

# AGENDA

**Thursday April 13, 2017 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2017-26

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATION** (Following are items of interest to the citizens of the County)

1. Proclaiming April as Distracted Driving Awareness Month (Joe Marek, Dept. of Transportation & Development)
2. Transportation Maintenance Winter Weather Response Presentation (Randy Harmon, Dept. of Transportation & Development)

**II. 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.)*

**III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

*(No public testimony on this item)*

1. Adoption of Previously Approved Comprehensive Plan Amendment ZD0-261 - City of Sandy UGB Amendment (Nathan Boderman, County Counsel)

**IV. 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. First Reading of 3 Ordinances for Proposed Amendments to the Clackamas County Code (Stephen Madkour, County Counsel)
  - 1) Ordinance No. \_\_\_\_\_ Amendments to Title 3, Elections.
  - 2) Ordinance No. \_\_\_\_\_ Amendments to Chapter 6.06, Park Rules.
  - 3) Ordinance No. \_\_\_\_\_ Amendments to Chapter 8.02, Transient Room Tax.
2. Reading and Adoption of Board Order No. \_\_\_\_\_ Amending Local Contract Review Board Rules, County Code Appendix C (Stephen Madkour, County Counsel, George Marlton, Procurement Manager)

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

**A. Health, Housing & Human Services**

1. Approval of a Subrecipient Grant Agreement with Comprehensive Options for Drug Abusers, Inc. (“CODA”) to provide housing assistance and services for residents in alcohol and drug recovery – *Behavioral Health*
2. Approval of an Intergovernmental Agreement with Multnomah County for an Older Adult Behavioral Health Coordinator – *Behavioral Health*
3. Approval of Amendment #16 of the Intergovernmental Agreement #7170 with the Oregon Health Authority (“OHA”) to provide pass through funding to Children, Youth and Families’ for alcohol and drug prevention strategies with young adults – *Behavioral Health*
4. Approval of an Intergovernmental Agreement #44-0571, Amendment #4 with Multnomah County Dept. of County Human Services, Aging & Disability Services Division for care transition services – *Social Services*
5. Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
6. Approval of Amendment #1 to the Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers – *Health Centers*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_\_ Approving the Vacation of a Portion of Schroeder Avenue in Oak Grove, County Road No. 2390
2. Approval of Contracts with Various Suppliers for Asphaltic Concrete Price Contracts for the Clackamas County Road Department - Procurement

**C. Finance Department**

1. Approval of Contract Amendment #5 with DePaul Industries Inc. for Security Screening Personnel for the Clackamas County Court System

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas county Sheriff’s Office to Enter into an Annual Operating and Financial Plan with the USDA Forest Service for Cooperative Law Enforcement Services in the Mt. Hood National Forest - *CCSO*

**E. Public & Government Affairs**

1. Resolution No. \_\_\_\_\_ Supporting a State Transportation Funding Package

**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](http://www.clackamas.us/bcc/business.html)

# **PROCLAIMING APRIL 2017 AS DISTRACTED DRIVING AWARENESS MONTH IN CLACKAMAS COUNTY**

*WHEREAS, since 2012, the National Safety Council has designated April "Distracted Driving Awareness Month" to increase awareness of the dangers of distracted driving; and*

*WHEREAS, according to estimates from the Oregon Department of Transportation, a traffic crash caused by distracted driving takes place in Oregon about once every three hours; and*

*WHEREAS, distracted driving is any activity that can divert a person's full attention from driving including using a cell phone, eating, reading, checking social media, grooming and adjusting navigation systems, and*

*WHEREAS, distractions endanger drivers, passengers, pedestrians and all road users; and*

*WHEREAS, studies show youth are at particular risk of distracted driving, with 1 out of 4 teenagers responding to a text at least once every time they drive, and 1 out of 5 teenagers engaging in multi-text conversations while driving; and*

*WHEREAS, eliminating distracted driving starts by changing our own habits and getting the word out to our children, community and peers; and*

*WHEREAS, Clackamas County supports public and private organizations whose mission includes crash prevention, including avoiding distracted driving; and*

*WHEREAS, Clackamas County Drive to Zero is dedicated to reducing injuries and fatalities, with a goal of a 50% reduction in fatal and serious injury crashes by 2022.*

*WHEREAS, Clackamas County Drive to Zero will continue to work with law enforcement and community partners to educate students and adults about the epidemic of distracted driving and consequences to our community;*

*WHEREAS, the best way to end distracted driving is to educate all drivers about the dangers it poses; and*

*NOW THEREFORE, We, the Clackamas County Board of Commissioners, do hereby proclaim the month of April 2017 to be DISTRACTED DRIVING AWARENESS MONTH in Clackamas County and encourage all residents and visitors to be aware of, and join us in helping to prevent, the emotional and financial toll associated with vehicle crashes.*

Dated this 13<sup>th</sup> day of April, 2017



## **CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Jim Bernard  
Chair

Sonya Fischer  
Commissioner



Ken Humberston  
Commissioner

Paul Savas  
Commissioner

Martha Schrader  
Commissioner



M. BARBARA CARTMILL  
DIRECTOR

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

April 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation on Transportation Maintenance Winter Weather Response

<b>Purpose/Outcomes</b>	Inform the Board and public about the efforts and costs of keeping county roads accessible and safe during the winter of 2016-17.
<b>Fiscal Impact</b>	Total additional cost: approximately \$1.1 million
<b>Funding Source</b>	Roads Fund
<b>Duration</b>	Winter 2016-17
<b>Previous Action</b>	N/A
<b>Strategic Plan Alliance</b>	<ul style="list-style-type: none"><li>• Build public trust through good government</li><li>• Build a strong infrastructure</li><li>• Ensure safe, healthy and secure communities</li></ul>
<b>Contact Person</b>	Randy Harmon, Transportation Maintenance Manager, 503-650-3246

**BACKGROUND**

The heavy rains, snow and freeze-thaw cycles over the last few months made this an especially challenging winter for travelers in Clackamas County and, of course, for our Transportation Maintenance Division.

Inclement weather resulted in three major snow events this past winter that called for an “all-hands-on-deck” response. Those events took place December 6-9, December 14-18 and January 1-19.

This presentation will review the steps taken to prepare for the winter and the positive impact that had on the county’s ability to keep major county roads accessible and safe.

**RECOMMENDATION**

N/A

Respectfully submitted,

Mike Bezner  
Assistant Director - Transportation

# Winter 2016-17



**Department of Transportation and Development  
Transportation Maintenance Division**



**Marmot Snow Fence:  
installed September 2016**

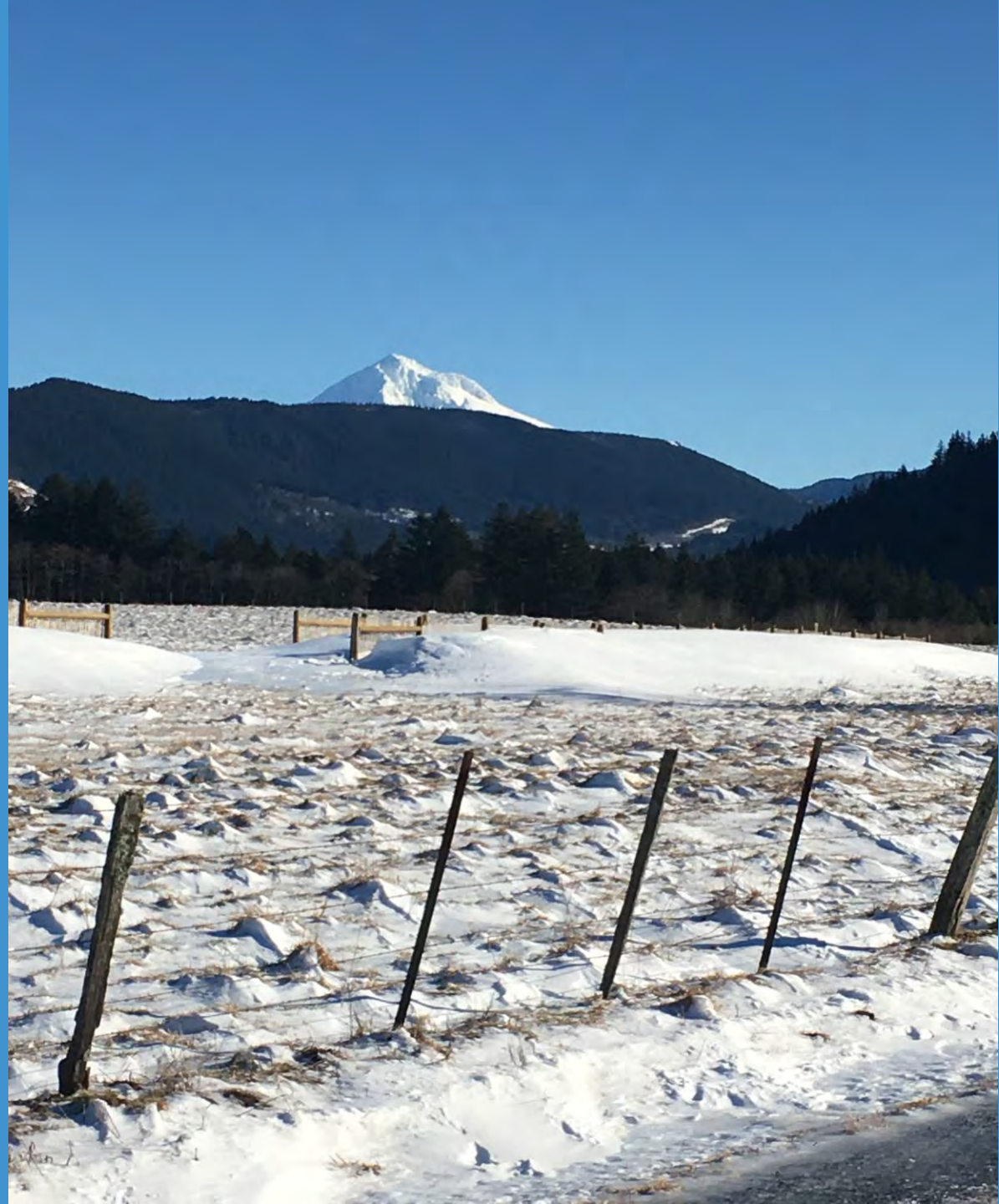


Winter Operations Training, October 2016





Marmot Road  
Snow Fence  
January 15, 2017





422

411 412

412 411

411 412



Repairing blade on snow plow

# Winter Snow

- 36 days of 24-hour snow/ice operations
  - Dec. 6-9, 2016
  - Dec. 14-18, 2016
  - Jan. 1-19, 2017
- 19 days straight in January 2017
- Division-wide transition to two, 12-hour shifts using all available personnel
- Crews operated 17 snowplow/sanders, 2 motor graders and 1 snow blower per shift
- Over 31,700 miles of snowplowing

# Winter Snow

- Nearly 3,000 tons of sand were applied
- Nearly 40,000 gallons of mag chloride was used
- We were able to keep open most of our 734 miles of arterial and collector roads, with only short-term closures of some roads
- Crews worked nearly 4,700 hours of overtime, totaling over \$225,000
- Total cost of the snow events: \$1,127,240

Beaton Road  
January 23, 2017



Livesay Road  
January 23, 2017

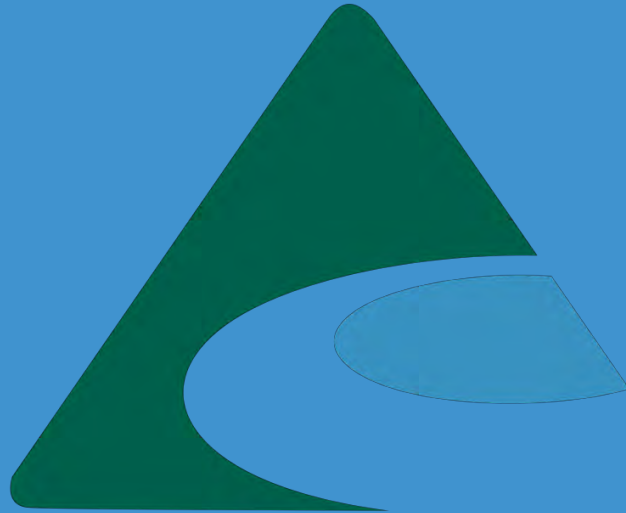


South End Road  
April 2017





Thank you



**CLACKAMAS**  
C O U N T Y



**OFFICE OF COUNTY COUNSEL**

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

April 13, 2017

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Stephen L. Madkour**  
 County Counsel

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

Adoption of Previously Approved Comprehensive Plan Amendment  
ZDO-261 – City of Sandy UGB Amendment

<b>Purpose/Outcomes</b>	Amend the Clackamas County Comprehensive Plan
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	On April 25, 2013, the Board of County Commissioners (BCC) adopted 20-year coordinated population forecasts for Clackamas County's five rural cities, including Sandy. These forecasts and resulting land needs were the basis for this proposal.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Nate Boderman, Assistant County Counsel – 503-655-8364
<b>Contract No.</b>	N/A

**BACKGROUND:**

ZDO-261 is a legislative amendment to the Clackamas County Comprehensive Plan, which would adopt an expanded urban growth boundary (UGB) for the City of Sandy. The expansion would add approximately 629 acres of land to the City's UGB area, including:

- 70 properties containing approximately 438 gross acres (317 net acres) to address residential land needs;
- 30 properties containing approximately 66 gross acres (42 net acres) to address employment land needs; and
- 14 properties which make up the 125-acre Sandy River Park area, a city-owned park that has already annexed into the city.

Expanding the City's UGB requires amendments to the following maps in the County's Comprehensive Plan, so as to accurately reflect the new boundary: Maps 4-7; 4-9; 5-1; 5-2b; 5-4b; 5-8b; 5-9b; 5-9d; 5-10; and 5-11b. ZDO-261 does not change the Comprehensive Plan or zoning district designations of any of these properties until such time as a property or properties

annex into the city.

ZDO-261 also amends Appendix B of the County's Comprehensive Plan (Background Documents), which includes the various sources and documents used in the preparation of the Comprehensive Plan policies and goals. The amendment would add the *City of Sandy Urban Growth Boundary Expansion Analysis (Feb. 2017)* and the *City of Sandy Urbanization Report (Jan. 2015)* to Appendix B of the Clackamas County Comprehensive Plan.

A public hearing was held on February 27, 2017, for Planning Commission consideration of the proposed Plan amendments. The Planning Commission voted 6-0 (three commissioners were absent) to recommend to the BCC that ZDO-261 be approved as recommended by staff. A public hearing was held on March 15, 2017, for the Board of County Commissioners consideration of the proposed Plan amendments. The BCC voted 3-0 (two commissioners were absent) to approve ZDO-261 as recommended by staff and the Planning Commission.

These amendments are requested by the City of Sandy. Per OAR 660-018-0021, the establishment of an urban growth boundary must be agreed on and mutually adopted by city and the county prior to submittal to the state for acknowledgement. On February 6, 2017, the city adopted the amended UGB contained in this proposal.

**RECOMMENDATION:**

Staff respectfully requests that the Board unanimously adopt the proposed ordinance.

Respectfully submitted,



Nate Boderman  
Assistant County Counsel

**ORDINANCE NO. ZDO-261**

**An Ordinance Amending Maps 4-7; 4-9; 5-1; 5-2b; 5-4b; 5-8b; 5-9b; 5-9d; 5-10; and 5-11b and Appendix B of the Clackamas County Comprehensive Plan**

WHEREAS, Statewide Planning Goals require cities to provide a twenty-year supply of buildable land within urban growth boundaries (UGBs); and

WHEREAS, on April 25, 2013, the Board of County Commissioners adopted a coordinated 20-year coordinated population forecast for Sandy and the other four rural cities in the county, per OAR 660, Divisions 24 and 32; and

WHEREAS, based on the adopted 20-year coordinated population forecast, the City of Sandy completed assessment of their existing UGB and found that it does not contain sufficient land to accommodate 20 years of expected population and employment growth; and

WHEREAS, after considerable public outreach and technical analysis, the City of Sandy determined the proposed expansion of the city's UGB is necessary to accommodate projected growth from 2014-2034 and comply with state law; and

WHEREAS, the proposed amendments are consistent with the Statewide Planning Goals and Guidelines and applicable criteria in the county's Comprehensive Plan and Zoning and Development Ordinance; and

WHEREAS, OAR 660, Division 18 requires that the establishment of an urban growth boundary must be agreed on and mutually adopted by a city and the county prior to submittal to the state for acknowledgement; and

WHEREAS, after duly-noticed public hearings before the city's Planning Commission and the City Council, the City Sandy adopted the amended UGB contained in ZDO-261 on February 6, 2017; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Planning Commission recommended approval of amendments to the Comprehensive Plan on February 27, 2017; and

WHEREAS, after a duly-noticed public hearing, the Clackamas County Board of County Commissioners orally approved the Planning Commission's recommendation on March 15, 2017; now therefore;

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** The amended boundary of the City of Sandy's UGB, as identified in the attached map (Exhibit A), is hereby adopted into the county's

Comprehensive Plan; amendments shall be made to Maps 4-7; 4-9; 5-1; 5-2b; 5-4b; 5-8b; 5-9b; 5-9d; 5-10; and 5-11b to reflect the City of Sandy's amended UGB boundary.

**Section 2:** Appendix B of the Clackamas County Comprehensive Plan are hereby amended to include *City of Sandy Urban Growth Boundary Expansion Analysis (Feb. 2017)* and the *City of Sandy Urbanization Report (Jan. 2015)*, as shown in Exhibit B.

**Section 3:** The ordinance shall be effective on May 9, 2017.

ADOPTED this 13<sup>th</sup> day of APRIL, 2017

BOARD OF COUNTY COMMISSIONERS

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Chair

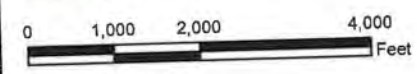
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Recording Secretary

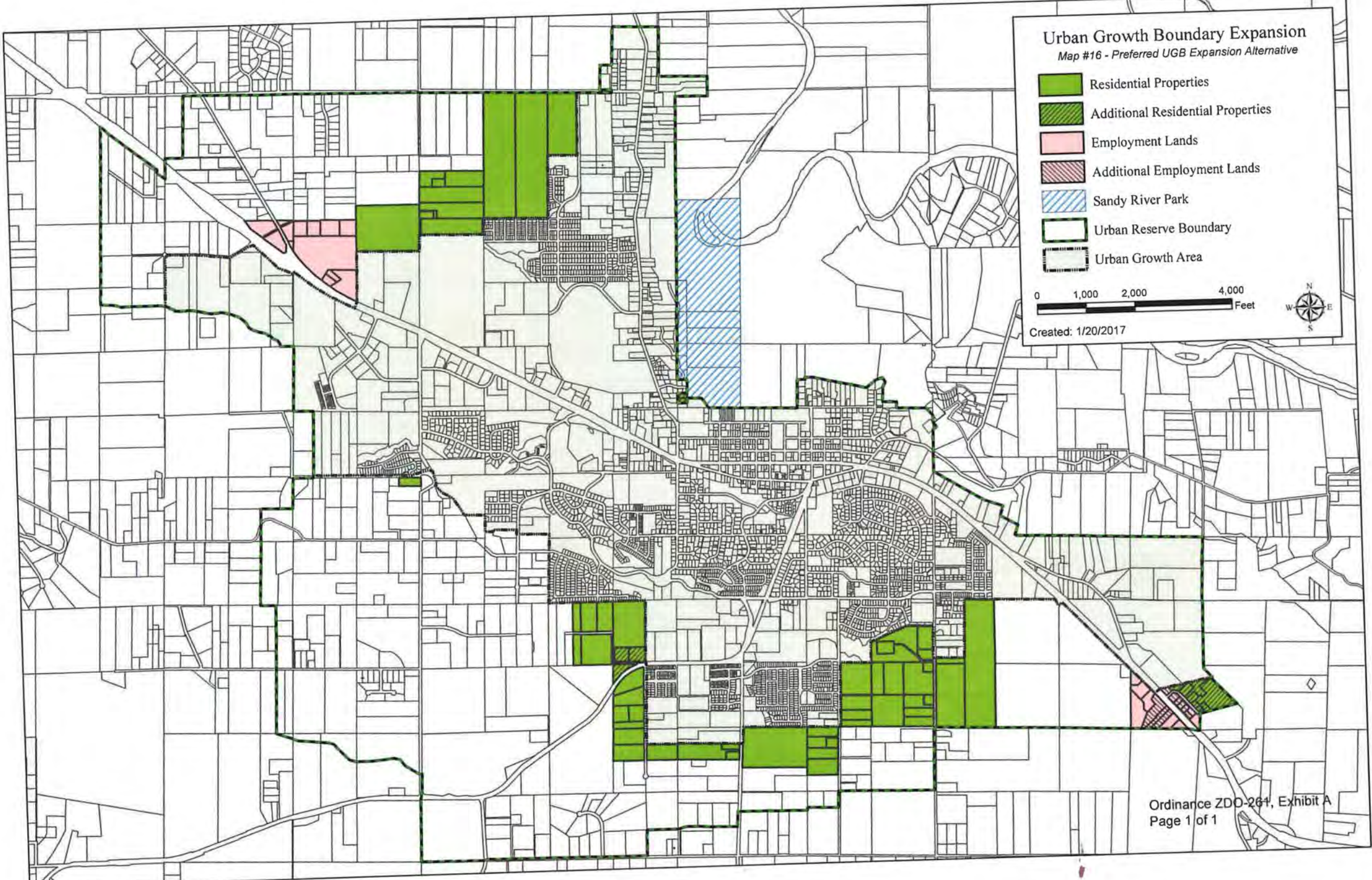
# Urban Growth Boundary Expansion

Map #16 - Preferred UGB Expansion Alternative

- Residential Properties
- Additional Residential Properties
- Employment Lands
- Additional Employment Lands
- Sandy River Park
- Urban Reserve Boundary
- Urban Growth Area



Created: 1/20/2017



**Appendix B**

**SUMMARY OF SUPPORTING DOCUMENTS**

**CITIZEN INVOLVEMENT**

Citizen and Agency Involvement Program.

Clackamas County Citizen Involvement Program. Comprehensive Plan Chapter 2.

Committee for Citizen Involvement Bylaws.

Committee for Citizen Involvement Roster.

Community Planning Organization Leaders. Lists and maps of CPO areas.

**NATURAL RESOURCES AND ENERGY**

Clackamas County Energy Project Publications, 1983:

1. An Energy Anthology
2. Clackamas County Energy Use and Supply Background Data
3. Clackamas County Energy Management Plan
4. Technical Memorandum, Energy Emergency Planning
5. Technical Memorandum, County Buildings
6. Technical Memorandum, County Motor Fleet
7. Technical Memorandum, County Organization

Clackamas County Resources Atlas, Clackamas County Dept. of Environmental Services, Planning Division. Includes maps of the following:

General Resources

Agricultural Land Types and Major Production Areas

*Clackamas County Comprehensive Plan*

Forest Zones and Vegetative Types

Cubic Foot Forest Site Classes

Forest Ownerships

Urban Forest Cover

Detailed SCS Soil Mapping Index

Unique National and Scenic Features

Open Urban Land Inventory

Park and Recreation Facilities; Historic and Cultural Sites

Fisheries and Wildlife Habitats

Aggregate Sites

Groundwater Studies Index

Geologic Hazards, Northwest Clackamas County

River Corridors, Existing Conditions and Management Strategies

Precipitation and Physiography

Draft Third Biennial Energy Plan, Action Plan and Recommendations, Oregon  
Department of Energy, October 1988.

