

AGENDA

Thursday, June 28, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. 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 hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1891 – Approval of the Housing Authority FY 2012-2013 Budgets

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 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 Ordinance No. _____ Amending the Clackamas County Ambulance Plan (Richard Swift, Health, Housing and Human Services)
2. Resolution No. _____ Adopting the Clackamas County Budget for the 2012-2013 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013 (Diane Padilla)
3. Resolution No. _____ Adopting the Enhanced Law Enforcement District Budget for the 2012-2013 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013 (Diane Padilla)
4. Resolution No. _____ Adopting the Clackamas County Extension and 4-H Service District Budget for the 2012-2013 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013 (Diane Padilla)
5. Resolution No. _____ Adopting the Library Service District of Clackamas County 2012-2013 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012 through June 30, 2012 (Gary Barth)

6. Resolution No. _____ Adopting the North Clackamas Parks & Recreation District's 2012-2013 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013 (Gary Barth)
7. Board Order No. _____ Adopting and Appropriating Funds for the 2012-2013 Fiscal Year Budget for the Clackamas County Development Agency (Dan Johnson)
8. Board Order No. _____ Adopting and Appropriating Funds for the 2012-2013 FY Budget for Clackamas County Service District No. 5 (Kevin Noreen)
9. Board Order No. _____ Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5 (Kevin Noreen)
10. Board Order No. _____ Adopting Changed Fees and Fines for Clackamas County for Fiscal Year 2012-2013 (Steve Wheeler)
11. Board Order No. _____, _____ and _____ Adopting and Appropriating Funds for the 2012-2013 FY Budgets for Clackamas County Service District No. 1, Tri-City Service District and the Surface Water Management Agency of Clackamas County (Mike Kuenzi)
12. Board Order No. _____ Amending and Adopting Rates and Charges for Clackamas County Service District No. 1 (Mike Kuenzi)
13. Board Order No. _____ Amending and Adopting Rates and Charges for the Tri-City Service District (Mike Kuenzi)

V. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

1. Approval of an Agency Service Contract with Valley View Care Center dba Oregon City Retirement Center for Community Mental Health Provider Services
2. Approval of an Agency Service Contract with Meadows Courtyard for Community Mental Health Provider Services
3. Approval of an Agency Service Contract with Milwaukie Care Center, Inc. for Community Mental Health Provider Services
4. Approval of an Agency Service Contract with Princeton Village Assisted Living for Community Mental Health Provider Services
5. Approval of a Residential Treatment Services Agreement with Youth Villages, Inc. (formerly ChristieCare) for Community Mental Health Provider Services

6. Approval of a Behavioral Health Services Agreement with Alternative Services of Oregon, Inc. for Behavioral for Behavioral Consultation Services and Outpatient Mental Health Services
7. Approval of an Amendment to an Intergovernmental Revenue Agreement with the State of Oregon Department of Human Services for My Future My Choice Program Services
8. Approval of Amendment No. 2 to the Intergovernmental Agreement Between Community Solutions for Clackamas County and State of Oregon Department of Energy for Weatherization Services
9. Approval of an Intergovernmental Agreement with the City of Sandy/Sandy Senior Center to Provide Social Services to Clackamas County Residents

B. Department of Transportation & Development

1. Board Order No. _____ Correcting Board Order No. 2003-50
2. Resolution No. _____ Supporting the Application for a Transportation Growth Management Grant to Develop the Clackamas County Active Transportation Plan
3. Board Order No. _____ Approving the Solid Waste Management Fee Adjustments
4. Approval of an Amendment to the Intergovernmental Agreement between Clackamas County and Clackamas Community College for Energy Education and Outreach

C. Finance Department

1. Approval of a Contract Amendment No. 3 with Diversified Abilities, Inc. for Janitorial Services for Clackamas County Facilities
2. Approval of a Contract with Tualatin Valley Workshop, Inc for Janitorial Services for Clackamas County Facilities
3. Resolution No. _____ Authorizing Bond Refinancings for Debt Service Savings

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. Department of Emergency Management

1. Approval of the Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR and Delegation of Authority to Acquire Flooded Property

VII. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 5 to the Agreement to Furnish Engineering Service to Clackamas County Service District No. 1 for the

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.
<http://www.clackamas.us/bcc/business/>

June 28, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Resolution 1891 Approving the Housing Authority's FY 2012/2013 Budgets

The Housing Authority of Clackamas County (HACC), a Division of the Department of Health, Housing and Human Services Department, requests approval of Resolution 1891 for its fiscal year (FY) 2012/2013 Public Housing Budget. HACC also requests approval of its FY 2012/2013 Agency-Wide Budget.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2012/2013 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's six functions:

- Low Rent Public Housing (referred to as LRPB in the budget document)
- Section 8 Housing Choice Voucher Program (referred to as Vouchers in the budget document)
- Local Projects (non-public, affordable and special needs housing)
- Central Office (Administration)
- Development
- Programmatic Grants (referred to as Grants in the budget document)

By providing affordable housing, the Housing Authority's budget serves the County Commissioner's Strategic Plan Areas of Focus: "Keep Our Residents Safe, Healthy and Secure." Also, by setting performance measures and fiscal goals, HACC is working toward "Provide Financial Stability and Leadership."

Recommendation

HACC recommends the approval of both Resolution 1891 adopting HACC's 2012/2013 Public Housing Budget; and the Agency-wide 2012/2013 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574, Public Housing Authority Board Resolution Approving Operating Budget.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at 503-655-8279

Healthy Families. Strong Communities.

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

In the Matter of Approving the Housing
Authority's 2012/2013 Public Housing
Operating Budget by Project



Resolution No. 1891

WHEREAS, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2013 and

WHEREAS, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

WHEREAS, the budget indicates a source of funds adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

DATED this 28th day of June, 2012

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

Charlotte Lehan, Chair

Recording Secretary

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp.12/31/2012)

Public reporting burden for this collection of information is estimated to average 10 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: July 1 2012 Board Resolution Number: 1891

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget for all projects approved by Board resolution on: 06/28/2012
- Operating Budget submitted to HUD, if applicable, on: _____
- Operating Budget revision approved by Board resolution on: _____
- Operating Budget revision submitted to HUD, if applicable, on: _____

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Charlotte Lehan	Signature:	Date: 06/28/2012
--	------------	---------------------

Housing Authority of Clackamas County
Agency Wide
Budget FY 2012/2013

	LRPH	Vouchers	Local Projects	Central Office	Development	Grants	Total
INCOME:							
Dwelling rent	1,358,861		272,120				1,630,981
Vacancy loss (3%)	(40,766)		(6,878)				(47,644)
Other tenant income	62,543		3,536				66,079
Operating subsidy	1,607,098	1,108,355				87,381	2,802,834
Housing assistance payments		10,861,439					10,861,439
Mgmt fees/Developer fees			4,567	405,301	400,000		809,868
Interest income	6,827	0	14,704	500	0		22,031
County contribution			90,960				90,960
Building rental income	13,229						13,229
Grant revenue	178,000			89,000	0	974,723	1,241,723
Other/Inkind	0	65,146	0	0	0	22,993	88,139
TOTAL REVENUE	<u>3,185,792</u>	<u>12,034,940</u>	<u>379,009</u>	<u>494,801</u>	<u>400,000</u>	<u>1,085,097</u>	<u>17,579,639</u>
ADMINISTRATIVE EXPENSE:							
Salaries	401,922	521,671	47,514	315,545	109,567	40,430	1,436,649
Employee benefits	237,684	309,901	23,679	171,260	58,002	22,900	823,426
Legal fees	2,208	5,112	265	8,547	869		17,001
Staff training/travel	17,259	10,525	545	4,882	1,789		35,000
Auditing fees	19,569	16,630	654	3,000	2,147		42,000
Other administrative expenses	126,236	197,556	4,557	161,883	30,768		521,000
Consultant fees					278,705		278,705
Management fee expense	<u>405,301</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>405,301</u>
TOTAL ADMINISTRATIVE	<u>1,210,179</u>	<u>1,061,395</u>	<u>77,214</u>	<u>665,117</u>	<u>481,847</u>	<u>63,330</u>	<u>3,559,082</u>
TENANT SERVICES:							
Salaries	29,326	68,199				74,492	172,017
Benefits	19,969	34,447				48,930	103,346
Other	<u>18,500</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>36,533</u>	<u>55,033</u>
TOTAL TENANT SERVICES	<u>67,795</u>	<u>102,646</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>159,955</u>	<u>330,396</u>
UTILITIES:							
Water	140,626		2,159			1,697	144,482
Sewer	269,105		3,602			803	273,510
Electricity	104,271		1,130	6,779	0	1,720	113,900
Gas	<u>40,414</u>	<u>0</u>	<u>785</u>	<u>2,072</u>	<u>0</u>	<u>0</u>	<u>43,271</u>
TOTAL UTILITIES	<u>554,416</u>	<u>0</u>	<u>7,676</u>	<u>8,851</u>	<u>0</u>	<u>4,220</u>	<u>575,163</u>
MAINTENANCE:							
Labor	551,740		15,541	7,835		1,000	576,116
Benefits	364,690		12,784	4,076		500	382,050
Materials	135,190		9,307	0		441	144,938
Garbage contracts	181,720		0	0		0	181,720
Other contracts	<u>180,815</u>	<u>0</u>	<u>31,676</u>	<u>7,030</u>	<u>0</u>	<u>12,528</u>	<u>232,049</u>
TOTAL MAINTENANCE	<u>1,414,155</u>	<u>0</u>	<u>69,308</u>	<u>18,941</u>	<u>0</u>	<u>14,469</u>	<u>1,516,873</u>
GENERAL EXPENSES:							
Insurance	85,155	9,838	6,984	3,445	100	0	105,522
PILOT	80,320						80,320

Housing Authority of Clackamas County
Agency Wide
Budget FY 2012/2013

	<u>LRPH</u>	<u>Vouchers</u>	<u>Local Projects</u>	<u>Central Office</u>	<u>Development</u>	<u>Grants</u>	<u>Total</u>
Other/Extraord. Maint.	63,362	68,885	4,391			73,685	210,323
OPEB Accrual	<u>33,039</u>	<u>20,148</u>	<u>1,043</u>	<u>9,345</u>	<u>3,425</u>	<u>0</u>	<u>67,000</u>
TOTAL GENERAL EXPENSES	<u>261,876</u>	<u>98,871</u>	<u>12,418</u>	<u>12,790</u>	<u>3,525</u>	<u>73,685</u>	<u>463,165</u>
OTHER EXPENSES:							
HAP		10,861,439				246,075	11,107,514
Mortgage Payments			43,184			0	43,184
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>523,363</u>	<u>523,363</u>
TOTAL OTHER EXPENSES	<u>0</u>	<u>10,861,439</u>	<u>43,184</u>	<u>0</u>	<u>0</u>	<u>769,438</u>	<u>11,674,061</u>
TOTAL EXPENSES	<u>3,508,421</u>	<u>12,124,351</u>	<u>209,800</u>	<u>705,699</u>	<u>485,372</u>	<u>1,085,097</u>	<u>18,118,740</u>
OPERATING SURPLUS(DEFICIT)	<u>(322,629)</u>	<u>(89,411)</u>	<u>169,209</u>	<u>(210,898)</u>	<u>(85,372)</u>	<u>0</u>	<u>(539,101)</u>
Unrestricted Reserves at 06/30/2011	2,203,359	0	2,311,409	73,725	0	0	4,588,493
FTE's at 3/31/2012	17.5	11.5	1.0	7.0	1.5	1.5	40.0

Housing Authority of Clackamas County
Public Housing by Project
Budget FY 2012/2013

