

AGENDA

Thursday, December 3, 2015 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-123

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Second Reading of Ordinance No. 07-2015 Amending Chapter 2.09, County Administrator, of the Clackamas County Code (Stephen Madkour, County Counsel)
2. Second Reading of Ordinance No. **08-2015** Amending Chapter 6.03, Emergency Management, of the Clackamas County Code (Stephen Madkour, County Counsel)
3. First Reading for Ordinance No. _____, Repealing the Moratorium on Medical Marijuana Dispensaries (Chapter 6.12 of the Clackamas County Code) and Repealing Medical Marijuana Facility Regulations (Chapter 8.09 of the Clackamas County Code) and Declaring an Emergency (Nate Boderman, County Counsel)

III. BOARD DISCUSSION ITEM *(The following items will be individually discussed by the Board only, followed by Board action.)*

County Counsel

1. Board Order No. _____ Authorizing Acceptance of the Offer to Sell the Former Gladstone Elections Building, 825 Portland Ave. (Stephen Madkour, County Counsel)

VI. CONSENT AGENDA *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of an Agency Services Contract with Family SkillBuildger (FSB) for In-Home Safety and Reunification Service (IHRS) – *Children, Youth & Families*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Crisis Respite Service – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of a Cooperative Intergovernmental Agreement between Clackamas County and Clackamas County Service District No. 1 to Transfer Administration of the Local Septic Program (*also under WES, V.1*)

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Amend the Intergovernmental Agreement with the Oregon State Marine Board for the Clackamas County Boating Action Plan - *CCSO*

V. WATER ENVIRONMENT SERVICES

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

1. Approval of a Cooperative Intergovernmental Agreement between Clackamas County Department of Transportation and Development and Clackamas County Service District No. 1 to Transfer Administration of the Local Septic Program (*also under DTD B.1*)

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



OFFICE OF COUNTY COUNSEL

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

December 3, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Second Reading of Ordinance No. 07-2015 Amending Chapter 2.09,
County Administrator, of the Clackamas County Code

Purpose/Outcomes	Amend County Code - Chapter 2.09 County Administrator
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Not applicable
Safety Impact	The amendments are recommended to further the safe and efficient use of county resources and operations.
Duration	Indefinite; ordinances are effective ninety days after second reading.
Previous Board Action	The Board met in an October 20, 2015 policy session on this matter and decided to proceed to a public hearing and a first reading of the proposed ordinance. The first reading took place on Nov. 12, 2015.
Contact Person	Stephen L. Madkour, County Counsel

BACKGROUND:

County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee meets monthly to prioritize code amendments and draft new code provisions. The current code amendments concern revisions to County Code Chapter 2.09.

Chapter 2.09 - The amendments to Chapter 2.09 expand and clarify the authority of the County Administrator. In addition to some general housekeeping revisions, substantive changes include: The Board delegating to the County Administrator contract signing authority for any contract previously approved by the Board of County Commissioners. This delegation of authority shall apply both to the contract and any contract amendments; and the authority to draft and promulgate administrative rules and establish and implement operational policies. Additionally, the County Administrator's authority over county facilities has been expanded.

The code updates are intended to clarify and refine this chapter of the County Code. The proposed amendments to Chapter 2.09 concerning the authority of the County Administrator are intended to provide the Administrator with clear authority and latitude necessary to effectively manage county operations

These amendments are proposed by the Code Update Committee, which is comprised of a cross section of county staff and a commissioner representative.

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to adoption.

Respectfully submitted,

Stephen L. Madkour
County Counsel

ORDINANCE NO. 07-2015

**An Ordinance Amending Chapter 2.09, County Administrator, of the
Clackamas County Code**

WHEREAS, the Board would like to expand and clarify the authority of the County Administrator;

WHEREAS, the Board finds it beneficial to delegate contract signing authority to the County Administrator for contracts that have previously been approved by the Board; and

WHEREAS, the Board finds that the County Administrator should have the authority to implement administrative rules and operational policies; and

WHEREAS, the Board delegates authority over County facilities to the County Administrator; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 2.09 of the Clackamas County Code is hereby amended as shown in Exhibit A attached hereto.

ADOPTED this 3rd day of December, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CHAPTER 2.09

2.09 COUNTY ADMINISTRATOR

2.09.010 Office of County Administrator Created

The Office of County Administrator is created and the person holding that office shall act as the head of administration for the County and, if delegated by the district board, its service districts. [Added by Ord. 11-2002, 8/22/02]

2.09.020 Appointment

The County Administrator shall be appointed by and serve at the pleasure of the Board of County Commissioners. The relationship between the County and the County Administrator shall be as set forth in this Chapter and any employment agreement between the County and the County Administrator not inconsistent with this Chapter. [Added by Ord. 11-2002, 8/22/02]

2.09.030 Qualifications

The County Administrator shall be appointed by the Board of County Commissioners solely on the basis of his or her executive and administrative qualifications and experience and need not be a resident of the County or the State prior to his or her appointment. After the time of his or her appointment the County Administrator shall reside outside the County only by express permission of the Board. He or she shall receive a salary fixed by the Board commensurate with the responsibilities of the office. [Added by Ord. 11-2002, 8/22/02]

2.09.040 Vacancy

When a permanent vacancy occurs in the Office of County Administrator, the Board of County Commissioners shall designate an Acting County Administrator until such time as a County Administrator is appointed. Such person, while he or she is the Acting County Administrator, shall have all powers and duties conferred by this Chapter on the County Administrator. [Added by Ord. 11-2002, 8/22/02]

2.09.050 Absence or Disability

The County Administrator may designate an administrative officer of the County to exercise and perform his or her powers and duties conferred by the Chapter during his or her temporary absence or disability. [Added by Ord. 11-2002, 8/22/02]

2.09.060 Authority

A. A.—The County Administrator shall be the Chief Administrative Officer of the County and all County service districts, if that authority is delegated by the board of the district. The County Administrator shall be responsible to the Board of County Commissioners for the administration and management of the County and its service districts and shall have control and supervision of all administrative departments, divisions, offices, districts and agencies subject to his or her jurisdiction, except County Counsel, or as otherwise provided by law.

B. The County Administrator shall exercise no authority over the actions of elected County officials while they are performing the duties of their offices.

CB. The Board of County Commissioners hereby delegates to the County Administrator broad authority to perform his or her job functions. The County Administrator is responsible to the Board for the manner of his or her administration. The Board reserves to itself all of its legislative and judicial or quasi-judicial authority, unless expressly delegated.

D The Board of County Commissioners hereby delegates to the County Administrator contract signing authority for any contract previously approved by the Board of County Commissioners.

E. The Board of County Commissioners hereby delegates to the County Administrator the authority to draft and promulgate administrative rules and establish and implement operational policies.

FC. It shall be within the specific authority of the County Administrator to perform all day-to-day functions necessary for the administration and management of County affairs and the affairs of County service districts, if delegated. Such authority includes but is not limited to the following:

1. Provide for the proper administration of all ordinances, orders and resolutions of the County and its service districts, all contracts and franchises entered into by the County and service districts, and provide for the enforcement of all policies, rules, procedures, orders and regulations ~~adopted by the Board.~~
2. Keep the Board informed of pertinent matters related to the administration and management of the County and its service districts.
3. Serve as the Budget Officer for the County and its service districts and in that role prepare and submit to the Board and Budget Committee an annual budget and a long range capital improvement and expenditure program. Administer the provisions of the budget as adopted by the Board.
4. Prepare and submit to the Board an annual report on the finances and administrative activities of the County and its service districts for the preceding fiscal year, together with recommendations for the betterment of the public service.
5. Select, appoint, supervise, discipline or dismiss all County Administration staff and all employees designated as appropriate for unclassified status under Section 2.05.040(3)(B)(11), except the Office of County Counsel and any elected officers. The County Administrator has the authority to sign employment contracts for such designated unclassified employees, consistent with other employment contracts. The County Administrator shall consult the Board on these matters.

6. Manage and administer the County and service districts personnel programs. Prepare and recommend to the Board employee compensation plans.
7. Coordinate the work and facilities of all offices, departments and agencies, both elective and appointive, and devise ways and means whereby efficiency and economy may be secured in the operation of all offices, departments, districts and agencies.
8. Formulate and present to the Board plans for the implementation for goals adopted by the Board.
9. Administer the risk management program for the County and its service districts.
10. Direct the use, operation, maintenance, control and custody of all County and district property, buildings, works and improvements.
~~according to any policies adopted by the Board.~~
11. Furnish the Board with information, proposals and recommendations concerning the operation of County departments, districts, boards and commissions.
12. Unless excused by the Board, attend regular meetings of the Board, participate in the discussions and make recommendations for action by the Board.
133. Conduct such other activities and assignments as may be required by the Board.

[Added by Ord. 11-2002, 8/22/02; Amended by Ord. 01-2009, 2/5/09]

2.09.070 Delegation of Authority

The County Administrator may delegate any authority granted by this Chapter to County department heads or other County or district staff, in a manner consistent with the provisions of the County Code.