Environmental Geology of the Kellogg Creek-Mt. Scott Creek and Lower Clackamas River  
Drainage Areas, Northwestern Clackamas County, Oregon, M.S. Thesis, Matthew John  
Brunego, March, 1978.

Federal Land Resource/Management Plans - Mt. Hood National Forest, Draft EIS, U.S.  
Forest Service, 1988; and Eastside Salem District Planning Area Land Use Plan  
(Clackamas Unit), Bureau of Land Management, 1982.

Fish and Wildlife Habitat Protection Plan for Clackamas County, Oregon Department of  
Fish and Wildlife, 1979.



*Clackamas County Comprehensive Plan*

Geologic Hazards of the Bull Run Watershed, Multnomah and Clackamas Counties, Oregon, Oregon Bulletin 82. Oregon Department of Geology and Mineral Industries, 1974.

Geology and Geologic Hazards of Northwestern Clackamas County, Oregon Bulletin 99, Oregon Department of Geology and Mineral Industries, 1979.

Geology and Ground Water of the Molalla-Salem Slope Area, Northern Willamette Valley, Oregon, U.S. Geological Survey, 1967.

Ground Water Resources in the French Prairie Area, Northern Willamette Valley, Oregon, U.S. Geological Survey, 1967.

Ground Water Resources in the East Portland Area, Oregon, U.S. Geological Survey, 1965.

Lakes of the Mt. Hood National Forest, Oregon Dept. of Fish and Wildlife and U.S. Forest Service, N.D.

National Wetlands Inventory, U.S. Dept. of the Interior, Fish and Wildlife Service, Individual Quad Maps Covering Clackamas County, 1981 to date.

1980 Major Water Tables Aquifers Map, supplied by Oregon Dept. of Environmental Quality, N.D.

1984 Census of Agriculture, U.S. Dept. of Commerce, Bureau of the Census, Vol. 1, part 36.

Oregon Air Quality, 1988 Annual Report, Dept. of Environmental Quality, Air Quality Control Division, Portland, Oregon.

Oregon Natural Areas Clackamas County, Oregon, Natural Heritage Program, the Nature Conservancy, 1977.

Oregon Nongame Wildlife Management Plan (Revised Draft), Oregon Dept. of Fish and Wildlife, June, 1984.

Oregon Outdoor Recreation "SCORP '83", State Parks and Recreation, Oregon Dept. of Transportation, 1983.

Oregon's Statewide Assessment of Nonpoint Source Problems, Oregon Dept. of Environmental Quality, 1978.

*Clackamas County Comprehensive Plan*

Planning Background Report, Energy; Clackamas County Dept. of Environmental Services, Planning Division.

Planning Background Report, Natural Hazards; Clackamas County Dept. of Environmental Services, Planning Division.

Planning Background Report, Natural Resources; Clackamas County Dept. of Environmental Services, Planning Division.

Planning Background Report, Rivers; Clackamas County Dept. of Environmental Services, Planning Division.

Preliminary Willamette River Greenway, Royston, Hanamoto, Beck and Abey, 1974.

Regional Urban Wildlife Habitat Maps, U.S. Army Engineer District Portland Corps of Engineers, 1978.

Review of Land, Water, Air Quality and Noise Control, 1980-88, Clackamas County Planning and Economic Development Division, 1988.

Rock Material Resources of Clackamas, Columbia, Multnomah and Washington Counties, Oregon, Oregon Dept. of Geology and Mineral Industries, 1978.

State Comprehensive Outdoor Recreation Plan, Technical Documents I, II, and III; ODOT, Parks and Recreation Branch.

Timber for Oregon's Tomorrow, Oregon State University School of Forestry, Beuter, John H.; Johnson, K. Norman; Scheurman, H. Lynn; Research Bulletin 19, January 1976.

U.S. Dept. of Agriculture Forest Service, "Timber Resource Statistics for Northwest Oregon," Basset, Patricia M.; preliminary copies of unpublished report, 1979.

Water Resources Data for Oregon 1976, 1977, U.S. Geological Survey.

Well Hydrographs Clackamas County, Oregon, Oregon Water Resources Dept., unpublished.

Wilderness Management Plan for the Table Rock Wilderness (Draft), U.S. Dept. of the Interior, Bureau of Land Management, 1986.

Willamette Greenway Plan, Bureau of Planning, Portland, Oregon, November, 1987.

The Willamette River Greenway, Oregon State Parks and Recreation Branch, Dept. of Transportation.

## *Clackamas County Comprehensive Plan*

### **LAND USE**

Comprehensive Plan, Clackamas County, Oregon, Planning Dept., Clackamas County, August, 1974.

Comprehensive Plan, Clackamas County, Oregon, Planning Dept., Clackamas County, June, 1980.

Comprehensive Plan Update, The Sunnyside United Neighbors, June 30, 1988, Revised August 22, 1988.

Comprehensive Plan, Clackamas County, Oregon, Planning Dept., Clackamas County, June 1992.

Let's Build A Revised Comprehensive Plan for Clackamas County, Dept. of Environmental Services, Clackamas County, January, 1979.

Sunrise Center Task Force, Clackamas County, December, 1987.

Clackamas County Rural Cities Population Coordination Background Report and Forecasts, Clackamas County, *Final: March 12, 2013.*

City of Sandy Urban Growth Boundary Expansion Analysis-Final Report, City of Sandy Planning Department, February 2017.

City of Sandy Urbanization Study – Final Report, City of Sandy Planning Department, January 2015.

### **TRANSPORTATION**

5 Year Transportation Capital Improvement Plan, Fiscal Years 1996-2000, Clackamas County, July, 1996.

Capital Improvement Plan, 5-Year Capital Improvement Program, FY 1998/99 to 2002/03, 20-Year Long Range Transportation Plan, 1998 to 2008, December 1998.

Getting There by Bike, Metropolitan Services District, Metro, 1988.

Handbook for Environmental Quality Elements of Land Use Plans, Air Quality, Oregon Dept. of Environmental Quality, 1978.

I-5/Canby/Highway 213 Access Improvement Study, Clackamas County Dept. of Transportation and Development, 1987.

Appendix B - 5

Last Amended 1/18/17

Ordinance ZDO-261, Exhibit B  
Page 5 of 11

*Clackamas County Comprehensive Plan*

Oregon Action Plan for Transportation, Oregon Dept. of Transportation, 1989.

Planning Background Report: Transportation, Clackamas County Dept. of Environmental Services, Planning Division, 1979.

Planning With Transit, Tri-Met, 1979.

Public-Private Task Force on Transit Finance, Policy Report, Barney and Worth, Inc., 1988.

Regional Bicycle Plan, Metropolitan Service District, August 1983.

Regional Transportation Plan, Metropolitan Service District, 1989.

Six-Year Highway Improvement Program 1989-1994, Oregon Dept. of Transportation, 1988.

State of Oregon Bicycle Master Plan, Oregon Dept. of Transportation, Highway Division, March 15, 1988.

Oregon Bicycle and Pedestrian Plan, Oregon Department of Transportation, Highway Division, June 14, 1995.

Sunnyside I-205 Split Diamond Interchange, Clackamas County Dept. of Transportation and Development, 1988.

Sunnyside Road, (I-205 to SE 172<sup>nd</sup> Avenue) Environmental Assessment. Clackamas County, August 21, 1998.

Sunrise Corridor Reconnaissance Study, Oregon Dept. of Transportation, Highway Division, Region 1, 1987.

A Systems Analysis of Major Regional Transportation Corridors, MSD, 1979.

Transportation Involvement Program, Metropolitan Service District, 1987.

Transportation Plan Background Document, Clackamas County Dept. of Transportation and Development, September 2013.

Clackamas County Transportation Safety Action Plan, Kittelson & Associates, July 2013.

Clackamas County ITS (Intelligent Transportation System) Action Plan, DKS Associates, May 2011.

*Clackamas County Comprehensive Plan*

Tri-Met Five-Year Transit Development Plan, Tri-Met, 1987.

SE 172nd Avenue/ SE190th Drive Corridor Management Plan, Appendix A - Environmental Baseline Report, MB&G, Inc., September 20, 2011

SE 172nd Avenue/ SE190th Drive Corridor Management Plan, Appendix B – Analysis of Preferred Alternative

SE 172nd Avenue/ SE190th Drive Corridor Management Plan, Appendix C – 15% Design Plans, Alignment Alternative AT2, Clackamas County, October 24, 2011

SE 172nd Avenue/ SE190th Drive Corridor Management Plan, Appendix E – Corridor Centerline Survey, November 10, 2011

Clackamas County Active Transportation Plan, Appendices A through F

**HOUSING**

Background Report for the Clackamas County Comprehensive Plan Update 1989, Goal 10 - Housing, Clackamas County Dept. of Transportation and Development, Economic Development Section, 1989.

Plan for Community Development, Clackamas County Dept. of Environmental Services, Planning Division, 1979.

The Regional Forecast, Population, Housing and Employment Forecast to 1995 and 2010, Metropolitan Service District, 1989.

**PUBLIC FACILITIES AND SERVICES**

Clackamas County School Directory 1988-1989, Education Service District, 1988.

Crag 208 Areawide Wastewater Treatment Management Study, (Volumes 1 and 2, including technical supplements), CRAG, 1977.

DEQ Coordination Program Approved by LCDC, Dept. of Environmental Quality, 1978.

Draft Plan for Community Development - Clackamas County, Clackamas County, January, 1979.

Draft Regional Water Supply Plan, U.S. Army Corps of Engineers, 1979.

*Clackamas County Comprehensive Plan*

Drainage Management Flood Damage Reduction Measures, Kramer, Chin and Mayo, 1978.

Drainage Management Planning Manual, Review Draft, U.S. Army Corps of Engineers, March, 1979.

Drainage Study for the City of Milwaukie, Oregon, Stevens, Thompson and Runyan, 1970.

Drainage Study of the Oak Lodge Area, Clackamas County, Stevens, Thompson and Runyan, 1970.

Guide to Water and Sewer Systems, CRAG, 1976.

Interim Guidelines for Storm Water Run-off Management in the Johnson Creek Basin, MSD, 1979.

Inventory of Existing Water Supply Systems for Major Outlying Communities, U.S. Army Corps of Engineers, 1978.

Kellogg Creek Storm Drainage, Clackamas County, CH2M, 1970.

Master Plan Report, Clackamas Community College, 1977 (revised).

North Clackamas Urban Area Public Facilities Plan, Sanitary Sewerage Services, Clackamas County Dept. of Transportation and Development, Planning and Economic Development Division, January 1989.

North Clackamas Urban Area Public Facilities Plan, Storm Drainage Element, Clackamas County Dept. of Transportation and Development, Planning and Economic Development Division, February, 1989.

North Clackamas Urban Area Public Facilities Plan, Transportation Element, Clackamas County Dept. of Transportation and Development, Planning and Economic Development Division, November, 1988.

North Clackamas Urban Area Public Facilities Plan, Water Systems, Clackamas County Dept. of Transportation and Development, Planning and Economic Development Division, February, 1989, as amended on September 3, 1992, by Board Order 92-931.

Sewerage Facilities Plan and Study Treatment and Disposal Element--Tri-City Area, Clackamas County, CH2M-Hill, 1978.

## *Clackamas County Comprehensive Plan*

Sewerage Facilities Plan for Mt. Hood Recreational Corridor, Stevens, Thompson and Runyan, 1977.

Solid Waste and Waste Management Ordinance, Clackamas County, 1970, Amended 1973, 1975, 1985, and 1989.

Solid Waste Landfill Study, Clackamas County, CH2M-Hill, 1971.

Statement of Taxes Levied in Clackamas County, Clackamas County Assessor, 1988.

Storm Sewer and Drainage Study of the Lake Oswego Area, CH2M, 1968.

Subdivision Manual, Clackamas County, 1975.

Water and Sewerage for Non-Urban Clackamas County, Clackamas County, 1970 (Vol. 1 and 2).

### **ECONOMICS**

Background Report for the Clackamas County Comprehensive Plan Update 1989, Goal 9 - Economy of the State, Dept. of Transportation and Development, Economic Development Section, 1989.

Economic Development Plan, Clackamas County Dept. of Transportation and Development, 1986.

Tourism Background Report with Appendices, Clackamas County, Dept. of Transportation and Development, August, 1985.

### **OPEN SPACE, PARKS, AND HISTORIC SITES**

Clackamas County Cultural Resources Inventory, Volumes I through XV, Clackamas County, 1984 and 1986.

Clackamas County Historic Landmarks, Unincorporated Urban Area, Clackamas County Dept. of Transportation and Development, June, 1988.

Clackamas County Household Survey, 1978; Portland State University, CPRC.

Maps of the Barlow Road, Mt. Hood to Oregon City, Clackamas County, Oregon, Clackamas County Planning and Economic Development Division, November, 1988.

Metropolitan Area Parks, Metropolitan Service District, 1989.

## *Clackamas County Comprehensive Plan*

Metropolitan Regional Recreation Resources 1995 and 2010, Metro, 1988.

Oregon Recreation Trails, State Parks and Recreation, Oregon Dept. of Transportation, 1979.

Our Oregon Trail, A Report to the Governor, Oregon Trail Advisory Council, 1988.

Parks and Recreation for the East Urban Area, Clackamas County Dept. of Transportation and Development, Planning and economic Development Division, 1989.

Plan for Community Development, Clackamas County, Clackamas County Dept. of Environmental Services, Planning Division.

Recreation Economic Decisions, Richard J. Walsh, Colorado State University, 1986.

Recreation, Park and Open Space Standards and Guidelines, National Recreation and Park Association, 1987.

Regional Factbook, Demographic, Employment and Land Development Trends - Portland and Metropolitan Area, Metro, 1988.

State Comprehensive Outdoor Recreation Plan, Technical Documents I, II, and III; ODOT, Parks and Recreation Branch.

Strategies for Parks and Recreation, Clackamas County, Technical Memorandum, 1981.

Trails for Oregon, A Plan for a Recreation Trails System; ODOT, Parks and Recreation Branch.

The 2010 Plan, State Parks and Recreation, ODOT, 1988.

The Urban Outdoors, Metropolitan Service District.

### **COMMUNITY AND DESIGN PLANS**

Clackamas Industrial Area and North Bank of the Clackamas River Design Plan, Clackamas County Planning Department, February 13, 1997.

Clackamas Regional Center Transportation System Plan, Kittelson & Associates, Inc., January, 1999.

Kruse Way Design Plan, Clackamas County Department of Environmental Services, October, 1983.



*Clackamas County Comprehensive Plan*

McLoughlin Corridor Land Use and Transportation Study, Final Report, Clackamas County, June, 1999.

Mount Hood Community Plan, Clackamas County Planning Department, July, 1982.

Sunnyside Corridor Community Plan, Clackamas County Dept. of Transportation and Development, Planning Division, June, 2000.

Sunnyside Village Plan, Clackamas County Dept. of Transportation and Development, Planning Division, July, 1996.

Villages at Mt. Hood Pedestrian and Bikeway Implementation Plan, June 2016 |



**OFFICE OF COUNTY COUNSEL**

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

April 13, 2017

**Stephen L. Madkour**  
 County Counsel

Board of County Commissioners  
 Clackamas County

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

Members of the Board:

**First Reading of Proposed Amendments  
 to the Clackamas County Code**

<b>Purpose/Outcomes</b>	Conduct public hearing and first reading by title only of proposed amendments to County Code
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent until amended
<b>Previous Board Action</b>	The Board was presented with the amendments at its March 14, 2017 policy session.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Stephen L. Madkour, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

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

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

1. *Title 3 – Elections.* The proposed amendments are attached. The existing chapter 3.01 is being amended by deleting the chapter in its entirety. Currently existing state law controls the initiative and referendum process. We are proposing two new chapters to Title 3 – 3.04 and 3.05. Chapter 3.04 requires notification to the Clerk of all new boundary changes. This will ensure that

boundaries and voter eligibility are current. Chapter 3.05 sets forth in Code the qualifications for the Justice of the Peace. These qualifications were developed by Board Order when the Justice Court was initially established and will be codified in Code.

2. *Chapter 6.06 – Park Rules:* The proposed amendments are attached. The proposed amendments alter the reservation system, prohibit the use of drones, and prohibit nudity in County parks.
  
3. *Chapter 8.02 – Transient Room Tax.* The amendments to Chapter 8.02 include changing the title to Transient Lodging Tax, changing definitions, and exceptions. The primary purpose of the amendment is to apply the Code to capture tax revenues from the emerging rental market involving short-term rentals of private homes. The Code currently exempts private or vacation home rental. With the increasing popularity of platforms such as Vacasa, VRBO, HomeAway, Airbnb, it becomes necessary to amend the Code to capture the lost tax revenues. The primary change is including the definition of “Intermediary” as a “person or entity other than the operator that facilitates the rental of transient lodging.”

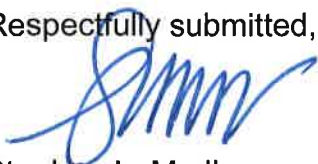
We are recommending that the Board declare an emergency so these amendments would become effective immediately upon adoption as opposed to a 90 day delay. All amendments will be prospective.

4. *Appendix C - LCRB Rules Update:* The proposed amendments alter local contract review board rules with respect to those county positions with contract signing authority. Some positions have been added, some have been eliminated, and some titles have changed. These amendments are intended to reflect those changes and incorporate them into the Code. LCRB rules can be amended by Board Order after a single reading and become effective immediately.

**RECOMMENDATION:**

Staff recommends the Board conduct a public hearing and first reading of the proposed ordinances; approve the Board Order amending Appendix C of the Code and the LCRB rules; and schedule a second public hearing and reading for the remaining Code Chapters on May 4, 2017.

Respectfully submitted,



Stephen L. Madkour  
County Counsel

**ORDINANCE NO.**

**An Ordinance Amending  
Clackamas County Code Title 3, Elections**

WHEREAS, State law currently controls the initiative and referendum process; and

WHEREAS, Clackamas County would like to ensure that boundaries and voter eligibility are current; and

WHEREAS, qualifications for the Justice of the Peace were initially established by Board Order and should now be codified;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Title 3, Elections of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this \_\_\_\_\_ day of May 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

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## Chapter 3.01

### 3.01 ~~STATE VOTERS PAMPHLET FOR INITIATIVE AND REFERENDUM MEASURES~~

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#### 3.01.010 ~~Purpose~~

The purpose of this chapter is to comply with the provisions of ORS 251.285. This statute provides for publication in the State Voters' Pamphlet of county measures submitted to county voters and for like publication of ballot titles for, explanatory statements of, and arguments for and against, those measures.

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

#### 3.01.020 ~~Appointment of Committee to Prepare Explanatory Statement~~

When an initiative or referendum measure is filed with the County Clerk by the people in accordance with the law of the State, a five-member committee to prepare an explanatory statement shall be appointed in the following manner:

- A. ~~Two members of the committee shall be appointed by the chief petitioners;~~
- B. ~~The County Clerk shall appoint two members. If a political action committee has been formed opposing the measure, the Clerk shall appoint individuals from that committee;~~
- C. ~~These four members shall be appointed no later than the 100th day prior to the election; and~~
- D. ~~A fifth member shall be appointed by the four members previously appointed; if the fifth member has not been chosen by the 95th day prior to the election, the County Clerk shall appoint the fifth member.~~
- E. ~~County Counsel shall also prepare an explanatory statement to be used in the event the committee does not prepare one.~~

When the Board of County Commissioners refers a measure to the voters, County Counsel shall prepare the explanatory statement.

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

#### 3.01.030 ~~Preparation of Explanatory Statements~~

The explanatory statement shall be an impartial, simple and understandable statement of not more than 500 words explaining the measure and its effect. The statement shall be filed with the County Clerk not later than the 85th day prior to the election.

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

#### 3.01.040 ~~Review of Ballot Titles and Explanatory Statements~~

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- A. — If any person is dissatisfied with the ballot title on the grounds that the title is not a concise and impartial statement of the purpose of the measure, that person may, within 7 business days after the ballot title is filed with the County Clerk, petition the Circuit Court of Clackamas County to review the ballot title. Attached to the petition shall be a copy of the measure, the challenged ballot title and a statement why the title is not a concise and impartial statement of the purpose of the measure.
- B. — If any person is dissatisfied with the explanatory statement on the grounds that the statement is not an impartial, simple and understandable statement explaining the measure and its effect, that person may, within five days after the filing deadline for the statement, petition the Circuit Court of Clackamas County seeking a different statement and stating the reasons why the statement filed is insufficient or unclear. Attached to the petition shall be a copy of the measure and the challenged explanatory statement.
- C. — The Court may solicit additional written information pertinent to the measure, the ballot title or the explanatory statement and shall afford the petitioner access to the information. The Court may hear oral argument about the title and/or statement. The Court shall adjudicate the petition in an expeditious manner to insure the orderly and timely circulation of the petition or conduct of the election at which the measure is to be submitted to the voters.
- D. — If the Court finds that the ballot title is a concise and impartial statement of the purpose of the measure, the Court shall certify the title. If the Court finds to the contrary, it shall prepare another ballot title that is a concise and impartial statement of the purpose of the measure.
- E. — If the Court finds that the explanatory statement is an impartial, simple and understandable statement explaining the measure and its effect, the Court shall certify the statement. If the Court finds to the contrary, it shall prepare another explanatory statement of the measure that is an impartial, simple and understandable statement explaining the measure and its effect.
- F. — The Circuit Court of Clackamas County shall be the first and final review of these matters.

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

### **3.01.050 — Submission of Ballot Title and Explanatory Statement to the Secretary of State**

When filing the measure with the Secretary of State for inclusion in the State Voters' Pamphlet, the County Clerk shall also file the ballot title prepared for the measure, or if that title has been subjected to judicial review, the ballot title certified by the Court. The County Clerk shall likewise file the explanatory statement prepared for the measure, or if that statement has been subjected to judicial review, the explanatory statement certified by the Court. Filing of the ballot title and explanatory statement with the Secretary of State shall be no later than the 70th day before the election.

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

### **3.01.060 — Arguments Regarding Measures**

The County Clerk shall accept from any person or group of persons argument(s) supporting or opposing the measure, provided:

- A. — The argument is typed, consists only of words and numbers, and does not exceed 325 words;
- B. — The argument is filed with the County Clerk not later than the 80th day before the election;
- C. — The person or group, when filing the argument, either:
  - 1. — Pays the County \$300 to apply to the cost of the printing, or
  - 1. — Files with the County Clerk a petition signed by 1000 voters in the County, or 10% of the electors in the County, whichever is less; and

The argument is accompanied by the name and address of the person responsible for the content of the argument, the name and address of the organization the person represents, if any, and whether the argument supports or opposes the measure.