	Clack Hghts	OCVM	Scattrd Sites	Hillsd Park	Hillsd Manor	Total
INCOME:						
Dwelling rent	201,085	185,270	430,883	237,173	304,449	1,358,860
Vacancy loss (3%)	(6,033)	(5,558)	(12,926)	(7,115)	(9,133)	(40,765)
Other tenant income	14,116	13,623	23,285	5,718	5,802	62,544
Operating subsidy	330,624	329,603	484,689	241,717	220,464	1,607,097
Interest income	787	612	3,868	668	892	6,827
Building rental income					13,229	13,229
Capital fund transfer	<u>31,328</u>	<u>31,328</u>	<u>52,688</u>	<u>31,328</u>	<u>31,328</u>	<u>178,000</u>
TOTAL REVENUE	<u>571,907</u>	<u>554,878</u>	<u>982,487</u>	<u>509,489</u>	<u>567,031</u>	<u>3,185,792</u>
ADMINISTRATIVE EXPENSE:						
Salaries	68,646	68,646	126,106	69,262	69,262	401,922
Employee benefits	45,029	45,029	73,105	37,260	37,260	237,683
Legal fees	389	389	653	389	389	2,209
Staff training/travel	3,044	3,044	5,888	2,658	2,626	17,260
Auditing fees	3,444	3,444	5,792	3,444	3,444	19,568
Other administrative expenses	21,784	21,784	39,099	21,784	21,784	126,235
Management fees	<u>72,386</u>	<u>72,386</u>	<u>115,758</u>	<u>72,386</u>	<u>72,386</u>	<u>405,302</u>
TOTAL ADMINISTRATIVE	<u>214,722</u>	<u>214,722</u>	<u>366,401</u>	<u>207,183</u>	<u>207,151</u>	<u>1,210,179</u>
TENANT SERVICES:						
Salaries	5,173	5,173	8,633	5,173	5,173	29,325
Benefits	3,523	3,523	5,879	3,523	3,523	19,971
Other	<u>4,000</u>	<u>4,000</u>	<u>2,500</u>	<u>4,000</u>	<u>4,000</u>	<u>18,500</u>
TOTAL TENANT SERVICES	<u>12,696</u>	<u>12,696</u>	<u>17,012</u>	<u>12,696</u>	<u>12,696</u>	<u>67,796</u>
UTILITIES:						
Water	31,393	32,048	49,713	18,217	9,255	140,626
Sewer	51,358	51,759	82,530	45,520	37,938	269,105
Electricity	13,914	8,251	4,398	5,763	71,945	104,271
Gas	<u>1,439</u>	<u>1,088</u>	<u>4,493</u>	<u>1,486</u>	<u>31,908</u>	<u>40,414</u>
TOTAL UTILITIES	<u>98,104</u>	<u>93,146</u>	<u>141,134</u>	<u>70,986</u>	<u>151,046</u>	<u>554,416</u>
MAINTENANCE:						
Labor	93,670	101,504	189,974	85,255	81,337	551,740
Benefits	64,082	68,158	138,378	48,003	46,069	364,690
Materials	23,253	20,414	58,537	17,980	15,006	135,190
Garbage contracts	37,059	31,114	72,390	31,599	9,558	181,720
Other contracts	<u>21,698</u>	<u>17,539</u>	<u>58,945</u>	<u>32,908</u>	<u>49,725</u>	<u>180,815</u>
TOTAL MAINTENANCE	<u>239,762</u>	<u>238,729</u>	<u>518,224</u>	<u>215,745</u>	<u>201,695</u>	<u>1,414,155</u>
GENERAL EXPENSES:						
Insurance	14,401	14,043	29,554	11,585	15,573	85,156
PILOT	9,808	9,655	30,952	16,186	13,719	80,320
Extraordinary Maintenance	0	0	0	0	0	0
Collection loss/other	11,677	11,230	13,162	12,696	14,595	63,360

Housing Authority of Clackamas County
Public Housing by Project
Budget FY 2012/2013

	<u>Clack Hghts</u>	<u>OCVM</u>	<u>Scattrd Sites</u>	<u>Hillsd Park</u>	<u>Hillsd Manor</u>	<u>Total</u>
OPEB accrual	<u>5,826</u>	<u>5,826</u>	<u>11,272</u>	<u>5,088</u>	<u>5,027</u>	<u>33,039</u>
TOTAL GENERAL EXPENSES	<u>41,712</u>	<u>40,754</u>	<u>84,940</u>	<u>45,555</u>	<u>48,914</u>	<u>261,875</u>
TOTAL EXPENSES	<u>606,996</u>	<u>600,047</u>	<u>1,127,711</u>	<u>552,165</u>	<u>621,502</u>	<u>3,508,421</u>
OPERATING SURPLUS(DEFICIT)	<u>(35,089)</u>	<u>(45,169)</u>	<u>(145,224)</u>	<u>(42,676)</u>	<u>(54,471)</u>	<u>(322,629)</u>

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

First Reading of an Amended Ambulance Service Plan

The Clackamas County Health, Housing and Human Services Department (H3S) requests the Board conduct first reading of an amended Ambulance Service Plan, County Code, Chapter 10.01.

At the direction of the Board of Commissioners, staff has prepared proposed amendments to the County Ambulance Service Plan adopted in 2005.

If the Board chooses to amend the plan, each element of the system must be addressed and considered as described in Oregon State statute and administrative rules. [ORS 682.063, OAR 333-260-0030]

The Plan must be adopted by the Board as a non emergency ordinance and approved by the State of Oregon, Public Health Division. [ORS 682.205]

Notification of interested parties per ORS 682.205, 682.063 was made by email February 8, 2012. Proposals received were addressed and considered by staff and the EMS Council. The EMS Council approved the draft plan presented by staff on May 31, 2012.

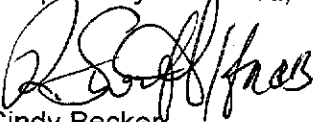
Process for adoption of amended Plan: study session was held on 6/12/2012; first reading is scheduled for June 28, 2012; the proposed date for second reading is July 12, 2012, followed by submission of amended plan for State review (up to 60 days). Amended ordinance becomes effective 90 days following adoption.

No County general funds are involved. The Board of Commissioners may choose to amend the ambulance service plan.

Recommendation

We recommend the Board conduct first reading of the Ambulance Service Plan by title only. Following first reading, second reading and adoption would be scheduled for the Board's agenda on July 12, 2012.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments, please contact Larry MacDaniels at (503) 655-8256

ORDINANCE NO. _____

An Ordinance Amending Chapter 10.01, Ambulance Service Plan, of the Clackamas County Code.

WHEREAS the Oregon Revised Statutes, Chapter 682, require counties to develop a plan relating to the need for and coordination of ambulance services, and to establish ambulance service areas, and

WHEREAS Clackamas County has previously adopted and amended ambulance service plans by order numbers 91-182, 91-599, 93-972, 04-2002 and 08-2005, and it appearing that further amendments are now in the public interest, and

WHEREAS notice has been given to the public and to interested parties of the County's intention to consider ambulance plan amendments, and the County has consulted and sought advice from persons and entities expressing an interest, and

WHEREAS in determining the provider of ambulance services the County has not granted preference solely on the basis that a person or government unit is providing ambulance service, but instead has relied on the Board of County Commissioner's determination that efficient and effective service is being provided at a reasonable price, and that it is in the public interest to adopt these amendments to the ambulance service plan, now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Clackamas County Code Chapter 10.01, Ambulance Service Plan is hereby amended to read as shown on the attached Exhibit A.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY CODE

TITLE 10

FRANCHISES

CHAPTER 10.01 Table of Contents

10.01 AMBULANCE SERVICE PLAN..... 1

10.01.010 Certification by Board of County Commissioners..... 1

10.01.020 Overview of County..... 1

10.01.030 Definitions..... 2

10.01.040 Boundaries 5

10.01.050 System Elements 9

10.01.060 Coordination 19

10.01.070 Provider Selection 23

10.01.080 County Ordinances and Rules..... 26

CHAPTER 10.01

10.01 AMBULANCE SERVICE PLAN

10.01.010 Certification by Board of County Commissioners

Clackamas County Code Chapter 10.01 is the Ambulance Service Plan for the County. The Board of County Commissioners hereby certifies that:

- A. The County has included in this plan each of the subjects or items set forth in Oregon Administrative Rule 333-260-0020 and has addressed and considered each of those subjects or items in the adoption process.
- B. In the Board's judgment, the ambulance service areas established in the plan will provide for the efficient and effective provision of ambulance services; and
- C. To the extent they are applicable, Clackamas County has complied with ORS 682.062 and 682.063 and with existing local ordinances and rules.

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

10.01.020 Overview of County

- A. Clackamas County has a population of approximately ~~338,391~~378,480 as of April 1, ~~2000~~2010, and an area of 1,879 square miles. Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County within the Portland metropolitan urban growth boundary are densely populated, while rural areas are much less densely populated. More than one-third of the County consists of federally owned National Forest or BLM land, which is less densely

populated still. There are fourteen cities located wholly within the County, and two others partially inside County borders. Large parts of the urban area are unincorporated, with about 6440% of County residents living outside of city boundaries. Geographically the County varies dramatically, rising from the 31-foot elevation at Oregon City to the 11,235239-foot peak of Mt. Hood.

B. History of ASAs

In 1991 the Board approved the following Ambulance Service Areas: Canby ASA, Clackamas ASA, and Molalla ASA. Boundary descriptions are in the ASA Map (Section 10.01.040.A) and ASA Narrative Description (Section 10.01.040.B) of this Plan.

C. The Ambulance Service Plan, with associated agreements and contracts, is designed to assure high quality, timely medical care at the time of a medical emergency, and to coordinate public safety answering points, dispatch centers, first responders and transport agencies into a unified system for providing Emergency Medical Services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.030 Definitions

A. "AMBULANCE" means any privately or publicly owned motor vehicle, aircraft, or marine craft that is regularly provided or offered to be provided for the emergency-transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advance life support ambulance.

B. "AMBULANCE" "AMBULANCE SERVICE AREA" or "ASA" means a specific geographic area of Clackamas County which is served by one ambulance service provider.

B.C. "AMBULANCE SERVICE PROVIDER" or "AMBULANCE SERVICE PROVIDER" means a licensed ambulance service that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.

C. "AMBULANCE SERVICE AREA" and/or "ASA" means a specific geographic area of Clackamas County which is served by one ambulance service provider.

C.D. "AMBULANCE SERVICES" "AMBULANCE SERVICE" means any individual, partnership, corporation, association, governmental agency or other entity that holds a Division-issued ambulance service license to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.

D.E. "BOARD" means the Board of Commissioners for Clackamas County, Oregon.

F. "COUNCIL" or "EMS COUNCIL" means Emergency Medical Services Council.

F. "COUNTY" means Clackamas County, a political Subdivision of the State of Oregon.

E.G. "COUNTY EMS MEDICAL DIRECTOR" or "EMSMD" means a licensed physician employed by or contracted to the County to provide medical direction as required.