[Added by Ord. 11-2002, 8/22/02]

2.09.080 Term

The County Administrator shall be appointed for an indefinite term. The County Administrator is an at-will employee and may be removed at the pleasure of the Board, consistent with any applicable employment agreement.

[Added by Ord. 11-2002, 8/22/02]

2.09.090 Interaction with County Administrator, Employees

In the exercise of their authority as members of the governing body of the County, Board members may individually, or as a group in a public meeting, discuss fully and freely with the County Administrator any matter pertaining to County affairs or the interests of the County. Board members may not direct any County employee, other than the County Administrator or County Counsel, in the performance of their duties. This section shall not be construed to prohibit a Board member from pursuing their role as ombudsman in making inquires of County employees concerning the day to day conduct of County affairs.

[Added by Ord. 11-2002, 8/22/02; Amended by Ord. 01-2009, 2/5/09]



OFFICE OF COUNTY COUNSEL

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

December 3, 2015

Stephen L. Madkour
 County Counsel

Board of County Commissioner
 Clackamas County

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
 Assistants

Members of the Board:

**Second Reading of Ordinance No. 08-2015 Amending Chapter 6.03,
Emergency Management, of the Clackamas County Code**

Purpose/Outcomes	Amend County Code - Chapter 6.03 Emergency Management
Dollar Amount and Fiscal Impact	No fiscal impact
Funding Source	Not applicable
Safety Impact	The amendments are recommended to further the safe and efficient use of county resources and operations.
Duration	Indefinite; ordinances are effective ninety days after second reading.
Previous Board Action	The Board met in an October 20, 2015 policy session on this matter and decided to proceed to a public hearing and a first reading of the proposed ordinance. The first reading took place on November 12, 2015.
Contact Person	Stephen L. Madkour, County Counsel

BACKGROUND:

County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee meets monthly to prioritize code amendments and draft new code provisions. The current code amendments concern revisions to County Code Chapter 6.03.

Chapter 6.03 - The amendments to Chapter 6.03 serve to clarify and update the emergency management regulations. County Counsel has worked with the Department of Emergency Management regarding three areas to be updated in Chapter 6.03 of the County Code. The first

deals with Board functions. The current provisions are premised on a three member board, so the update adds clarity on order of authority succession and the timing and effect of orders without a quorum. The second area of the update includes some best practices language to better address the contribution of private resources to recovery efforts in 6.03.070. Finally, the proposed amendments provide technical updates to the statutory references and clarify the process.

The code updates are intended to clarify and refine those sections of the County Code that require revisions. The amendments to Chapter 6.03 update the Code to make it consistent with the five-member board.

These amendments are proposed by the Code Update Committee, which is comprised of a cross section of county staff and a commissioner representative.

RECOMMENDATION:

Staff recommends the Board of County Commissioners read the proposed ordinance by title only and proceed to adoption.

Respectfully submitted,

Stephen L. Madkour
County Counsel

ORDINANCE NO. 08-2015

**An Ordinance Amending Chapter 6.03, Emergency Regulations, of the
Clackamas County Code**

WHEREAS, the Board finds it beneficial to update and clarify the Emergency Regulations of the County; and

WHEREAS, the Board finds that the order of succession for the Emergency Regulations Board needs clarification; and

WHEREAS, the Board finds it necessary to update language regarding the contribution of private resources to recovery efforts; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 6.03 of the Clackamas County Code is hereby amended as shown in Exhibit A attached hereto.

ADOPTED this 3rd day of December, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

Chapter 6.03

6.03 EMERGENCY REGULATIONS

6.03.010 Purpose

The purpose of this chapter is to provide a procedure to minimize injury to persons, the environment, and property. In addition, to preserve the established civil authority in the event a state of emergency exists within the unincorporated areas of Clackamas County or within the incorporated areas of Clackamas County, if assistance is requested by such incorporated jurisdiction.

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

6.03.020 Definition Of Emergency

For the purposes of this ordinance, emergency is defined as any man-made or natural event or circumstance causing or threatening loss of life; injury to persons, the environment, or property; human suffering; or financial loss to the extent that extraordinary measures must be taken to protect the public health, safety, and welfare. Such event shall include, but not be limited to; fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills of oil or other hazardous substances, disease, blight, infestation, utility or transportation service disruptions, civil disturbance, riot, sabotage, terrorism, war or any other such emergency as defined under Oregon Revised Statute, Chapter 401, as may be amended from time to time.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2006, 6-29-06]

6.03.030 Authority Of County

Under the provisions of ORS Chapter 401 and any successor statutes, the authority, and responsibility for responding to emergencies is placed at the local government level. ORS Chapter 401 further mandates that the County shall establish an emergency management agency to perform emergency program management functions ~~to including~~, but not limited to; program development, fiscal management, coordination with non-governmental agencies and organizations, public information, personnel training, and development and implementation of exercises to test the system.

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

6.03.040 Declaration Of Emergency

When, in the judgment of the Board of County Commissioners, a state of emergency exists, it shall declare in writing and publicize the existence of it. At the earliest practical opportunity, a written declaration of emergency shall be adopted by the Board and made a part of the County's official records. If circumstances prohibit the timely action of the Board of County

Commissioners, the Chair of the Board may declare a state of emergency, provided that the approval of a majority of the Board of County Commissioners is sought and obtained at the first available opportunity. Upon that declaration of emergency, the Chair of the Board is empowered to assume centralized control of, and have authority over, all departments, divisions, and offices of Clackamas County in order to implement the provisions of this chapter. The state of emergency declared pursuant to this section shall specify the factors ~~that~~^{which} warrant the exercise of emergency controls.

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

6.03.050 Succession Of Authority

In the event that the Chair of the Board of County Commissioners is unavailable or unable to perform his or her duties under the ordinance, the duties shall be performed by:

- A. The Vice-Chair of the Board of County Commissioners;
- B. ~~If the Vice-Chair is unable to perform the required duties, then t~~
- B. ~~The remaining members of the Board of County Commissioners in order of seniority;~~
- C. ~~If the remaining members of the Board are unable to perform the required duties, then~~
- C. ~~The Clackamas County Administrator or designee.~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2006, 6-29-06]

6.03.060 Regulation And Control

Whenever a state of emergency has been declared to exist within unincorporated Clackamas County, or on the request of a municipality's governing body, the Board of County Commissioners is empowered to order and enforce the measures listed herein below. However, if circumstances prohibit the timely action of the Board of County Commissioners, the Chair of the Board may order emergency measures, provided that approval from a majority of the Board of County Commissioners is sought and obtained at the first available opportunity, or else the Chair's order will become invalid after if such approval is not granted. Such emergency measures shall include, but not be limited to:

- A. Establish a curfew for the area designated as an emergency area, which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;
- B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;
- C. Barricade streets and roads, as well as access points onto streets and roads, ~~and p.~~ ~~In addition,~~ prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances;
- D. Evacuate persons from the area designated as an emergency area;
- E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;
- F. Commit to mutual aid agreements;
- G. Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Control

Contract Review Board rules, Appendix "B", Section B110.030, et seq.;

- H. Redirect funds for emergency use; and
- I. Order such other measures as are found to be immediately necessary for the protection of life and/or property.

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

6.03.070 Acquisition Of Resources

Under this section, the Board of County Commissioners is authorized to extend government authority to non-governmental resources (i.e.: personnel, equipment) thatwhich may support regular government forces during an emergency and may enter into agreements with other public and private agencies for either use of governmental resources in aid of authorized private agency efforts related to the emergency or for private resources to aid governmental efforts. When real or personal property is taken under power granted by this section, the owner of the property shall be entitled to immediate notice of the requisition by the BoardCounty under its authority hereunder and to receive reasonable compensation within a reasonable time period.

Under the provisions of ORS Chapter 401, State resources are available when the appropriate response to an emergency is beyond the capability of the county in which it occurs.

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

6.03.080 Penalty

- A. Any person, firm, corporation, association or entity who violates any emergency measure taken by the Board of County Commissioners under authority of this chapter shall be subject, upon conviction, to a fine in an amount set by resolution of the Board of County Commissioners.
- B. Each day of violation shall be deemed a separate offense for purposes of imposition of penalty up to the maximum allowed by law.
- C. Where the Oregon Revised Statutes provide for a penalty for anthe act, commission, or omission, the penalty prescribed herein shall be no greater than the penalty prescribed by said Oregon Revised Statues.

