Raw data collected from the initial post training survey.
 - (4) List of scholarship recipients, by employment category, and the criteria used in decision making
 - (5) A thorough evaluation of how this training moves beyond providing information to create a statewide change in practice by increasing knowledge both on an individual and institutional level.
- b. Final report shall include, but is not limited to the following elements:
 - (1) A detailed summary of the six-month follow-up survey results to include the following: questions utilized; how the information presented has increased the skills of attendees; how the information presented has increased the ability of the professional organization each survey participant represents in better serving the population.
 - (2) Raw data collected from the six-month follow-up survey.
 - (3) A thorough evaluation of how this training moves beyond providing information to create a statewide change in practice by increasing knowledge both on an individual and institutional level.
- c. The Oregon CJA Task Force may request an in person presentation of material produced with these funds.
- d. Oregon CJA Task Force Coordinator and/or members may request the opportunity to attend a portion of the training to determine efficacy of material presented.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Payment Provisions:

Recipient shall invoice DHS/CJA for the full amount of the grant (maximum, not-to-exceed specified in Section 3. "Grant Disbursement Generally.") at any time after all parties have signed the Agreement and no later than October 1, 2016.

Recipient shall submit invoice to Jennifer.wynhausen@state.or.us. Invoice must include:

- a. The Grant Agreement number;
- b. The Recipient's name and address;
- c. The Agreement contact name, phone number and email address;
- d. Date of the invoice; and
- e. An itemized description of how Grant funds were used.

2. Budget: Attached 1, Budget, Attached under separate cover.

EXHIBIT A

Part 3

Special Terms and Conditions

Reserved

EXHIBIT B
Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the implementation of the project. Without limiting the generality of the foregoing, Recipient 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. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
 - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that DHS' participation in this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to
 - b. **Disbursement Method.** Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other DHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial

institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to DHS on a DHS-approved form.

5. Recovery of Overpayments.

Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement "Misexpended Funds" or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to DHS. Recipient shall return all Misexpended Funds to DHS promptly after DHS' written demand and no later than 15 days after DHS' written demand. Recipient shall return all Unexpended Funds to DHS within 14 days after the earlier of termination or expiration of this Agreement. DHS, in its sole discretion, may recover Misexpended or Unexpended Funds by withholding from payments due to Recipient such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if Recipient objects to the withholding or the amount proposed to be withheld, Recipient shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 13 of this Exhibit.

6. Reserved.

7. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Recipient (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The

State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Recipient is jointly liable with the State (or would be if joined in the Third Party Claim), the Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Recipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Recipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

This Section shall survive expiration or termination of this Agreement.

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

9. **Default; Remedies; Termination.**

- a. Default by Recipient. Recipient shall be in default under this Agreement if:
- (1) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
 - (2) Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by DHS to measure compliance with this Agreement, the expenditure of disbursements or the desired outcomes by Recipient is untrue in any material respect when made;
 - (3) Recipient (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any

other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (3) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Recipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DHS' Remedies for Recipient's Default. In the event Recipient is in default under Section 9.a., DHS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

- (1) termination of this Agreement under Section 9.e.(2);
- (2) withholding all or part of monies not yet disbursed by DHS to Recipient;
- (3) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- (4) exercise of its right of recovery of overpayments under Section 5. of this Exhibit B.

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

If a court determines that Recipient was not in default under Section 9.a., then Recipient shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 9.e.(1).

c. Termination.

- (1) DHS' Right to Terminate at its Discretion. At its sole discretion, DHS may terminate this Agreement:
 - (a) For its convenience upon 30 days' prior written notice by DHS to Recipient;

- (b) Immediately upon written notice if DHS fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to continue supporting the program; or
 - (c) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that DHS' support of the program under this Agreement is prohibited or DHS is prohibited from paying for such support from the planned funding source.
 - (d) Immediately upon written notice to Recipient if there is a threat to the health, safety, or welfare of any person receiving funds or benefitting from services under this Agreement "DHS Client", including any Medicaid Eligible Individual, under its care.
- (2) DHS' Right to Terminate for Cause. In addition to any other rights and remedies DHS may have under this Agreement, DHS may terminate this Agreement immediately upon written notice to Recipient, or at such later date as DHS may establish in such notice if Recipient is in default under Section 9.a.
 - (3) Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.
 - (4) Return of Property. Upon termination of this Agreement for any reason whatsoever, Recipient shall immediately deliver to DHS all of DHS' property that is in the possession or under the control of Recipient at that time. This Section 9.c.(4) survives the expiration or termination of this Agreement.
 - (5) Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to DHS, Recipient shall immediately cease all activities under this Agreement unless, in a notice issued by DHS, DHS expressly directs otherwise.
- 10. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 11. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that DHS and the Secretary of State's

Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

12. Information Privacy/Security/Access. Not Applicable

13. Assignment of Agreement, Successors in Interest.

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

14. Resolution of Disputes. 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. This Section shall survive expiration or termination of this Agreement.