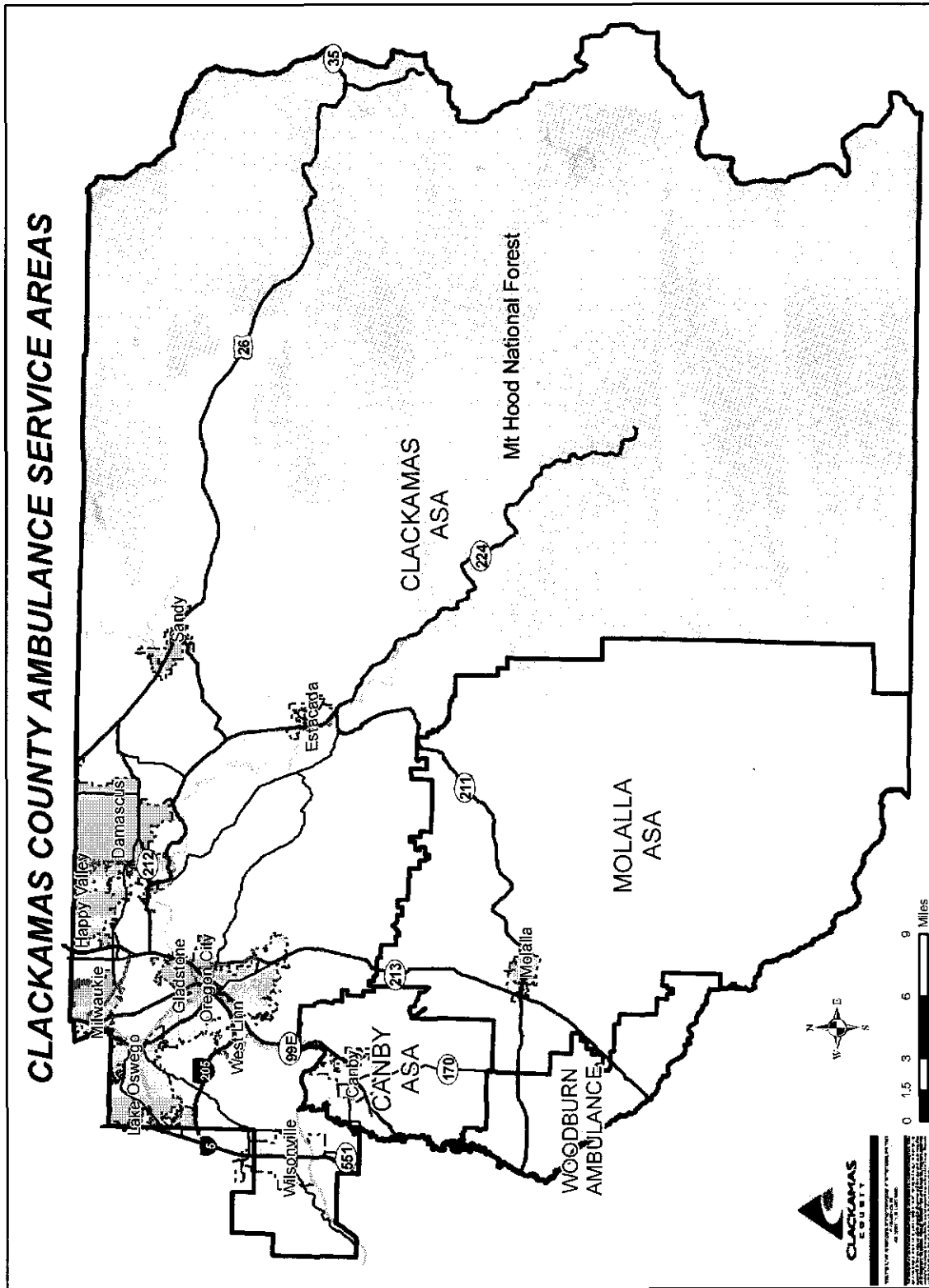
- ~~F.H.~~ F.H. "DEPARTMENT" means the Clackamas County Department of Health, Housing and Human Services.
- ~~G.I.~~ G.I. "DIVISION" means the Public Health Division, Oregon Health Division, Department of Human Services Authority.
- ~~H.J.~~ H.J. "EMERGENCY AMBULANCE SERVICE" means the provision of advanced or basic life support, care and transportation by ambulance, if appropriate, in response to respond to all medical and traumatic emergencies, but the term does not include first responder services.
- ~~K.~~ K. "~~EMERGENCY PHYSICIAN ADVISORY BOARD~~" ("~~EPAB~~") ~~means a voluntary advisory board consisting, at a minimum, of the Supervising Physician of each EMS responding agency in the County. The County EMS Medical Director will initially chair the EPAB.~~
- ~~I.K.~~ L. "EMS" or "EMERGENCY MEDICAL SERVICES" or "EMS" means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.
- ~~M.~~ "~~EMS PROVIDER~~" ~~means any public, private or volunteer entity providing EMS.~~
- ~~L.~~ N. "EMERGENCY MEDICAL SERVICES AGENCY" means an ambulance service or non-transport EMS service that uses emergency medical services providers to respond to requests for emergency medical services.
- ~~M.~~ M. "EMERGENCY MEDICAL SERVICES PROVIDER" means a person who has received formal training in pre-hospital and emergency care, and is licensed to attend any person who is ill or injured or who has a disability.
- ~~N.~~ N. "EMERGENCY MEDICAL SERVICES SYSTEM" means the system that provides for the arrangement of personnel, facilities, and equipment for the effective and coordinated delivery of pre-hospital health care services in Clackamas County.
- ~~O.~~ O. "EMERGENCY PHYSICIAN ADVISORY BOARD" or "EPAB" means an advisory board constituted by the Supervising Physician of each EMS responding agency in the County.
- ~~P.~~ P. "EMS COUNCIL" or "COUNCIL" means Emergency Medical Services Council.
- ~~J.Q.~~ J.Q. "FIRST RESPONDER" or "FIRST RESPONSE AGENCY" means fire and other governmental or private agencies providing Emergency Medical Services.
- ~~K.R.~~ O. "FRANCHISE" means a right granted by the Board ~~after a competitive request for proposal process~~ to provide ambulance services as defined by ORS 682.325027 on an exclusive basis but subject to the limits and conditions of this Plan. Assignment of an ASA to a rural fire protection district pursuant to Sections 10.01.070.A.1 and 10.01.070.A.2 of this Plan shall not be considered a franchise.
- ~~L.S.~~ P. "FRONTIER AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

- ~~T.~~ Q.—"MEDICAL DIRECTOR" or "SUPERVISING PHYSICIAN" means a licensed physician meeting the requirements of the Oregon Health Authority and employed or contracted by an agency to provide medical direction.
- ~~U.~~ "MEDICAL RESOURCE HOSPITAL" or "MRH" means a medical communications facility contracted by the County which provides on-line medical control functions.
- ~~M.V.~~ "NOTIFICATION TIME" means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center ("9-1-1"), and the notification of all responding emergency medical service providers.
- ~~W.~~ R.—"ON-LINE MEDICAL CONTROL" or "OLMC" means a physician directing medical treatment in person, over a radio, by phone or through some other form of instant communication.
- ~~N.X.~~ "PARTICIPATING PROVIDER" means a fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to use integrate agency resources into an EMS response plan including using agency responses to modify ambulance response time requirements.
- ~~Y.~~ S.—"PATIENT" means a person who is ill or injured or who has a disability and for whom patient care from an EMS Provider is requested.
- ~~Z.~~ "PUBLIC SAFETY ANSWERING POINT" or "PSAP" means a call center responsible for answering calls to an emergency telephone number ("9-1-1") for police, firefighting and ambulance services. Trained emergency communications personnel are also responsible for dispatching these emergency services.
- ~~Q.AA.~~ "RESPONSE TIME" means the length of time between the notification of each provider and the arrival of each provider's emergency medical service unit(s) at the incident scene.
- ~~P.BB.~~ T.—"RURAL AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.
- ~~Q.CC.~~ U.—"STAFFED" means qualified persons, physically located at or immediately accessible to an ambulance provider's base of operation within an ASA, available on a 24-hour basis.
- ~~R.DD.~~ V.—"SUBURBAN AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.
- ~~W.~~ "~~SUPERVISING PHYSICIAN~~" means a licensed physician employed or contracted by an agency to serve as a Medical Director or Medical Advisor to a provider agency.
- ~~S.EE.X.~~—"URBAN AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.040 Boundaries

A. ASA Map



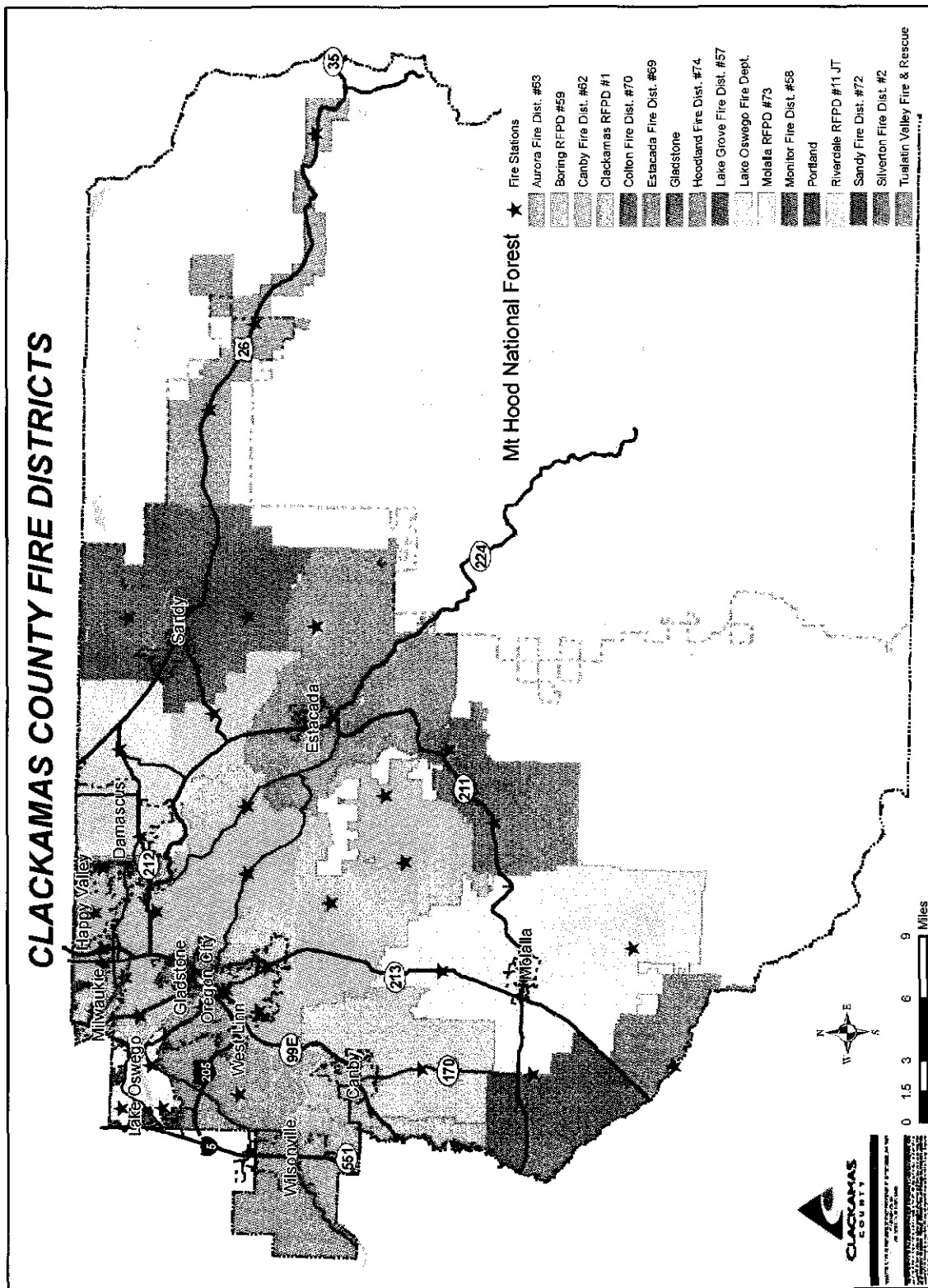
B. ASA Narrative Description

1. Clackamas County is divided into the following ambulance service areas:
 - a. The City of Molalla and the area served by the Molalla Rural Fire Protection District ambulance, including the Colton and Molalla Fire Districts, the part of Clackamas ~~County~~ Fire District #1 south of a line drawn along Buckner Creek Road, Gard Road, and Unger Road, and the Oregon Department of Forestry Fire Protection District south of Highway 211, within Clackamas County, known as the "Molalla ASA."
 - b. The City of Canby and the area served by the Canby Fire Protection District ambulance, including the part of the Aurora Fire District within Clackamas County east of the Pudding River, known as the "Canby ASA."
 - c. The Clackamas Ambulance Service Area is composed of the remaining part of the County except the part of the City of Tualatin located in Clackamas County that is served under an intergovernmental agreement with Washington County, and the parts of the Aurora, Monitor and Silverton Fire Districts within Clackamas County that are served ~~under an intergovernmental agreement with Marion County~~ by Woodburn Ambulance Service.