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

6.03.090 Responsibility For Emergency Management

For purposes of this Ordinance, in accordance with ORS Chapter 401 or any successor statutes, the Emergency Management Agency for Clackamas County shall be the Clackamas County Department of Emergency Management. The Clackamas County Administrator is hereby designated as the Emergency Program Manager. Day-to-day management of the emergency program may be delegated to the Emergency Management Director. The National Incident Management System (NIMS) shall be used as the foundation for incident command, coordination and support activities.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

December 3, 2015

Board of County Commissioners
 Clackamas County

Members of the Board:

First Reading of Ordinance Repealing the Moratorium on Medical Marijuana Dispensaries (Chapter 6.12 of the Clackamas County Code) and Repealing Medical Marijuana Facility Regulations (Chapter 8.09 of the Clackamas County Code), and Declaring an Emergency

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
 Assistants

Purpose/Outcomes	Ordinance repealing the Moratorium on Medical Marijuana Dispensaries and repealing Medical Marijuana Facility Regulations in Clackamas County from County Code (which will be replaced and superseded by ZDO-254 in the County Zoning and Development Ordinance, if it is adopted); and declaring an emergency to allow the repeal to go into effect immediately upon approval.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	N/A
Previous Board Action	The Board approved the moratorium on medical marijuana facilities April 24, 2014. The Board modified the moratorium on January 8, 2015. The Board adopted time, place and manner regulations for marijuana vending facilities on April 16, 2015. This action is related to the adoption of ZDO-254, which the Board held a study session for on November 10, 2015, and public hearings on November 23 and December 2, 2015.
Strategic Plan Alignment	1. N/A 2. Ensure safe, healthy and secure communities.
Contact Person	Nate Boderman, Assistant County Counsel – 503-655-8364
Contract No.	N/A

BACKGROUND:

On March 19, 2014, Senate Bill 1531 was signed into law, which gave local governments the authority to impose “time, place and manner” regulations on medical marijuana dispensaries. The bill provided local governments the authority to impose up to a one-year moratorium on medical marijuana dispensaries, provided the moratorium was adopted by May 1, 2014. A number of local governments around the state imposed moratoriums under this law. The Board adopted Ordinance 01-2014 in the County Code on April 24, 2014, which imposed a one-year moratorium on medical marijuana facilities in the County.

On November 4, 2014 voters approved Measure 91, legalizing the consumption and sale of recreational marijuana in Oregon.

On January 8, 2015, the Board enacted Ordinance 01-2015 in the County Code, modifying Ordinance 01-2014 to exclude from the moratorium those medical marijuana dispensaries that had obtained approval from the Oregon Health Authority prior to the adoption of the original moratorium.

On April 16, 2015, the Board adopted Ordinance 04-2015 into the County Code, regulating the time, place and manner of marijuana vending facilities.

In 2015, the State Legislature passed five bills related to the regulation and taxation of recreational and medical marijuana. The most significant of these five bills is House Bill 3400, which revised a number of the key elements of Measure 91 and clarified provisions related to local regulation of marijuana businesses.

In July, the Board directed staff to proceed with drafting new and amended land use regulations for recreational and medical marijuana facilities.

The Board is currently considering amendments to the Clackamas County Zoning and Development Ordinance (ZDO-254) to adopt regulations affecting recreational and medical marijuana-related land uses in the County. The Board recently held public hearings on ZDO-254 on November 23 and December 2, 2015. If that ordinance is approved, the repeal ordinance will be needed for the following reasons.

- **Chapter 8.09:** Repeal of Chapter 8.09 will avoid conflicts and duplication of regulations across differing sections of the County Code in the event ZDO-254 is adopted. A number of the substantive provisions that were adopted in Ordinance 04-2015 (Chapter 8.09 of the Clackamas County Code) are proposed to be relocated into Chapter 841 of the Zoning and Development Ordinance as part of the adoption of ZDO-254. ZDO-254 will also contain certain changes to the standards currently in place in Chapter 8.09 as a result of new state law requirements and certain changes resulting from the Board's consideration of time, place and manner regulations.
- **Chapter 6.12:** Repealing Chapter 6.12 will eliminate a section of the Code that is no longer operative. The moratorium authorized by Senate Bill 1531, and adopted as Ordinance 01-2014 (Chapter 6.12 of the Clackamas County Code) terminated on May 1, 2015. There has been no further authorization to extend the moratorium.

RECOMMENDATION:

Staff recommends the Board hold this public hearing and schedule a second reading of the ordinance on December 17, 2015.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

Attachments:
Proposed Ordinance
County Code Chapters 6.12 & 8.09

ORDINANCE NO. _____

An Ordinance Repealing Chapters 6.12, Medical Marijuana Facility Moratorium and 8.09, Medical Marijuana Facility, of the Clackamas County Code and Declaring an Emergency

WHEREAS, on April 24, 2015, under the authority granted in Senate Bill 1531 (2014) the Board of County Commissioners enacted Ordinance 01-2014, a moratorium prohibiting the siting and operation of medical marijuana dispensaries within the jurisdictional boundaries of unincorporated Clackamas County. An emergency was declared and the moratorium was effective immediately; and

WHEREAS, on January 8, 2015, the Board of County Commissioners enacted Ordinance 01-2015 which modified the moratorium described above to exclude from the moratorium those medical marijuana dispensaries that had obtained approval from the Oregon Health Authority prior to the adoption of the moratorium; and

WHEREAS, the moratorium authorized by Senate Bill 1531, and adopted as Ordinance 01-2014 (Chapter 6.12 of the Clackamas County Code), terminated on May 1, 2015; and

WHEREAS, repealing Chapter 6.12 will eliminate a section of the Code that is no longer operative; and

WHEREAS, on April 16, 2015, the Board enacted Ordinance 04-2015 which regulated the time, place and manner of marijuana vending facilities; and

WHEREAS, in 2015, the State Legislature enacted House Bill 3400 (2015) which included provisions related to local regulation of marijuana businesses; and

WHEREAS, certain provisions enacted in Ordinance 04-2015 will be inconsistent with state law if they remain in effect after January 4, 2016; and

WHEREAS, the Board is considering amendments to the Clackamas County Zoning and Development Ordinance (ZDO-254) whereby certain provisions located in Chapter 8.09 of the Clackamas County Code (Ordinance 04-2015) will be relocated into Chapter 841 of the Zoning and Development Ordinance as part of the adoption of ZDO-254 and certain changes to the standards currently located in Chapter 8.09 will be made as a result of new state law requirements and the Board's consideration of issues related to time, place and manner regulation; and

WHEREAS, repeal of Chapter 8.09 will avoid conflicts and duplication of regulations across differing sections of the County Code in the event ZDO-254 is adopted; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 6.12, Medical Marijuana Facility Moratorium, of the Clackamas County Code is hereby repealed.

Section 2: Chapter 8.09, Medical Marijuana Facility, of the Clackamas County Code is hereby repealed.

Section 3: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective on January 4, 2016.

ADOPTED this 17th day of December, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

File ZDO-254
Proposed Zoning and Development Ordinance Amendments
Draft Date 11/16/15

Text to be added is underlined.

841 MARIJUANA PRODUCTION, PROCESSING, AND RETAILING

841.01 APPLICABILITY

Section 841 applies to:

- A. Marijuana production in the AG/F, EFU, FF-10, RRFF-5, and TBR Districts;
- B. Marijuana processing in the AG/F, EFU, FF-10, and RRFF-5 Districts; and
- C. Marijuana retailing in the C-2, C-3, CC, NC, OC, PMU, RC, RCC, RCO, RTC, RTL, and SCMU Districts.

841.02 PROCEDURE

Marijuana production, marijuana processing, and marijuana retailing require review as Type I applications pursuant to Section 1307, *Procedures*, except:

- A. In the AG/F and EFU Districts, marijuana processing requires review as a Type II application pursuant to Section 1307; and
- B. In the FF-10 and RRFF-5 Districts, marijuana processing is a conditional use that requires review as a Type III application pursuant to Section 1307.

841.03 MARIJUANA PRODUCTION AND MARIJUANA PROCESSING

Marijuana production and marijuana processing shall be subject to the following standards and criteria:

- A. Minimum Lot Size. A minimum lot size standard shall apply as follows:
 - 1. In the FF-10 and RRFF-5 Districts, the subject property shall be a minimum of five acres, except that if the majority of abutting properties are equal to or greater than two acres, the subject property shall be a minimum of two acres. Abutting properties include properties that are contiguous to the subject property, as well as properties directly across any access drive, or private, public, or county road, provided the functional classification of the road is below that of a collector.
 - 2. In the AG/F, EFU, and TBR Districts, the subject property shall be a minimum of two acres, except that if marijuana production is proposed

outside a building, the subject property shall be a minimum of five acres.

B. Minimum Yard Depth/Distance from Lot Lines. In the FF-10 and RRFF-5 Districts, the minimum front, rear, and side yard depths for any structure used for marijuana production or marijuana processing shall be 50 feet. In the AG/F, EFU, and TBR Districts, any area that is outside a fully enclosed building and is used for marijuana production shall be a minimum of 100 feet from all lot lines.

C. Indoor Production and Processing. In the FF-10 and RRFF-5 Districts, marijuana production and marijuana processing shall be located entirely within one or more completely enclosed buildings. In the AG/F, EFU, and TBR Districts, marijuana processing shall be located entirely within one or more completely enclosed buildings.