The County Clerk shall file the arguments, together with measure and the explanatory statement, with the Secretary of State not later than the 70<sup>th</sup> day before the election. [Codified by Ord. 05-2000, 7/13/00]

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## **Chapter 3.04**

# **3.04 NOTIFICATION OF BOUNDARY CHANGES TO THE COUNTY CLERK/ELECTIONS**

### **3.04.010 Purpose**

The purpose of this section is to clarify the application of Oregon State Law concerning changes in the boundaries of cities, special districts and other units of local governments for which the County Clerk conducts elections.

### **3.04.020 Notification of Boundary Change to the County Clerk**

If the boundary of a city, a special district or a unit of local government is changed, the city governing body immediately shall send a certified copy of the ordinance, order, resolution or other action changing the boundary to the county clerk of each county in which the city is located. The order, resolution or other action shall be accompanied by a legal description of the revised boundary, a list of the affected tax lots and a map showing the boundary in the area of the change with territory added indicated by shading and territory removed shown by cross hatching. Dwellings shall be indicated when present and street addresses associated with occupied parcels shall be provided cross indexed to the tax lot numbers of the affected tax lots. The notice shall specify the effective date of the boundary change as a specific calendar date.

### **3.04.030 Time for Providing Notice**

The notice required above shall be provided within ten days of the adoption of the ordinance, order, resolution or other action. Cities shall specify the effect of ORS 222.040 in writing and shall document any claimed exception to its application.

### **3.04.040 Exclusive Process for Notification of Boundary Changes**

The Notice Procedure described above shall be the exclusive procedure for notification of boundary changes for the purposes of elections. The duty to provide the notification required is not a delegable duty and may not be transferred to or vested in another governmental body. See ORS 246.245 and ORS 255.045.



## **Chapter 3.05**

# **3.05 SPECIAL QUALIFICATION TO FILE FOR ELECTION TO AND TO HOLD THE OFFICE OF JUSTICE OF THE PEACE IN CLACKAMAS COUNTY**

### **3.05.010 Purpose**

The purpose of this section is to codify the election of Clackamas County to require any person who wishes to run for the office of Justice of the Peace or to hold that office to be a member in good standing of the Oregon State Bar licensed to practice law in the State of Oregon. ORS 51.020(2). It is the judgment of the County that the complexity of modern civil and criminal law makes formal legal training a mandatory qualification to serve in the office of Justice of the Peace.

### **3.05.020 Additional Qualifications for the Office of Justice of the Peace**

A candidate for the Office of Justice of the Peace shall be a member in good standing of the Oregon State Bar at the time of filing for the office and continuously thereafter. A person not so qualified is ineligible to be a candidate for the office. A person whose qualification lapses or who is no longer a member in good standing of the Oregon State Bar is ineligible for election.

### **3.05.030 Justice of the Peace to a Member of the Oregon State Bar**

A person holding office as a Justice of the Peace in Clackamas County must continuously be a member of the Oregon State Bar during the term of office. Loss of membership, lapse of membership or suspension of membership shall cause the office to be forfeit and to be vacant. The filing of a complaint with the Oregon State Bar, the pendency of disciplinary action, the conduct of an investigation or the issuing of a reprimand to the incumbent by the Bar shall not forfeit the office.

### **3.05.040 Other Qualifications**

Other qualifications for the Office of Justice of the Peace shall be as set out in the statutes governing the office.

**ORDINANCE NO.**

**An Ordinance Amending  
Clackamas County Code Chapter 6.06, Park Rules and  
Declaring an Emergency**

WHEREAS, Clackamas County would like to alter the park reservation system, prohibit the use of drones and prohibit nudity in parks;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 6.06, Park Rules, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 2:** 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 upon its adoption.

ADOPTED this \_\_\_\_\_ day of May, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## Chapter 6.06

### 6.06 PARK RULES

#### 6.06.010 Policy and Purpose

The purpose of this chapter is to protect County parks, forest and recreational areas, protect the health, safety and welfare of the public using such areas, and insure the best use of and benefits from such areas. The numbering system for this chapter is necessarily *unique* because of the requirements of the County and State criminal justice systems.

[Codified by Ord. 05-2000, 7/13/00; renumbered from 6.06.02 by Ord. 04-2013, 8/22/13]

#### 6.06.020 Definitions

- A. APPROVED CAMPING SHELTER means ground tents, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.
- B. BOARD means the Board of County Commissioners of Clackamas County.
- C. DIVISION means the Clackamas County Parks Division of the Business and Community Services Department and its employees.
- D. ANIMAL, as per ORS 167.310, means any non-human mammal, bird, reptile, amphibian or fish. LIVESTOCK, as per ORS 609.125 means any ratites (large flightless birds), psittacines (parrot & macaw type birds), horses, mules, jackasses, cattle, lamas, alpacas, sheep, goats, swine, domesticated fowl and any fur bearing animal bred and maintained commercially or otherwise, within pens, cages and hutches.
- E. PARK AREA means any County park, forest or recreational area under the jurisdiction of the board, but not any residence located thereon.
- F. PARKS EMPLOYEE means the individual in charge of and/or responsible for a County park area.
- G. PARKS DIRECTOR AND/OR THEIR DESIGNATE means the person designated by the Board or the Department to administer the County's programs and policies for County parks, forests, and recreation areas.
- H. PEACE OFFICER means a Sheriff, deputy sheriff, constable, marshal, municipal police officer, Oregon State Police officer, and such other persons as may be designated by law.
- I. PROHIBITED ARTICLES means fireworks, weapons, glass and alcoholic beverages under this Chapter.
- J. RESERVATION includes, but is not limited to, calling or conveying in writing (fax, email, US mail) in advance to obtain a campsite or day-use area.
- K. Other terms shall be defined as set forth in the Oregon Vehicle Code, ORS Chapter 801, unless specifically provided otherwise in this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord 04-2013, 8/22/13; Amended by Ord. 01-2016, 3/24/16]

**6.06.030 Opening, Closing, Entry Into Parks**

- A. The Division is hereby authorized to close to the public use of any County Park area or portion thereof, restrict the times when any County park area shall be open to such use, and limit or prohibit a recreation use whenever such action is necessary to protect the health or safety of the public, or the safety of the park area or its facilities. Cause for park area closure or limitation, or prohibition, on park area or recreational use includes, but is not limited to: Fire hazard, dangerous weather, water conditions, sanitary protection of the watershed, park area construction or repairs, conservation of fish and wildlife, excessive traffic; unsafe or overcrowded shoreline, ramp, parking or road conditions; the prevention of damage to the park or any of its facilities; or any dangerous, unsafe or unhealthful conditions.
- B. Any County employee designated by the Director of Business and Community Services Department or any peace officer may request, as a condition of the license or permit to enter the County's park areas, that persons entering or about to enter allow inspections of all backpacks, briefcases, suitcases, athletic bags, packages, duffle bags, coolers, ice chests, picnic baskets, and other containers capable of concealing prohibited articles:
1. Inspections under this section may occur anywhere on park property. Persons possessing containers subject to inspection shall be informed that they are free to decline the inspection and then must immediately leave the park area.
  2. If a person already inside the park area possesses a prohibited article, that person shall be considered to have violated the license to enter and use the park area. The person's license is automatically revoked and the person shall be requested to leave immediately.
  3. Any person in violation of park rules is subject to citation and immediate trespass.
- C. The County shall display signs at entrances to the park area that generally identify prohibited articles and provide notification of the request for inspection. The signs shall generally describe prohibited articles, explain the potential request for inspection and the right-to-decline options. Similar explanations may be printed on parking receipts and where available may be displayed at ticket windows on County property where parking passes or admissions are regularly sold.
- D. No person shall enter or use any County park area or any of its facilities without first paying the required fee, if any, unless such entry or use is otherwise authorized by a valid existing permit in the name of said person.

Any permit for entry or receipt for the use of any County park shall be displayed in a way that makes it easily visible from outside the vehicle. Failure to display a permit or receipt in a visible manner ~~is will be deemed~~ a violation of this section requiring payment.

- E. Any County employee designated by the Director of Business and Community Services Department or any peace officer may revoke any permit that has been issued erroneously or where there is reasonable cause to believe the permit holder or any person in his or her custody, control, or family, has violated any of the provisions of these rules or any State, County or federal law. Any person whose permit has been revoked and all other persons in his or her custody, control, and family shall immediately leave the park area.
- F. Any person who violates any of these Park Rules, or who violates any state statute (including the vehicle chapter), County ordinance or code while in a County park, may be ordered to leave the park area.

- G. No person who has been ordered to leave a County Park area shall remain therein or return thereto.
- H. The Division may refuse to admit into a park area any person who has been previously ordered to leave a County park.
- I. The daily opening and closing times for each Clackamas County Park, including but not limited to, (~~Barlow Wayside, Barton, Boones Ferry Marina, Boring Station, Carver, Eagle Fern, Feyrer, Hebb, Knights Bridge, Madrone Wall, Metzler, Ed Latourette, Feldheimer Boat Ramp, Oak Grove Boat Ramp, Wagon Wheel, and Wilhoit Springs~~), shall be established by the Parks Director and/or their designate and posted at the entrance to the park.
- J. Except for authorized overnight camping in accordance with these rules, no person, other than peace officers or authorized County personnel, shall enter or remain in any park area after the daily closing time and before the daily opening time.
- K. User fees for campsites are due and shall be paid each day. The fee covers use of facilities and services until the vacating time of 1:00 p.m. the following day.
- L. The person registering for the campsite is responsible for all persons using the campsite adhering to all park area rules, but this shall not provide a defense to any person who actually causes, or participates in causing, a violation of said rules.
- M. Campers must maintain campsites in a clean, sanitary, and safe manner.
- N. Unless otherwise posted at the entrance to the park campground, campsites may be occupied only as assigned by a reservation or at the campground registration area.
- O. No more than two (2) vehicles are allowed in a single campsite. The first vehicle is included in the campsite fee. All excess vehicles will be charged an additional fee and may need to be parked in designated overflow parking.
- P. In order to avoid unnecessary congestion of campground roadways and overloading of campground water and sanitation facilities, a park employee may prohibit entry of non-camper vehicles into the campground area. The park employee may issue temporary entry permits to non-camper vehicles when, in their opinion, such entry will not unnecessarily disrupt the operation, safety, and sanitation facilities of the campground.
- Q. Campsites may be accommodated with any approved camping shelter except those areas that have specific designated usage, i.e., RV only, ground tent only.
- R. Individual campsites are designed to serve one family unit. The following capacities shall apply:
  1. Not more than two (2) tents OR one (1) recreation vehicle and one (1) tent per campsite.
  2. A maximum occupancy of 8 persons per site.
  3. No person under the age of 18 shall camp overnight unless accompanied by an adult.
  4. ADA accessible campsites are designed for campers with mobility challenges. Campers with DMV placards or license plates are given priority in these sites. Unless otherwise noted below persons registering for, or occupying, accessible campsite(s) must clearly display an appropriate placard or plate during their stay.  
*Note: Large group reservations of all campsites in a campground loop or park are exempt from this rule.*
- S. Parks with accessible campsites for Persons with Disabilities shall:

1. Hold all reserved site(s) for the date(s) of reservation unless notified by the Parks Office to release the site;
2. Hold unreserved accessible sites site(s) for qualified drop-in campers until 7:00 p.m. daily;
3. Release unreserved accessible site(s) for first come, first served use after 7:00 p.m. for one (1) night only stay if no qualified users have registered.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.03 and amended by Ord. 04-2013, 8/22/13; Amended by Ord. 05-2015, 5/14/15; Amended by Ord. 01-2016, 3/24/16]

#### 6.06.040 Reservations And Check In/Out Times

A. Online reservations for camp sites, sheltered and non-sheltered and picnic areas must be made a minimum of 3 days in advance. Payment for reservations of picnic areas and campsites are due in full at the time of booking unless booking ten (10) or more campsites. Reservations for ten (10) or more campsites must be made through the Parks Administration Office and requires a deposit of the reservation fee and first night's rental fee due within fourteen (14) days of the booking. The remaining balance is due thirty (30) days prior to the arrival date. The Parks Division reserves the right to cancel any reservation of ten (10) or more campsites, without notification, that if the deposit has not been paid as per policy contract.

1. Reservations made in the Parks Administration Office or at a County Park facility must be paid for in cash, credit card or certified business check. No personal checks will be accepted.

#### B. Cancellations and refunds:

1. For campsites (full hook-up, partial hook-up, primitive) and bunkhouse:

a. If cancellation is made four (4) or more days in advance of the arrival date, a refund will be issued by the Parks Division less the reservation fee and a cancellation fee.

b. If cancellation is made within three (3) days of the arrival date, a partial refund will be issued by the Parks Division less the reservation fee, a cancellation fee and the first night's camping fee.

2. For sheltered and non-sheltered picnic areas:

a. If cancellation is made fifteen (15) days or more in advance of the reserved use date, a refund will be issued less the reservation fee and a cancellation fee.

b. If cancellation is made within fourteen (14) days of the reserved use date, no refunds will issued.

3. Reservation and transaction fees are non-refundable.

must be made at least two (2) weeks prior to the reserved date in order for the site costs to be refunded (reservation fees are non-refundable).

#### C. Changes to overnight camping reservations and day use reservations, such as a reduction in the number of campsites, or a change in the location or date, can be made at any time, but a change fee is required and will be charged at the time of the change request.

Cancellations or reductions in number of reserved campsites must be made at least two (2) weeks prior to the reserved date in order for the site costs to be refunded (reservation fees are non-refundable).

- D. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.
- E. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:
  - 1. The non-reserved party shall vacate the site immediately or be subject to eviction;
  - 2. The non-reserved party shall be subject to exclusion from Clackamas County parks pursuant to this chapter;
  - 3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and
  - 4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.
- F. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited. *Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.*

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Renumbered from 6.06.14; amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14; Amended by Ord. 01-2016, 3/24/16]

#### 6.06.050 Violations

- A. No person shall park a vehicle on any Clackamas County park property before the posted opening time or after the posted closing time. Vehicles parked in violation of this section shall be towed or booted in accordance with the Clackamas County Parking and Towing Chapter.
- B. No person shall expose his or her genitalia or -breasts, or be completely nude (full nudity) while in a public place or place visible from a public place, if the public place is open or available to persons of the opposite sex or children.
- C. No person shall, while in, or in view of, a public place, perform an act of sexual intercourse or deviate sexual intercourse, as defined in the Oregon Revised Statutes (ORS Chapter 163).
- D. No person shall have in his or her possession any glass beverage container without first obtaining a permit from the County Parks Department -Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of glass beverage containers will not be issued for day-use areas.
- E. Fires:
  - 1. Fires in park areas shall be confined to:
    - a. Fire rings, fire pits, or fireplaces provided for such purposes;

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- b. Portable stoves in established campsites and picnic areas where fires are permitted.
- 2. No person shall leave any fire unattended, and every fire user shall extinguish the fire before leaving the park area.
- 3. No person shall build, light or maintain any fire so as to constitute a hazard to any pile of wood, grass, tree, underbrush, or other flammable material.
- 4. No person shall move a park fire ring, fire pit, or fireplace from its designed location in any day use area or campground.

F. ~~Fireworks, and Weapons and Drones~~

- 1. No person shall hunt, pursue, trap, kill, injure, or molest any bird or animal in any park area.
- 2. No person shall discharge in any park area any firearm; pellet gun, bow and arrow, slingshot, paintball gun, or other weapon capable of injuring any person, bird, or animal.
- 3. No person shall possess in any park area any: loaded firearm, loaded pellet gun; paintball gun; bow and arrow; slingshot; or other weapon capable of injuring any person, bird or animal; provided however that the prohibition of loaded firearms does not apply to or affect:
  - a. a law enforcement officer in the performance of official duty,
  - b. a member of the military in the performance of official duty,
  - c. a person licensed to carry a concealed handgun, or
  - d. a person authorized to possess a loaded firearm while in a public building under ORS 166.370.
- 4. No person shall possess or use fireworks or other explosives in any park area, except as designated, without the written permission from the Parks Director and/or their designate.
- 5. ~~No person shall operate an unmanned aerial vehicle, such as a drone, in any County Park areas or allow an unmanned aerial vehicle to fly in County Park areas or airspace.~~

G. Alcoholic Beverages:

- 1. No person shall possess alcoholic beverages in any county park without first obtaining a permit from the County Parks Department. Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of alcohol will not be issued for day-use areas. Persons requesting an alcohol permit when reserving a group picnic area must also deposit with a park employee a refundable security deposit in an amount set by resolution of the Board of County Commissioners. The purpose of the deposit is to guarantee that litter from consumption of alcoholic beverages is not left in the park area, to defray damage costs, if any, and to designate the person responsible. Upon leaving the park area, the depositor may ask the park employee to check his or her area and refund the deposit. If, in the opinion of the park employee, the area used is not in an orderly, clean and/or undamaged condition, the deposit shall be forfeited to defray cleanup or restoration expenses.
- 2. Subsection 1 of this section permits possession of alcoholic beverages in reserved campsites and group areas, but not in day-use areas. Violations shall be treated as



a rule violation, and any person authorized to enforce park rules is authorized to confiscate and destroy any alcohol and its container.

H. Park Property & Property Destruction

1. No person shall mutilate, deface, damage, or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in any park area.
2. No person shall dig up, deface, or remove any dirt, stones, rock or other substance whatever, make any excavation, quarry any stone, lay or set off any blast, roll any stones or other objects, or cause or assist in doing any of said things, in any park area.
3. No person shall erect temporary signs, markers, or inscriptions of any type in any park area, without the written permission from the Parks Director and/or their designate or designate.
4. No person shall set up or use a public address system in any park area without the written permission from the Parks Director and/or their designate.
5. No person shall wash any clothing or other materials, or clean any fish, in a lake, stream, river, or pond, in any park area.
6. No person shall use abusive or threatening language or gestures, create any public disturbances, or engage in riotous behavior, in any park area.
7. No person shall operate or use any noise-producing machine, vehicle, device, or instrument in any park area in a manner that is disturbing to other park area visitors.
8. No person shall pick, cut, mutilate, or remove any flowers, shrubs, foliage, trees, or plant life or products of any type in any park area.

I. Concessions and Solicitations

1. No person shall operate a concession, either fixed or mobile, in any park area without the written permission from the Parks Director and/or their designate.
2. No person shall solicit, sell or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids, or services in any park area without the written permission of the Parks Director and/or their designate.
3. No person shall advertise any goods or services in any park area without the written permission from the Parks Director and/or their designate.
4. No person shall distribute any circulars, notices, leaflets, pamphlets, or written or printed material of any kind in any park area by leaving or placing the material on a person's vehicle or property without the written permission from the Parks Director and/or their designate

J. Animals

1. No person shall ride, drive, lead, or keep livestock or animals, other than cats and dogs, in any park area not designated for their use (e.g., equestrian trails/facilities) without the written permission from the Parks Director and/or their designate.
2. No dog or cat shall be brought into or kept in a park area unless confined or controlled on a maximum 6-foot long leash. A County Parks employee may undertake, or require the person keeping the animal to take any measures, including removal of the animal from the park area, deemed necessary to prevent

interference by the animal with the safety, comfort, and well-being of park area users, and the appearance or sanitary condition of the park area. No animals, other than service dogs for the disabled, shall be allowed in any park area building.

3. No person shall allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in the park area.
4. No person shall tie up any animal in his or her custody or control and leave such animal unattended.
5. All animal fecal matter shall be put in a bag or container and left in a designated waste receptacle.
6. No person shall have or allow more than two (2) domestic pets or other animals in any campsite.

K. Motor Vehicles

1. No person shall operate any vehicle in any park area in violation of the Oregon State Vehicle Code, County ordinance, code or other laws.
2. No person shall operate any motor vehicle in any park area at a speed in excess of 10 miles per hour, unless otherwise designated. In addition, no person shall operate any motor vehicle in any park area at a speed greater than is reasonable and prudent, having due regard to all of the following:
  - a. The traffic;
  - b. The surface and width of the highway;
  - c. The hazard at intersections;
  - d. Weather;
  - e. Visibility; and
  - f. Any other conditions then existing.
3. No person shall park a vehicle:
  - a. In violation of any "No Parking" signs or markings authorized by the Parks Director and/or their designate;
  - b. In any location within a park, other than officially designated parking lots and parking spaces;
  - c. On grass, dirt, or landscaped areas that have not been graveled and designated for parking;
  - d. Beyond the edges of curbing or parking lots; or
  - e. In any designated staging area or timed parking area for longer than the maximum time limit stated on the posted sign.
4. No vehicle shall be parked in an emergency access area or travel lane of any park. Any vehicle parked in an emergency access area or travel lane of any park will be towed under the provisions of the Clackamas County Parking and Towing Chapter.
5. No person shall operate a motor vehicle on any park trail, or on any area within a park, which is not paved or graveled unless specifically marked as an area for motor vehicles.
6. No person shall operate any Off Highway Vehicle (OHV), All Terrain Vehicle (ATV) or any other vehicle not legal for street riding in any park area not designated for their use without the written permission from the Parks Director and/or their designate.

## L. Waste Disposal

1. All bottles, cans, ashes, waste, paper, garbage, sewage, and other rubbish or refuse shall be left only in receptacles designated for that purpose.
2. No person shall bring into a park area any trash, refuse, garbage, litter, waste material, or vehicles for the purpose of disposing them there.
3. No person shall use kitchen or toilet facilities in a camping vehicle in the park unless the person makes provision for holding sewage and other waste materials in watertight and sanitary containers. Such containers shall not be emptied in the park except at an officially designated dump station.

## M. Camping Rules

1. No person may camp overnight in a park area other than in an officially designated and numbered overnight camping space.
2. No person may camp in any one park area for more than ~~fourteen (14)~~ten (10) days in one ~~eighteen (18)~~14-day period of time. No person may camp for more than ~~twenty-eight (28)~~20 days total in the County Parks system as a whole, in any one camping season from May 1 to ~~November~~September 30, without the written permission from the Parks Director and/or their designate.
3. Campers are required to maintain reasonable quiet between the hours of 10:00 p.m. and 7:00 a.m. and to respect the rights of other campers to peace and quiet during these hours.
4. No person shall camp overnight without an approved camping shelter.
5. No person shall wash a vehicle or trailer in any campsite.
6. No swimming pools of any size shall be filled with water in the campground without the written permission of the Parks Director and/or their designate.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07; Amended by Ord. 04-2013, 8/22/13]

**6.06.060 Enforcement and Penalties**

- A. Any County employee designated by the Director of the Business and Community Services Department, and any peace officer may enforce these park rules, order any person violating these rules to leave the park areas, and issue citations for violations of these rules. ~~Except that only a person expressly authorized under the Clackamas County Parking and Towing Chapter may enforce the towing or booting~~ beating provision of that chapter. Caretakers and Camp hosts who are appointed by the County may notify persons of the requirements of these rules, seek voluntary compliance, and order any person violating the rules to leave the park areas.
- B. Violation of any of the foregoing rules is subject to citation and punishable by a fine as set forth below.
- C. Form of citation:
  1. Description of the specific violation alleged;
  2. The date, time, and location of its occurrence;
  3. The maximum amount of the fine for the violation alleged;

4. A statement that the fine must be paid or a hearing requested within 20 days, and that upon failure to do so within 20 days opportunity for a hearing is forfeited and the fine doubles;
5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent bail, and requesting a hearing;
6. The address to which the form should be sent;
7. The telephone number of the person or facility which may be contacted for information;
8. The name and address of the violator, or in the case of a parking violation where the operator of the vehicle is not present, the license plate and vehicle number of the vehicle (if visible); and

D. Upon receiving a citation under this chapter, the cited person may:

1. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation by credit card; forfeiture may be made by mail but must be actually received by the Sheriff within 20 days from the date of the citation; or
2. Within 20 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation by credit card; response may be made by mail, but must be actually received by the Sheriff within 20 days from the date of the citation.