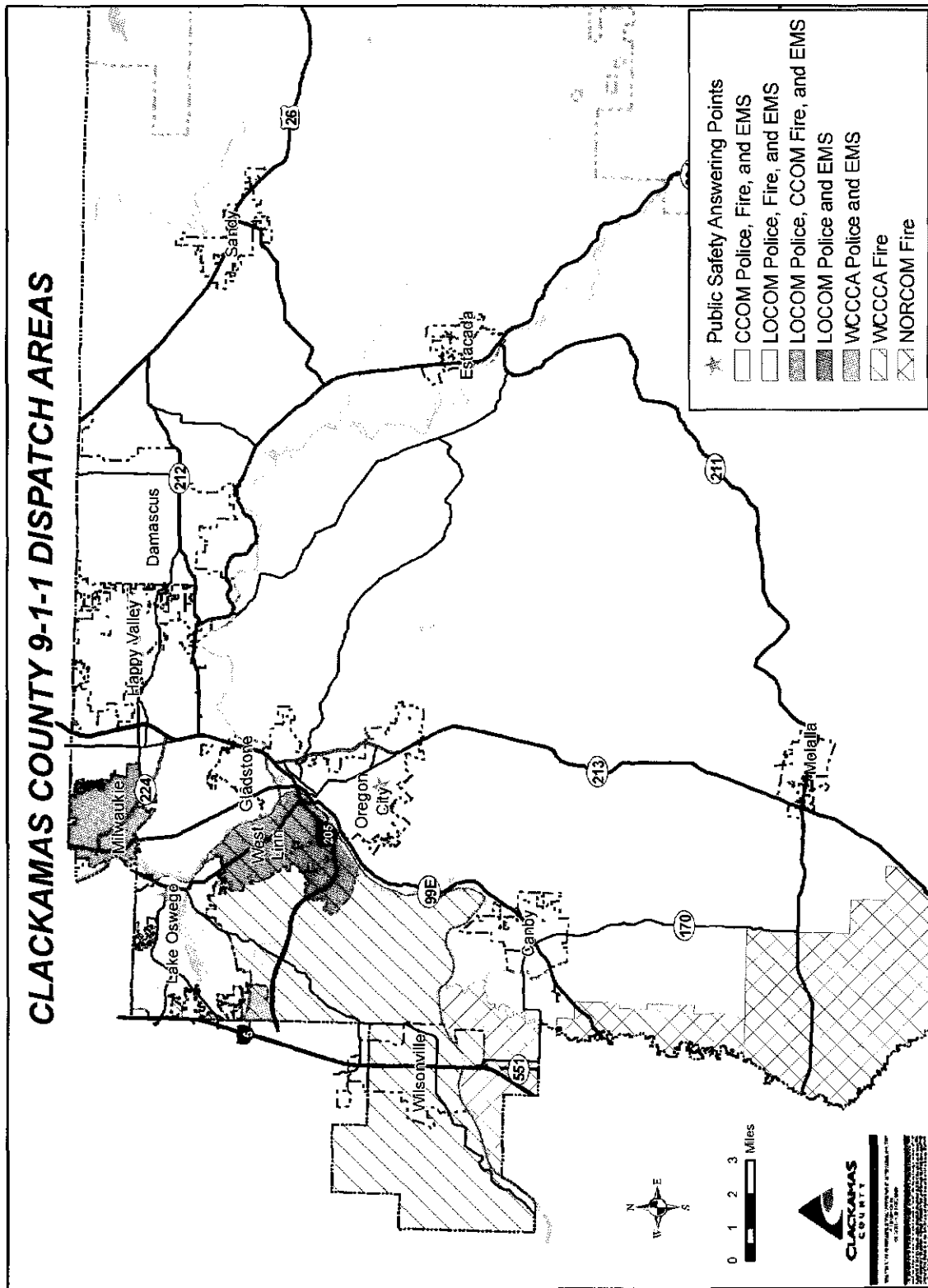
The following areas outside Clackamas County are served as part of the Clackamas ASA:

- The City of Wilsonville within Washington County is served under an intergovernmental agreement with Washington County.
 - The parts of the Cities of Lake Oswego and Rivergrove that are within Washington County are served under an intergovernmental agreement with Washington County.
 - The part of the City of Lake Oswego that is within Multnomah County, and the Alto Park Fire District and the Riverdale-Dunthorpe Fire District within Multnomah County ~~are served under an intergovernmental agreement with Multnomah County.~~
2. The Board reserves the right, after further addressing and considering the subjects or items required by law, to change the boundaries of these ASAs, or create other ASAs, or incorporate or remove exclusive non-emergency services in one into one or more ASAs in order to provide for the effective and efficient provision of emergency medical service.

C. Fire District Map



D. 9-1-1 Map



E. Alternatives Considered to Reduce Response Times

1. The County believes that, while there are many artificial and geographic barriers to improving response times, e. g., distance, rural population and density, etc., by establishing maximum response times based on urban, suburban, rural and frontier categories, establishing a procedure that monitors response time performance and establishing a system of times and penalties for failure to comply, the County has established the framework from which Ambulance Providers can operate to provide rapid response times in their service to the community. Additionally, by establishing market rights of sufficient size and duration, the County enables providers to serve the community more efficiently.
2. The County expects Ambulance Providers to use their best expert and professional judgment in deciding upon various methods of achieving and maintaining the level of ambulance service performance required. "Methods" include, but are not limited to, compensation programs, shift schedules, personnel policies, supervisory structure, vehicle deployment techniques and other internal matters which, taken together, comprise strategy for getting the job done in the most effective and efficient manner possible.

The County recognizes that different Ambulance Providers may employ different methods to achieve equal success. By allowing each Ambulance Provider a wide range of management methods, the County hopes to inspire innovation, improve efficiency, and reduce costs without sacrificing the system's performance.

3. The County believes that a well-designed, effective partnership between First Response Agencies and Ambulance Service Providers may allow a reduction in ambulance response time requirements in the county. Through this plan the County encourages transport providers to work closely with advanced life support and other first response agencies to develop programs that will deliver medical care as rapidly as possible while enhancing countywide service or reducing rates. The county believes that well-articulated, cooperative efforts may improve patient outcomes and therefore encourages all EMS providers to work toward this goal.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.050 SYSTEM ELEMENTS

A. 9-1-1 Dispatched Calls

The County designates dispatch centers for Ambulance Providers. Dispatch centers providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMSMD. This plan establishes the goal of a single dispatch center, designated by the County, to provide dispatch and data collection for Emergency Medical Services.

9-1-1 calls for medical assistance in Clackamas County are currently received by three public safety answering points (PSAPs) for dispatch within the county.

The Molalla and Canby ASA providers are directly dispatched by two Public Safety Answering Points (PSAP), Clackamas County Communications (CCOMC-COM) and Lake Oswego Communications Center (LOCOM).

Currently, C-COM dispatches fire and EMS in the Molalla ASA, the Canby ASA, and the Clackamas ASA east of the Willamette River, and forwards information to North Marion County Communications (NORCOM) and Washington County Consolidated Communications Agency (WCCCA) for dispatch in the areas served by Tualatin Valley Fire and Rescue and Woodburn Ambulance Service.

LOCOM dispatches fire and EMS in Lake Oswego and the Clackamas ASA served by the Lake Oswego Fire Department.

NORCOM dispatches fire and Woodburn Ambulance Service in the Aurora, Monitor and Silverton Fire Districts within Clackamas County.

WCCCA dispatches fire and EMS in the part of the Clackamas ASA served by Tualatin Valley Fire and Rescue.

9-1-1 requests for ambulance service to CCOMC-COM and LOCOM are currently transmitted electronically to the franchisee which operates a communications center in Multnomah County, Oregon. The franchisee may employ its own methods for deploying and notifying ambulances and will be electronically linked to key CCOMC-COM systems. The franchisee will employ an approved method of data capture and transmission to assure that specific verifiable and auditable data elements, required for dispatch and performance evaluation are made available in a format that allows the County to adequately measure, evaluate and regulate system performance. Dispatch tasks employed by the franchisee and the franchisee's computer links with CCOMC-COM and LOCOM will not reduce the franchisee's responsibility for its dispatch and response time performance.

~~All~~ Dispatch centers participating in 9-1-1 and non-emergency dispatch of ~~EMS~~ ambulance resources within the County, including non-emergency ambulance providers, will utilize and comply with protocols for emergency medical dispatch and priority dispatch that have been approved by the County EMS Medical Director, with the advice of EPAB. All calls classified as emergency calls under the approved protocols will be immediately forwarded, transferred or otherwise communicated, in accordance with protocols established by the County, to the appropriate ~~primary PSAP for dispatch of the County's appropriate~~ centers for EMS and emergency ambulance ~~provider~~ providers.

B. Pre-arranged Non-emergency Transfers and Inter-facility Transfers

The County reserves the right to grant exclusive market rights for non-emergency ambulance service in the future, at any time that the Board determines that it is in the County's interest.

The franchisee in the Clackamas ASA may specifically compete in the non-emergency and interfacility segment of the market and may utilize ambulances and personnel deployed to meet its emergency responsibilities in non-emergency service, provided that the franchisee complies with the requirements of the franchise contract ~~and the requirements of the ambulance permit.~~

The ~~Director of the County Department of Human Services~~ may adopt regulations and requirements for the issuance of non-emergency ambulance permits. Failure to meet any of these requirements may be grounds for the denial or revocation of an ambulance permit.

The denial or revocation of any ambulance provider permit by the ~~Director of the County Department of Human Services~~ may be appealed to the Board, whose decision will be final.

C. Notification and Response Times

1. Notification Times

~~Notification Times will be expressed in terms of percent of calls that do not exceed a specified number of minutes and seconds. For example: a maximum notification time of 45 seconds for 90% of all emergency calls. All Communications~~ The County may require dispatch centers that receive requests for service and dispatch ambulances and /or first responders may be required to report call answer times, notification times, total call processing times and compliance with emergency medical dispatch /Priority Dispatch protocols.

The County may establish specific maximum times for use in calculating the performance of each center. If the County has not established maximum standards for any center, the center will report its performance at the 90th percentile. For example: 90% of calls answered within 23 seconds, 90% of notifications made within 54 seconds, 90 % of calls processed within 2 minutes and 14 seconds, and 92% compliance with EMD protocols.

If ~~any~~ Ambulance Service Provider receives a call for Emergency Ambulance Service as determined by approved dispatch protocols on a non-emergency telephone line, that service shall immediately notify the appropriate primary PSAP within the jurisdiction. ~~Each month, the emergency ambulance franchisee for the Clackamas ASA will designate dispatch center. Ambulance Service Providers shall report the number of calls that it turned over to be emergency designated dispatch provider centers, and the time required to turn over the call. In no case shall the ambulance provider expend more than 30 seconds before notifying the appropriate PSAP, each month.~~

2. Response Times

Ambulance Service Providers are encouraged to exceed minimum performance requirements.

- a. Initially, response times for Code-3 calls ~~must~~ shall be within the following response time limits.
 - i. Urban Areas: Maximum response time of 8:00 minutes for 90% of all emergency calls.
 - ii. Suburban Areas: Maximum response time of 12:00 minutes for 90% of all emergency calls.
 - iii. Rural Areas: Maximum response time of 25:00 minutes for 90% of all emergency calls.

- iv. Frontier Areas: Maximum response time of 2:00:00 hours for 90% of all emergency calls.

Where response time areas are divided along the centerline of a road, the shorter response time shall apply to both sides of the road and to all property having immediate access from that road. The County will monitor response times and if it is found that more than 10% of the emergency calls in any type of response zone are not responded to in the required maximum response times or less during any calendar month, the ambulance provider may be required to redeploy or add additional units, or the County may, if it is determined to be in the public interest, seek revocation of a franchise, ASA assignment, or other remedies.

- b. The ~~County Board~~ may modify the response time requirements detailed above, to promote efficient and appropriate responses to 9-1-1 emergency calls received by PSAPs, including modifications adopted in agreements to integrate first responder services delivered by Participating Providers. ~~The Department and County EMS Medical Director, with advice of the EPAB, will review all~~ provide recommendations to the Board after reviewing proposed modifications to the requirements, giving with consideration to the following:
- The level of acuity of each call, using modern emergency medical dispatch and priority dispatch capabilities.
 - Clinical evidence that any particular standard is more efficacious.
 - The efficient use of system resources.
 - Alternative delivery systems including, but not limited, to approved advanced life support first response.
 - The projected economic impact of any proposed change. ~~And,~~
 - Requests from local governmental jurisdictions.
- c. Emergency response time for ambulances will be calculated from the time that a call is received by the Ambulance Provider until the time that the provider's first ambulance arrives on the scene.

In areas where a Participating Provider has a contractual agreement with the County, response time for the Participating Provider will be calculated from the time a call is received by the Participating Provider to the on-scene arrival of the Participating Provider.

If a ~~public safety answering point~~ designated dispatch center downgrades a call from emergency status, the above maximum response times will not apply. Ambulance Providers shall be responsible, however, for responding to such a downgraded call within the appropriate response time criteria, if any, for the downgraded priority. Specific The County may adopt rules ~~may be adopted~~ to govern calculation of response time performance in cases of upgrades and downgrades of response priorities and for nonemergency calls.

Ambulance Providers will not be held responsible for response-time performance on an emergency call ~~originating outside the County, unless~~

~~it originates from an area that is served under Clackamas County regulation pursuant to intergovernmental agreement outside the ASA.~~ However, Ambulance Providers shall use their best efforts in responding to mutual aid calls.

Responses to emergency calls ~~originating outside the County ASA~~ will not be counted in the number of total calls dispatched used to determine contract compliance statistics.

For the purpose of measuring contract compliance, each incident will be counted as only one call dispatched, no matter how many units respond to the incident.

Each month Ambulance Providers shall document in writing, in a manner as required by the County, each ambulance call dispatched.

Each month Ambulance Providers contracted by the County shall document in writing, in a manner as required by the County, each ambulance call dispatched which was not responded to within a response time for the area of the call. If more than 10% of the emergency calls in any type of response zone are not responded to in the required maximum response times or less during any calendar month, the Ambulance Provider shall identify the cause of such extended response time and shall document its efforts to eliminate repetitions of that cause of poor response-time performance.