D. Maximum Building Space. The following standards apply in the FF-10 and RRFF-5 Districts:

1. A maximum of 5,000 square feet of building space may be used for all activities associated with marijuana production on the subject property.
2. A maximum of 3,000 square feet of building space may be used for all activities associated with marijuana processing on the subject property.
3. If only a portion of a building is authorized for use in marijuana production or marijuana processing, a partition wall at least seven feet in height, or a height as required by the County Building Codes Division, whichever is greater, shall separate the marijuana production or marijuana processing space from the remainder of the building. A partition wall may include a door, capable of being closed, for ingress and egress between the marijuana production or marijuana processing space and the remainder of the building.

E. Access. The subject property shall have frontage on, and direct access from, a constructed public, county, or state road, or take access on an exclusive road or easement serving only the subject property. However, this standard will be waived if the property takes access via a private road or easement which also serves other properties and evidence is provided by the applicant, in the form of a petition, that all other property owners who have access rights to the private road or easement agree to allow the specific marijuana production or marijuana processing described in the application. Such evidence shall include any conditions stipulated in the agreement.

F. Lighting. Lighting shall be regulated as follows:

1. Light cast by light fixtures inside any building used for marijuana production or marijuana processing shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.

2. Outdoor marijuana grow lights shall not be illuminated from 7:00 p.m. to 7:00 a.m. the following day.
3. Light cast by exterior light fixtures other than marijuana grow lights (e.g., security lights, driveway lights) shall not spill onto adjacent lots.

G. Odor. A building used for marijuana production or marijuana processing shall be equipped with an activated carbon filtration system for odor control.

1. The system shall consist of one or more fans and filters.
2. The fan(s) shall be sized for cubic feet per minute (CFM), and the filter(s) shall be rated for the applicable CFM.
3. The filtration system shall be maintained in working order and shall be in use.
4. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
5. Negative air pressure shall be maintained inside the building.
6. An alternative odor control system is permitted if the applicant submits a report by a mechanical engineer licensed in the State of Oregon demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required.

H. Noise. The applicant shall submit a noise study by an acoustic engineer licensed in the State of Oregon. The study shall demonstrate that mechanical equipment used for heating, ventilating, air conditioning, or odor control will not produce sound that, when measured at any lot line of the subject property, exceeds 50 dB(A).

I. Security Cameras. If security cameras are used, they shall be directed to record only the subject property and public rights-of-way, except as required to comply with licensing requirements of the Oregon Liquor Control Commission (OLCC) or registration requirements of the Oregon Health Authority (OHA).

J. Water. The applicant shall submit:

1. A water right permit or certificate number for the proposed marijuana production or marijuana processing;
2. A statement that water is supplied from a public or private water provider, along with the name and contact information of the water provider; or
3. Proof from the Oregon Water Resources Department that the water to be used for marijuana production or marijuana processing is from a source that does not require a water right.

K. Waste Management. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the OLCC licensee or OHA registrant.

L. Residency. In the FF-10 and RRF-5 Districts, a minimum of one of the following shall reside in a dwelling unit on the subject property:

1. An owner of the subject property;
2. A holder of an OLCC license for marijuana production, provided that the license applies to the subject property;
3. A holder of an OLCC license for marijuana processing, provided that the license applies to the subject property;
4. A person registered with the OHA as a person designated to produce marijuana by a registry identification cardholder, provided that the registration applies to the subject property; or
5. A person registered with the OHA as a person responsible for a marijuana processing site, provided that the registration applies to the subject property;

M. Exceptions. Marijuana production or marijuana processing, provided such production or processing is done pursuant to registration with the OHA, is not required to comply with Subsections 841.03(F)(3) and (G) through (L), provided that the minimum front, rear, and side yard depths for any structure used for marijuana production or marijuana processing shall be 100 feet.

841.04 MARIJUANA RETAILING

Marijuana retailing shall be subject to the following standards and criteria:

- A. Hours. A marijuana retailer may only sell to consumers between the hours of 7:00 a.m. and 10 p.m. and may only permit consumers to be present in the building space occupied by the marijuana retailer between the hours of 7:00 a.m. and 10 p.m.
- B. Odor. A building used for marijuana retailing shall be equipped with an activated carbon filtration system for odor control.
 1. The system shall consist of one or more fans and filters.
 2. The fan(s) shall be sized for cubic feet per minute (CFM), and the filter(s) shall be rated for the applicable CFM.
 3. The filtration system shall be maintained in working order and shall be in use.

4. Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.
5. Negative air pressure shall be maintained inside the building.
6. An alternative odor control system is permitted if the applicant submits a report by a mechanical engineer licensed in the State of Oregon demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required.

C. Window Service. The use shall not have a walk-up window or drive-thru window service.

D. Waste Management. Marijuana waste shall be stored in a secured waste receptacle in the possession of and under the control of the OLCC licensee or OHA registrant.

E. Minors. No one under the age of 21 shall be permitted to be present in the building space occupied by the marijuana retailer, except as allowed by state law.

F. Co-Location of Related Activities and Uses. Marijuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by the marijuana retailer. In addition, marijuana retailing shall not be co-located on the same lot of record or within the same building with any marijuana social club or marijuana smoking club.

G. Minimum Separation Distances. Minimum separation distances shall apply as follows:

1. The use shall be located a minimum of 1,000 feet from a public elementary or secondary school for which attendance is compulsory under Oregon Revised Statutes 339.020, including any parking lot appurtenant thereto and any property used by the school; or a private or parochial elementary or secondary school, teaching children as described in ORS 339.030(1)(a), including any parking lot appurtenant thereto and any property used by the school;
2. If the use is licensed by the Oregon Liquor Control Commission (OLCC) pursuant to [insert reference from Oregon Laws], it shall be located a minimum of 1,000 feet from any other marijuana retailer so licensed by the OLCC.
3. If the use is registered with the Oregon Health Authority (OHA) pursuant to [insert reference from Oregon Laws], it shall be located a minimum of 1,000 feet from any other marijuana retailer so registered with the OHA.
4. For purposes of Subsection 841.04(G)(1), distance shall be measured from the lot line of the affected school property to the closest point of the building space occupied by the marijuana retailer. For purposes of Subsections

841.04(G)(2) and (3), distance shall be measured from the closest point of the building space occupied by one marijuana retailer to the closest point of the building space occupied by the other marijuana retailer.

5. A change in use to another property to a use identified in Subsection 841.04(G) after a complete Type I application for marijuana retailing has been filed shall not result in the marijuana retailer being in violation of Subsection 841.04(G).
6. Subsection 841.04(G) does not apply to any marijuana retailer that obtained full, unconditional approval of a registration from the OHA on or before March 31, 2015, that is operating in a building space where marijuana retailing activities approved by the OHA have been continuously occurring in that building space since May 31, 2014, except during the effective dates of the Medical Marijuana Facility Moratorium adopted pursuant to Clackamas County Ordinance 01-2014.
7. In case of a conflict under Subsection 841.04(G)(2) or (3), any person who has received approval of a Type I land use permit for marijuana retailing, shall be deemed to have established marijuana retailing at the approved location, so long as the marijuana retailer begins operation within one year of the date of the County's final decision on the Type I land use permit application. If more than one Type I application is in process with the County at one time, the County shall issue decisions in the order in which complete applications were filed.

841.05 APPROVAL PERIOD

- A. Approval of a permit under Subsection 841.03 is valid for four years from the date of the final decision. If the County's final decision is appealed, the approval period shall commence on the date of the final appellate decision. During this four-year period, the approval shall be implemented, or the approval will become void.
 1. Implemented means all major development permits shall be obtained and maintained for the approved conditional use, or if no major development permits are required to complete the development contemplated by the approved conditional use, implemented means all other necessary County development permits (e.g., grading permit, building permit for an accessory structure) shall be obtained and maintained. A major development permit is:
 - a. A building permit for a new primary structure that was part of the approved development; or
 - b. A permit issued by the County for parking lot or road improvements required by the approved development.

B. Approval of a permit under Subsection 841.04 is valid for one year from the date of the County's final decision. During this one-year period, the approval shall be implemented, or the approval will become void. Implemented means that the marijuana retailer has begun operation. Notwithstanding this one-year implementation period, a complete application for a marijuana retailing license shall be filed with the Oregon Liquor Control Commission, or a complete application for a medical marijuana dispensary registration shall be filed with the Oregon Health Authority, within three months of the date of the County's final decision, or the approval will become void.