No cash or personal checks will be accepted.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer. The Hearings Officer shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail.

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 20 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

E. Hearing Process.

The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.

1. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.
2. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney, the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by an

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attorney on its behalf.

3. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine the amount of witness fees to be paid out of any deposit, or refunded.
4. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.15 and amended by Ord. 04-2013, 8/22/13; amended by Ord. 02-2014, 5/22/14]

**6.06.04.01**[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

**6.06.07.01**[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 03-2010, 2/25/10; Repealed by Ord. 04-2013, 8/22/13]

**6.06.07.02** [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Deleted by Ord. 03-2010, 2/25/10]

**6.06.070 Vehicle Towed**

A vehicle registered to a person who has failed to respond or pay fines as required by this chapter to three or more vehicle parking citations, may be towed from any park area or booted, without prior notice, in accordance with the Clackamas County Parking and Towing Chapter, and held until the amounts owing have been paid.

[Codified by Ord. 05-2000, 7/13/00; Renumbered from 6.06.11 by Ord. 04-2013, 8/22/13]

**6.06.080 Fines**

All fines shall be set by ordinance of the Board of County Commissioners.

[Added by Ord. 5-2003, 3-13-03; Renumbered from 6.06.17 and amended by Ord. 04-2013, 8/22/13]

**ORDINANCE NO.**

**An Ordinance Amending  
Clackamas County Code Chapter 8.02, Transient Room Tax,  
and Declaring an Emergency**

WHEREAS, Clackamas County would like to amend the chapter to capture tax revenues from the emerging rental market involving short-term rentals of private homes;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 8.02, Transient Room Tax, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 2: 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 upon its adoption.

ADOPTED this \_\_\_\_\_ day of May, 2017.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## Chapter 8.02

### 8.02 TRANSIENT ROOM-LODGING TAX

#### 8.02.010 Definitions

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter.

- A. ACCRUAL ACCOUNTING means the operator or intermediary enters the rent due from a transient on the his records when the rent is earned, whether or not it is paid.
- B. BOARD means the Clackamas County Board of Commissioners.
- C. CASH ACCOUNTING means the operator or intermediary does not enters the rent due from a transient on its the his records when until the rent is paid.
- D. COUNTY means Clackamas County.
- ~~D.E.~~ INTERMEDIARY means a person or entity other than an operator that facilitates the rental of transient lodging.
- ~~E.F.~~ HOTELTRANSIENT LODGING means any structure, or any portion of any structure, which is occupied or intended or designed for transient occupancy, for temporary overnight human occupancy, thirty (30) days or less, for dwelling, lodging, or sleeping purposes. This includes, but is not limited to, any hotel, motel, inn, bed and breakfast, space in mobile home or trailer parks, tourist home, private home, vacation home, condominium, hostel, studio hotel, lodging house, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, or similar structure or portions thereof so occupied.
- ~~F.G.~~ OCCUPANCY means the use or possession, or the right to the use or possession, for lodging or sleeping purposes, of any room or rooms in transient lodging, a hotel, or space in a mobile home, or trailer park, or portion thereof.
- ~~G.H.~~ OPERATOR means the person who is proprietor of the transient lodging hotel in any capacity. Where the operator performs its his functions through a managing agent or intermediary of any type or character other than an employee, the managing agent shall also be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter, by either the principal or the managing agent or intermediary, shall be considered to be compliance by both.
- ~~H.I.~~ PERSON means any individual, firm, partnership, limited liability company, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- ~~I.J.~~ RENT means the consideration charged, whether or not received by the operator or intermediary, for the occupancy of space in transient lodging, a hotel, valued in money, goods, labor, credits, property, or any other consideration valued in money, without any deduction; but does not include the sale of any goods,

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services, and commodities, other than the furnishing of transient lodging room accommodations and parking space in mobile home parks or trailer parks.

J.K. RENT PACKAGE PLAN means the consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this chapter shall be the same charge made for rent when consideration is not a part of a package plan.

L. TAX ADMINISTRATOR means the official appointed by the Board of County Commissioners to carry out provisions of this chapter.

K.M. TAX COLLECTOR means an operator or intermediary.

L.N. TAX means either the tax payable by the transient or the aggregate amount of taxes due from an operator or intermediary during the period for which the operator or intermediary is required to report the his collections.

M.O. TRANSIENT means any person who exercises occupancy, or is entitled to occupancy, in a transient lodging hotel overnight for a period of up to thirty (30) consecutive calendar days , or less, counting portions of calendar days as full days. The day a transient checks out of the transient lodging hotel shall not be included in determining the thirty (30) day period if the transient is not charged rent for that day by the operator or intermediary. Any such person so occupying space in transient lodging a hotel shall be deemed to be a transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator or intermediary and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than thirty (30) consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to the effective date of this chapter, may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient.

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

To carry out the duties imposed by this chapter, the Tax Administrator authority shall have the authority to do the following acts, the enumeration of which shall not be deemed to be exhaustive: interpret the terms of this ordinance, create forms, adopt procedures for proper administration, administer oaths, audit records, certify to all official acts, schedule board meetings or other hearings to determine compliance with the chapter or any rules and regulations adopted pursuant thereto, require the production of documents at public hearings, and seek judicial assistance in obtaining records and testimony.

**8.02.020 Tax Imposed**

For the privilege of occupancy in any transient lodging hotel, on and after the effective date of this chapter, each transient shall pay a tax in the amount of six percent (6%) of the rent charged by the operator or intermediary. The tax constitutes a debt owed by the transient to the County, which is extinguished only by payment to the operator or intermediary. The transient shall pay the tax to the operator or intermediary of the transient lodging hotel at the time the rent is paid. The operator or intermediary shall enter the tax on the his records when rent is collected if the operator or intermediary keeps the his records on the cash accounting basis, and when earned if the operator or intermediary keeps the his records on the accrual accounting basis. If rent is paid in installments, the



transient shall pay a proportionate share of the tax to the operator or intermediary with each installment.

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

#### **8.02.030 Where Tax is Imposed**

The tax imposed by this chapter shall apply to all transient lodging hotels located within Clackamas County.

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

#### **8.02.040 Collections of ~~Tax, by Operator, Rules~~ Tax, Rules for Collection**

- A. Every operator or intermediary renting transient lodging rooms in this County, the occupancy of which is not exempted under the terms of this chapter, shall collect a tax from the occupant. The tax collected or accrued by the operator or intermediary constitutes a debt owed by the operator or intermediary to the County that is extinguished only by payment to the County.
- B. In all cases of credit or deferred payment of rent, the payment of tax to the operator or intermediary may be deferred until the rent is paid, and the operator or intermediary shall not be liable for the tax until credits are paid or deferred payments are made.
- C. For rent collected on portions of a dollar, the first one cent (\$.01) of tax shall be collected on five cents (\$.05) through twenty-one cents (\$.21) inclusive; and the second one cent (\$.01) of tax on twenty-two cents (\$.22) through thirty-eight cents (\$.38); the third one cent (\$.01) of tax on thirty-nine cents (\$.39) through fifty-five cents (\$.55); the fourth one cent (\$.01) of tax on fifty-six cents (\$.56) through seventy-two cents (\$.72); the fifth one cent (\$.01) of tax on seventy-three cents (\$.73) through eighty-nine cents (\$.89); and the sixth one cent (\$.01) of tax on ninety cents (\$.90) through the next one dollar and four cents (\$1.04) of rent.

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

#### **8.02.050 Tax Collector's Operator's Duties**

Each operator or intermediary shall collect the tax imposed by this chapter at the same time as the rent is collected from every transient. The amount of tax shall be separately stated upon the operator or intermediary's records and any receipt rendered by the operator or intermediary. No operator or intermediary of a hotel shall advertise that the tax, or any part of the tax, will be assumed or absorbed by the operator or intermediary, or that it will not be added to the rent, or that when added, any part will be refunded, except in the manner provided by this chapter.

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

#### **8.02.060 Exemptions**

No tax imposed under this chapter shall be imposed upon:

- A. Any person who pays for lodging for more than thirty (30) successive calendar

days; ~~(a person who pays for lodging on a monthly basis, irrespective of the number of days in such month, shall not be deemed a transient);~~

- B. Any person whose rent is of a value less than \$15.01 per day;
- ~~C. Any person who rents a private home, vacation cabin, or like facility from any owner who personally rents such facilities incidentally to his own use thereof;~~
- D-C. Any occupant whose rent is paid for a hospital room or to a licensed medical clinic, licensed convalescent home or a home for aged people; or
- E-D. Employees, officials or agents of the U. S. Government occupying a transient lodging hotel in the course of official business, ~~provided the person seeking the exemption provides reasonable documentation to the operator or intermediary.~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2005, 5-26-05; Amended by Ord. 02-2010, 2/25/10]

#### 8.02.070 Registration of Operator or Intermediary, Form and Contents, Execution, Certification of Authority

Every person engaging or about to engage in, business as an operator or intermediary of transient lodging a hotel in this County shall register with the County on the Tax Administrator's ~~on a form, provided by him or her.~~ Operators or Intermediaries engaged in business at the time this chapter is adopted, must not register later than thirty (30) calendar days after passage of this chapter. Operators or Intermediaries starting business after this chapter is adopted must register within fifteen (15) calendar days after commencing business. The privilege of registration after the date of imposition of such tax shall not relieve any person from the obligation of payment, or collection of tax, regardless of registration. Registration shall set forth the name under which an operator or intermediary transacts or intends to transact business, the location of the his place or places of business and such other information to facilitate the collection of the tax as the Tax Administrator may require. The operator or intermediary shall sign the registration. The Tax Administrator shall, within ten (10) days after registration, issue without charge from the occupant, a Certificate of Authority to the registrant to collect the tax, from the occupant of the transient lodging hotel, together with a duplicate thereof, for each additional place of business for each registrant. Certificates shall be non-assignable and nontransferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer. Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed therein so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.

Said certificate shall, among other things, state the following:

- A. The name of the operator or intermediary;
- B. The address of the transient lodging or intermediary hotel;
- C. The date upon which the certificate was issued; and,
- D. "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Transient Lodging Room-Tax Chapter of the Clackamas County Code by registration with the Tax Administrator for the purpose of collecting from transients the lodging room-tax

imposed by the County and remitting the tax to the Tax Administrator.”  
 [Codified by Ord. 05-2000, 7/13/00]

#### 8.02.080 Due Date, Returns, and Payments

- A. The transient shall pay the tax imposed by this chapter to the operator or intermediary at the time that rent is paid. All amounts of such taxes collected by any operator or intermediary are due and payable to the Tax Administrator on a monthly basis on the fifteenth (15th) day of the month for the preceding month. ~~and are delinquent on the last day of the month in which they are due.~~
- B. On or before the fifteenth (15th) day of the month following each month of collection a return for the preceding month's tax collections shall be filed by the operator or intermediary with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every operator or intermediary liable for payment of tax. Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, gross receipts of the operator or intermediary for such period, and an explanation in detail of any discrepancy between such amounts, and the amount of rents exempt, if any.
- C. ~~The operator or intermediary person that required to file ing the return should deliver~~ must deliver the return together with the remittance of the amount of the tax due to the Tax Administrator at his office either by personal delivery or by mail, or other methods approved by the Tax Administrator. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.
- D. For good cause, the Tax Administrator may extend for up to one (1) month the time for making any return or payment of tax. No further extension shall be granted, except by the Board. Any operator or intermediary to whom an extension is granted shall pay interest at the rate of one percent (1%) per month, on the amount of tax due without proration for a fraction of a month. If a return is not filed and the tax and interest due is not paid by the end of the extension granted, then the interest shall become a part of the tax for computation of penalties described elsewhere in 8.02.090 of this chapter.
- E. ~~If the operator or intermediary has complied with the terms of this chapter and particularly the provisions of this section relating to prompt payment of taxes due and payable to the Tax Administrator, the operator or intermediary shall be permitted to deduct as collection expense five percent (5%) of the amount of the taxes collected, as shown by the return mentioned in paragraph C of this section. Five percent (5%) of the tax due may be retained by the operator or intermediary as a collection reimbursement charge to defray the costs of collecting and reporting the tax and of maintaining records.~~

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

#### 8.02.090 Penalties and Interest

- A. Original Delinquency: Any operator or intermediary who has not been granted an extension of time for remittance of tax due, and who fails to remit any tax imposed by this chapter prior to delinquency, shall pay a penalty of ten percent (10 %) of the amount of ~~the~~ tax due in addition ~~to~~ of the amount of the tax.
- B. Continued Delinquency: Any operator or intermediary who has not been granted an extension of time for remittance of ~~the~~ tax due, and who failed to pay any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of fifteen percent (15%) of the amount of the tax due, plus the amount of the tax due, and the ten percent (10%) penalty first imposed.
- C. Fraud: If the Tax Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, or intent to evade the provisions thereof, a penalty of twenty-five percent (25%) of the amount of the tax due shall be added thereto, in addition to the penalties stated in paragraphs (A+) and (B2) of this section.
- D. Interest: In addition to the penalties imposed, any operator or intermediary who fails to remit any tax imposed by this chapter shall pay interest at the rate of ~~one-half of one percent (1.5%)~~ per month or fraction thereof without proration for portions of a month on the amount of the tax due, exclusive of penalties, ~~from~~ the date on which the remittance first became delinquent until paid.
- E. Penalties merged with tax: Every penalty imposed and such interest as accrues under the provisions of this chapter, shall be merged with and become a part of the tax herein required to be paid.
- F. Petition for waiver: Any operator or intermediary who fails to remit the tax levied within the time stated, shall pay the penalties stated. However, the operator or intermediary may petition the Board for waiver and refund of the penalty or any portion thereof, and the Board may if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

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

#### **8.02.100 Deficiency Determinations, Fraud, Evasion, Operator Tax Collector Delay**

- A. Deficiency determination: If the Tax Administrator determines that the returns are incorrect, he or she may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information within his or her possession. One or more deficiency determinations may be made of the amount due for one or more than one period, and the amount so determined shall be due and payable immediately upon service of notice as herein provided, after which the amount determined is delinquent. Penalties on deficiencies shall be applied as set forth in 8.02.090.
  - 1. In making a Determination, the Tax Administrator may offset overpayments, if any, which may have been previously made for a period or periods against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on

- underpayments shall be computed in the manner set forth in 8.02.090.
2. The Tax Administrator shall give to the operator ~~intermediary~~ ~~or intermediary or~~ occupant a written notice of his determination. The notice may be served personally or by certified mail. In the case of service by mail of any notice required by this chapter, the service is complete upon receipt by the operator ~~or intermediary or intermediary or the his~~ agent or employee, or if refused, the date of its refusal as shown by the United States Postal Department return receipt.
  3. Except in the case of fraud or intent to evade this chapter or authorized rules and regulations, every deficiency determination shall be made and notice thereof mailed within three (3) years after the last day of the month following the close of the monthly period for which the amount is proposed to be determined or within three years after the return is filed, whichever period expires the later.
  4. Any determination shall become due and payable immediately upon receipt of notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator ~~or intermediary~~ may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.
- B. Fraud, Refusal to Collect, Evasion. If any operator ~~or intermediary shall fails~~ or refuses to collect said tax or to make within the time provided in this chapter any report and remittance of said tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise willfully attempts to evade this chapter, the Tax Administrator shall proceed in such manner as he/she ~~may deem~~ best to obtain facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this chapter from any operator ~~or intermediary~~ who has failed or refused to collect the ~~tax same~~ and/or to report and remit said tax, ~~the Tax Administrator he/she~~ shall ~~proceed to~~ determine and assess against such operator ~~or intermediary~~ the tax, interest, and penalties provided for by this chapter. ~~In case such determination is made, the~~ Tax Administrator shall give a notice ~~in the manner aforesaid~~ of the amount so assessed. Such determination and notice shall be made and mailed within three (3) years after discovery by the Tax Administrator of any fraud, intent to evade, or failure, or refusal to collect said tax or failure to file return. Any determination shall become due and payable immediately upon receipt of ~~the~~ notice and shall become final within ten (10) days after the Tax Administrator has given notice thereof. However, the operator ~~or intermediary~~ may petition for redemption and refund if the petition is filed before the determination becomes final as herein provided.
- C. Operator ~~or Intermediary-Delay~~ Intermediary Delay. If the Tax Administrator believes that the collection of any tax or any amount of tax required to be collected and paid to the County, will be jeopardized by delay or if any determination will be jeopardized by delay, s/he shall thereupon make a determination of the tax or amount of tax ~~required to be collected-collected~~ noting, noting the fact upon the determination. The amount so determined ~~as herein provided~~ shall be immediately due and payable, and the operator ~~or intermediary~~ or intermediary

shall immediately pay ~~thesame~~ determination to the Tax Administrator after service of notice ~~isthereof~~ provided. However, the operator or intermediary may petition after payment has been made for redemption and refund of such determination, if the petition is filed within ten (10) days from the date of the service of notice by the Tax Administrator.

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

#### 8.02.110 Re-determinations

- A. Any operator or intermediary against whom a determination is made under Section 8.02.100 ~~or any person directly interested~~ may petition for a re-determination and redemption and refund within the time required in 8.02.100, ~~hereof~~. If a petition for re-determination and refund is not filed within the time required in 8.02.100, the determination becomes final at the expiration of the allowable time.
- B. If a petition for re-determination and refund is filed within the allowable period, the Tax Administrator shall reconsider the determination, and if ~~requested the person has so requested in this~~ petition, shall grant ~~the person~~ an oral hearing, and shall ~~give him ten~~ give ten (10) days notice of the time and place of the hearing. The Tax Administrator may continue the hearing ~~from time to time~~ as may be necessary and reasonable.
- C. The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing, and if an increase is determined, such increase shall be payable immediately after the hearing.
- D. The order or decision of the Tax Administrator upon a petition for re-determination of redemption and refund becomes final ten (10) days after service upon the petitioner of notice thereof, unless appeal of such order or a decision is filed with the Board within ten (10) days after service of such notice.
- E. No petition for re-determination of redemption and refund or appeal ~~therefrom~~ shall be effective for any purpose unless the operator or intermediary has first complied with the payment provisions ~~hereof~~.

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

#### 8.02.120 Security, Collection of Tax

- A. The Tax Administrator, after delinquency and when he or she deems it necessary to insure compliance with this chapter, may require any operator or intermediary subject thereto to deposit with him/her such security in the form of cash, bond, or other security as the Tax Administrator may determine. The amount of the security shall be fixed by the Tax Administrator but shall not be greater than twice the operator or intermediary's estimated average monthly liability for the period for which ~~returns are filed, he files returns~~, determined in such manner as the Tax Administrator deems proper, or Five Thousand Dollars (\$5,000), whichever amount is the lesser. The amount of the security may be increased or decreased by the Tax Administrator subject to the limitations herein provided.
- B. At any time within three (3) years after any tax or any amount of tax required to

be collected becomes due and payable or at any time within three (3) years after any determination becomes final, the Tax Administrator may bring an action in the courts of this State, or any State, or of the United States, in the name of the County to collect the amount delinquent together with penalties and interest, and the County's reasonable attorney's fees and costs for bringing the enforcement action incurred at trial and/or on appeal.

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

### 8.02.130 Lien

- A. Any The tax collected by the operator or intermediary but not remitted to the Tax Administrator in the time required imposed by this chapter together with the interest and penalties herein provided and the filing fees paid to the Clerk of Clackamas County, Oregon, and advertising costs which may be incurred when same becomes delinquent as set forth in this chapter, shall constitute a lien on the transient lodging. The Tax Administrator may record a lien in the county lien record against the transient lodging and any real property owned by the operator or intermediary as to any delinquent remittances by the operator or intermediary. shall be and until paid remain a lien from the date of its recording with the Clerk of Clackamas County, Oregon, and superior to all subsequent recorded liens on all tangible personal property used in the hotel of an operator, which may be foreclosed on and sold as may be necessary to discharge said lien if the lien has been recorded. Notice of lien may be issued by the Tax Administrator or his or her deputy whenever the operator is in default in the payment of said tax, interest, and penalty and shall be recorded and a copy sent by certified mail to the delinquent operator. The personal property subject to such lien may be seized by any authorized deputy or employee of the Tax Administrator and may be sold at public auction after twenty (20) days notice of sale given by two publications in a newspaper of general circulation in the County. The notices required hereunder shall be published not less than seven (7) days apart. Such seizure and sale shall be in addition to any other process to secure payment of the delinquent tax allowed by law. The lien is in addition to any other process to secure payment allowed by law.
- B. Any lien for taxes shall upon the payment of all taxes, penalties, and interest thereon be released by the Tax Administrator, and the operator, ~~or intermediary or person or person~~ making such payment shall receive a ~~receipt therefore stating receipt stating~~ that the full amount of taxes, penalties, and interest thereon have been paid and that the lien is thereby released.

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

### 8.02.140 Refunds

- A. Operators' refunds. Whenever the amount of any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, it may be refunded provided a verified claim in writing therefore stating the specific reason upon which the claim is

founded is filed with the Tax Administrator within three (3) years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the operator or intermediary from whom it was collected or by whom paid, and the balance may be refunded to each such operator or intermediary, the his administrators, executors or assignees.

- B. Transient Refunds. Whenever the tax required by this chapter has been collected by the operator or intermediary and deposited by the same operator with the Tax Administrator and it is later determined that the tax was erroneously or illegally collected or received by the Tax Administrator, it may be refunded by the Tax Administrator to the transient provided a verified claim in writing therefore stating; the specific reason on which the claim is founded, is filed with the Tax Administrator within three (3) years from the date of payment.