When an Ambulance Provider utilizes mutual aid ~~from outside the ASA or another ambulance resource~~ to respond to a call, such response shall not be counted as a late response unless the response time standard is not met, or no response time is reported. Section 10.01.060.C addresses the use of mutual aid agreements.

d. Response Time Exemptions

It is understood that unusual circumstances beyond ~~the~~ Ambulance Provider's reasonable control can ~~induce~~cause response times ~~that to~~ exceed the aforementioned standards. Equipment failure, traffic accidents, ~~dispatcher error~~, or lack of a nearby ambulance shall not furnish grounds for release from late run deductions or general response time standards. ~~If the ambulance provider feels~~

Dispatcher errors by an Ambulance Provider's selected dispatch center shall not furnish grounds for release from late run deductions or general response time standards.

If an Ambulance Provider believes that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond the Ambulance Provider's reasonable control, it may request that these runs be excluded from response time performance calculations and late run penalties. If the Department concurs that the circumstances were due to unusual circumstances beyond the Ambulance Provider's reasonable control, the Department will allow such exemptions in calculating overall response time performance and in assessing late run penalties. Additional detail and requirements regarding response time

exemptions will be contained in the franchise ~~RFP~~request for proposals and any resulting contract.

e. Penalties for Failure to Meet Response Time/Performance Criteria

~~Ambulance provider~~Response time performance of Ambulance Providers under contract to the County shall be reviewed monthly. For those months that the provider fails to respond to 90 percent of all Code-3 calls within a time period specified under Response Times (Section 10.01.050.C.2), the County will review appropriate system-status plans, unit-hour production capacities, or other factors to determine the causes of noncompliance. For those months that the provider fails to meet the 90 percent standard, a ~~\$1001,000~~\$1,000 financial penalty for each one-tenth of a percentage point less than 90 percent will be assessed for each individual zone (i.e., Urban, Suburban, Rural and Frontier). The penalty will increase to \$2,000 for each one-tenth of a percentage point less than 90 percent if the provider fails to meet the 90 percent standard in additional consecutive months. The same penalties will apply if response times for Code-1 calls established by the County are not met.

For monitoring purposes, each zone (i.e., Urban, Suburban, Rural and Frontier) shall have, in addition to the 90-percent standard, a response time limit for every call. ~~For every The Code-3 call where the ambulance fails to arrive within the time limit (Code-3 every call every call~~time limits are: 12 minutes-Urban, 20 minutes-Suburban, 45 minutes-Rural, 4 hours-Frontier), the penalty). The County will be \$10 per excess minute (e.g., call response times of 13:00-13:59 minutes shall be fined \$10, 14:00-14:59 minutes shall be fined \$20).review calls exceeding these time limits and may impose penalties if necessary to resolve significant problems.

Calls referred to another agency will be included as part of the response-time requirements.

Penalties for failure to report "at-scene" times for calls will be assessed at \$300 for each incident, but such at-scene times may be established from appropriate data, including radio transmissions identifying the scene time or first responder reports. The contract governing a franchise may further define or restrict methods for reporting at-scene and other times. ~~A penalty may be established for referral of a call to any unapproved ambulance provider.~~

Ambulance Providers shall notify the dispatch center designated by the County when no ambulances are immediately available. A \$1,000 penalty will be assessed for any instance when a contracted Ambulance Provider fails to respond to an emergency ambulance call and it is necessary for the public safety answering point to refer the call to another ambulance provider within three (0:03:00) minutes of notification. No such penalty will be assessed if a call is handled by mutual aid referral. Each call referred by the public safety answering point to another provider due to lack of resources will be counted in the compliance statistics as a call over the 90% response time standard.

f. Response Time Map Changes

The response time map attached as Appendix A reflects ~~the~~ historical commitments made by the Board to various communities in the county regarding ambulance response times. ~~It is the Board's intention to honor these historical commitments by maintaining these response time zones as shown on the map. However,~~ and incorporates changes based on population increases within the county since 2005. In the event that changed circumstances, such as population growth or other changes, indicate a compelling need to change the response time map, the following procedure will be followed.

The Director of the County Department of Health, Housing and Human Services shall proceed with proposed response time map changes by giving prior written notice of the proposed changes to any city or fire district whose territory would be affected. At the request of any affected city or fire district, any proposed changes will be forwarded to the Board for decision by the Board.

In reviewing proposed changes to the response time map, the County may consider the following general guidelines:

"Urban area" designation may be appropriate for areas within an ASA which are in an incorporated city with a population greater than 9,000 persons and a population density greater than 2,000 persons per square mile, or which consist of ~~a census tracts~~ having a population density greater than 2,000 persons per square mile- that are contiguous to such an incorporated city.

"Suburban area" designation may be appropriate for areas within an ASA which are non-urban but are contiguous to urban areas, and ~~are within a ten-mile radius of an urban community center and consist of a census tracts~~ having a population density between 1,000 and 2,000 persons per square mile, or for traffic corridors in which the ~~12-minute~~ suburban response time standard can be extended without unduly adding to system cost.

"Rural area" designation may be appropriate for areas within an ASA which are not urban, not suburban, and which are either an incorporated city of ~~greater than 2,000 and less than 9,000 population, or are within a 30-~~ consist of census tracts having a population density less than 1,000 persons per square mile ~~radius of such a city's center.~~ "Frontier area" designation may be appropriate, or for areas within an ASA traffic corridors in which are neither urban, suburban, nor the rural areas, and for inaccessible or roadless areas of the National Forest where 25-minute response times cannot time standard can be achieved extended without unduly adding to system cost.

"Frontier area" designation may be appropriate for areas within an ASA which are not urban, suburban, or rural areas, and for inaccessible or roadless areas of the National Forest where rural response times cannot be achieved without unduly adding to system cost.

The Director of the Department may make changes in the response time criteria detailed above to make the County criteria consistent with State

mandated Trauma System and/or criteria used for similar purposes and reporting.

D. Levels of Care

1. ~~All ambulance providers~~ Ambulance Service Providers for each Ambulance Service Area:
 - a. ~~Assigned an ASA~~ Shall provide service at the advanced life support level, staffed by Emergency Medical ~~technicians~~ Services Providers as described in Section 10.01.050.E, on a 24-hour basis, ~~except that ambulances staffed with a volunteer or volunteers and responding in the rural area or frontier area may be staffed to meet or exceed minimum State standards.~~
 - b. Shall maintain vehicles and equipment that conform ~~with~~ to the standards, requirements, and maintenance provisions ~~stated~~ established by the County or in Oregon Revised Statutes and in the rules adopted by the State Health Division and ORS Chapter 682.
 - c. Shall maintain and make available, upon request of the Department, patient care records in a form approved by the Department.
 - d. Shall prohibit the performance of ~~EMT~~ Emergency Medical Services Providers or ~~EMT trainee activities by any EMT or EMT trainee~~ trainees who ~~suffers~~ suffer suspension, revocation, or termination of ~~certificate~~ license by the ~~State Health Division.~~

E. Personnel

1. ~~Advanced life support ambulances in service must have a minimum staff of two Emergency Medical Technicians, at least one of which is certified as an Emergency Medical Technician Paramedic, able to administer IV therapy, read and interpret cardiac monitor strips, and administer drugs authorized by a licensed physician. The second EMT must be certified as at least an EMT Basic. Proper medical equipment and drugs must also be provided to allow them to perform to their level of training.~~
2. ~~Volunteer EMTs may be utilized where available.~~
 1. ~~3. First Responders and Emergency Medical Technicians responding to emergency and~~ All Ambulances used to provide emergency or non-emergency call service in Clackamas ~~the County must be certified~~ staffed with Emergency Medical Services Providers licensed by the State of Oregon, and have a Supervising Physician. Emergency Medical Services Providers are required to have a Medical Director who meets all ~~the requirements of the Oregon Health Division.~~
4. ~~Emergency Medical Technicians used to staff ambulances or respond to emergency and/or non-emergency calls in Clackamas County must be properly credentialed, certified and authorized to provide Basic or Advanced Life Support by their respective Supervising Physicians.~~
 2. ~~5~~ Advanced Life Support Ambulances shall be staffed at minimum with two Emergency Medical Services Providers. The minimum level of staffing is one (1) licensed Paramedic and one (1) licensed Emergency Medical Technician.

3. ~~Emergency Medical Technicians of Service Providers deployed by Participating Providers that are deployed as a part of any plan that uses fire agency response to modify ambulance response time requirements within any jurisdiction must~~ shall meet, at a minimum, the ~~credentiaing, certification~~ licensing and authorization standards established for Ambulance Emergency Medical Technicians Providers by the County EMS Medical Director. ~~Compliance with these standards may be supervised by the appropriate agency Supervising Physician.~~
6. ~~The EPAB may, as part of its advisory role, review the staffing requirements of all EMS providers in the County and make recommendations to the County EMS Medical Director concerning ambulance services and coordination for other EMS services.~~

F. Medical Supervision

1. ~~Clinical performance~~ This Plan establishes the goal of all EMS providers must be consistent with ~~approved~~ unified medical standards and protocols.
2. ~~To promote coordination among Supervising Physicians of EMS providers, the direction for Emergency Physician Advisory Board will review and make recommendations regarding protocols and quality assurance, and will assist individual Supervising Physicians of EMS providers as requested.~~
3. ~~Medical Services within the County will establish an Emergency Physician Advisory Board (EPAB), consisting, at a minimum, of the current agency Supervising Physician of each EMS responding agency in~~ while maintaining the County collaborative relationship between Medical Directors.

~~The County EMS Medical Director will initially chair the EPAB. The EPAB will serve as the point of coordination of medical supervision among the agencies and make recommendations regarding protocols. The EPAB will advise the County and County EMS Medical Director about other matters of clinical significance as needed.~~

1. ~~4. The Department will appoint a County EMS Medical Director (EMSMD) is hired or contracted by the County to serve as the medical advisor to the County on EMS matters. The EMSMD may also serve as the Supervising Physician of the provider selected to operate the Clackamas ASA and for all agencies of Clackamas County providing emergency medical services. The County EMS Medical Director may be designated as the Supervising Physician for any first response agency, BLS provider, or AED program that does not maintain an individual Supervising Physician. In the event that any first response agency chooses to use the County EMS Medical Director or loses the services of an individual medical advisor, this service may be provided at no charge. Transporting ambulance providers using the services of the County EMS Medical Director will be assessed a prorated fee for services, based on the actual cost of the Medical Director activities, annual transport volume and the degree to which they use the Medical Director~~ Emergency Medical Services and shall meet the qualifications of the Oregon Health Authority for EMS Supervising Physicians.

2. ~~5. The EMSMD:~~

- Serves as the Medical Director for Ambulance Service Providers contracted by the County and may serve as the Medical Director for any agency providing Emergency Medical Services in Clackamas County.
 - May implement protocols and set standards of care for Ambulance Service Providers and Participating Providers serving Clackamas County and may require patient care equipment, supplies and medications in addition to those required by the state.
 - May, in appropriate cases, suspend medical authorization for Emergency Medical Services Providers working under his/her medical authorization.
 - Provides oversight of the County quality improvement program.
 - Assists the County in disaster preparedness and response.
 - May recommend modifications to the response time requirements in the Ambulance Service Plan.
 - Participates in the regional protocol development process.
3. The County may hire or contract assistants to help carry out the duties assigned to the EMSMD. The EMSMD retains the sole responsibility for all assigned duties.
4. The Medical Directors of Emergency Medical Service agencies, including dispatch centers, in the County constitute the Emergency Physicians Advisory Board (EPAB). The EPAB advises the County EMS Medical Director about significant EMS system issues including:
- Staffing requirements for EMS services.
 - Coordination of ambulance services with other EMS services.
 - Training needs of EMS services and providers.
 - Standards for quality improvement programs.
 - Procedures for the resolution of quality assurance problems.
 - Sanctions for noncompliant personnel and providers
5. Ambulance Service Providers, Participating Providers and dispatch centers shall have a Medical Director who meets standards established by the Department and the EMSMD.
6. Dispatch centers providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMSMD.
7. The County may establish a County EMS Medical Authority comprised of the EMSMD and the Medical Directors of Participating Providers, approved and contracted by the County, to provide medical direction to EMS agencies.
- 2-8. Medical supervision is also addressed in the Quality Improvement provisions of this Plan (Section 10.01.050.J).

G. Patient Care Equipment

Patient Care Equipment is addressed in the Levels of Care provisions of this Plan (Section 10.01.050.D), and the Vehicles provisions of this Plan (Section 10.01.050.H).