CHAPTER 6.12

6.12 MEDICAL MARIJUANA FACILITY MORATORIUM

6.12 MEDICAL MARIJUANA FACILITY MORATORIUM

- A. MORATORIUM DECLARED. The County of Clackamas hereby issues a moratorium prohibiting the operation of any medical marijuana facility in any area subject to the jurisdiction of Clackamas County. As used in this section, "medical marijuana facility" includes any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law. This subsection shall not apply to any medical marijuana facility, located within the Metro Urban Growth Boundary and which obtained full, unconditional approval by the Oregon Health Authority on or before April 23, 2014; provided, however, that medical marijuana facilities may only operate between 10:00 a.m. and 9:00 p.m., and that marijuana may not be consumed on the premises.
- B. ENFORCEMENT. The Sheriff is charged with enforcement of the moratorium.
- C. EFFECTIVE DATE. The moratorium imposed hereby is effective from and after the enactment of this ordinance and continues until May 1, 2015, unless otherwise lawfully rescinded or extended.
- D. REMEDIES NOT EXCLUSIVE. The remedies available under Senate Bill 1531 (2014) for a violation of the moratorium imposed by this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law. It is within the discretion of the Sheriff of Clackamas County to seek cumulative remedies for a violation of the moratorium imposed by this ordinance.
- E. SEVERABILITY. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.
- F. OREGON HEALTH AUTHORITY NOTICE. A copy of this Ordinance shall be forwarded to the Oregon Health Authority by regular mail and by any other such means as required by rule of the Oregon Health Authority.

(Added by Ord. 01-2014, 4/24/14; Amended by Ord. 01-2015, 1/8/15)

Chapter 8.09

8.09 MEDICAL MARIJUANA FACILITY

8.09.010 Purpose.

The purpose of this chapter is to minimize any adverse public safety and public health impacts that may result from allowing Medical Marijuana Facility in the County by adopting particular time, place and manner requirements.

[Adopted by Ord. 04-2015, 4/16/15]

8.09.020 Definitions.

- A. "Facility" means a medical marijuana facility.
 - B. "Marijuana" means all parts of the plant of the Cannabis Moraceae, whether growing or not, the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its resin, as may be defined by Oregon Revised Statutes or as they currently exist or may from time to time be amended. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or predation of the mature stalks (except the resin extracted there from), fiber oil, or cake, or the sterilized seed of the plant which is incapable of germination.
 - C. "Medical Marijuana" refers to marijuana dried, produced, kept, stored, delivered, transferred, dispensed or otherwise provided for the exclusive benefit of and use by a person to mitigate the symptoms or effects of a person's debilitating medical condition as defined in ORS 475.302.
 - D. "Medical Marijuana Facility" means a facility that is registered by the Oregon Health Authority under ORS 475.300-475.346 and that sells, distributes, transmits, gives, dispenses or otherwise provides medical marijuana to medical marijuana qualifying patients.
 - E. "Minor" means any person under 21 years of age who is not a medical marijuana card holder.
 - F. "Marijuana Vending Facility" means a marijuana facility selling cannabis products and operating under the "Control, Regulation, and Taxation of Marijuana and Industrial Hemp Act" or a Medical Marijuana Facility.
 - G. "Playground" means any outdoor facility (including any parking lot appurtenant thereto) intended for recreation, open to the public, and with any portion thereof containing three or more separate apparatus intended for the recreation of minors, including, but not limited to, sliding boards, swing sets, and teeterboards.
 - H. "Premises" means a location registered by the State of Oregon as a Medical Marijuana Facility and includes all areas at the location that are used in the business operated at the location, including offices, kitchens, restrooms, storerooms, and including all public and private areas where individuals are permitted to be present. Premises does not include the parking areas or the
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landscaped areas located outside of the building or buildings which accommodate the primary activities of the Medical Marijuana Facility.

- I. "Sensitive Use - Class I" means a public or private elementary, secondary or career school attended primarily by minors, including any parking lot appurtenant thereto and any property used by the school.
- J. "Sensitive Use - Class II" means a public park or public playground, a public library, recreational center, licenses treatment center, light rail transit station, adult foster care facility or a housing facility owned by a public housing authority.
- K. "Sensitive Use - Class III" means a licensed day care facility or licensed preschool including any parking lot appurtenant thereto and any property used by the facility or preschool.

[Adopted by Ord. 04-2015, 4/16/15]

8.09.030 Rules and Regulations.

Any Medical Marijuana Facility must comply with the following requirements, in addition to any other state or local requirements:

- A. The Medical Marijuana Facility may not operate in violation of applicable land-use, building and fire codes.
 - B. There shall be no manufacture or production of any extracts, oils, resins or similar derivatives of marijuana on the Premises of a Medical Marijuana Facility and no open flames shall be used in the preparation of any products.
 - C. Marijuana and tobacco products must not be smoked, ingested or otherwise consumed on the Premises of the Medical Marijuana Facility.
 - D. Operating hours for a Medical Marijuana Facility must be no earlier than 10:00 a.m. or later than 9:00 p.m. on the same day.
 - E. The Medical Marijuana Facility must not be co-located on the same property or within the same building with any marijuana social club or smoking club.
 - F. The Medical Marijuana Facility must utilize an air filtration and ventilation system that confines all objectionable odors associated with the Facility to the Facility Premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of an average, reasonable person with ordinary sensibilities after taking into consideration the character of the neighborhood in which the odor is made and the odor is detected.
 - G. The Medical Marijuana Facility must not permit any minor to be present anywhere on the Premises, unless accompanying a parent or guardian who is a cardholder to the waiting area as allowed by state law.
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- H. Registration and Compliance with Oregon Health Authority Rules. The facility's registration as a medical marijuana facility under ORS 475.314 must be in good standing with the Oregon Health Authority, and the facility must comply with all applicable laws and regulations administered by the Oregon Health Authority for facilities.
- I. Secure Disposal. The facility must provide for secure disposal of marijuana remnants or by-products; marijuana remnants or by-products shall not be placed within the facility's exterior refuse containers.
- [Adopted by Ord. 04-2015, 4/16/15]

8.09.040 Standards.

- A. A Marijuana Vending Facility may only operate where retail uses are permitted by the Clackamas County Zoning and Development Ordinance.
- B. A Marijuana Vending Facility shall not be located:
1. In any industrial or residential zoning district or outside of the Metro Urban Growth Boundary.
 2. Within a residence.
 3. Within:
 - a. 2500 feet of another Marijuana Vending Facility.
 - b. 2000 feet from a Sensitive Use - Class I.
 - c. 1500 feet from a Sensitive Use - Class II.
 - d. 500 feet from a Sensitive Use - Class III.
 - e. 100 feet of a residentially zoned property, however, this provision shall not apply to any parcel which fronts on a state highway or major arterial.
- C. For purposes of subsection B. all distances shall be measured from the property line of the affected property, (for example, a school) to the closest point of the space occupied by the facility.
- D. A change in use (including a rezone) to a neighboring property to a use identified in this section after a license has been issued for a Marijuana Vending Facility shall not result in the facility being in violation of this section.
- E. The provisions of Section 9.09.040(B) shall not apply to any Medical Marijuana Facility which applied for a registration with the Oregon Health Authority on or before March 3, 2014, and which subsequently obtained full, unconditional approval on or before May 31, 2014.
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- F. A Medical Marijuana Facility which falls under Section 8.09.040(B) may relocate to another location in the same building.
- G. In case of a conflict under Section 9.09.040(B)(3)(a), any person who has submitted a complete building permit application after first obtaining final approval from the relevant state licensing agency, shall be deemed to have established a facility at the licenses location, so long as the facility begins operation within 180 days of submittal of the building permit application.
- H. Home Occupation. A facility may not be operated as a home occupation, may not have a walk-up window or drive through, and may not operate from a non-fixed location.

[Adopted by Ord. 04-2015, 4/16/15]

8.09.050 Remedy for Noncompliance and Administrative Appeals.

- A. A building or structure established, operated, or maintained contrary to this chapter is a public nuisance and may be abated as provided for in Chapter 6.08.
- B. The remedy provided in this section is not exclusive and shall not prevent the County from exercising any other remedy available under the law, nor shall the provisions of this chapter prohibit or restrict the County or other appropriate prosecutor from pursuing criminal charges under state law or County ordinance.

[Adopted by Ord. 04-2015, 4/16/15]



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

December 3, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order Authorizing Acceptance of Offer to Sell
Gladstone Elections Building

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Purpose/Outcome	Authorization to accept an offer of sale of the former Gladstone Elections building.
Dollar Amount and Fiscal Impact	F.I.R.E. Restorations, Inc. has offered \$435,000 for the property.
Funding Source	N/A
Duration	N/A
Previous Board Action/Review	In September 2014, the Board of County Commissioners issued an Order finding that the facility was no longer needed for public use and that it was in the best interest of the public to sell the property. The Order authorized the County to list the property with a broker.
Strategic Plan Alignment	1. N/A 2. Build public trust through good government. Grow a vibrant economy. Build a strong infrastructure.
Contact Person	Stephen Madkour, County Counsel
Contract No.	N/A

BACKGROUND:

The County owns the property located at 825 Portland Avenue in Gladstone. The building had formally been used as the Gladstone Elections Office.

ORS 271.310 allows for the private sale of public property provided the governmental entity makes certain findings. In September 2014, the Board of County Commissioners issued an Order finding that the facility was no longer needed for public use and that it was in the best interest of the public to sell the property. The Order authorized the County to list the property with a broker.