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

#### 8.02.150 Administration

- A. Transient Room Tax Fund. The Tax Administrator shall place all monies received pursuant to this order in the Transient Room Tax Fund.
- B. ~~Records; Required from Operators. Every~~ Records, Every operator and intermediary shall keep guest records of room sales and accounting books and records of room sales. The operator or intermediary shall retain all records for a period of three (3) years and six (6) months after they come into being.
- C. Examination of Records, Investigations. ~~At the discretion of the Tax Administrator, an audit of the books, papers, and accounting records may be performed on any transient lodging or tax collector within the jurisdiction of this chapter. The tax collector shall comply with all requests by the Tax Administrator or his delegee, in a timely fashion. Failure to comply with the requests of the Tax Administrator or his delegee shall be a violation of this Chapter subject to penalty.~~
- C.D. ~~For the purpose of enforcing 8.02.100 of this chapter, if the Tax Administrator has reason to believe that the returns are incorrect or that fraud, refusal to remit, evasion or operator delay has occurred as set forth in 8.02.100 of this chapter, then the Tax Administrator or any person authorized in writing by him or her may examine during normal business hours the books, papers, and accounting records relating to room sales of any operator after notification to the operator liable for the tax and The Tax Administrator or his delegee shall, if he/she deems it necessary, may investigate the business of the operator or intermediary in order to verify the accuracy of any return made, or if no return is made by the operator or intermediary, to ascertain and determine the amount required to be paid.~~
- D.E. Confidential Character of Information Obtained, Disclosure Unlawful. ~~Records, reports or returns submitted to the Tax Authority shall be exempt from disclosure to the extent provided for by state statute. It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this chapter to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and~~



~~equipment of any person required to obtain a Transient Occupancy Registration Certificate or pay a transient occupancy tax, or any other person visited or examined in the discharge of official duty, or the amount of source of income, profits, losses, expenditures, or any particular thereof set forth in any statement or application, or to permit any statement or application, or copy of either, or any book containing any abstract or particulars thereof to be seen or examined by any person.~~ Nothing in this subsection shall be construed to prevent:

1. The disclosure to or the examination of records and equipment by another county official, employee, or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter or collecting taxes imposed hereunder;
2. ~~The disclosure after the filing of a written request to that effect to the taxpayer himself receivers, trustees, executors, administrators, assignees, and guarantors if directly interested of information as to any paid tax, and unpaid tax or amount of tax required to be collected, or interest, and penalties; further provided, however, that the Clackamas County Council approves each such disclosure, and that the Tax Administrator may refuse to make any disclosure referred to in this paragraph when in his/her opinion the public interest would suffer thereby;~~
- 3.2. The disclosure of the names and addresses of any persons to whom Transient Occupancy Registration Certificates have been issued; or
- 4.3. The disclosure of general statistics regarding taxes collected or business done in the County.

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

#### 8.02.160 Tax Revenue Sharing

- A. Commencing with tax revenues collected January 1, 1993, the total net transient room tax receipts after operator collection expense of 5% and County administrative costs, not to exceed 2%, have been deducted, shall be distributed by the Tax Administrator as follows:
  1. Between January 1, 1993, and June 30, 1993, an amount sufficient to bring proceeds up to a base support amount of \$250,000 per year shall be paid in equal quarterly installments to the Clackamas County Fair; this amount shall be adjusted annually to allow for inflation by an amount to be determined by the Tourism Development Council (TDC); these funds shall be used by the Fair for construction, operations and maintenance, in accordance with its annual budget approved by the Board; and,
  2. The balance placed with the County Treasurer for deposit until transferred to the TDC monthly to pay expenditures authorized as provided below.
- B. There is hereby created the Clackamas County Tourism Development Council, consisting of nine (9) members to be appointed by the Board of County Commissioners. The TDC is to oversee the development and promotion of tourism and conventions in Clackamas County.
- C. The TDC is to develop, adopt and implement, subject to Board of County Commissioners' approval, a Tourism Development and Promotion Master Plan.

The Master Plan shall address at least the following elements: tourism promotion, tourism development, conventions, visitor information services, special events and festivals, and the County Fair. The Master Plan may be revised from time to time, subject to Board of County Commissioners' approval. Prior to adoption of the Master Plan, the TDC may adopt, subject to Board of County Commissioners' approval, an Interim Plan.

- D. The funds described in subsection 8.02.160 A 2 above shall be allocated to projects and programs by the TDC in accordance with the Tourism Development and Promotion Master Plan, except that revenues collected prior to final Board of County Commissioners' approval of a Master Plan may be expended pursuant to an interim Plan, if adopted.

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

#### **8.02.170 Appeals to the Board**

Any person aggrieved by any provisions of the Tax Administrator may appeal to the Board by filing a notice of appeal with the Tax Administrator within ten (10) days of the Administrator's decision. The Tax Administrator shall transmit said notice of appeal, together with the file of said appealed matter to the Board, who shall fix a time and place for hearing of the such appeal. The Board shall give the appellant not less than ten (10) days written notice of the time and place of hearing of the said appealed matter.

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

#### **8.02.180 Violations**

It is ~~unlawful and a violation of this chapter unlawful~~ for any operator, ~~intermediary~~ ~~or intermediary~~ or other person so required, to fail or refuse to register as required herein. It is unlawful and a violation of this chapter for a tax collector ~~or to fail to~~ furnish any return required to be made, or fail or refuse to furnish a supplemental return or other data required by the Tax Administrator, or to render a false or fraudulent return. No person required to make, render, sign, or verify any report shall make any false or fraudulent report, ~~with intent to defeat or evade the determination of any amount due, required by this chapter.~~ Any person willfully violating any of the provisions of this chapter shall be subject to a fine in an amount set by resolution of the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 5-2003, 3/13/03]

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**OFFICE OF COUNTY COUNSEL**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

April 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

**Stephen L. Madkour**  
County Counsel

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

Public Hearing to Adopt Board Order Amending LCRB Rules  
Appendix C to the Clackamas County Code

<b>Purpose/Outcomes</b>	Conduct public hearing to consider Board Order amending Appendix C of the County Code
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Permanent until amended
<b>Previous Board Action</b>	The Board was presented with the amendments at its March 14, 2017 policy session.
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Stephen L. Madkour, County Counsel
<b>Contract No.</b>	Not Applicable

**BACKGROUND:**

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

The Code Update Committee has approved proposed changes to the Local Contract Review Board Rules (LCRB) Appendix C the County Code for Board consideration.

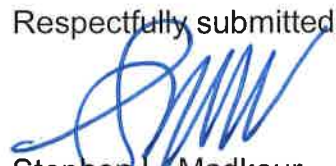
*Appendix C - LCRB Rules Update:* The proposed amendments alter local contract review board rules with respect to those county positions with contract signing authority. Some positions have been added, some have been eliminated, and some titles have changed. These amendments are intended to reflect those changes and incorporate

them into the Code. LCRB rules can be amended by Board Order after a single reading and become effective immediately.

**RECOMMENDATION:**

Staff recommends the Board conduct a public hearing and adopt the Board Order amending LCRB rules Appendix C to the County Code.

Respectfully submitted,



Stephen L. Madkour  
County Counsel

**In the Matter of Amending Local  
Contract Review Board Rules,  
Appendix C of the Clackamas  
County Code**

**Order No.** \_\_\_\_\_

This matter coming regularly before the Board of County Commissioners and it appear that:

**WHEREAS**, it is necessary to amend the Local Contract Review Board rules with respect to those county positions with contract signing authority;

**Now, therefore, it is hereby ordered** as follows:

Section 1: Appendix C, Local Contract Review Board Rules, of the Clackamas County Code is hereby amended as shown on "Exhibit A" attached hereto and incorporated herein by this reference.

DATED this \_\_\_\_ day of May, 2017.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

## LCRB Proposed Amendments

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

### DIVISION C-050

#### AUTHORITY TO SIGN CONTRACTS

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

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

##### **(2) Authority to Sign Contracts and Contract Amendments.**

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

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

Assessor

Business and Community Services Director

Business and Community Services Deputy Director

C-Com Director

Chief Deputy

County Clerk

Community Corrections Director

County Administrator

County Counsel

Deputy County Administrator

District Attorney

District Attorney Office Administrator (Administrative Services Manager)  
Disaster Management Director  
Employee Services Director  
Employee Services Assistant Director  
Family Court Services Director  
Finance Director  
Finance Assistant Director  
Health, Housing and Human Services Director  
Health, Housing and Human Services Deputy Director  
Justice of the Peace  
Juvenile Department Director  
Law Library Librarian  
North Clackamas Parks and Recreation District Director  
Public and Government Affairs Director  
Procurement Division Director  
Sheriff  
Technology Services Director  
Technology Services Assistant Director  
Tourism and Development Council Executive Director  
Tourism Programs Manager  
Transportation and Development Director  
Transportation and Development Assistant Director  
Treasurer  
Undersheriff  
Water Environment Services Director

**(3) District Attorney's, Sheriff's, Treasurer's, Assessor's County Clerk's and Justice of the Peace's Additional Authority.** In addition to the authority granted above in subsection (2), the District Attorney,



the Sheriff, the Treasurer, the Assessor the County Clerk and the Justice of the Peace have the authority to sign Contract amendments, for contracts other than Public Improvement contracts, which do not exceed 10% of the original contract amount, or \$150,000, whichever is greater.

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

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

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

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

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

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

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

[Adopted by Order NO. 2005-34, enacted 2/24/05; amended by Order No. 2006-366, enacted 8-24-06; Amended by Order No. 2008-08, enacted 1/31/08; Amended by Order No. 2008-165, enacted 10/16/08; Amended by Order

No. 2009-84, enacted 7/9/09; amended by Order No. 2010-21, enacted 3/18/10; Amended by Order No. 2012-41, enacted 6/7/12.]

April 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with  
Comprehensive Options for Drug Abusers, Inc. (“CODA”)  
to provide housing assistance and services for residents in alcohol and drug recovery.

<b>Purpose/Outcomes</b>	Provides housing assistance and services for Clackamas County residents in alcohol and drug recovery to assist them in becoming self-sufficient and obtaining permanent housing placements.
<b>Dollar Amount and Fiscal Impact</b>	Amount maximum is \$288,817.49.
<b>Funding Source</b>	\$277,016.58 Oregon Health Authority Intergovernmental Agreement #147783, \$11,800.91 in State funds. No county general funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates June 30, 2017
<b>Previous Board Action</b>	This is a renewal of subrecipient grant #6678/15-012 which the Board approved June 19, 2014, agenda Item # 061914-A4
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-722-5305
<b>Contract No.</b>	7725 / 17-034

**BACKGROUND:**

The Clackamas County Behavioral Health Division (“BHD”), Housing & Human Services Department requests the approval of this subrecipient grant agreement to Comprehensive Options for Drug Abusers, Inc. (“CODA”) to provide housing assistance and services program for Clackamas County residents in alcohol and drug recovery. CODA will support the substance abuse treatment and early recovery efforts of the participants while also focusing on participants becoming self-sufficient and obtaining permanent housing placements. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income (according to 2011 HUD data), homeless, or at risk of homelessness.

This subrecipient grant agreement is effective July 1, 2016 and terminates on June 30, 2017. The financial award shall not exceed \$288,817.49. County Counsel reviewed this document on March 29, 2017.

This agreement is retroactive due to a delayed receipt of funding from our grantor, combined with processing capacity.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

<b>CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 17-034</b>	
Project Name: <b><i>A&amp;D Supported Housing Program</i></b> Project Number: <b>36006 – A&amp;D Block Grant</b>	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and <b>Comprehensive Options for Drug Abusers, Inc. ("CODA")</b> (SUBRECIPIENT), an Oregon non-profit organization.	
<b>Clackamas County Data</b>	
Grant Accountant: <b><i>Ed Jones</i></b>	Program Manager: <b><i>Elise Thompson</i></b>
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 ejones@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 (503) 742-5353 ethompson@clackamas.us
<b>Subrecipient Data</b>	
Finance/Fiscal Representative: <b><i>Eric Knopf</i></b>	Program Representative: <b><i>Flori Hall</i></b>
Comprehensive Options for Drug Abuser, Inc. 1027 E Burnside Portland, OR 97214 503-239-8400 ericknopf@codainc.org	Comprehensive Options for Drug Abuser, Inc. 1027 E Burnside Portland, OR 97214 503-239-8400 florihall@codainc.org
DUNS: 093490142	

### RECITALS

WHEREAS, Clackamas County (COUNTY), is a political subdivision of the State of Oregon;

WHEREAS, COUNTY has entered into an Intergovernmental Agreement ("IGA") for the Financing of Community Addictions and Mental Health Services (Agreement No.147783) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2015-2017;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, OHA is willing, upon the terms of and conditions of the aforementioned IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds;

WHEREAS, Comprehensive Options for Drug Abusers (SUBRECIPIENT) is a not-for-profit behavioral health agency founded in 1969. Comprehensive Options for Drug Abusers provides a wide range of opioid-addictions treatment services as well as both inpatient and outpatient evidence-based alcohol and drug treatment services.

THEREFORE, the parties seek to provide housing assistance and services for Clackamas County residents in alcohol and drug recovery through this Subrecipient Grant Agreement of federal financial assistance, which sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") the COUNTY and SUBRECIPIENT agree as follows:

#### **AGREEMENT**

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of July 1, 2016 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the CMHP IGA 147783 awarded on July 1, 2015 are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* ("CFR"), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by the COUNTY, which are attached to and made a part of this Agreement by reference.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the 2015-2017 Intergovernmental Agreement for the Financing of Community Service Addictions and Mental Health Services and Clackamas County General funds (Agreement #147783, **CFDA 93.959**). The maximum, not to exceed, grant amount that the COUNTY will pay is \$288,817.49. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this agreement is from the following sources:
  - 4.1. **Federal Funds:** \$277,016.58 in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No.147783) (**CFDA 93.959**) issued to the COUNTY by the State of Oregon acting by and through its Oregon Health Authority. The State of Oregon receives Block Grants for Substance Abuse

Services ("SABG") funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds:** \$11,800.91 in other funds provided for funding of other items in the program budget.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - c) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal Government shall be the liability of the SUBRECIPIENT.
  - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - e) **Match.** Matching funds are not required for this Agreement.
  - f) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.

- g) **Indirect Cost Recovery.** SUBRECIPIENT elects to use the federal *de minimis* indirect cost rate (10%). This amount is incorporated by reference into the SUBRECIPIENT program budget in Exhibit B.
- h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- j) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with federal funds authorized by this Agreement. Compensation to the federal agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- m) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the



Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- p) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q) **Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal Government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services Agreement #147783, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- t) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to the COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

## 10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal Government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by the SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

## 11. Federal and State Procurement Standards

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

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(S) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and

agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of the SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the SUBRECIPIENT from and against any and all Claims.

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
  - 3) **Professional Liability.** SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds.
  - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.
  - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

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

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

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.


- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report
- Exhibit F: Final Financial Report
- Exhibit G: Required Federal Terms and Conditions
- Exhibit H: Community Addictions and Mental Health Services Subrecipient Agreement Provisions

*(signature page follows)*

**SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT**

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

**COMPREHENSIVE OPTIONS FOR DRUG ABUSERS (CODA), INC.**

By:   
(Timothy Hartnett, Executive Director)  
4/3/17

\_\_\_\_\_  
Date

1027 E. Burnside  
Street Address

Portland, OR 97214  
City / State / Zip

(503) 239-8400      /(503) 239-8407  
Phone                      / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Service Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**Approved to Form:**

  
\_\_\_\_\_  
County Counsel  
29 March 2017  
\_\_\_\_\_  
Date

April 13, 2017

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Multnomah County for an  
Older Adult Behavioral Health Coordinator

<b>Purpose/ Outcomes</b>	To provide a shared Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington counties.
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum \$86,555.32 to be paid in annual installments of \$43,277.66. Payments may require adjustment for annual salary and cost of living increase. Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.
<b>Funding Source</b>	Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2019
<b>Previous Board Action</b>	This is a renewal of contract #7381 which received Board approval October 2015 (Agenda Item # 102915-A1)
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.
<b>Contact Person</b>	Mary Rumbaugh, Interim Director– Behavioral Health Division - 742-5305
<b>Contract No.</b>	8160 (Multnomah # 44-3201)

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement with Multnomah County to fund an Older Adult Behavioral Health Coordinator position. The purpose of this position is to provide an Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington County with multi-disciplinary teams that operate across Aging, Disability, and Veterans Services, Developmental Disabilities, Coordinated Care Organization and health systems, and Mental Health and Addiction Services to benefit clients with multiple service needs.

The contract is effective July 1, 2017 through June 30, 2019. The two-year contract maximum is \$86,555.32. County Counsel reviewed and approved this contract on March 15, 2017.

**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



**INTERGOVERNMENTAL AGREEMENT**  
Contract Number 4400003201

This is an Agreement between Clackamas County and Multnomah County (County).

**PURPOSE:**

The purpose of this position is to provide an Older Adult Behavioral Health Coordinator to coordinate a regional initiative in Multnomah, Clackamas, and Washington Counties with multi-disciplinary teams that operate across Aging, Disability, and Veterans Services, Developmental Disabilities, Coordinated Care Organization and health systems, and Mental Health and Addiction Services to benefit clients with multiple service needs.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from 7/1/2017 to 6/30/2019.
2. **RESPONSIBILITIES OF CLACKAMAS COUNTY.** Clackamas County agrees to pay County for specific services based upon the applicable payment terms set forth below:
  - A. **Contract Funding.**

Payments for specified time periods are as follows:

July 1, 2017 - June 30, 2018: Annual payments will be \$ 43,277.66.  
July 1, 2018 - June 30, 2019: Annual payments will be \$ 43,277.66.
  - B. Payments may require adjustment for annual salary increase and cost of living increase, Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.
  - C. Clackamas County will provide work space for this position while performing coordination services in Clackamas County.
  - D. **Request for Payment.**
    - 1) Clackamas County shall pay Multnomah County equal monthly allotment upon receipt of an invoice from Multnomah County on letterhead referencing this agreement.

Invoice shall be submitted via email to: BHAP@co.clackamas.or.us

- 2) Clackamas County will remit payment within 30 days from receipt of invoice to:

Multnomah County, MHASD  
Community Mental Health Program  
421 SW Oak St, Suite 520  
Portland, Oregon 97204  
Attn: Rosa Nguyen

**3. RESPONSIBILITIES OF COUNTY.** The County agrees to provide a position for regional coordination and project management to enhance communication and collaboration, as well as address unmet needs and capacity issues, between AAA/APD network and the Mental Health/Behavioral Health network across the region. The County will supervise the position, provide work space, equipment (computer, phones, and mileage), and office supplies as needed.

A. The position will provide the following services in coordination with the County Older Adult Behavioral Health Specialists:

- 1) Serve as a regional liaison between the Older Adult Behavioral Health Specialist in each of the three counties and identify common strengths and barriers. Ensure that all Specialists receive the same information in a timely manner either from DHS/OHA or from other Specialists;
- 2) Support the OABHS in organizing, and facilitating meetings with stakeholder groups to identify unmet needs and build regional and local consensus and collaboration;
- 3) Represent the regional Older Adult Behavioral Health Initiative team in state and stakeholder meetings, administrative hearings, and committee meetings as determined by the OABHS Team;
- 4) Provide written and verbal reports and presentation on project status as required;
- 5) Facilitate project goals and deliverables for the region taking into account local needs;
- 6) Facilitate and coordinate work among various project team members;
- 7) Coordination of regional training initiative, community education and staff development, assess and identify training needs;
- 8) Liaison with other Regional Coordinators;
- 9) Support local OABHS specialists in fostering and maintaining effective internal and external communication and consult with staff across all three counties;
- 10) Oversee technical project and compliance reports, records, and documentation;
- 11) Provide consultation as requested to OABHS staff working on the initiative across the three-county area;

4. **TERMINATION:** This agreement may be terminated by either party upon 30 day's written notice.
5. **INDEMNIFICATION:** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Clackamas County from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Clackamas County shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Clackamas County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE:** Neither party shall be required to provide or show proof of any other insurance coverage.
  - A. **Workers Compensation.** The Older Adult Behavioral Health Coordinator position shall remain a position of the County and shall not be considered an employee of Clackamas County with respect to provision of services under this Agreement for any reason. Clackamas County does not assume and shall not assume any liability under any law relating to Workers Compensation. County certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.
  - B. **Professional and General Liability.** During the term of this Agreement, County will maintain professional and general liability insurance coverage each with limits of at least one million (\$1,000,000.00) per occurrence and at least three million (\$3,000,000.00) annual aggregate. County may fulfill its obligations of this paragraph through a program of self-insurance provided County's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that specified in this paragraph. County's insurance shall be primary insurance as respects to Clackamas County. Any insurance or self-insurance maintained by Clackamas County shall be excess and shall not contribute to it.
7. **DEBT LIMITATION CLAUSE** This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.
8. **ADHERENCE TO LAW:** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

- 9. NON-DISCRIMINATION:** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 10. ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
- 11. SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
- 12. THIS IS THE ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
- 13. ADDITIONAL TERMS AND CONDITIONS:**  
 Payments may require adjustment for annual salary increase and cost of living increase. Multnomah County will initiate an amendment to this IGA to include the amount of increase, effective date, and the monetary amount.

**MULTNOMAH COUNTY, OREGON:**

County Chair or Designee: Joanne Fuller/wj  
 Date: 3/23/17  
 Dept Director or Designee: \_\_\_\_\_  
 Date: \_\_\_\_\_

JENNY M. MADKOUR,  
 COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Via Email Bernadette Nunley  
 Assistant County Attorney  
 Date: March 22 2017

**CLACKAMAS COUNTY, OREGON:**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Approved as to form by: Kathleen Rastetter  
 Date: 3/15/17

April 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #16 of the Intergovernmental Agreement #7170 with the Oregon Health Authority (“OHA”) to provide pass through funding to Children, Youth and Families’ for alcohol and drug prevention strategies with young adults

<b>Purpose/Outcomes</b>	Provides alcohol and drug prevention strategies with young adults (18 - 25 year olds) within Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	Maximum financial award is \$67,000.
<b>Funding Source</b>	Oregon Health Authority, Community Mental Health Program (“CMHP”) Intergovernmental Agreement #147783. No county general funds are involved.
<b>Duration</b>	Effective January 01, 2017 and terminates on July 30, 2017
<b>Previous Board Action</b>	NA
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. 2. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.
<b>Contact Person</b>	Mary Rumbaugh, Director, Behavioral Health Division 503-722-5305
<b>Contract No.</b>	# 7170, amendment #16 (OHA #147783)

**BACKGROUND:**

The Clackamas County Behavioral Health Division (“BHD”) of the Health, Housing & Human Services Department requests the approval of this Intergovernmental Agreement with the Oregon Health Authority (“OHA”) to pass through funding to Clackamas County Children, Youth and Families Division (“CYFD”) for service element 60, A&D Special Projects: Strategic Prevention Framework. CYFD will organize and develop plans and programs to coordinate anti-drug efforts, resulting in a comprehensive, communitywide approach to substance abuse and its related problems. The funds address at least one of the following substance abuse priorities: underage drinking, high-risk drinking, and prescription drug misuse and abuse among persons aged 12-25.

This agreement is effective January 1, 2017 through June 30, 2017 with a maximum expenditure of \$67,000. It was approved by County Counsel on March 8, 2017.