H. Vehicles

~~All ambulance providers shall:~~

~~1.—Ambulance Service Providers for each Ambulance Service Area shall:~~

1. Supply a sufficient number of vehicles outfitted with necessary equipment and supplies as required by the County and Oregon State law Revised Statutes and Administrative Rules.
- ~~2.— Report annually to the Department the type, age and mileage of each vehicle as well as all financial details regarding ownership, lien holders or other obligations relating to said vehicles. Each ambulance provider will report, within 3 business days, any change in ownership, lien holder or other obligations relating to any of the vehicles. Additionally, each ambulance provider will report to the County within 3 business days any additions, deletions or significant change of status, including repairs that will remove a vehicle from service for longer than one week.~~
2. Report annually to the Department, upon request, the type, age and mileage of each vehicle.
3. Provide to the Department upon request a written description of its program of vehicle and equipment maintenance and inventory control. Providers may modify such maintenance and inventory control programs, from time to time, as necessary to improve performance and contain costs.

I. Training

1. ~~1.—The County expects all EMS providers~~Emergency Medical Service Agencies to meet State-required certification/licensing levels, to be certified and/or licensed by the appropriate State agency, to participate in a medical audit process, and to provide special training and support to personnel in need of specific training.
- ~~2.—Participating Providers will assure~~ensure that the ~~Emergency Medical Technicians~~ EMS Providers utilized in EMS ~~responses~~response meet the initial, recurrent and competency based training standards established by the ~~County EMS Medical Director.~~
2. ~~3.— As part of its continuing role to assist the County and EMS providers in improving services, the EPAB may, as part of its regular duties, review and evaluate the continuing training needs of EMS providers and personnel, and make recommendations to the EMSMD concerning ambulance services training and coordination for other EMS services training.~~
3. This plan establishes a goal of conducting Multi-Agency Training for all Ambulance Service Providers and First Responder Agencies at least once each year.

J. Quality Improvement

1. ~~Each agency Supervising Physician will be responsible for administering the Quality Improvement Program within each agency and assuring that the agency participates in the~~This plan establishes a goal of a countywide quality improvement program.

- ~~2. The EPAB may make recommendations for establishing standards for Quality Improvement Programs.~~
- ~~3. The County EMS Medical Director, with advice from EPAB, will be responsible for establishing a countywide coordinated Quality Improvement Program.~~
 - ~~1. 4. The Quality Improvement Program will be integrated to include that includes a database integrating data for PSAP handling of medical calls, communications center EMS operations, Emergency Medical and Priority Dispatch, first response agencies, ambulance service providers and other related agencies and programs hospital outcome.~~
 - ~~2. 5. The EMSMD provides oversight of the County quality improvement program.~~
 - ~~2.3. Ambulance Service Providers and Participating Providers will be required to shall participate in medical oversight as provided directed by contractual agreement with the County, and shall provide data to the County for quality improvement as requested and in a manner determined by the County to be secure, reliable and accessible by quality improvement personnel.~~
 - ~~4. 6. Ambulance Service Providers and Participating Providers shall meet state-required licensing levels, participate in a medical audit process, and provide special training and support to personnel in need of specific training.~~
 - ~~5. Each agency will be responsible for maintaining an internal quality assurance program including monitoring performance of its personnel, responding to complaints and addressing errors and serious events.~~
- ~~3.6. At a minimum, the County expects EMS providers Emergency Medical Services Agencies to:~~
 - a. Supervise the services provided by them.
 - b. Participate actively in the medical audit process, provide special training and support to personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in EMS equipment and procedures;
 - c. Maintain State and local vehicle permits and personnel certifications licenses;
 - d. Cause all official EMS policies and protocols to be properly implemented in the field. Where questions related to clinical performance are concerned, EMS providers Emergency Medical Services Agencies shall satisfy the State EMS agency requirements of the Division and the County's administrative representatives. EMS providers County. EMS Agencies shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of training, amendments to the operating procedures, bulletins, and any other method necessary to ensure it becomes standard practice.
 - e. Utilize the services of a physician, whether an Agency Supervising Physician or the County EMS Medical Director, to review the quality of care provided by them.

7. Problem Resolution: the County ~~EMS Medical Director~~, with advice from the EMSMD, EPAB and EMS Council, will develop a procedure for the resolution of quality assurance problems. Where ~~ambulance~~ EMS Services are provided ~~by a private company~~ pursuant to a contract with Clackamas County, the contract shall set forth a procedure for addressing and resolving quality assurance problems.
8. Sanctions: the EPAB County may ~~recommend~~ implement sanctions for noncompliant personnel and ~~make reports of noncompliant providers~~: subject to this plan. Where ~~ambulance~~ EMS Services are provided ~~by a private company~~ pursuant to a contract with the County, the contract shall set forth sanctions to be applied in the event of a major breach by the provider, and shall set forth end-of-term provisions designed to provide an orderly transition ~~in the event a different company wins a subsequent bid competition~~ if necessary.

K. Changes by Board

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change system elements described in Sections 10.01.050.A through 10.01.050.J in order to provide for the effective and efficient provision of emergency medical services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.060 COORDINATION

A. The Entity that will Administer and Revise the ASA Plan

The Director of the Clackamas County Department of Health, Housing and Human Services or his/her designee shall be responsible for the administration of this Plan. The Board of County Commissioners of Clackamas County will be responsible for revisions to this Plan.

B. Process for Input and Complaint Review

1. Complaints will be reported to the Director or his/her designee for investigation.
2. Complaints of a clinical nature and those that may have clinical components will be referred to the agency ~~Supervising Physician and EPAB~~ medical director for investigation. Urgent issues and complaints of an egregious clinical nature may be referred directly to the ~~County EMS Medical Director~~ EMSMD for assistance in generating an immediate investigation and/or intervention.
3. To provide regular consultation on EMS issues, the Board ~~shall appoint~~ has appointed an Emergency Medical Services Council composed of eleven members as follows:
 - a. One representative of a commercial ambulance service provider;
 - b. One representative from a governmental agency that provides ambulance services, if there is such an agency;
 - c. One representative from the Clackamas County Fire Defense Board;

- d. One emergency medicine physician from a hospital within Clackamas County.
 - e. One ~~Supervising Physician~~ Medical Director to an EMS ~~provider~~ Agency in Clackamas County;
 - f. One governmental representative from Clackamas County as recommended by the ~~Administrator~~ Director of the Department of Health, Housing and Human Services;
 - ~~g. One Advanced Life Support Emergency Medical Technician. One licensed Paramedic currently providing prehospital emergency medical care in Clackamas County;~~
 - h. One Basic Life Support Emergency Medical ~~Technician~~ Provider currently providing prehospital emergency medical care in Clackamas County;
 - i. One person representing a city in Clackamas County.
 - j. One person representing consumers of ambulance services;
 - k. One person representing a Primary Public Safety Answering Point (PSAP) Communications Center within Clackamas County.
4. Appointments shall be made for a term of three years. ~~Members currently serving on the Council shall finish their terms. The PSAP representative will be appointed as soon as possible after approval of this plan.~~
 5. The Council shall adopt bylaws to govern the operations of the Council.
 6. The Council shall advise the Board and the Department in all matters relating to this Plan and ~~for~~ matters relating to prehospital emergency medical services, and provide consultation or make recommendations as may be requested by the Board or the Department.

C. Mutual Aid Agreements

Ambulance Providers shall enter into effective agreements for mutual aid or additional ambulance resources and provide copies of such agreements to the County.

Mutual aid agreements must include provisions for moving resources into an ASA for disaster and mass casualty incidents.

When no ambulance is immediately available in an ASA, the Provider shall request mutual aid assistance and assist the appropriate PSAP to identify and dispatch the next closest available ambulance.

Ambulance Providers are required to use best efforts to provide a response to all requests for mutual aid from neighboring jurisdictions.

~~However,~~ Should delivery of mutual aid service to any neighboring jurisdiction become excessive, indicating that such jurisdiction is relying heavily upon another system for emergency service, the Ambulance Provider shall so inform the County and discuss adjustment of the delivery of mutual aid service to that neighboring jurisdiction to a level more consistent with mutual aid requests by other neighboring jurisdictions.

~~The ambulance provider and the County shall also discuss such instances when ambulance provider is relying on mutual aid agreement to compensate for poor coverage levels. Mutual aid responses shall be reviewed at least annually unless problems or deficiencies occur. If it is found that an Ambulance Provider is relying on mutual aid to mask coverage deficiencies, the Ambulance Provider may be required to re-deploy units or add unit hours to cure deficiencies.~~

~~Ambulance providers shall not be held responsible for response time performance on any emergency call originating outside their ASA.~~

D. Disaster Response

1. County Resources Other than Ambulances

The County will establish, in consultation with its Department of ~~Homeland Security~~Emergency Management, the Fire Defense Board, and law enforcement agencies ~~and EPAB~~, an inventory of County resources available to assist in any disaster response.

2. Out of County Resources

The County will establish, in consultation with its Department of ~~Homeland Security~~Emergency Management, the Fire Defense Board, law enforcement agencies, ~~EPAB~~, and neighboring jurisdictions, an inventory of out of County EMS resources available to assist in any disaster response. Provisions for disaster response will be included in all mutual aid agreements.

3. Mass-Casualty Incident Plan

The County will establish, in consultation with its Department of ~~Homeland Security~~Emergency Management, the Fire Defense Board, law enforcement agencies, ~~EPAB~~, and neighboring jurisdictions, a mass casualty plan to be used in any mass casualty incident. Provisions for mass casualty response will be included in all mutual aid agreements.

4. Response to Terrorism

The County will establish, in consultation with its Department of ~~Homeland Security~~Emergency Management, the Fire Defense Board, and law enforcement agencies ~~and EPAB~~, a plan for responding to terrorism incidents including, weapons of mass destruction / effect and bio-terrorism incidents. Law enforcement will be the lead agency in the immediate response and mitigation of terrorist threats or incidents. The ~~County Community Health Division~~Department will be the lead health agency in determining the appropriate health agency response. The Public Health Officer will be the lead physician at the agency and the County EMS Medical Director will ~~coordinate~~assist in coordinating EMS resources.

5. The County has an obligation to provide assistance to other communities during disasters or other extraordinary emergencies. All Ambulance Providers shall cooperate with the County in rendering emergency assistance to its citizens and to other communities during such events.

During such periods, and upon authorization from the County, Ambulance Providers will be exempted from responsibilities for response-time performance until notified that the assistance within the County or to other

communities is no longer required. At the scene of the disaster or other extraordinary emergency, the Ambulance Providers' personnel shall perform in accordance with local emergency management procedures and protocols established by the affected County.

When an Ambulance Provider is notified that disaster assistance is no longer required, it shall return all of its resources to the primary area of responsibility, and shall resume all operations in a timely manner.

6. Ambulance Providers ~~will be required to provide specialized training to their employees regarding~~ shall use the incident command systems. ~~Ambulance providers will be required to use the countywide incident command system (ICS) and personnel accountability systems~~ systems adopted by the Clackamas County Fire Defense Board, and provide necessary training to their employees.
7. Ambulance Providers ~~will be required to~~ shall participate in County disaster planning and training exercises as requested.

E. Personnel and Equipment Resources

1. Non-Transporting EMS Providers ~~Provider Agencies~~
EPAB may recommend standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures for all non-transporting EMS Providers. Individual agency Supervising Physicians ~~Medical Directors~~ will be responsible for implementing and supervising the agency's adherence to these standards.
2. Participating Provider agencies ~~must~~ shall comply with standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures established by the County EMS Medical Director. Should any Participating Provider utilize ~~an Agency Supervising Physician, a Medical Director~~ in addition to the County EMS Medical Director, compliance with this provision may be supervised by the ~~Agency Supervising Physician~~ agency's Medical Director.
3. All EMS ~~providers~~ Provider Agencies shall provide training for their crews to the hazardous materials first responder (awareness) level as determined by the Occupational Safety and Health Administration.
4. The ~~Fire Department~~ authority having jurisdiction will ~~be~~ identify the appropriate lead agency in matters of hazardous materials and heavy, extrication.
5. ~~The most appropriate lead agency for Search, search and rescue, and Rescue and Specialized Rescue may vary with location and will be that agency identified through the incident command systems~~ specialized rescue.
6. All Ambulance Providers will participate in and comply with the countywide incident command and personnel accountability systems established by the Fire Defense Board.