15. Subcontracts. Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that DHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. DHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

16. No Third Party Beneficiaries. DHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

17. 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. This Section shall survive expiration or termination of this Agreement.

18. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
250 Winter St. NE, Room 306
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

19. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
20. **Amendments; Waiver; Consent.** DHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent 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 that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
21. **Merger Clause.** This Agreement 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.
22. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

EXHIBIT C

Subcontractor Insurance Requirements

Not Applicable

EXHIBIT D
Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Recipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Recipient, or to the grant activities, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** Recipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Recipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of DHS Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Recipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Recipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** Recipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
 - b. 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 Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Recipient 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 and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. 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.
 - e. No part of any federal funds paid to Recipient under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** Recipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. Recipient shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If Recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Recipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If Recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Recipient is

exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient's workplace or while providing services to DHS Clients. Recipient's notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or

mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. Pro-Children Act. Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Recipient shall acknowledge Recipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. Agency-based Voter Registration. If applicable, Recipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an

individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Recipient shall make the disclosures required by this Section to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Recipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

ATTACHMENT 1

Budget

Attached under separate cover



October 20, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding between
Clackamas County Parks and the Madrone Wall Preservation Committee
for the Donation to Madrone Wall Park Capital Construction Project

Purpose/Outcomes	Clackamas County Parks and Madrone Wall Preservation Committee have partnered to secure funding needed for the Phase 1 capital construction requirements to open Madrone Wall Park.
Dollar Amount and Fiscal Impact	\$85,000.00
Funding Source	Madrone Wall Preservation Committee
Duration	N/A
Previous Board Action	The Board has previously approved the Capital and O&M plans related to Phase 1 construction in study session on March 1, 2016. .
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Residents will experience a clean, safe and healthy recreation opportunity.
Contact Person	Rick Gruen, County Parks & Forest Manager, 503.742.4345

BACKGROUND: This MOU acknowledges the collaborative partnership between the Madrone Wall Preservation Committee and County Parks to develop Madrone Wall as envisioned in the modified concept plan and opening the park for public access. The MOU further recognizes MWPC raising outside funds to donate to help meet the capital funding requirement for Phase 1 construction. Other funding sources include a grant from the Tourism Development Council and Clackamas County Parks FY16-17 budget. Clackamas County Parks will assume ownership of all capital assets, structures and materials purchased, built and installed with the donated funds.

County Counsel has reviewed the MOU.

RECOMMENDATION: Staff recommends the Board approve this MOU and authorizes the Director of Business and Community Services to sign the MOU on behalf of the County.

Respectfully submitted,

Gary Barth, Director
Business and Community Services

ATTACHMENT:

1. Memorandum of Understanding between Madrone Wall Preservation Committee and Clackamas County Parks & Forest.

MEMORANDUM OF UNDERSTANDING
Between
Madrone Wall Preservation Committee
And
Clackamas County Parks & Forest

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between Madrone Wall Preservation Committee, hereinafter referred to as “MWPC” and Clackamas County Parks, hereinafter referred to as “COUNTY.”

A. PURPOSE:

COUNTY and MWPC have entered into this MOU for the mutually beneficial purpose of developing Madrone Wall Park as envisioned in the modified Concept Plan and opening the park to public access and outdoor recreation. This MOU recognizes the collaborative effort of MWPC and COUNTY to identify and seek the funds necessary for capital construction requirements. Further, this MOU acknowledges that MWPC has successfully secured funds in the amount of \$85,000 and seeks to donate said funds to COUNTY to be used towards the capital construction project.

B. GENERAL PROVISIONS:

1. MWPC shall remit a check to COUNTY in the amount of \$85,000.00 with the signing of this MOU.
2. COUNTY intends to oversee and carry out the capital construction requirements necessary to complete phase 1 of the project.
3. The parties acknowledge COUNTY is the owner the land on which the Madrone Wall Park resides and that any improvements made thereon will be owned by COUNTY. It is further acknowledged that COUNTY will assume ownership of all capital assets, structures, and materials purchased, built and installed with the donated funds provided by MWPC.

C. PRINCIPAL CONTACTS:

County Parks & Forest (COUNTY)	Madrone Wall Preservation Committee (MWPC)
Rick Gruen, Manager	Keith Daellenbach, Director, Secretary/Treasurer
Clackamas County Parks & Forest	Madrone Wall Preservation Committee
150 Beaver Creek Road	5815 NE 31 st Avenue
Oregon City, OR 97045	Portland, OR 97211
Phone: 503-742.4345	Phone: 503.673.5065
E-Mail: rgruen@clackamas.us	E-Mail: kdaellenbach@att.net

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding in duplicate through their duly authorized officials as of the last date written below.

MADRONE WALL PRESERVATION COMMITTEE

 By: Keith Daellenbach, Director and Secretary/Treasurer

DATE: _____

CLACKAMAS COUNTY

 By: Gary Barth, Director, Business and Community Services

DATE: _____