This agreement is retroactive because the BHD did not receive the amendment from the State before the effective date.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



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

**SIXTEENTH AMENDMENT TO  
OREGON HEALTH AUTHORITY  
2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF COMMUNITY ADDICTIONS AND MENTAL HEALTH SERVICES  
AGREEMENT #147783**

This Sixteenth Amendment to Oregon Health Authority 2015-2017 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services effective as of July 1, 2015 (as amended, the "Agreement"), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County ("County").

**RECITALS**

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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:

**AGREEMENT**

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1, attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.

5. 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.

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

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**State of Oregon, acting by and through its Oregon Health Authority**

**By:**

\_\_\_\_\_  
Authorized Signature                      Printed Name                      Title                      Date

**Approved for Legal Sufficiency:**

Approved via e-mail from Assistant Attorney General Steven Marlowe on July 5, 2015

**OHA Program:**

Approved by Joan Wan on March 3, 2017, email in Contract file.



April 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #44-0571, Amendment #4  
with Multnomah County Dept. of County Human Services,  
Aging & Disability Services Division for care transition services

<b>Purpose/Outcomes</b>	To provide care transitions services for Medicare eligible persons who reside in Clackamas County who are being discharged after a hospitalization to reduce their chance of re-hospitalization.
<b>Dollar Amount and Fiscal Impact</b>	Amendment total is \$64,900 for a new total agreement of \$499,820. The contract is funded through the Multnomah County provider agreements with OHSU and Providence Health Systems
<b>Funding Source</b>	Local Funds - no County General Funds are involved.
<b>Duration</b>	Effective April 1, 2013 and terminates on September 30, 2015
<b>Previous Board Action</b>	072513-A5, 041615-A4
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6331

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Amendment #4 to Agreement #44-0571 with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Care Transition services to Clackamas Residents. Clackamas County Social Services, as part of the Metro Aging & Disability Resource Connection Consortium (Metro ADRC), participates with the Metro Care Transitions Collaborative (MCTC) program which is a joint effort of the four Area Agencies on Aging in the region and four medical systems. Multnomah County Aging, Disability, and Veterans Services Division (Multnomah ADVSD) is serving as the lead agency and fiscal agent. This amendment adds funding and extends the termination date of the original contract.

The goal of the MCTC is to provide Coleman model care transition services to persons identified by the participating hospitals that meet the eligibility criteria. This 4-week community or hospital-based intervention program was developed by Eric Coleman. This approved evidence based program utilizes trained "transition coaches" to do a hospital visit, home visit, and three follow-up phone calls with eligible participants. The eligibility criteria for the program are: Medicare fee-for-service, resides

in one of the four participating counties, and has one of the targeted diagnoses and a primary or secondary reason for hospital admission. Persons that meet these criteria will receive coaching from a Care Transitions Coach to assist them in successfully transitioning back to home with minimal risk of re-hospitalization.

This amendment to the agreement is late due to Multnomah County not being able to release agreements to the other participating counties until their funding source released their agreement. This resulted in the delay of Multnomah County sending out its agreements. This agreement is effective October 1, 2016 through December 3, 2017. No County General Funds are involved in this agreement. The original agreement was reviewed and approved by County Council on July 10, 2013

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services



# CONTRACT AUTHORIZATION & SIGNATURE REQUEST

This is to notify you that **Contract** 4400000571 **Amendment** 4 is ready for your signature.

**STEP 1:** Please print and sign the following pages, exhibits, and/or attachments from your contract:

- Contract or amendment Signature Page
- Exhibit 3 –Independent Contractor (Complete section A **OR** B if it applies)
- Exhibit 4 – Workers’ Compensation Exemption Certificate
- Exhibit 5 – Equal Employment Opportunity Certification Statement
- Exhibit 7 - Criminal History Records Check Certificate
- ARRA EEO
- Other:

**STEP 2:** Return the following documents to the County:

- A **complete copy** of your contract or amendment (you may choose to resend the same PDF file that was emailed to you)
- Copies of your signed signature pages, exhibits, and attachments, as identified in Step 1 above.

Return the documents by one of the following methods:

Scan and email the Contract to: [centralcontracts@multco.us](mailto:centralcontracts@multco.us)

**OR**

Return the Contract to the following address by mail or hand delivery

Multnomah County Purchasing  
ATTN: Contracts  
501 SE Hawthorne Blvd., Suite 125  
Portland, Or 97214

**STEP 3:** No work can begin and no payments can be made until Multnomah County has received and executed the Contract or Amendment. You will be notified when your Contract or Amendment has been executed. If you have questions regarding Steps 1 or 2, please contact us at:

Anthony Blackmon 503-988-9287                      [Anthony.blackmon@multco.us](mailto:Anthony.blackmon@multco.us)

If you have any questions regarding Contract language or Amendment changes, please call your Department Representative at:

Name and Phone: Lou Olson 503-988-8315

Email: [lou.g.olson@multco.us](mailto:lou.g.olson@multco.us)

**MULTNOMAH COUNTY  
INTERGOVERNMENTAL AGREEMENT AMENDMENT**  
*(Amendment to change Contract provisions during contract term.)*

Contract Number 4400000571  
Amendment 4

This is an amendment to Multnomah County's Contract referenced above effective October 1, 2016 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County Social Services Division, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 4400000571:
  - a. The term of this agreement shall be from April 1, 2013 to December 31, 2017.
  - b. Intergovernmental Agreement 4400000571 is replaced in its entirety by the attached Intergovernmental Agreement 4400000571. In addition to a. above, changes to this agreement include: revisions to Purpose; Project Description; Responsibilities of Contractor; Request for Payment; and Responsibilities of County sections.
2. The estimated target value of this Contract for its term duration is increased to \$499,820.
3. All other terms and conditions of the Contract shall remain the same.

**MULTNOMAH COUNTY, OREGON:**

County Chair or Designee: Diboran Kufornyles  
Date: 3/30/17  
Dept Director or Designee: NA  
Date: \_\_\_\_\_

**CONTRACTOR:**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED:**

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney Approved via email by Jacquie Weber  
Date: 3/23/2017

Approved as to form by: \_\_\_\_\_  
Date: \_\_\_\_\_

**Multnomah County/Clackamas County  
Intergovernmental Agreement No. 4400000571  
Amendment No. 4**

This Agreement is made and entered into pursuant to the authority found in ORS Chapter 190 by and between Multnomah County Department of County Human Services (DCHS), Aging, Disability and Veterans Services Division (ADVSD), hereinafter referred to as County, jointly with and on behalf of Clackamas County, Health & Social Services Division, hereinafter referred to as Contractor.

**PURPOSE.** The purpose of this agreement is to purchase the services and establish the terms of the Metro Care Transitions Collaborative (MCTC), a joint effort of the four Area Agencies on Aging (AAA) and various medical systems in the Multnomah, Clackamas, Washington and Columbia County area.. Multnomah County ADVSD will be serving as lead agency.

<b>Community-Based Organizations (CBOs)</b>	<b>Medical Systems</b>
<b>Area Agencies on Aging</b>	
Clackamas County Social Services (CCSS)	Oregon Health & Science University (OHSU)
Multnomah County Aging, Disability and Veterans Services (ADVSD)	Portland Providence Medical Center
Washington County Disability Aging and Veterans Services (DAVS)	Providence Milwaukie Medical Center
	Providence St. Vincent Medical Center)

**PROJECT DESCRIPTION.** Multnomah County Aging, Disability and Veterans Services (ADVSD) will serve as the lead agency, with executive oversight from the Care Transitions Project Manager and with day-to-day operations and quality assurance provided by a Clinical Coordinator.

All participating healthcare systems have accepted the use of the Coleman model for care transitions (Coleman CTI). Care Transitions (CT) coaches will assist participating healthcare systems in identifying appropriate referrals for the program, make contact with patients, and begin the coaching process. Program participants will receive a visit in the hospital, one home visit within 48 – 72 hours following discharge, as well as up to three (3) follow-up phone calls. The area served by the Collaborative has rich diversity, and the Collaborative will use bi-lingual coaches or interpreter services to assure effective communication with program participants.

Data collection and analysis, as well as billing and fee distribution, will be managed by ADVSD’s well-established fiscal reporting system. Quality assurance checks will be part of the ongoing process. A CT database, already in use in a CT pilot project, will be utilized by CBO partners for this project. Additionally, referral and assignment processes are already in place.

The parties agree as follows:

- 1. TERM.** The term of this agreement shall be from April 1, 2013 to December 31, 2017. This agreement may be renewed at the sole discretion of County.

**Multnomah County/Clackamas County**  
**Intergovernmental Agreement No. 4400000571**  
**Amendment No. 4**

2. **RESPONSIBILITIES OF CONTRACTOR.** Contractor agrees to perform the following tasks and deliverables:

Multnomah County ADVSD will serve as lead agency and fiscal agent for the Collaborative. Contractor agrees to assign a lead staff person for this project, who will coordinate the program.

The CT program has been designed to provide for interactive cooperation between the Contractor, the other three participating contractors and participating healthcare systems.

Contractor will ensure that CT services will be provided by CT coaches who have completed required training provided by the Coleman CTI program and who meet the position qualifications. Contractor will identify one or more trained coaches to be assigned within their service area. It is anticipated that each coach will be able to complete a minimum of 24 home visits per 1.0 FTE CT Coach each month, for a total of approximately 296 participants served per year.

Contractor will coordinate with the MCTC Clinical Coordinator to ensure that Contractor CT coach(es) will be assigned to provide home visits and follow-up to Clackamas County program participants identified at OHSU, Providence Portland Medical Center, Providence Milwaukie Medical Center and Providence St. Vincent Medical Center. In addition, Contractor CT coach(es) will be on-site to provide case finding at Providence Milwaukie Medical Center, on a schedule agreed to by the MCTC Clinical Coordinator.. Regularly scheduled site visits will allow the coaches to help with identification and referral of potential CT program participants. The healthcare systems will provide either a list of eligible participants or access to medical records to the coach to aid in identifying patients that meet the criteria for the program as determined by the healthcare system. The site visit is completed by the designated CT coach to explain the CT program to the potential participant and their family members, including providing them with an informational brochure and acquainting them with the coach who will be visiting them at home. The designated CT coach will also enter participant and service information into the Collaborative's database, as required by ADVSD.

Once a patient accepts admission into the CT program, a designated CT Coach will enter participant information into the CT database and make the referral to the appropriately assigned CT Coach based on the zip code and county of the program participant's residential address.

A home visit by the CT coach to meet with the program participant, and their caregiver if possible, will occur within 2 business days of discharge. In addition, the CT coach will conduct three follow-up phone calls over the next 30 days. The Coleman CTI model is founded on the principle of patient-centered/directed practices. CT coaches use teach-back methods, coaching, and patient-activation methods to support the beneficiary and their support networks to help them establish skills that last far beyond the 30-day intervention. The home visit focuses on review of the discharge instructions and the four pillars of the

**Multnomah County/Clackamas County  
Intergovernmental Agreement No. 4400000571  
Amendment No. 4**

Coleman model:

- review of the program participant's medication, with a focus on self-management of medications;
- planning for the follow-up appointment with physician;
- assuring the client understands potential red flags and complications which might occur; and
- completion of a personal health record and helping the program participant make note of any questions to ask their personal care physician or specialist at the follow-up appointment. The three follow-up phone calls within 30 days of discharge will focus on problem solving and patient activation.

The coach will work with the program participant and their family to ensure transportation is arranged for the physician visit and for other follow-up appointments, including to labs and pharmacy during the first week at home. If the program participant and their family identify any care or resource needs, the coach will assist by providing referrals for follow-up assistance and access to community services, including transportation.

a. Deliverables shall be sent or delivered to:

Multnomah County  
DCHS/Aging, Disability and Veteran Services Division  
Contract Deliverables  
P.O. Box 40488  
Portland OR 97204-0488  
If submitting electronically, send to: [ADS.Contracts@multco.us](mailto:ADS.Contracts@multco.us)

**3. ADDITIONAL REQUIREMENTS.**

- a. Outreach Materials: Contractor will ensure that all outreach materials have been approved by the MCT Clinical Coordinator prior to distribution.
- b. Public Release of Information: Contractor will coordinate with the MCT Clinical Coordinator to ensure that report or analytic material based on information obtained through the project has been approved by ADVSD prior to release.
- c. Evaluation: Contractor agrees to cooperate fully with ADVSD in any evaluation of this program. This may include providing additional information and data, including beneficiary-specific information, regarding program operations, intervention models, patient targeting, and other functions.

**Multnomah County/Clackamas County  
Intergovernmental Agreement No. 4400000571  
Amendment No. 4**

**4. PROGRAM PERFORMANCE MEASURES.**

Client demographics and service data are entered in timely and accurate manner.	95% rate for accuracy and timeliness
CT Coaches and supervisory lead are actively engaged in program development.	CT Coach(es) and supervisory lead participate in program meetings/calls at least one time/month

5. **REPORTING REQUIREMENTS.** Contractor agrees to utilize electronic client and service database system established by the County. Lead staff and CT Coaches will participate in training and technical assistance for data collection systems to ensure appropriate and accurate use of reporting tools. Contractor will ensure that CT Coaches enter client and service information into the electronic database in a timely, accurate and complete fashion. Monthly client data/service entry will be entered no later than the final day of the month in which services are provided.

6. **REQUEST FOR PAYMENT.** This Contract will be paid on a Per-Invoice/Fee-for-Service/Requirements basis. Payment will be made for services to clients who are targeted at-risk patients at OHSU and/or Providence Health Systems facilities identified by County staff. Payment will be made to Contractor contingent upon receipt of payment by County from OHSU and/or Providence Health Systems for qualified clients and services. For services in the period from October 1, 2016 through December 31, 2017, County will pay Contractor \$200 each for:

a) Up to **ninety-six (96)** program participants identified through OHSU who receive a home visit from a Contractor Care Transitions (CT) Coach from **July 1, 2016 through June 30, 2017 for a total of up to \$19,200;** and

b) Up to **one hundred forty-nine (149)** program participants identified through Providence Health Systems who receive a home visit from a Contractor Care Transitions Coach **from December 1, 2016 through December 31, 2017, for a total of up to \$29,800.**

In addition, County will pay Contractor \$100 each for up to **one hundred fifty (159)** program participants identified through case finding by Contractor Care Transitions Coach at Providence Milwaukie Medical Center who also received a home visit by a Care Transitions Coach **from December 1, 2016 through December 31, 2017, for a total of \$15,900.**

The maximum total funding for the period from October 1, 2016 through December 31, 2017 is **\$64,900.**



**Multnomah County/Clackamas County  
Intergovernmental Agreement No. 4400000571  
Amendment No. 4**

All requests for payment shall be sent to:

Multnomah County  
DCHS/Aging, Disability and Veteran Services Division  
Contract Deliverables  
P.O. Box 40488  
Portland OR 97204-0488

If submitting electronically, send to: [ADS.Contracts@multco.us](mailto:ADS.Contracts@multco.us)

Payments will be sent to:

Clackamas County Social Services  
P. O. Box 2950  
Oregon City, OR 97045

7. **RESPONSIBILITIES OF COUNTY.** Upon submission of all deliverables and an invoice, County agrees to pay Contractor an estimated maximum of **\$499,820** including expenses. County will pay upon the conditions and terms indicated in #6 above.
8. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) days written notice. Termination of this Agreement shall be without prejudice to expenses accrued prior to such termination.
9. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this Agreement.
10. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
11. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
12. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
13. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

**Multnomah County/Clackamas County**  
**Intergovernmental Agreement No. 4400000571**  
**Amendment No. 4**

14. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
15. **AVAILABILITY OF FUNDING.** If funds cease to be available to the County in the amounts anticipated for this Agreement, County may reduce the scope of services to be provided and Contract funding accordingly.
16. **NOTICES.** Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:  
  
Brenda Durbin  
[BrendaDur@co.clackamas.or.us](mailto:BrendaDur@co.clackamas.or.us)  
503-655-8641
17. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

April 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with  
City of Sandy/Sandy Senior & Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Sandy/Sandy Senior & Community Center to provide social services to Clackamas County residents age 60 and over. These services enable residents to remain engaged in their community
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$155,811. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on June 30, 2017
<b>Previous Board Action</b>	062316-A7
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7687

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment#1, with the City of Sandy/Sandy Senior & Community Center. This is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, and adds additional Ride Connection transportation funding.

This amendment increases the agreement amount by \$11,830; for an amended agreement maximum of \$155,811. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2016 and continues through June 30, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services Department

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

Subrecipient Agreement Number: 17-007

Board Order Number:

Department/Division: H3S/SSD

Amendment No. 1

Subrecipient: City of Sandy –  
Sandy Senior & Community Center

Amendment Requested By:  
Stefanie Reid-Danielson,  
ADS Contracts Coordinator

Changes:  Scope of Service  
 Contract Time

Contract Budget  
( ) Other:

**Justification for Amendment:**

This agreement provides for resources to be used in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, and adds additional Ride Connection transportation funding.

Maximum compensation is increased by **\$11,830** to a revised value of **\$155,811**. This Amendment #1, when signed by City of Sandy – Sandy Senior & Community Center ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

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

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated **July 1, 2016** as may be amended ("agreement") and continues through **June 30, 2017**;

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

**I. AMEND: AGREEMENT**

- 4. Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$143,981**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$37,651** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$3,141** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., and Oregon nonprofit organization.
- b. **Other Funds.** The COUNTY's funding of **\$91,744** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation; **\$6,435** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$910** for Low Income Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

- 4. Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$155,811**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$42,266** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$3,141** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., and Oregon nonprofit organization.
- b. **Other Funds.** The COUNTY's funding of **\$95,670** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation; **\$10,082** in Medicaid funds for Medicaid Home Delivered Meals

Amend:

CITY OF SANDY - SENIOR CENTER  
Fiscal Year 2016-17

Federal Award Numbers	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA III E Funds	LIEAP Funds	NSIP Funds	Required Match	Other State Funds	STF Funds	MEDICAID Funds	Program Income	NO OF UNITS	TOTAL COST	REIMBURSEMENT RATE
CFDA Number	16AORT353	16AORT353	16AORT353	16AORT353	16AORT353	16AORT353	16AORT353	N/A		OR 65-912	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	\$3,295							\$366					92 hrs	\$3,661	\$35.81
Reassurance	\$1,434							\$159					55	\$1,593	\$25.90
Info. & Assistance	\$3,429							\$381					188	\$3,810	\$18.27
Transportation OAA	\$5,244							\$583				\$1,000	1,311	\$6,827	\$4.00
Physical Activity Falls Prevention				\$756				\$0	\$4,100				97 Classes	\$4,856	\$50.00
Preventative Screening,															
Counseling, & Referrals															
Family Crivr. Respite				\$656				\$0					16	\$656	\$40.00
Trans - Ride Con. Out of Dist					\$5,536			\$1,384				\$2,000	175	\$8,920	\$31.70
Transportation - Special Needs										\$18,540		\$600	2,318	\$19,140	\$8.00
Transportation - Boring Lifeline										\$41,103			1,000	\$41,103	\$41.10
Transport - T19 Non-Med.										\$30,000			775	\$30,000	\$38.71
Ride Con - Vehicle Maint										\$622	\$1,478		150	\$2,100	\$14.00
Food Service - Frozen FDM			\$9,000					\$257		\$3,141			N/A	\$3,397	N/A
OAA Meal Site Management		\$3,514	\$3,416				\$3,285	\$0					4,500	\$12,285	\$0.730
Medicaid Meals - SDYS			(\$1,325)				(\$589)	\$0				\$15,120	15,750	\$22,441	\$1.18
LIEAP Intakes						\$910		\$0			\$7,155	(\$720)	750	\$4,521	\$7.80
TOTALS	\$13,402	\$3,514	\$11,091	\$1,412	\$5,536	\$910	\$2,696	\$3,522	\$4,100	\$93,406	\$8,633	\$18,000	\$27,128	\$166,221	\$6.50

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$143,981

Federal Award Total: \$40,792

**To Read:**

**CITY OF SANDY - SENIOR CENTER**  
Fiscal Year 2016-17

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA III E Funds	LIEAP Funds	NSIP Funds	Required Match	Other State Funds	STF Funds	MEDICAID Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP	N/A		OR-65-012	N/A				
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053			20.513					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	\$3,295							\$366					92 hrs	\$3,661	\$35.81
Reassurance	\$1,434							\$159					55	\$1,593	\$25.90
Info. & Assistance	\$3,429							\$381					188	\$3,810	\$18.27
Transportation OAA	\$5,244							\$583				\$1,000	1,311	\$6,827	\$4.00
Physical Activity/ Falls Prevention Preventative Screening, Counseling, & Referrals				\$1,252				\$0	\$4,100				71 Classes	\$5,352	\$50.00
Family Crgvr. Respite				\$160				\$0					4	\$160	\$40.00
Trans - Ride Con. Out of Dist					\$5,536			\$1,384				\$2,000	175	\$8,920	\$31.70
Transportation - Special Needs										\$22,467		\$600	2,808	\$23,067	\$8.00
Transportation - Boring Lifeline										\$41,103			1,000	\$41,103	\$41.10
Transport - T19 Non-Med.										\$30,000			775	\$30,000	\$38.71
Ride Con - Vehicle Maint								\$257		\$620	\$1,480		150	\$2,100	\$14.00
Food Service - Frozen HDM			\$9,000					\$1,001		\$3,141			N/A	\$3,397	N/A
OAA Meal Site Management		\$3,081	\$9,725				\$3,375	\$1,424				\$18,432	4,500	\$13,376	\$0.750
Medicaid Meals - SDSA			(\$2,343)					(\$261)				(\$1,128)	1,175	\$6,556	\$7.80
LIEAP Intakes						\$553							85	\$553	\$6.50
<b>TOTALS</b>	\$13,402	\$3,081	\$16,382	\$1,412	\$5,536	\$553	\$2,453	\$5,295	\$4,100	\$97,331	\$12,689	\$20,904	\$31,426	\$183,138	

City of Sandy - Sandy Senior & Community Center  
Subrecipient Grant Agreement #17-007, Amendment #1  
Page 4 of 5

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$155,811

Federal Award Total: \$45,406



issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$553** for Low Income Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

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

**SUBRECIPIENT**

City of Sandy –  
Sandy Senior & Community Center

By: Kim Yamashita  
Kim Yamashita, Interim City Manager  
City of Sandy

4/3/17  
Dated

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

**Approved as to Content:**

Tanya Richardson  
Tanya Richardson, Center Manager  
Sandy Senior & Community Center

4/3/17  
Date

Richard Swift, Director  
Health, Housing and Human Services Dept.

Dated

Recording Secretary

Dated

April 13, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers

<b>Purpose/Outcomes</b>	Passport to languages provides phone and on-site interpretation services to the Clackamas County Health Centers.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #01 increases the contract by \$65,000 bringing the Contract maximum to \$250,000.
<b>Funding Source</b>	Fee for service. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Build a strong infrastructure
<b>Previous Board Action</b>	The Board previously reviewed on March 5, 2015 agenda item 030515-A-3 and July 9, 2015 agenda item 070915-A17;062316-A2
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	7745-01

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services requests the approval of Amendment #01 to the Professional Services Agreement with Passport to Languages for interpretation services at the Clackamas County Health Centers.