The County retained the services of Macadam Forbes, Inc., commercial real estate brokers. The broker actively listed the property and has presented to the Board of County Commissioners various offers to purchase the property.

RECOMMENDATION:

Staff recommends that the Board accept the offer submitted by F.I.R.E. Restorations, Inc. in the amount of \$435,000. A Board Order authorizing acceptance of the offer is attached for the Board's consideration. The Order further authorizes the Board Chair to sign all documents necessary to complete the transaction.

Respectfully submitted,

Stephen Madkour
County Counsel

ORDER Authorizing Acceptance
of Offer to Purchase the
Gladstone Elections Building

Order No.
Page 1 of 2

This matter coming before the Board of County Commissioners at its regularly scheduled business meeting on December 3, 2015 to consider an order authorizing acceptance of an offer to purchase the Gladstone Elections Building.

WHEREAS, Clackamas County owns a piece of real property located at 825 Portland Avenue, in Gladstone, Oregon. The property is commonly known as the Gladstone Elections Building. The property is owned in fee and was not acquired through a tax foreclosure.

WHEREAS, the County vacated the Elections Building in approximately 2009. In 2014, the Board of County Commissioners concluded that as required by ORS 271.310 the property no longer was needed for public use and that the public's interest would be furthered by a sale of the property; that it is in the County's best interest to list the property with a commercial real estate broker and not to dispose of the property through a Sheriff's sale.

WHEREAS, the County has actively listed the property with Macadam Forbes commercial real estate brokers and as result of the listing the County has received offers to purchase the property; and that the purchase price represents fair market value of the property in its current condition.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. The property known as the Gladstone Elections Building located at 825 Portland Avenue in Gladstone, Oregon is offered for sale at fair market value;
2. That the Board of County Commissioners accepts the offer to purchase the property from F.I.R.E. Restoration, Inc. The purchase price is \$435,000.00; and
3. The Board of County Commissioners authorizes the Chair to sign all documents necessary to effectuate the transfer of this property to the buyer.

ORDER Authorizing Acceptance
of Offer to Purchase the
Gladstone Elections Building

Order No.
Page 2 of 2

ADOPTED this 3rd day of December, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

December 3, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Agency Services Contract with Family SkillBuilders (FSB)
for In-Home Safety and Reunification Services (ISRS)**

Purpose/Outcomes	Provides In-Home Safety and Reunification Services (ISRS) to an average of 20 State Dept. of Human Services (DHS) District 15 Client Families per month.
Dollar Amount and Fiscal Impact	The total contract is \$218,953 for this program. No Clackamas County general funds or fund matches are used in this contract.
Funding Source	State of Oregon acting through its Department of Human Services
Duration	Effective December 1, 2015 and terminates on June 30, 2016
Previous Board Action	None
Strategic Plan Alignment	1. Promoting healthy behaviors 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	H3S/CYF 7473

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Family SkillBuilders for In Home Safety and Reunification (ISRS) services. This contract will provide four (4) ISRS service providers, to serve an average of 20 client families per month. They will provide Safety Services that have been identified in the DHS Safety Plan, provide Change Services utilizing programs with demonstrated effectiveness, Self-Management Services to families to build additional problem solving skills, Flexible Support Funds to families not to exceed \$400 per family and report monthly outcomes. Measures to report on are: Stabilization and Reunification.

No County General funds are involved in this contract. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY15-16)

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

I. SCOPE OF SERVICES

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

Provide In Home Safety and Reunification (ISRS) services that: 1) provide four (4) ISRS service providers, 2) serve an average of 20 client families per month, 3) accept referrals during DHS Child Welfare hours of 8-5 PM M-F, 4) make initial contact with referred families within 24 hours, 5) make-to-face contact within 5 days of referral, 6) provide Safety Services that have been identified in the DHS Safety Plan, 7) provide Change Services utilizing programs with demonstrated effectiveness, 8) provide Self-Management Services to families to build additional problem solving skills, 9) provide Flexible Support Funds to families not to exceed \$400.00 per family and 10) report monthly outcomes on the DHS Contract Invoicing Report Form (CF0846) and as described in Work Plan Exhibit 1 and 1-A attached hereto.

B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to **December 1, 2015**. This agreement shall terminate **June 30, 2016**.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of **\$218,953.00**

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

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

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

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

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and

AGENCY SERVICE CONTRACT

documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

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

III. MANNER OF PERFORMANCE

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

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

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

IV. GENERAL CONDITIONS

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

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

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

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

AGENCY SERVICE CONTRACT

2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the

AGENCY SERVICE CONTRACT

required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

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

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

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

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

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

AGENCY SERVICE CONTRACT

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

1. AGENCY shall:

- (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

AGENCY SERVICE CONTRACT

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

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

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

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

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

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

I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

December 3, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with
Cascadia Behavioral Healthcare for Crisis Respite Services

Purpose/Outcomes	Provides crisis respite services and outpatient mental health services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$250,000.
Funding Source	Oregon Health Authority - no County General Funds are involved.
Duration	Effective September 30 2015 and terminates on June 30, 2016
Previous Board Action	There is no previous board action for this contract
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Interim Director – Behavioral Health Division 503-742-5305
Contract No.	7430

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Cascadia Behavioral Healthcare for crisis respite services.

The Crisis Respite Program is a five bed facility developed in partnership with Washington County through a shared RFP to provide support, medication dispensing, and close monitoring for voluntary clients who require short-term, intensive support to prevent further decompensation or to divert from a higher level of care. Washington County will fund three beds and Clackamas County Behavioral Health Division will fund two beds. The program shall provide a safe environment with 24/7 awake staff. Transition planning and clinical services will be provided by the client's treatment provider or respective County's Intensive Transition Team (ITT) Program. Such services are provided to persons enrolled in services through Clackamas County Behavioral Health Division.

The contract is effective September 1, 2015 and continues through June 30, 2016. County Counsel has reviewed and approved this contract as part of the H3S contract standardization project.

This contract is retroactive due to contract negotiations finishing after the effective date.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

AGENCY SERVICE CONTRACT

Contract # 7430

This AGENCY Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and Cascadia Behavioral Healthcare hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide adult crisis respite services as more fully described in Exhibit B, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this contract shall commence on **September 1, 2015** and shall terminate **June 30, 2016** unless terminated by one or both parties as provided for in paragraph 6.0 below.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit C, Compensation. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, 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 AGENCY.

3.3 Financial Records. AGENCY and its sub-contractors shall maintain complete and legible financial records pertaining in whole or in part to this contract. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines. Financial records and supporting documents shall be retained for at least six (6) years or such period as may be required by applicable law, following 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 AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

3.4.1 AGENCY 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. AGENCY shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY conduct a fiscal compliance review of AGENCY as part of compliance monitoring of this agreement. AGENCY agrees to provide, upon reasonable notice, access to all financial books, documents,

papers and records of AGENCY 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 AGENCY may be subject to audit requirements. AGENCY 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 AGENCY.

3.4.4 AGENCY shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. AGENCY 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. AGENCY shall comply with all Federal, State, local laws, rules, and regulations applicable to the work to be performed under this contract, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, paragraph 9. Compliance with Applicable Law, attached hereto and incorporated herein by this reference. AGENCY shall comply with Oregon Administrative Rule (OAR) 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127-649, Patient Self-Determination Act.

4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an exhibit, the exhibit shall take precedence.

4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.

4.4 Independent AGENCY. AGENCY certifies that it is an independent AGENCY and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

5.1 Indemnification. AGENCY 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 AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

AGENCY shall defend, save, hold harmless and indemnify the State of Oregon, AMH 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 AGENCY, or its agents or employees under this contract.

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

5.2 Insurance. During the term of this agreement, AGENCY 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

AGENCY shall obtain, at AGENCY'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/\$3,000,000 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

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the Agreement, "Symbol 1" 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 \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$3,000,000 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 AGENCY'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 its retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.6 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 COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by AGENCY 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this contract have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.9 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by 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 AGENCY 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. AGENCY by execution of this agreement consents to the in personal jurisdiction of said courts.

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

5.5 Severability. If any term or provision of this contract 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 contract 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 contract 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 of the activity contracted herein except as set forth in this contract.

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

5.9 Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:

5.9.1 AGENCY shall:

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

- c) Not permit any lien or claim to be filed or prosecuted against 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.

5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subAGENCY by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.

5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and

in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay:

- a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;
- b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

5.9.4 AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.5 As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.

5.9.6 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. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

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

5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.

5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.

6.0 Termination

6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.

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

6.2.1 Terms of the HealthShare Risk Accepting Entity Agreement are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

6.2.2 The termination, suspension or expiration of the HealthShare Risk Accepting Entity Agreement.

6.2.3 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.