F. Emergency Communication and System Access

1. ~~4.~~ Telephone and Dispatch Procedures

~~There are two public safety answering points (PSAP) in Clackamas County. 9-1-1 calls for emergency services received by Clackamas County Communications (CCOM), operated by the County (C-COM) and Lake Oswego Communications (LOCOM), operated by the City of Lake Oswego. A third PSAP operated by Washington County () are dispatched, or forwarded to WCCCA) dispatches calls in a portion of the Clackamas ASA or NORCOM for dispatch, as appropriate.~~

~~CCOM, LOCOM, and WCCCA These PSAPs provide dispatching service which include twenty-four hour per day staffing of dispatch personnel for dispatch of police, fire and medical service requests; services and for emergency and routine radio communications with police and fire user agencies; communications between users and other resources relating to the functions of user agencies; and other specific functions needed and requested by user agencies to aid in the performance of their functions.~~

~~PSAP dispatch personnel are trained in CPR (cardio pulmonary resuscitation (CPR) and EMD (emergency medical dispatch (EMD) techniques and will provide instructions for pre-arrival treatment if calling party is willing to perform treatment to ill or injured victims.~~

2. Radio System

~~The County is implementing a has both an 800-megahertz and a VHF radio system. Ambulance Providers are required to shall provide, install and utilize 800 megahertz radios that are compatible with required by the County system.~~

~~3. Emergency ambulance providers must and shall be able to communicate with all Clackamas County first response agencies on VHF and 800 megahertz Fire Defense Board 'A' bank template.~~

3. 4.—Emergency Ambulance Providers must shall meet requirements for communication with On-Line Medical Control, trauma communications and receiving hospitals established by the County EMS Medical Director.

4. 5.—Emergency Medical Services Dispatcher Training

All ~~Communication~~ dispatch centers handling EMS Calls will be required to operate under Emergency Medical Dispatch (EMD) and Priority Dispatch procedures approved by the County EMS Medical Director. EPAB may provide advice and consultation to the County EMS Medical Director in the development, evaluation and selection of EMD and Priority Dispatch systems. All persons assigned to EMS duties and call taking will be required to complete a prescribed training program in EMD.

5. Ambulance Providers shall follow dispatch and radio procedures as determined by member boards of each PSAP and the Fire Defense Board.

G. Changes by the Board

The Board reserves the right, after further addressing and considering the subjects or items as required by law, to change coordination provisions described in Sections 10.01.060.A through 10.01.060.F in order to provide for the effective and efficient provision of emergency medical services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.070 PROVIDER SELECTION

A. Initial Assignment of Ambulance Providers

Initial assignment of Ambulance Providers has been as follows:

1. The Molalla Rural Fire Protection District (RFPD) was assigned as the provider for the Molalla ASA under the 1991 Ambulance Service Plan, and will continue to provide service to that area.
2. The Canby Rural Fire Protection District was assigned as the provider for the Canby ASA under the 1991 Ambulance Service Plan, and will continue to provide service to that area.
3. American Medical Response was assigned as the provider for the Clackamas ASA in a competitive ~~request for proposal process~~ under the 1993 Ambulance Service Plan, ~~and will continue to provide service to that area, under the terms and conditions of the current franchise agreement, as amended.~~

B. Reassignment

1. An emergency reassignment may be made at any time for a period of up to one year if the Board determines that the inability or failure of a provider to perform in the delivery of ambulance services constitutes an emergency related to public health and safety.
2. Should an Ambulance Provider notify the County that it is no longer willing or able to provide service to an ASA, or should the County take action to terminate the agreement for service or assignment to the ASA, the County shall then select a replacement provider by a competitive selection process recommended by the County Administrator and approved by the Board.
3. At the end of the term of an agreement for ambulance service, the Board may extend the agreement, renegotiate the agreement, or seek a service provider by a method recommended by the County Administrator.

C. Application for an ASA

The County will solicit applications for an ASA from Ambulance Providers if it determines that additional providers are needed. The format for such applications will be determined by the County Administrator.

D. Notification of Vacating an ASA

Assignees and Franchisees ~~must~~shall comply with the requirements of franchise or assignment agreements in serving notice of intent to vacate an ASA. Generally these agreements contain performance security measures that are adequate to assure uninterrupted service. Any provider that does not have an agreement that specifies procedures for vacating an ASA ~~must~~shall give adequate notice and fully cooperate with the County in the takeover of ASA responsibilities.

E. Maintenance of Level of Service

1. In the event that any provider vacates an ASA, the County will consider reassignment of the ASA as provided in subsection (B) above.

2. In all agreements related to ASA assignments and franchises, the County intends to require adequate performance security to assure adequate services levels are maintained.
3. Revocation: Upon recommendation by the Department, or upon its own motion, and after proper notice and opportunity to correct, the Board may modify, revoke, or refuse to renew a franchise, ambulance permit, or ASA assignment upon finding that the franchise holder or provider has:
 - a. Violated this Plan, a County ordinance, the terms of a permit, franchise, assignment, or the conditions thereunder, or other State laws or regulations herein applicable; or
 - b. Materially misrepresented facts or information given in the application for a franchise, or materially misrepresented facts and justification of rate adjustments; or
 - c. Failed to provide adequate service in an assigned service area; or
 - d. Misrepresented the gross receipts from the franchise service area or such other reports required by the Board; or
 - e. Willfully charged rates in excess of those authorized by the Board; or
 - f. Generated an excessive number of investigated and confirmed complaints from police agencies, fire departments, health care facilities, the medical community, or the public concerning the provider's performance;
 - g. Failed conscientiously to comply with any and all requirements of this Plan; or
 - h. Failed to follow the requirements as listed in the permit, Request for Proposal or the franchise contract.
4. The Board shall notify the ambulance provider in writing of the alleged failure.
5. The County shall have the right to revoke a permit, ASA assignment or franchise if it finds that there has been a violation of the terms of the permit, assignment, or a major breach of the terms of the franchise. The County shall have the right to exercise immediate takeover of the franchise operations if it finds that there has been a major breach of the terms of the franchise, and, in the County's opinion, public health or safety are endangered thereby. Such action may be effective immediately at the direction of the County.
6. No franchise, permit, or ASA assignment shall be revoked without providing a right to a hearing in the matter. The Ambulance Provider shall have the right to appear and defend against the charges, and if desired, to be represented by counsel. In the event of an emergency or immediate situation, the hearing may be conducted after the takeover of the system.
7. The County will include, in its contract with the Ambulance Provider selected to serve the Clackamas ASA, notification and termination provisions to provide for performance security.
8. In areas of the County where geographic or other limitations might hinder the

adequate provision of ambulance services, the County may enter intergovernmental agreements with counties, cities or fire districts in order to provide efficient and effective ambulance service by means of public or private Ambulance Providers.

9. The assignments of Section 10.01.070.A shall be exclusive; however, such exclusivity shall not apply to:
 - a. Vehicles owned by or operated under the control of the United States Government or the State of Oregon;
 - b. Vehicles being used to render temporary assistance in the case of a disaster, or an emergency with which ambulance services of surrounding localities are unable to cope, or when directed to be used to render temporary assistance through an alarm/dispatch center or a public official at the scene of an accident;
 - c. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway serving the property of grounds is involved;
 - d. Any person who owns or who drives or attends a patient transported in a vehicle under this subsection 10.01.070.E.9;
 - e. Ambulance companies that provide service only to fulfill mutual service agreements, or non-emergency transportation contracts with specific organizations (if the County does not incorporate non-emergency ambulance services into an exclusive franchise agreement), provided the ambulance company and the organization are on a current basis identified and on file with the Department;
 - f. Vehicles operated solely for the transportation of lumber industry employees;
 - g. Transport of persons who do not require pre-hospital or out of hospital emergency assessment or treatment (if the County does not incorporate non-emergency ambulance services into an exclusive franchise agreement);
 - h. Transport of persons through an ASA, or patient delivery from another ASA.

F. Changes by the Board

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change ambulance provider selection procedure or standards, or service provisions, as described in Sections 10.01.070.A through 10.01.070.E, in order to provide for the effective and efficient provision of emergency medical services.

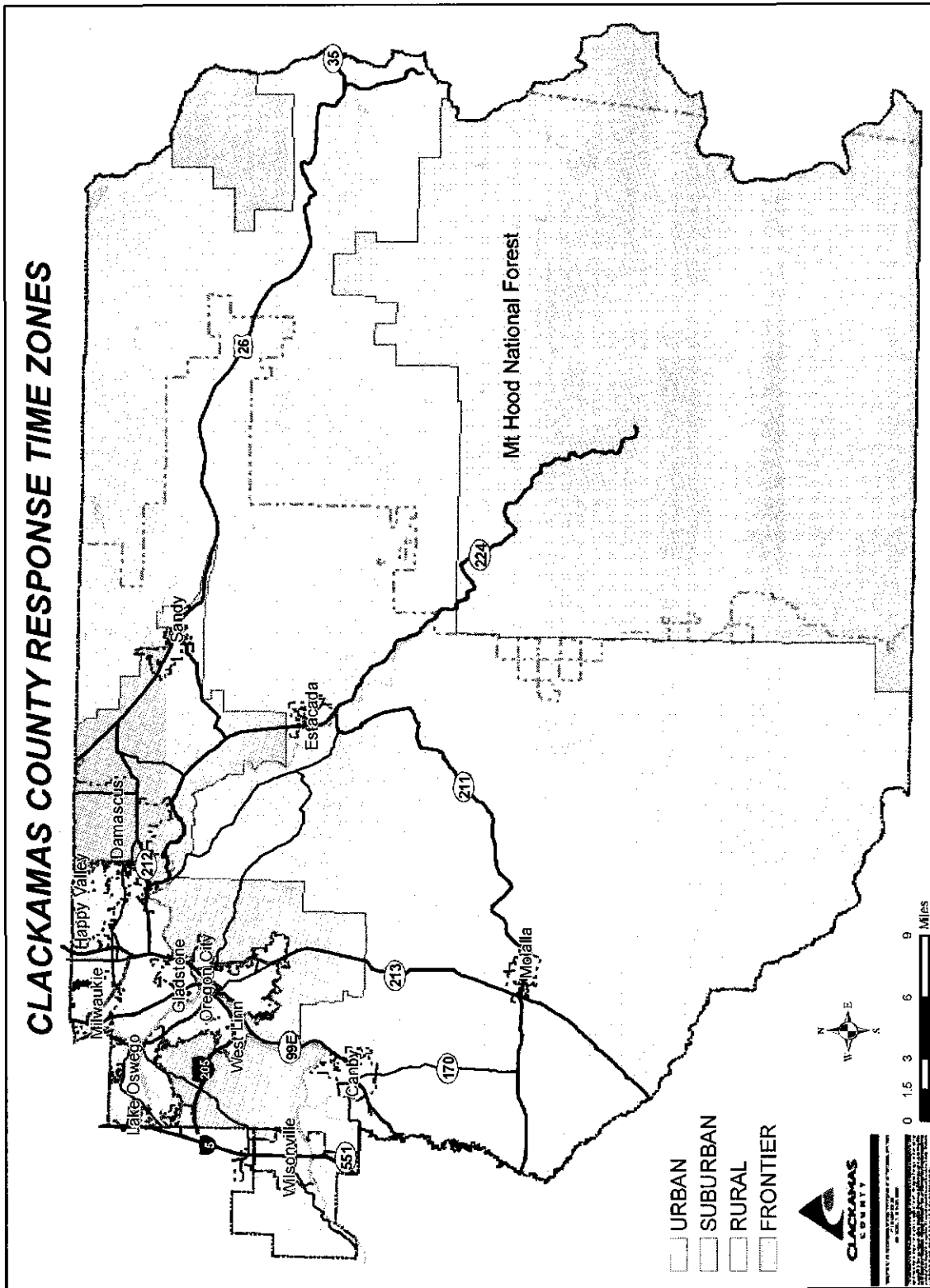
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.080 COUNTY ORDINANCES AND RULES

- A. Clackamas County Code Chapter 10.01, Ambulance Service, is the codified form of the County's Ambulance Service Plan, and is adopted by County ordinance.

APPENDIX A

Clackamas County Response Time Zone Map





3

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County
2012-13 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013**

Attached are the Resolution and exhibits to adopt the budget as published and approved by the Budget Committee and amended by the Clackamas County Board of Commissioners in accordance with state budget law, and impose taxes.

This Resolution establishes a budget for Clackamas County July 1, 2012 through June 30, 2013 inclusive of \$576,224,665.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution and exhibits.

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

In the Matter of Adopting a Budget, Making
Appropriations and Imposing and
Categorizing Taxes for the Period of July 1,
2012 through June 30, 2013, for
Clackamas County



ORDER NO.

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby amends the budget approved by the Clackamas County Budget Committee in compliance with Oregon Local Budget Law and as detailed in the attached Exhibit A which by this reference is made a part of this order.