The Health Centers Division no longer has permanent on-site interpreters available. CCHCD utilizes this interpreter services to adequately meet the needs of its diverse client base. There has been a greater than anticipated need for these services. Additional funds are necessary to continue the provision of interpretation services. Amendment #1 increases the contract by \$65,000 bringing the maximum value of this contract to \$250,000. The Agreement is effective upon signature and terminates June 30, 2017. County Counsel reviewed this agreement on April 03, 2017.

**Recommendation**

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

Respectfully submitted

Richard Swift, Director  
Health, Housing, and Human Services

**Contract Amendment**  
**Health, Housing and Human Services Department**

DHS Contract Number 7745 Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division Health Centers Amendment No. 1

Contractor Passport to Languages

Amendment Requested By Richard Swift, Director

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment increases the maximum value by \$65,000.00. The new contract maximum is \$250,000.00. This Amendment is effective **upon signature** and continues through **June 30, 2017**.

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

**AMEND:**

The total payment to CONTRACTOR shall not exceed ***\$ 185,000.00***. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

**TO READ:**

The total payment to CONTRACTOR shall not exceed ***\$ 250,000***. Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

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

**Passport to Languages**

By: \_\_\_\_\_  
Robin Lawson, President

\_\_\_\_\_  
Date  
6443 SW Beaverton Hillsdale Hwy. Suite 420  
Street Address  
Portland, Oregon 97221  
City/State/Zip  
800-297-2707 / 503-297-1703  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date  
\_\_\_\_\_  
County Counsel  
Approved as to Form

**PASSPORT TO LANGUAGES**

*Professional Services Contract – Amendment #01*

Page 2 of 2

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M. BARBARA CARTMILL  
DIRECTOR

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

April 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of a Portion of Schroeder Avenue

<b>Purpose/Outcomes</b>	Vacates a portion of Schroeder Avenue, Co. Rd. No. 2390
<b>Dollar Amount and Fiscal Impact</b>	Application and processing fee received.
<b>Funding Source</b>	N/A
<b>Duration</b>	Upon execution; permanent vacation.
<b>Previous Board Contact</b>	N/A
<b>Strategic Plan Alignment</b>	Grow a Vibrant Economy
<b>Contact Person</b>	Doug Cutshall, Engineering Technician 503-742-4699

Schroeder Avenue, County Road Number 2390, was created and dedicated to the public February 18, 1920 by River Villa Acres, Plat No. 432, situated in the southeast one quarter of Section 2, T.2 S., R.1 E., W.M., This portion of Schroeder Avenue terminates at a previously vacated area. This road vacation will not alter the road nor deprive access to any adjoining properties. The petitioners would like to develop their adjoining properties and will utilize the new building setback lines to save existing trees and incorporate LEED technology in the new buildings.

The portion of Schroeder Avenue to be vacated is 50 feet wide and, 300 feet long. This right-of-way serves no public need and is not a benefit to the traveling public.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation provided all utility rights are reserved.

County Counsel has reviewed and approved this vacation.

**RECOMMENDATION:**

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of portion of Schroeder Avenue.

Respectfully Submitted,

Mike Bezner, PE  
Assistant Director of Transportation

## MEMORANDUM

TO: Board of Commissioners

FROM: M. Barbara Cartmill, Director D.T.D.

DATE: April 13, 2017

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF PORTION OF SCHROEDER AVENUE**

**LOCATION:** Schroeder Avenue, County Road No. 2390, is situated in the SE1/4 of Section 2, T.2 S., R.1 E., W.M. in Oak Grove.

**FACTS AND FINDINGS:** The subject portion of Schroeder Avenue, became a part of the Local Access Road system February 18, 1920, by the River Villa Acres, Plat No. 432, Clackamas County Plat Records, and later accepted as a County Road, October 21, 1949. The petitioners would like to develop their adjoining properties and will utilize the new building setback lines to save existing trees. LEED technology will be incorporated in the new buildings. There are no plans to alter the existing road. Vacating this portion of Schroeder Avenue will not deprive public access to adjoining properties.

The portion of Schroeder Avenue to be vacated is a 50 foot wide, 300 foot long, dead end right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of Schroeder Avenue will not affect traffic flow in the neighborhood.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation, provided that utility rights are reserved.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting any public property proposed to be vacated, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

In the matter of the Vacation of  
A portion of Schroeder Avenue  
County Road No. 2390, situated  
In Section 2, T. S., R.1 E., WM  
Clackamas County, Oregon

Order No.  
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.351, a petition has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, and a written report finding this vacation to be in the public interest from the County Road Official, M. Barbara Cartmill, Director, have been submitted in the matter of the vacation of a portion of Schroeder Avenue, County Road No. 2390, described as follows:

All that portion of Schroeder Avenue, County Road No. 2390, situated in Section 2, T.2 S., R.1 E., WM, Clackamas County, Oregon, as more particularly described and shown on attached Exhibits "A" and "B".

IT FURTHER APPEARING that the Board having read said petition and report from the County Road Official and having determined the vacation of the above described portion of roadway to be in the public interest; and,

IT FURTHER APPEARING that Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation provided that utility rights are reserved; now therefore,

IT IS HEREBY ORDERED that the attached described portion of Schroeder Avenue, County Road No. 2390, containing, 14,980 square feet, more or less, be vacated; and,

IT IS FURTHER ORDERED that rights for all existing utilities within the vacated portion of Schroeder Avenue, be reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires, or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, the rights are reserved to maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility; and,

IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



## Exhibit "A"

Schroeder Avenue  
Plat of River Villa Acres  
Date: December 28, 2016

County Road No. 2390  
Map No. 21E02DB  
Page 1 of 1

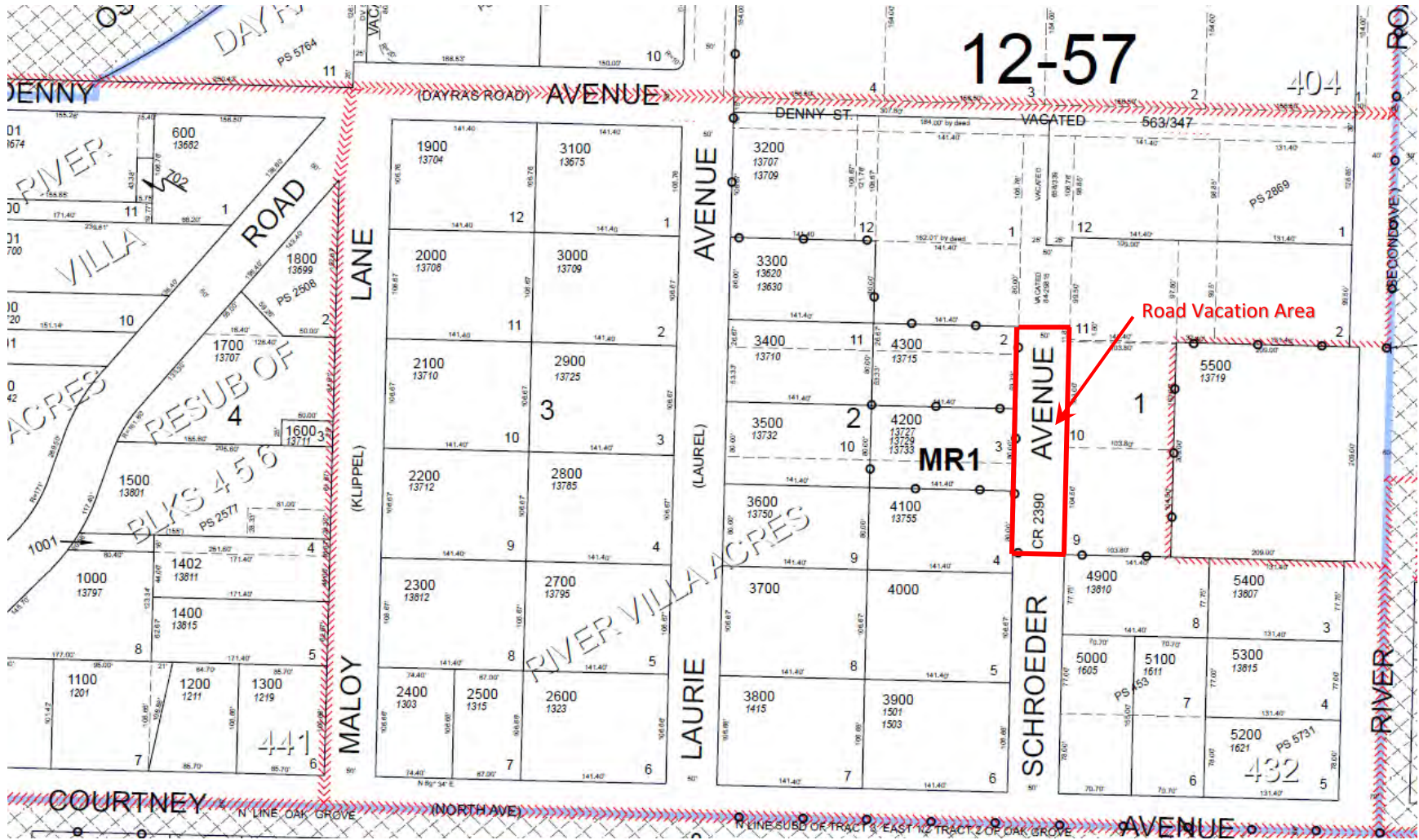
### VACATION OF A PORTION OF SCHROEDER AVENUE

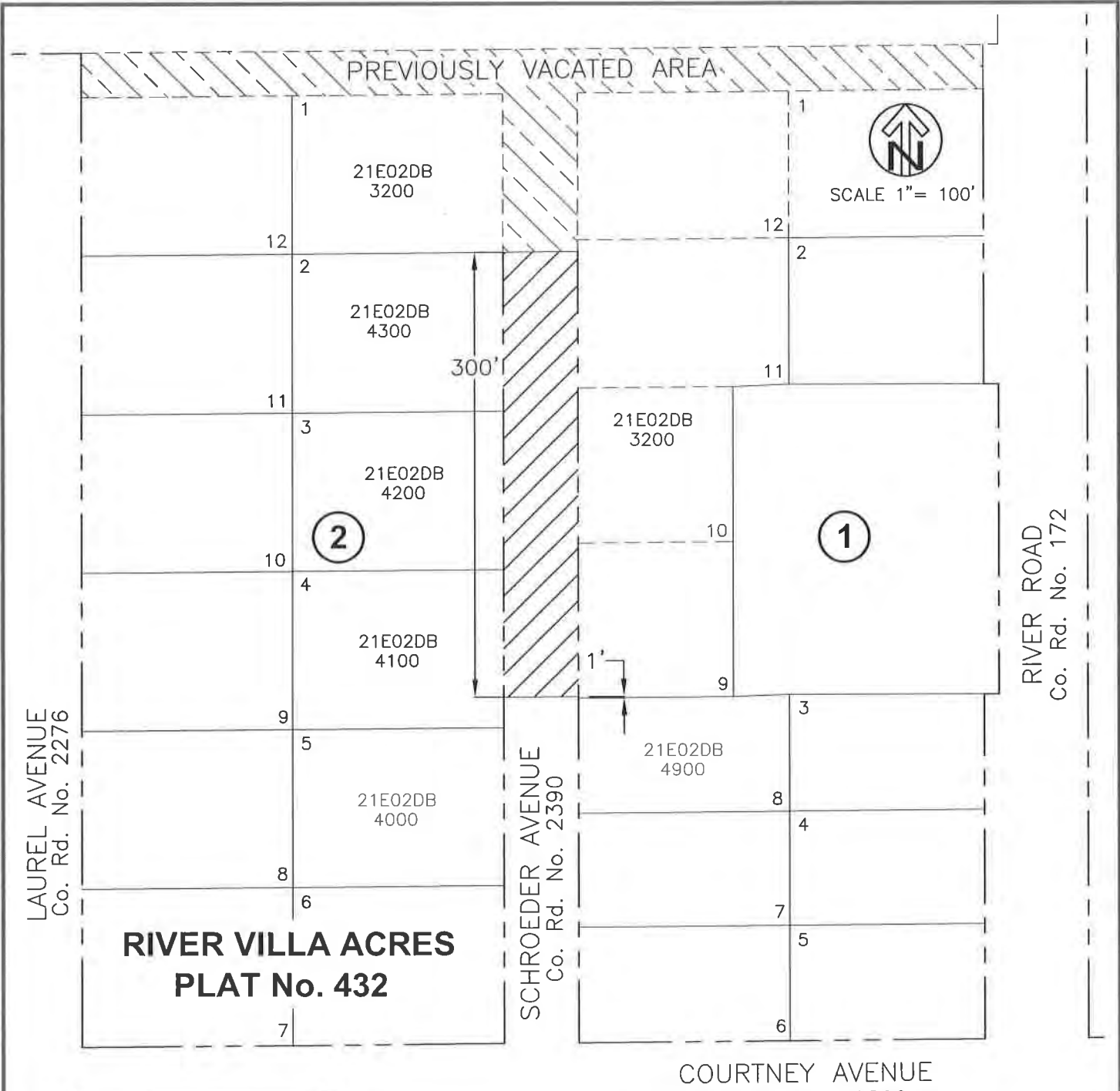
A portion of Schroeder Avenue, County Road No. 2390, as shown on attached Exhibit "B", which by this reference is made a part hereof, situated in the southeast quarter of Section 2, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, and River Villa Acres, Plat No. 432, Clackamas County Plat Records, said portion of road right-of-way being more particularly described as follows:

All of Schroeder Avenue, County Road No. 2390, lying 1 foot north of and between the westerly extension of the south line of Lot 9, Block 1, of said plat and the easterly extension of the south line of Lot 1, Block 2, of said plat. Said portion of Schroeder Avenue being 50 feet wide and 300 feet long more or less.

Containing 15,000 square feet, more or less.

PROPOSED VACATION OF A PORTION OF SCHROEDER ROAD  
SITUATED IN THE NW1/4 OF THE SE1/4 OF SECTION 2, T.2 S., R.1 E., W.M.





**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**OREGON**  
FEBRUARY 08, 2000  
**GEFFORY N. ADAIR**  
58984

**RENEWS: 12-31-17**



AREA TO BE VACATED

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



BY: D. CUTSHALL DATE: 12/21/2016

**EXHIBIT "B"**

SHEET  
1 OF 1



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Contracts with Various Suppliers for  
Asphaltic Concrete Price Contracts for the Clackamas County Road Department**

<b>Purpose / Outcome</b>	Approval of five contracts for asphaltic concrete material for the Clackamas County Road Department, and grant signing authority to the Dept. of Transportation & Development Director. Contracts will serve as price agreements through 2020 for material and will be unencumbered.
<b>Dollar Amount and Fiscal Impact</b>	\$100,000.00 annual, \$300,000.00 total Contract value. Vendors may update pricing two (2) times per year at designated times.
<b>Funding Source</b>	215-7433 – Road Fund
<b>Duration</b>	October 31, 2020.
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	Build a strong Infrastructure Build public trust through good government
<b>Contact Person</b>	Randy Harmon, Transportation Operations Manager, 503-650-3246

**Background:**

Transportation Maintenance has historically used multiple vendors for their asphaltic concrete needs. Last year they spent \$54,621.26 on asphaltic concrete. In an effort to remain transparent and compliant, the Procurement Division issued a Request for Quotes (RFQ) to obtain pricing that the vendors will be held to for three (3) years. The vendors will have the opportunity to adjust their prices twice a year during the open periods of April and October.

The Transportation Operations Manager, Randall Harmon, has recommended we contract with all vendors who replied to the RFQ. This will result in 5 contracts for asphaltic concrete. Contracts will be unencumbered and material will be purchased through a field purchase order or employee p-card. Vendors for this project will include:

- **Lakeside Industries, Inc.**
- **Knife River Corporation**
- **Mt. Hood Asphalt Products, Inc.**
- **Oregon Asphalt Paving, LLC.**
- **South County Asphalt**

These contracts have been reviewed and approved by County Counsel.

**Recommendation:**

Staff recommends the Board of County Commissioners approve the Contracts and authorize the Transportation & Development Director to sign the Contracts on behalf of the County.

Sincerely

Ryan Rice  
Clackamas County Procurement

Placed on the Board Agenda of \_\_\_\_\_ by the Procurement Division.



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Amendment #5 with DePaul Industries Inc. for Security Screening Personnel for the Clackamas County Court System

<b>Purpose/Outcomes</b>	To revive and reinstate the contract with DePaul Industries that expired January 31, 2016 and to provide for a new contract expiration date of January 31, 2018. And to obtain retroactive approval for previous Amendments and Renewals that, <u>under fiscal year 2016-17 revised procurement policy, required Board approval.</u>
<b>Dollar Amount and Fiscal Impact</b>	\$755,323.69 for the time period between 2/1/2016 through 1/31/2018
<b>Funding Source</b>	The funding is 100-9110 Clackamas County general fund, non-departmental.
<b>Duration</b>	The proposed contract end date is January 31, 2018
<b>Previous Board Action/Review</b>	Original RFP approved by the BCC: 012810IV D3 Board Order 2010-3114
<b>Strategic Plan Alignment</b>	
<b>Contact Person</b>	Marc Gonzales, Director, Clackamas County Department of Finance – 503-742-5405
<b>Contract No.</b>	N/A

#### BACKGROUND:

The Board originally approved a contract with DePaul Industries on January 28, 2010, for the purpose of providing security screening services for the security checkpoints at the County Courthouse, Holman Building and the Juvenile Building during the hours that the facilities are open. County Finance administers the contract; however, the Clackamas County Sheriff's Office negotiates rates and directs the day to day services.

The contract was subsequently renewed and amended for additional years and to provide security screening services for Justice Court Services. The contract expired January 31, 2016, however, services have been ongoing to date. Since January 31, 2016, the Sheriff's Office has negotiated a change in the fee structure from an hourly rate to a fixed monthly fee.

With the exception of Amendment #1 to the contract, all previous renewals and amendments should have been approved by the Board.

Renewal #1 approved by Marc Gonzales not to exceed \$325,000; executed 4-19-2011  
Renewal #2 approved by Marc Gonzales not to exceed \$325,000; executed 3-12-2012  
Renewal #3 approved by Marc Gonzales not to exceed \$325,000; executed 2-4-2013

Amendment #1 approved by Donald Krupp add \$32,450, total annual contract value \$357,450 and executed 11-6-2013

Amendment #2 / Renewal #4 approved by Donald Krupp add \$77,880, total annual contract value \$402,880 and executed 1-28-2014

Amendment #3 approved by Marc Gonzales add on-call services – no change in annual contract value executed 11-3-2014

Amendment #4/ Renewal #5 approved by Marc Gonzales total annual contract value \$402,880 and executed on 3-5-2015

This Amendment #5 has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve Amendment #5 with DePaul Industries Inc. for Security Screening Personnel services, which revives and reinstates the expired contract with DePaul Industries Inc. and to approve an extension of the contract through January 31, 2018. The staff further recommends that the Board provide for retroactive approval of Amendments #2-4 and Renewals #1-5.

Respectfully submitted,

Marc Gonzales, Director  
Department of Finance

Placed on the April 13, 2017 agenda by Procurement.

**AMENDMENT #5 TO THE CONTRACT WITH DEPAUL INDUSTRIES TO PROVIDE  
SECURITY SCREENING PERSONNEL FOR THE CLACKAMAS COUNTY COURT  
SYSTEM**

This Amendment #5, is entered into between by DePaul Industries (“Contractor”) and Clackamas County (“County”) for the purpose of providing Security Screening Personnel for the Clackamas County Court System and it shall become part of the Personal Services entered into on January 28, 2010 and amended by Amendment #1, dated November 6, 2013, Amendment #2 dated January 28, 2014 and Amendment #3, dated November 3, 2014, and Amendment #4, dated March 2, 2015 (“Contract”).

1. The purpose of this Amendment #5 is to revive and reinstate the Contract from its expiration date of the January 31, 2016 and to adjust the payment terms retroactive to June 30, 2016.
2. The expiration date is hereby changed from January 31, 2016 to **January 31, 2018**. County and Contractor acknowledge that services have been performed after the termination date and desire to affirm and pay for such work pursuant to this Contract and Amendment.
3. The hourly billing rates for the following positions is changed retroactive to July 1, 2016 continuing through August 31, 2016:
  - Security Officer increases from \$16.23 per hour to \$17.04 per hour
  - Lead Officer increases from \$18.73 per hour to \$19.67 per hour
4. Effective September 1, 2016, the fee basis is hereby changed from hourly to a fixed monthly fee basis. Based on the estimated hours and rates as outlined in Exhibit 1, attached and hereby incorporated by reference, the fixed monthly fee shall be:
 

• Clackamas County Courthouse	\$ 18,656.24
• Clackamas County Justice Court	\$ 5,703.00
• Clackamas County Juvenile Court	\$ 5,880.00
5. Effective January 1, 2017, the fixed monthly fee shall be:
 

• Clackamas County Courthouse	\$ 19,589.06
• Clackamas County Justice Court	\$ 5,988.00
• Clackamas County Juvenile Court	\$ 6,174.00

In the event there is a substantive variance in the actual hours worked, this rate shall be modified to reflect the actual number of worked hours.

**Original Contract**

Renewal #1	\$ 325,000.00
Renewal #2	\$ 325,000.00
Renewal #3	\$ 325,000.00
Amendment #1	\$ 32,450.00
Renewal #4 / Amendment #2	\$ 402,880.00
Amendment #3	Add On-call Services
Renewal #5 / Amendment #4	\$ 402,880.00
<b><u>Amendment #5</u></b>	<b><u>\$ 755,323.69 See Exhibit 1</u></b>



**Contract Total**

**\$ 2,568,533.69**

6. Add the following language to the CONTRACT, SECTION II CONSTRAINTS Items 8, 9 and 10:
8. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in Section 32 of this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle COUNTY to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
- i. Termination of this Contract, in whole or in part;
  - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.
- These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
9. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
10. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied in all material respects with:
- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;

iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Section VII. Termination-Amendment is hereby deleted in its entirety and replaced with:  
VII. TERMINATION - AMENDMENT

- A. TERMINATIONS. This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by County for convenience upon thirty (30) days' written notice to the Contractor; 2) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or County is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from County, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- B. This Contract and any amendments to the Contract will not be effective until approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.

**SIGNATURE PAGE FOLLOWS**



DRAFT

Approval of Previous Business Meeting Minutes:

March 16, 2017

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, March 16, 2017 – 6:00 PM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner Jim Bernard, Chair  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Paul Reynolds, Housing Authority Commissioner

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

The Board will recess as the Board of County Commissioners and convened as the Housing Authority of Clackamas County for the next items.

## **I. HOUSING AUTHORITY PUBLIC HEARING**

1. Public Hearing on the Proposed 2017-2022 Housing Authority of Clackamas County (HACC) Annual and Five-Year Plan

Chuck Robbins, HACC presented the staff report and outlined the HACC annual five year plan.