6.2.4 COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of clients, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY 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 Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and AGENCYs declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of this contract. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

7.0 Notices

If to AGENCY:

Cascadia Behavioral Healthcare
ATTN: Hali Mendez, Risk Manager
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, #154
Oregon City, OR 97045

This contract consists of six (6) sections plus the following exhibits and attachments which by this reference are incorporated herein:

Exhibit A	Definitions
Exhibit B	Scopes of Work
Exhibit C	Compensation
Exhibit D	Statement of General Conditions
Attachment 1	Clinical Guidelines for Respite

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

CASCADIA BEHAVIORAL HEALTHCARE

By: 
Derald Walker, CEO/President

Date

11/18/2015
847 NE 19th Ave – Suite 100 / PO Box 8459
Street Address Mailing Address

Portland, Oregon 97207
City/State/Zip

(503) 963-7766 (503) 235-5049
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

December 3, 2015

Board of County Commissioners
Clackamas County

Members of the Board

**Approval of a Cooperative Intergovernmental Agreement
Between Clackamas County and Clackamas County Service District No. 1
to Transfer Administration of the local Septic Program**

Purpose/Outcomes	Provide residents with better service by integrating the Septic & Onsite Wastewater Disposal Program within DTD.
Dollar Amount and Fiscal Impact	Program will require approximately \$100,000 of additional financial support annually. Source to be determined as part of the FY16-17 budget development process.
Funding Source(s)	Possible revisions to existing fee and/or fine structure.
Duration	Effective January 1, 2016
Previous Board Action/Review	Policy Session on 10/27/2015
Strategic Plan Alignment	Promotes building public trust by providing good government through improved and more customer-friendly delivery of services. The Septic Program ensures healthy communities by avoiding groundwater contamination.
Contact Person	Diedre Landon, Administrative Services Manager - DTD 503-742-4411 (Phone) dlandon@clackamas.us

BACKGROUND:

For the review of onsite wastewater disposal systems, the default under state law is that the Department of Environment Quality ("DEQ") will administer the septic program. However, in 1982 Clackamas County entered into a delegation agreement authorizing the County to act as DEQ's agent in an effort to provide better customer service.

The Septic & Onsite Wastewater Disposal Program (the "Program") has been housed and budgeted within Clackamas County Service District No. 1 ("CCSD1") as managed by Water Environment Services ("WES") on the theory of finding synergy regarding water quality. Recent management discussions, in part arising out of Performance Clackamas, have suggested that the Program would better serve residents of Clackamas County by being managed through the Department of Transportation and Development ("DTD") in their Land Use, Development & Permitting program rather than through WES. Overall, staff believes that residents of Clackamas County will receive better service and more efficient management by integrating the Septic & Onsite Wastewater Disposal Program within DTD as the lead department issuing construction-related permits.

This topic was explored by the Board during a October 27, 2015 policy session and after due deliberation the Board directed staff to finalize an agreement that would implement the change in management. Attached is an agreement providing for the same. Key provisions of the proposed attached agreement include establishing a transfer date of January 1, 2016, continued support and partnership to ensure the best customer service during the transition, the transfer of assets, and reconciliation and transfer of revenues received by CCSD#1 from the Program in excess of its costs.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners on behalf of Clackamas County enter into the attached intergovernmental agreement to transfer the Septic & Onsite Wastewater Disposal Program from CCSD1 to DTD effective January 1st, 2016.

Respectfully submitted,

M. Barbara Cartmill
Director

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY AND
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this 3rd day of December, 2015, by and between the Clackamas County by and through its Department of Transportation and Development (“DTD”), and Clackamas County Service District No. 1, a county service district (the “District”).

WHEREAS, Clackamas County entered into a local septic program agreement with the Oregon Department of Environmental Quality (“DEQ”) to authorize and allow the County to provide the most timely and customer-responsive service regarding septic needs for its residents (the “DEQ-County Agreement”); and

WHEREAS, the County program providing septic services (the “Soils Group”) has been managed through Water Environment Services Department and budgeted through the District in an effort to gain water quality efficiencies; and

WHEREAS, the management of DTD and the District feel that residents of Clackamas County would receive better service and more efficient management by integrating the Soils Group within DTD; and

WHEREAS, this Agreement is intended to provide for the smooth transition of all current Soils Group employees and related assets from the District to DTD; and

WHEREAS, the transfer of the Soils Group shall be accomplished effective January 1st, 2016 (the “Effective Date”);

NOW, THEREFORE, DTD and District each covenant and agree to the following:

Section 1 Obligations of DTD.

- 1.1 Provision of Services. DTD hereby acknowledges and agrees that it is the responsible agency for ensuring the provision of soil and septic services consistent with the DEQ-County Agreement and all applicable state and local laws, the management of fees and funds related thereto, and any and all necessary actions to implement the foregoing. DTD shall assume operation and control of the Soils group as of the Effective Date. CCSD#1 shall ensure that DTD receives all available data and will provide support to effectuate the assumption of that responsibility in a smooth and effective manner.
- 1.2 Acceptance of Employees. Four full time employees currently provide services for the Soils Group through the District. District will transfer to DTD, and DTD will accept, budget for and manage, those four employees.

- 1.3 Internal Change Management. DTD in partnership with the District will work cooperatively with all necessary parties to ensure a clear and smooth transition of the Soils Group and related employees to DTD, including but not limited to AFSCME, the Department of Employee Services, Technology Services, Fleet, and Finance.

Section 2 Obligations of the District.

- 2.1 Group Transfer. In addition to partnering with DTD to ensure the smooth transition of staff required in Section 1.3, the District will transfer to DTD all files, records, and equipment related to the provision of septic services as of the Effective Date. The District shall further provide such staff support and assistance as necessary to ensure quality service is provided to Clackamas County residents during the transition period. The parties agree that it is the intent and effect of this Agreement that the District shall have no obligation with respect to the Soils Group after the transition to DTD, which should be concluded by the end of the 2015-16 fiscal year.
- 2.2 Transfer of Assets. Currently the Soils Group uses two vehicles and certain support items in support of its' mission to provide septic services. As part of the transfer, the District does hereby sell, transfer and/or assign, as appropriate, to DTD as of the Effective Date, all assets directly pertaining to the Soils Group for their collective current value of \$5,000, all as more fully described on Exhibit A attached hereto (the "Assets"). The parties agree that this Agreement, with exhibit, shall constitute a bill of sale for the Assets and no further action shall be necessary to reflect the change in ownership thereby between the parties. The value of the Assets shall be deducted from the transfer amount as part of the reconciliation as described in Section 2.4 below.
- 2.3 Transfer of Contracts. As of the Effective Date, the District does hereby assign, transfer, or otherwise convey to DTD all contracts, agreements, and other arrangements regarding the Soils Group, including but not limited to all support service contracts and independent soil scientist professional service contracts. The District shall remain obligated for all amounts owed on the foregoing for services through the Effective Date and include such amounts in its reconciliation as described under Section 2.4.
- 2.4 Account Balance Transfer. The District has performed a reconciliation of Soils Group revenues and Soils Group expenses for the prior ten fiscal years, and found that the District received a net revenue surplus of at least \$250,000 during that time. As part of the transfer of the Soils Group, the District is willing to transfer the net of revenues over expenses to DTD. To ensure no District dollars are spent on this County function, the transfer shall occur in two phases. First, on the Effective Date, the District shall transfer to DTD One Hundred Fifty and No/100 Dollars (\$150,000.00). By April 1, 2016, the District shall perform a full reconciliation for costs and revenues accrued during the 2015-2016 fiscal year and share with DTD staff for final consensus on the net position of the Soils Group. If, after such reconciliation including costs related to asset transfers, the cumulative net position of the District is positive then it shall

transfer to DTD such amounts as necessary as to render the management of the Soils Group by the District cost-neutral for the applicable time period.

Section 3 General Terms.

3.1 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.

3.2 Further Action. The parties hereto shall, without additional consideration, acknowledge, execute, deliver or perform from time to time such further instruments or actions as a requesting party may reasonably require to accomplish the purposes of this Agreement. The Director of DTD and the Director of Water Environment Services are hereby authorized to execute any and all such instruments on behalf of the County or the District, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1	CLACKAMAS COUNTY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

EXHIBIT A

Veh# E038314 - 2003 Ford F150

Veh# E038316 - 2003 Ford Ranger

DRAFT

Approval of Previous Business Meeting Minutes:

November 5, 2015

(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, November 5, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATIONS

1. Recognition of Veterans Day

Erika Silver, Clackamas County Veterans Services presented the staff report and a short PowerPoint. She introduced Jeff Jorgenson, Facilities Maintenance Manager, who served in the United State Navy for 22 years. He spoke about his service and experiences. He also spoke about the services he received from Clackamas County Veterans Services. She also introduced Maureen Thompson, Community Solutions. Community Solutions assists veterans in need of training and employment with individualized workforce service.

~Board Discussion~

2. Recognition of Clackamas County Sheriff's Office Marine Unit Valuable Contribution Award

Deputy Adam Tingey, Clackamas County Sheriff's Office (CCSO) presented information and showed a training video which the CCSO uses to promotion and improvement of the statewide personal watercraft program.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding Metro and Urban Rural Reserves.
2. Mack Woods, Canby – spoke regarding Veterans and taxes.
3. Jonathan Todd, Wilsonville – property rights issue.

III. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title.

MOTION:

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval of Contract 30732-CC with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*

B. Department of Transportation & Development

1. Approval of Intergovernmental Agreement with Metro to Implement the Fiscal Year 1015-2016 (Year 26) Annual Waste Reduction and Recycle at Work Program

C. Department of Emergency Management

1. Approval of Fiscal Year 15 State Homeland Security Grant Program Agreements with the State of Oregon for Emergency Management Training, Community Emergency Response Team (CERT) Program Development and Completion of a Clackamas County Medical Examiner's Regional Response Team Mass Fatality Exercise

D. Elected Officials

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

IV. DEVELOPMENT AGENCY

1. Approval of a Funding Agreement between Clackamas County and the Clackamas County Development Agency to Cover Additional Debt Service on the Brooks Building

V. WATER ENVIRONMENT SERVICES

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

1. Approval of a construction Contract between Tri-City Service District and Boede Construction, Inc. for the Willamette Pump Station Rehabilitation Project

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

Every year on **November 11**, we as Americans take the time to recognize the heroes among us. They are the brave men and women who served in our armed forces. They are the veterans of the United States military.

Today, we will adjourn our meeting in honor of those hero's.

MEETING ADJOURNED – 11:44 AM

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

December 3, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to amend the Intergovernmental Agreement 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 amendment will reimburse the Sheriff's Office for authorized services as outlined in the attached 1 st Amendment
Dollar Amount and Fiscal Impact	The total change to the Fiscal Year 2015 Operating Plan is an additional \$20,441.00 in support from the Marine Board
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 approved agreement
Duration	Effective July 1, 2015 through June 30, 2016 (unchanged)
Previous Board Action/Review	Approval of the aforementioned Intergovernmental Agreement
Contact Person	Robert Wurpes, Lieutenant – Office (503) 785-5071
Contract No.	None listed

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 Intergovernmental Agreement was approved on 10/15/15 and recorded on 10/27/15. 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. This amendment only seeks to make available additional funds to support these activities. County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

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

Respectfully submitted,

Matt Ellington,
Undersheriff

"Working Together to Make a Difference"

1st Amendment to
Oregon State Marine Board
Intergovernmental Cooperative Agreement
Between
Oregon State Marine Board
&
Clackamas County
For fiscal year 2015/2016

This 1st Amendment to the Intergovernmental Cooperative Agreement Between Oregon State Marine Board and Clackamas County effective as of July 1, 2015, (as amended, the "Agreement"), is entered into by and between the State of Oregon acting by and through its Oregon State Marine Board ("SMB") and Clackamas County ("Agency").

NOW, THEREFORE, In consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This amendment shall become effective on the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is struck through; new language is underlined and bold.

Consideration, as follows:

A. The SMB will, upon receipt and approval of expenditure documentation, pay to the Agency an amount not to exceed \$397,386 and \$20,441 to replace the 4.99% reduction, for a total contract amount of \$417,827 to reimburse for the costs described in the Action Plan, for the agreement term. Payment requests shall be only for authorized services provided by the Agency pursuant to this agreement and for costs actually incurred by the Agency in conjunction with such services (including salaries, supplies or purchases of boats/equipment).

3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. This Amendment may be executed in any number of 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 this Amendment so executed shall constitute an original.

Oregon State Marine Board, Intergovernmental Cooperative Agreement
1st Amendment
Signature Page (revised for required signatures)

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

Signatures:

State Marine Board:

(See attached)


By:

Date

Clackamas County:

John Ludlow, Chair, Clackamas County Board of Commissioners


Date


Craig Roberts, Sheriff, Clackamas County Sheriff's Office

Date

11/18/15

Approved as to form by:




County Counsel

Date

11/18/15

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

Signatures:

 9/30/15 _____
State Marine Board Date Agency Date

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 _____ or call _____ (voice) or _____ (TTY) to arrange for the alternative format.

December 3, 2015

Board of County Commissioners
Clackamas County

Members of the Board

**Approval of a Cooperative Intergovernmental Agreement
Between Clackamas County and Clackamas County Service District No. 1
to Transfer Administration of the Local Septic Program**

Purpose/Outcomes	Provide residents with better service by integrating the Septic & Onsite Wastewater Disposal Program within DTD.
Dollar Amount and Fiscal Impact	CCSD#1 will transfer cumulative revenues from the Program in excess of costs to DTD in support of the transition.
Funding Source(s)	Existing revenues.
Duration	Effective January 1, 2016
Previous Board Action/Review	Policy Session on 10/27/2015
Strategic Plan Alignment	Promotes building public trust by providing good government through improved and more customer-friendly delivery of services. The Septic Program ensures healthy communities by avoiding groundwater contamination.
Contact Person	Doug Waugh, Finance Manager for WES 503-742-4564 (Phone) dwaugh@clackamas.us

BACKGROUND:

For the review of onsite wastewater disposal systems, the default under state law is that the Department of Environment Quality ("DEQ") will administer the septic program. However, in 1982 Clackamas County entered into a delegation agreement authorizing the County to act as DEQ's agent in an effort to provide better customer service.

The Septic & Onsite Wastewater Disposal Program (the "Program") has been housed and budgeted within Clackamas County Service District No. 1 ("CCSD1") as managed by Water Environment Services ("WES") on the theory of finding synergy regarding water quality. Recent management discussions, in part arising out of Performance Clackamas, have suggested that the Program would better serve residents of Clackamas County by being managed through the Department of Transportation and Development ("DTD") in their Land Use, Development & Permitting program rather than through WES. Overall, staff believes that residents of Clackamas County will receive better service and more efficient management by integrating the Septic & Onsite Wastewater Disposal Program within DTD as the lead department issuing construction-related permits.

This topic was explored by the Board during a October 27, 2015 policy session and after due deliberation the Board directed staff to finalize an agreement that would implement the change in management. Attached is an agreement providing for the same. Key provisions of the proposed attached agreement include establishing a transfer date of January 1, 2016, continued support and partnership to ensure the best customer service during the transition, the transfer of assets, and a reconciliation and transfer of revenues received by CCSD#1 from the Program in excess of its costs.

RECOMMENDATION:

Staff respectfully recommend that the Board of County Commissioners on behalf of Clackamas County Service District No. 1 enter into the attached intergovernmental agreement to transfer the Septic & Onsite Wastewater Disposal Program from CCSD1 to DTD effective January 1st, 2016.

Respectfully submitted,

Gregory Geist,
Director

COOPERATIVE INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY AND
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

THIS COOPERATIVE INTERGOVERNMENTAL AGREEMENT (this “Agreement”), is entered into this 3rd day of December, 2015, by and between the Clackamas County by and through its Department of Transportation and Development (“DTD”), and Clackamas County Service District No. 1, a county service district (the “District”).

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WHEREAS, the County program providing septic services (the “Soils Group”) has been managed through Water Environment Services Department and budgeted through the District in an effort to gain water quality efficiencies; and

WHEREAS, the management of DTD and the District feel that residents of Clackamas County would receive better service and more efficient management by integrating the Soils Group within DTD; and

WHEREAS, this Agreement is intended to provide for the smooth transition of all current Soils Group employees and related assets from the District to DTD; and

WHEREAS, the transfer of the Soils Group shall be accomplished effective January 1st, 2016 (the “Effective Date”);

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Section 1 Obligations of DTD.

- 1.1 Provision of Services. DTD hereby acknowledges and agrees that it is the responsible agency for ensuring the provision of soil and septic services consistent with the DEQ-County Agreement and all applicable state and local laws, the management of fees and funds related thereto, and any and all necessary actions to implement the foregoing. DTD shall assume operation and control of the Soils group as of the Effective Date. CCSD#1 shall ensure that DTD receives all available data and will provide support to effectuate the assumption of that responsibility in a smooth and effective manner.
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Section 2 Obligations of the District.

- 2.1 Group Transfer. In addition to partnering with DTD to ensure the smooth transition of staff required in Section 1.3, the District will transfer to DTD all files, records, and equipment related to the provision of septic services as of the Effective Date. The District shall further provide such staff support and assistance as necessary to ensure quality service is provided to Clackamas County residents during the transition period. The parties agree that it is the intent and effect of this Agreement that the District shall have no obligation with respect to the Soils Group after the transition to DTD, which should be concluded by the end of the 2015-16 fiscal year.
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transfer to DTD such amounts as necessary as to render the management of the Soils Group by the District cost-neutral for the applicable time period.

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3.1 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the party granting such waiver.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1	CLACKAMAS COUNTY
By: _____	By: _____
Title: _____	Title: _____
ATTEST: _____	ATTEST: _____

EXHIBIT A

Veh# E038314 - 2003 Ford F150

Veh# E038316 - 2003 Ford Ranger