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

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none, he closed the public hearing and announced there is no Board action today. This item will come back for Board approval on April 6, 2017 at the regular scheduled business meeting at 10 AM.

## **II. HOUSING AUTHORITY CONSENT AGENDA**

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

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of FY 2017
2. Reappointment of the Resident Commissioner to the Housing Authority Board

## **MOTION:**

Commissioner Schrader: I move we approve the Housing Authority Consent Agenda.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Reynolds: Abstain (Commissioner Reynolds abstain due to his reappointment).

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

The Board adjourned as the Housing Authority of Clackamas County and re-convene as the Board of County Commissioners for the remainder of the meeting.

## **III. CITIZEN COMMUNICATION**

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

1. Gail Herman, Oregon City – concerns regarding the zoning conditions at the Viewpoint at Springwater restaurant.
2. Les Poole, Gladstone – spoke regarding budget outreach.

~Board Discussion~

#### **IV. PUBLIC DISCUSSION ITEM**

##### **Department of Transportation & Development**

1. Approval of the Clackamas County Long Range Planning Work Program for 2017-2018  
Mike McCallister, Planning Director presented the staff report.

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

Chair Bernard announced this is a discussion item and opened for public comment.

The following people spoke regarding the Work Program.

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

1. Nate Ember, Oak Grove
2. Joe Bradshaw, Oak Grove
3. Terry Gibson, Jennings Lodge
4. Stephanie Kurzenhauser, Jennings Lodge
5. Mike Connors, Portland
6. Ed Gronke, Jennings Lodge
7. Karen Bjorklund, Jennings Lodge
8. Bill Merchant, Beaver Creek
9. Steve Graeper, Rhododendron
10. Marge Stewart, Sandy
11. Chips Jangers, Oak Grove
12. Cyndi Lewis Wolfram, Milwaukie
13. Les Poole, Gladstone

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

Chair Bernard asked for a motion.

##### **MOTION:**

Commissioner Humberston: I move we approve the Clackamas County Long Range Planning Work Program for 2017-2018 including item 15.

Commissioner Schrader: Second

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

#### **V. PREVIOUSLY HEARD LAND USE ISSUE** *(No public testimony on this item)*

1. **Board Order No. 2017-11** Related to a Previously Denied Comprehensive Plan Map Amendment and Zone Change Application

Stephen Madkour, County Counsel presented the staff report. The Board of County Commissioners held a public land use hearing on October 26, 2016, at which time the Board took testimony. A continued hearing was conducted on December 14, 2016 at which time the Board voted 3-2 to deny the application and directed staff to draft the board order and the findings of fact. Today you have that final board order before you. Since this item was decided in 2016, Commissioners Humberston and Fischer need to abstain from the vote today.

Chair Bernard asked for a motion.

##### **MOTION:**

Commissioner Schrader: I move we approve the Board Order related to a previously denied comprehensive plan map amendment and zone change application. Clackamas County Long Range Planning Work Program for 2017-2018 including item 15.

Commissioner Savas: Second

Commissioner Savas: This matter was previously decided by the Board in December 2016. At that time, Commissioner Smith and I voted in favor of allowing the comprehensive plan amendment. We were, however, in the minority as the application was denied by a 3-2 vote. Nevertheless, this board still needs to adopt written findings and approve a board order memorializing the board's vote in December. The composition of this Board has changed since December and the new members were not involved in the prior Board's decision. Accordingly, to ratify the board's earlier actions, and to move this matter forward and to provide the applicant with a final order, I will be voting in favor of adopting these written findings and board order denying the application, despite the fact that I had voted in favor of approving the plan amendment.

all those in favor/opposed/abstain:

Commissioner Fischer: Abstain.

Commissioner Humberston: Abstain.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the motion passes 3-0-2.

## **VI. CONSENT AGENDA**

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

### **MOTION:**

Commissioner Schrader: I move we approve the consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Savas: Aye – the Ayes have it, the motion passes 5-0.

## **A. Health, Housing & Human Services**

1. Approval of Intergovernmental Agreement with Gladstone School District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
2. Approval of Intergovernmental Agreement with Clackamas Education Service District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
3. Approval of a Local Subrecipient Agreement with Oregon Children's Foundation, Start Making A Reader Today for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
4. Approval of Intergovernmental Agreement with Oregon City School District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
5. Approval of Intergovernmental Agreement with Oregon Trail School District for Kindergarten Partnership Innovation Services – *Children, Youth & Families*
6. Approval of a Subrecipient Grant Agreement with Northwest Family Services for A&D Pre-engagement and Prevention for At Risk or High Risk Youth – *Behavioral Health*

## **B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas County Department of Transportation & Development to Provide Assistance in Construction Management Services Related to Repairing the Casa Del Rey Bridge at North Clackamas Park

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Accept a Grant Sub-recipient Award from Clackamas Women's Services for Improving the County's Criminal Justice Response through a Safe Place Family Justice Center - *CCSO*

**D. Business & Community Services**

1. Approval of a County Opportunity Grant COG17-003 Feyrer Park Campground Restroom Replacement from the Oregon Parks and Recreation Department
2. **Resolution No. 2017-12** Authorizing Clackamas County Parks to Apply for a Local Government Grant from the Oregon Parks and Recreation Department for Replacement of a Restroom at Barton Park

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

1. Approval of an Intergovernmental Agreement between North Clackamas Parks & Recreation District and Clackamas County Department of Transportation & Development to Provide Assistance in Construction Management Services Related to Repairing the Casa Del Rey Bridge at North Clackamas Park

**VIII. WATER ENVIRONMENT SERVICES**

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

1. Approval of an Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for Assignment of Easement

**IX. COUNTY ADMINISTRATOR UPDATE**

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

**X. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 8:20 PM**

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





# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

April 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Annual Operating and Financial Plan with the USDA Forest Service for  
Cooperative Law Enforcement Services in the Mt. Hood National Forest

<b>Purpose/Outcome</b>	The Sheriff's Office will provide patrol services in the Mt. Hood National Forest during the summer months of May through September or at other times as funding permits.
<b>Dollar Amount and Fiscal Impact</b>	The total calendar year 2017 operating plan is \$69,212.00. Law enforcement activities will be billed hourly.
<b>Funding Source</b>	The USDA, Forest Service is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
<b>Safety Impact</b>	The funds will provide patrol services in the Mt. Hood National Forest for general patrol. The assigned Deputies would also be available for other support and assistance as requested by the U.S. Forest Service.
<b>Duration</b>	Effective upon signature and terminates on September 30, 2017.
<b>Previous Board Action/Review</b>	Agreement has been approved annually since FY 2013.
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – Office (503) 785-5012
<b>Contract No.</b>	FS Agreement No. 12-LE-11060600-009

**BACKGROUND:**

The Sheriff's Office provides patrol coverage annually to the U.S. Forest Service for patrols on Forest Service land. This coverage is primarily between Memorial Day and Labor Day when the public is more active in the area. Two deputies are assigned including one on National Forest System lands within the Zigzag Ranger District and one within the Clackamas River Ranger District and includes patrols in campgrounds, developed sites and dispersed areas.

This contract reimburses the Sheriff's Office for the cost of the deputies as well as associated support costs including vehicles and supervision.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Matt Ellington,  
Undersheriff

*"Working Together to Make a Difference"*

**COUNTY COUNSEL DOCUMENT REVIEW  
TRANSMITTAL FORM**

**DATE:** March 27, 2017

**TO:** County Counsel

**FROM:** Nancy Artmann



**EXTENSION:** 5012

**DEPARTMENT/DIVISION:** Sheriff/Administration

**BILL TO:** Sheriff/Administration

**TYPE OF DOCUMENT:** Modification of Grant or Agreement

**NAME OF DOCUMENT:** Modification 5 to the Cooperative Law Enforcement Agreement between the Clackamas County Sheriff's "Department" and the USDA, Forest Service, Mt. Hood National Forest

**REQUESTED RETURN DATE:** Monday, April 3, 2017

**APPROVED AS TO FORM:** (separate signature page is attached to the amendment)

**COUNSEL COMMENTS:**

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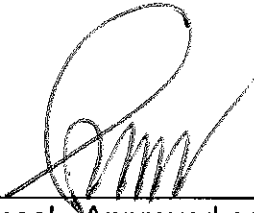
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**2017 Cooperative Law Enforcement Annual Operating Plan and Financial Plan between the Clackamas County Sheriff's Office and the USDA, Forest Service Mt. Hood National Forest**



\_\_\_\_\_  
County Counsel - Approved as to Form

3/29/17  
\_\_\_\_\_  
Date

Stephen Madkour  
\_\_\_\_\_

Name



### MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: <b>12-LE-11060600-009</b>	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: <b>5</b>
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4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): <b>Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055</b>	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): <b>SAME</b>
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6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): <b>Clackamas County Sheriff's Department 9101 SE Sunnybrook Blvd. Clackamas, OR 97015</b>	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
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#### 8. PURPOSE OF MODIFICATION

<b>CHECK ALL THAT APPLY:</b>	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add funds for 2017 \$43,024.17
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: See box 9
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Add 2017 Annual Operating & Financial Plan-Exhibit A

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):  
This modification adds FY2017 Annual Operating and Financial Plan and adds the following provisions:

**PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:**  
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Prohibition Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:  
(a)The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.  
(b)The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.  
(c)The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.  
(d)If the Government determines that the recipient is not in compliance with this award provision, it:  
(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and  
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

**SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM):** Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).

#### 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: 2017 Annual Operating and Financial Plan-Exhibit A



USDA Forest Service

OMB 0596-0217  
FS-1500-19

### 11. SIGNATURES

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Clackamas County SO SIGNATURE See Attached for signatures	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE See Attached for signatures	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): CRAIG ROBERTS		11.F. NAME (type or print): LISA A. NORTHPROP	
11.G. TITLE (type or print): Sheriff, Clackamas County		11.H. TITLE (type or print): Forest Supervisor, Mt. Hood NF	
11.C. U.S. FOREST SERVICE SIGNATURE See Attached for signatures	11.D. DATE SIGNED 2/24/17		
(Signature of Signatory Official)			
11.F. NAME (type or print): MICHAEL L. LOUDERMILK			
11.H. TITLE (type or print): Special Agent in Charge, Pacific Northwest Region			

### 12. G&A REVIEW

12.A. The authority and format of this modification (12-LE-11060600-009 M5) have been reviewed and approved for signature by:  _ See Attached for signatures _____ KRISTEN BOWLES U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED
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#### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN &  
FINANCIAL PLAN**

**Between The  
CLACKAMAS COUNTY SHERIFF'S DEPARTMENT  
And the  
USDA, FOREST SERVICE  
MT. HOOD NATIONAL FOREST**

**2017 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between the Clackamas County Sheriff's Department, hereinafter referred to as the "Cooperator", and the USDA, Forest Service, Mt. Hood National Forest, hereinafter referred to as the "U.S. Forest Service", under the provisions of Cooperative Law Enforcement Agreement # 12-LE-110606-009 executed on May 30, 2012. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning January 1, 2017, through September 30, 2017.

Previous Year Carry-over: \$26,187.83  
Fiscal Year 2017 Obligation: \$43,024.17  
FY 2017 Total Annual Operating Plan: \$69,212.00

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities:

**Principle Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Ken Boell, Lieutenant 2223 Kaen Road Oregon City, OR 97045 Telephone: 503-655-8218 FAX: 503-785-5028 Email: kenboe@co.clackamas.or.us	Nancy Artmann 9101 SE Sunnybrook Blvd. Clackamas, OR 97015 Telephone: 503-785-5012 FAX: 503-785-5027 Email: nartmann@co.clackamas.or.us



**Principle U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Andy Coriell, Captain 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1789 FAX: 503-668-1738 Email: acoriell@fs.fed.us	Maria Grevstad, Admin Assistant 16400 Champion Way Sandy, OR 97055 Telephone: 503-668-1625 FAX: 503-668-1771 Email: mgrevstad@fs.fed.us

U.S. Forest Service Agreement Contact
Jessica Clark Grants and Agreements Specialist 501 E. 5 <sup>th</sup> St., Bldg. 404 Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessicac Clark@fs.fed.us

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$79.62 per hour and overtime rate of \$97.45.

**II. PATROL ACTIVITIES:**

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

Timely reports and/or information relating to incidents or crimes that have occurred on National Forest System lands should be provided to the U.S. Forest Service as soon as possible.

The primary patrol activities will be during the summer months of May through September; the tour of duty will be ten hours per day on Friday, Saturday and Sunday, and include the national holidays of May 29, 2017, July 4, 2017 and September 4, 2017. Patrol activities may also occur during other months, as funding permits and as agreed to between the Cooperator and U.S. Forest Service. Patrol dates may be varied to address operational needs after mutual agreement between the Cooperator's and the U.S. Forest Service's representatives.

Each tour of duty should begin between 12:00 PM and 4:00 PM and remaining work hours may be varied as agreed to between the Cooperator and U.S. Forest Service.

The assigned Deputies will check in, as practical with the Ranger District Office or U.S. Forest Service Law Enforcement Officer when they begin their tour of duty, in person, by radio or telephone.

During scheduled vacations the cooperator, when possible, provide fill in Deputies for patrol.



The assigned Deputies would be available for other support and assistance as requested by the U.S. Forest Service.

There are patrol related activities, which will impact the Cooperating Deputy's time and will cause them to be away from the patrol route (court, reports, or responding to incidents off National Forest). No adjustment to this plan will be required so long as the activities are held to, not more than 5 percent of the Deputy's scheduled time.

1. Patrol on following U.S. Forest Service roads:

One Deputy will be assigned to National Forest System lands within the Zigzag Ranger District. The patrol will begin near Zigzag, Oregon and will include National Forest lands north and south of State Hwy. 26 and east of the Forest boundary to Timothy Lake.

One Deputy will be assigned to National Forest System lands within the Clackamas River Ranger District. The patrol will begin near Estacada, Oregon and will include National Forest lands north and south of Hwy. 224 and east of the Forest boundary, and lands adjacent to U.S. Forest Service Roads 46, 63 and 70.

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

*Zigzag Ranger District:*

Burnt Lake and Ramona Falls Trailheads, and all dispersed campsites.

Timothy Lake, and all lands and roads adjacent to Timothy Lake.

Trillium Lake, and all lands and roads adjacent to Trillium Lake.

Dispersed recreation along U.S. Forest Service Road 5750 and 5750-220 south of Gone Creek Campground.

*Clackamas River Ranger District:*

Dispersed recreation areas east of Promontory Park on Hwy. 224

Dispersed recreation areas east of Hwy. 224 via U.S. Forest Service Road 57 and 4630.

Dispersed recreation areas via U.S. Forest Service Roads 46, 63 and 70.  
(Bagby Hot Springs Recreational Area)

Patrol routes may be varied at the discretion of the assigned Deputies in order to effectively deal with incidents at other locations as they occur.

Search and rescue within the Mt. Hood National Forest, within Clackamas County, is the responsibility of the Clackamas County Sheriff. The role of the assigned Deputies to this agreement is to take initial action on search and rescue incidents and to coordinate subsequent (short term) activities.

Total reimbursement for this category shall not exceed the amount of \$69,212.00

**III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provisions IV-K for additional information.*



**IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L and IV-M for additional information.*

- A. The U.S. Forest Service agrees to reimburse Cooperator for equipment and supplies in an amount not to exceed \$1,000.00. All purchases must be approved by the U.S. Forest Service prior to purchase. Documentation of such purchases shall become part of the Cooperative Agreements' official file.
- B. The U.S. Forest Service may loan Cooperator equipment as needed, when mutually agreed. While in possession of Cooperator, maintenance of this equipment shall be the responsibility of the Cooperator and shall be returned in same condition as time of transfer.

Total reimbursement for this category will be paid out of the Patrol Activity funds in Section II.

**V. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the Patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

Authorized activities associated with Drug Enforcement will be identified separately on billings supplied by the Cooperator.

2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services and equipment beyond those provided under Section II-A and IV-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local Patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.



3. **Group Gatherings/Other Situations:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

**C. Billing Documentation:**

The billing for each incident shall include individual employee times and their agreement rate. Such times will be documented on Crew Time Reports, shift tickets or other agreed upon form, and must be approved by incident management personnel.

For billing done using procedures specified in Section V-B-2, original documentation will be maintained by the Forest Service in the appropriate fire documentation boxes or appropriate incident management personnel; the Cooperator will maintain copies of all such documentation.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator will submit invoices for reimbursement of services provided under Section II of this agreement monthly or quarterly, at the discretion of the Cooperator.

Each invoice must include, at a minimum:

1. Cooperator's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period
6. Statement that the invoice is a request for payment by 'reimbursement'
7. If using SF-270, a signature is required.
8. Invoice Number, if applicable

The invoice must be sent to:

USDA Forest Service  
Albuquerque Service Center  
Payments-Grants and Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109  
FAX: 1-877-687-4894  
E-Mail: asc\_ga@fs.fed.us

The Cooperator will prepare an itemized statement for each invoice submitted to the Albuquerque Service Center. The statement will be in sufficient detail to allow the U.S. Forest Service to verify expenditures authorized. The itemized statement for reimbursement will also include the following information:



1. Areas patrolled and miles traveled on NFS lands.
2. Person-hours worked in NFS patrol areas.
3. Copies of completed Daily Activity Reports.
4. Copies of invoice submitted.

By execution of this modification, Clackamas County Sheriff's Department certifies that the individuals listed in this document, as representatives of Clackamas County Sheriff's Department, are authorized to act in their respective areas for matters related to this instrument.

The statement should be sent to the following address:

USDA Forest Service, Law Enforcement & Investigations  
Northern Oregon Zone  
ATTN: Andy Coriell, Captain  
16400 Champion Way  
Sandy, OR 97055

- B. For reimbursement of services provided under Sections V-B-1 and V-B-3 of this agreement, billing instructions will be specified in the revised Operating Plan.
- C. For reimbursement of services provided under Section V-B-2 of this agreement, the following billing procedure will be used.

Incident management personnel will prepare an Emergency Use Invoice and, upon concurrence of the Cooperator, will submit the invoice for payment along with all required documentation using normal incident business procedures.

The designated representative, IMT official, or a designated forest incident business official, will approve the invoice and submit to the Albuquerque Service Center, Incident Finance, for payment along with a copy of the current Operating Plan.

- D. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.
- E. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- F. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.



CRAIG ROBERTS, Sheriff  
Clackamas County


Date

Chair, County Commission

Date

LISA A. NORTHROP, Forest Supervisor  
U.S. Forest Service, Mt. Hood National Forest

Date

  
MICHAEL L. LOUDERMILK  
Special Agent in Charge  
Pacific Northwest Region

(FOR)

2/24/17  
Date

The authority and format of this instrument (12-LE-11060600-009 M5) have been reviewed and approved for signature.



KRISTEN BOWLES  
U.S. Forest Service Grants & Agreements Specialist

2/14/2017  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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GARY SCHMIDT  
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

April 13, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution Supporting a State Transportation Funding Package

<b>Purpose/Outcome</b>	Resolution No. _____ acknowledges the will of the Board of County Commissioners to support a State Transportation Funding Package
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective April 13, 2017
<b>Previous Board Action/Review</b>	At a policy session on February 21, 2017, the Board directed staff to present this resolution at a Board Business Meeting for approval
<b>Contact Person</b>	Gary Schmidt, Director – Public and Government Affairs: 503-742-5908
<b>Contract No.</b>	N/A

**BACKGROUND:**

The 2017 Oregon State Legislature has prioritized passage of a state transportation funding package to raise revenue that will address transportation needs across Oregon.

Clackamas County's state legislative agenda identifies the transportation funding package as a top priority, and specifically calls out I-205, Sunrise Phase II, and Arndt Road as projects of preference to be included. Currently, I-205 is being considered in the suite of "bottleneck projects" that the Legislature hopes to fund through the package, with the possibility that additional revenue may also be available for other projects. In addition, any new monies raised through the transportation package also would result in increased revenues for counties for road maintenance and preservation. This revenue would help address Clackamas County's \$17 million annual shortfall for road maintenance, but may still fall short of the need.

A resolution of support for a robust transportation funding package informs our state delegation that Clackamas County is willing to support passage of new revenue measures that will benefit road maintenance and capital projects in Clackamas County.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs

A Resolution in the Matter  
of Supporting a State Transportation  
Funding Package to be Passed  
During the 2017 Legislative Session

Resolution No.  
Page 1 of 2

**WHEREAS**, a well-maintained transportation system is necessary for a vibrant economy and the safe and efficient movement of people and goods;

**WHEREAS**, addressing the growing need for system-wide maintenance and modernization is essential to economic development in Oregon;

**WHEREAS**, the Oregon Transportation Commission has identified a need in excess of \$1 billion per year to meet the transportation needs of Oregon communities;

**WHEREAS**, the highway infrastructure in the Portland metropolitan region is failing to serve the growing population and economy, and three key bottlenecks have been identified as needing essential improvements to relieve congestion: I-205 widening from the Abernethy Bridge/OR99E to Stafford Road, I-5 at the Rose Quarter, and OR217;

**WHEREAS**, I-205 is located in Clackamas County, but serves the entire State of Oregon and acts as an extension of I-5 to provide access to the Portland International Airport and Port of Portland, provide alternatives for commuters working and living on the outskirts of the metropolitan region, and provide an additional “through” route for national, regional, and local freight traffic to transport goods effectively and efficiently;

**WHEREAS**, Clackamas County has an annual shortfall of more than \$17 million to address the maintenance needs of its 1,400 miles of county roads and 180 bridges;

**WHEREAS**, Clackamas County agrees with its regional partners that a robust transportation funding package is needed to address local and statewide needs;

**WHEREAS**, the Clackamas County Coordinating Committee (C4), representing all cities, hamlets, villages, community planning organizations and special districts of Clackamas County, agrees there is a need to address bottleneck congestion in the metropolitan area, to increase local funding resources for all jurisdictions, to increase transit services, and to continue funding ConnectOregon as a vital resource for Oregon’s economy;

**WHEREAS**, federal timber harvests declined precipitously between 1986 and 2016, and federal revenue replacement policies have now fully expired leaving a significant void in County road programs;

A Resolution in the Matter  
Of Supporting a State Transportation  
Funding Package to be Passed  
During the 2017 Legislative Session

Resolution No.  
Page 2 of 2

**NOW THEREFORE**, the Clackamas County Board of County Commissioners do hereby resolve as follows:

1. Clackamas County strongly supports passage of a robust transportation funding package in the 2017 Legislative Session that generates needed revenue to invest in maintenance, preservation, operations and capital projects to improve infrastructure and transportation service in Clackamas County and throughout Oregon.
2. Clackamas County supports and encourages our legislative delegation to help develop and pass a funding package that meets identified transportation needs, including the I-205 bottleneck project.
3. Clackamas County affirms its commitment to advocate for a robust transportation funding package to ensure that required updates to essential facilities are available to the residents, property owners, businesses, and visitors that use and need them.

**DATED** this      day of April, 2017

**Clackamas County Board of Commissioners**

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Chair

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Recording Secretary