BE IT RESOLVED that the Board of Commissioners of Clackamas County hereby adopts this amended budget in the total of \$576,224,665 and establishes appropriations as detailed in the attached Exhibit B, which by this reference is made a part of this order. This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2012-2013 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

- (1) At the rate of \$2.4042 per \$1,000 of assessed value for permanent rate tax in cities which provide their own police patrol service; and
- (2) At the rate of \$2.9766 per \$1,000 of assessed value for permanent rate tax in remaining cities and unincorporated areas; and
- (3) At the rate of \$0.2480 per \$1,000 of assessed value for local option tax

The above resolution statements were approved and declared adopted on this 28th day of June, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Exhibit A

CHANGES TO 2012-2013 APPROVED BUDGET

Expenditures	Approved by Budget Committee	Change	Revised Budget
General Fund			
Board of County Commissioners Materials and Services	140,678	(5,000)	135,678
County Counsel Materials and Services	116,950	(2,000)	114,950
Finance Administration Personnel Services	2,596,187	(36,488)	2,559,699
Public and Government Affairs Materials and Services	467,665	(50,000)	417,665
Nondepartmental Interfund Transfers	84,280,874	(129,000)	84,151,874
Nondepartmental Contingency	4,136,939	222,488	4,359,427
<hr/>			
Records Management			
Personnel Services	558,600	(76,800)	481,800
<hr/>			
Cable Administration			
Materials and Services	618,284	(50,000)	568,284
<hr/>			
Emergency Management			
Personnel Services	1,439,365	(50,000)	1,389,365
<hr/>			
Tourism Development			
Materials and Services	2,543,104	(20,000)	2,523,104
<hr/>			
Health Housing and Human Services Administration			
Materials and Services	405,421	(5,000)	400,421
<hr/>			
County Parks			
Materials and Services	907,597	(3,000)	904,597
<hr/>			
Resolution Services			
Personnel Services	972,278	(1,000)	971,278
<hr/>			
District Attorney			
Personnel Services	8,258,728	67,640	8,326,368
Materials and Services	2,334,055	(67,640)	2,266,415
<hr/>			

Budget as approved by Budget Committee	576,430,465
Changes made by Board of County Commissioners	(205,800)
Adopted Budget	<u>576,224,665</u>

**SUMMARY OF BUDGETED APPROPRIATIONS
CLACKAMAS COUNTY, OREGON
FISCAL YEAR 2012-2013**

		BUDGETED
<u>GENERAL FUND (by organizational unit)</u>		
100	Board of County Commissioners	1,318,132
100	County Administration	1,633,562
100	County Counsel	1,901,616
100	Employee Services Administration	2,679,823
100	Risk & Benefits Administration	2,127,392
100	County Assessor	6,805,140
100	County Clerk	3,140,465
100	County Surveyor	908,507
100	Finance Administration	3,461,687
100	County Treasurer	621,804
100	Water Environment Services Payroll	10,707,680
100	Public & Government Affairs	1,988,245
100	Purchasing	817,338
100	County Courier	90,895
100	Mail Operations	601,929
100	North Clackamas Parks & Recreation District Payroll	4,450,969
100	Development Agency Payroll	648,108
100	Non-Departmental	106,517,660
	FUND TOTAL	150,420,952
<u>GENERAL FUND (by budgetary category)</u>		
100	Personnel Services	35,976,066
100	Materials & Services	13,378,401
100	Debt Service	244,303
100	Capital Outlay	5,000
100	Interfund Transfers	84,151,874
100	Reserve for Future Expenditures	12,305,881
100	Contingency	4,359,427
	FUND TOTAL	150,420,952
<u>COUNTY FAIR FUND</u>		
201	Personnel Services	539,000
201	Materials & Services	997,750
201	Capital Outlay	71,900
201	Contingency	141,763
	FUND TOTAL	1,750,413
<u>COUNTY SCHOOL FUND</u>		
204	Materials & Services	1,300
	FUND TOTAL	1,300
<u>BUILDING CODES FUND (formerly Development Services Fund)</u>		
205	Personnel Services	2,703,660
205	Materials & Services	1,327,900
205	Contingency	302,439
	FUND TOTAL	4,333,999

BUDGETED

PUBLIC SAFETY LOCAL OPTION LEVY FUND

206	Personnel Services	8,024,282
206	Materials & Services	1,733,081
206	Contingency	864,738
206	Reserve for Future Expenditures	1,605,891
	FUND TOTAL	<u>12,227,992</u>

CLACKAMAS COUNTY RESOLUTION SVCS FUND (formerly Family Court Svcs Fund)

207	Personnel Services	971,728
207	Materials & Services	303,185
	FUND TOTAL	<u>1,274,913</u>

BUSINESS & ECONOMIC DEVELOPMENT FUND

208	Personnel Services	1,319,715
208	Materials & Services	1,114,064
208	Interfund Transfers	1,580,655
208	Contingency	433,186
	FUND TOTAL	<u>4,447,620</u>

EMERGENCY MANAGEMENT FUND

209	Personnel Services	1,389,365
209	Materials & Services	1,151,083
209	Capital Outlay	366,216
209	Reserve for Future Expenditures	443,872
	FUND TOTAL	<u>3,350,536</u>

LAW LIBRARY FUND

211	Personnel Services	188,992
211	Materials & Services	313,774
211	Contingency	220,000
211	Reserve for Future Expenditures	172,508
	FUND TOTAL	<u>895,274</u>

LIBRARY SERVICES FUND (formerly Library Network Fund)

212	Personnel Services	2,614,978
212	Materials & Services	7,373,105
212	Contingency	24,134
	FUND TOTAL	<u>10,012,217</u>

PARKS FUND

213	Personnel Services	1,179,543
213	Materials & Services	904,597
213	Capital Outlay	207,459
213	Contingency	150,000
	FUND TOTAL	<u>2,441,599</u>

PLANNING FUND

214	Personnel Services	2,027,251
214	Materials & Services	906,432
214	Interfund Transfers	150,000
214	Contingency	5,990
	FUND TOTAL	<u>3,089,673</u>

ROAD FUND

215	Personnel Services	15,722,531
215	Materials & Services	13,454,095
215	Capital Outlay	2,737,000
215	Interfund Transfers	2,513,808
215	Contingency	1,773,956
215	Reserve for Future Expenditures	1,000,000
	FUND TOTAL	<u>37,201,390</u>

BUDGETED

<u>SHERIFF FUND</u>		
216	Personnel Services	47,666,777
216	Materials & Services	13,715,836
216	Capital Outlay	660,109
216	Interfund Transfers	1,279,298
	FUND TOTAL	<u>63,322,020</u>
<u>CODE ENFORCEMENT & SUSTAINABILITY FUND</u> (Formerly Community Environment Fund)		
217	Personnel Services	1,582,839
217	Materials & Services	1,251,910
217	Capital Outlay	181,000
217	Interfund Transfers	100,000
217	Contingency	760,515
	FUND TOTAL	<u>3,876,264</u>
<u>PROPERTY MANAGEMENT FUND</u>		
218	Personnel Services	101,637
218	Materials & Services	236,130
218	Contingency	33,941
	FUND TOTAL	<u>371,708</u>
<u>COMMUNITY CORRECTIONS FUND</u>		
219	Personnel Services	8,352,831
219	Materials & Services	2,772,912
219	Capital Outlay	9,000
	FUND TOTAL	<u>11,134,743</u>
<u>DISTRICT ATTORNEY FUND</u>		
220	Personnel Services	8,326,368
220	Materials & Services	2,266,415
	FUND TOTAL	<u>10,592,783</u>
<u>JUSTICE COURT FUND</u>		
221	Personnel Services	867,207
221	Materials & Services	1,888,298
221	Interfund Transfers	907,479
221	Contingency	1,144,495
	FUND TOTAL	<u>4,807,479</u>
<u>TRANSPORTATION SDC FUND</u>		
223	Materials & Services	133,741
223	Debt Service	791,200
223	Interfund Transfers	233,830
223	Contingency	2,747,710
	FUND TOTAL	<u>3,906,481</u>
<u>PUBLIC LAND CORNER PRESERVATION FUND</u>		
224	Personnel Services	535,632
224	Materials & Services	173,384
224	Contingency	216,084
	FUND TOTAL	<u>925,100</u>
<u>SUNNYSIDE VILLAGE PARK ROAD FRONTAGE CONSTRUCTION FUND</u>		
225	Materials & Services	135,234
	FUND TOTAL	<u>135,234</u>
<u>SUNNYSIDE VILLAGE PARK ACQUISITION FUND</u>		
226	Materials & Services	403,063
	FUND TOTAL	<u>403,063</u>

BUDGETED

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION FUND

227	Materials & Services	107,044
227	Debt Service	1,140,636
227	Interfund Transfers	600,000
	FUND TOTAL	<u>1,847,680</u>

HEALTH, HOUSING & HUMAN SERVICES ADMINISTRATION FUND

(formerly Human Services Administration Fund)

240	Personnel Services	751,993
240	Materials & Services	400,421
240	Interfund Transfers	10,000
	FUND TOTAL	<u>1,162,414</u>

CLACKAMAS MENTAL HEALTH ORGANIZATION MHO FUND

241	Personnel Services	2,344,048
241	Materials & Services	17,209,194
241	Interfund Transfers	674,979
241	Contingency	2,503,056
	FUND TOTAL	<u>22,731,277</u>

SOCIAL SERVICES FUND

242	Personnel Services	7,129,298
242	Materials & Services	10,189,245
242	Capital Outlay	55,500
242	Reserve for Future Expenditures	536,669
242	Contingency	13,244
	FUND TOTAL	<u>17,923,956</u>

COMMUNITY DEVELOPMENT FUND

244	Personnel Services	948,751
244	Materials & Services	6,293,700
	FUND TOTAL	<u>7,242,451</u>

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

245	Personnel Services	2,907,245
245	Materials & Services	1,891,354
	FUND TOTAL	<u>4,798,599</u>

CHILDREN YOUTH & FAMILIES FUND (formerly Office for Children & Families Fund)

246	Personnel Services	931,353
246	Materials & Services	3,640,328
	FUND TOTAL	<u>4,571,681</u>

DOG SERVICES FUND

247	Personnel Services	1,067,896
247	Materials & Services	659,724
247	Contingency	16,891
	FUND TOTAL	<u>1,744,511</u>

BUDGETED

<u>COMMUNITY HEALTH FUND</u>		
249	Personnel Services	29,200,418
249	Materials & Services	23,360,035
249	Capital Outlay	1,118,000
249	Interfund Transfers	1,012,477
249	Contingency	7,602,338
	FUND TOTAL	<u>62,293,268</u>
<u>EMPLOYER CONTRIBUTION RESERVE FUND</u>		
250	Reserve for Future Expenditures	2,272,953
	FUND TOTAL	<u>2,272,953</u>
<u>COUNTY SAFETY NET LEGISLATION LOCAL PROJECTS FUND</u>		
251	Materials & Services	2,009,123
	FUND TOTAL	<u>2,009,123</u>
<u>TRANSIENT ROOM TAX FUND</u>		
255	Materials & Services	56,100
255	Interfund Transfers	3,070,572
	FUND TOTAL	<u>3,126,672</u>
<u>JUVENILE FUND</u>		
260	Personnel Services	4,798,544
260	Materials & Services	3,559,606
260	Capital Outlay	5,000
	FUND TOTAL	<u>8,363,150</u>
<u>PUBLIC SERVICES BUILDING DEBT SERVICE FUND</u>		
314	Debt Service	964,027
	FUND TOTAL	<u>964,027</u>
<u>PUBLIC SAFETY TRAINING CENTER DEBT SERVICE FUND</u>		
315	Debt Service	379,298
	FUND TOTAL	<u>379,298</u>
<u>DEVELOPMENT SERVICES BUILDING DEBT SERVICE FUND</u>		
317	Debt Service	3,767,081
	FUND TOTAL	<u>3,767,081</u>
<u>SHERIFF FACILITIES DEBT SERVICE FUND</u>		
318	Debt Service	2,627,000
	FUND TOTAL	<u>2,627,000</u>
<u>DTD CAPITAL PROJECTS FUND</u>		
416	Capital Outlay	10,991,249
416	Contingency	21,915
	FUND TOTAL	<u>11,013,164</u>
<u>FLEET REPLACEMENT RESERVE FUND</u>		
418	Reserve for Future Expenditures	180,924
	FUND TOTAL	<u>180,924</u>

BUDGETED

<u>CAPITAL PROJECTS RESERVE FUND</u>		
420	Materials & Services	306,835
420	Interfund Transfers	2,294,430
420	Capital Outlay	8,547,093
420	Reserve for Future Expenditures	4,121,018
420	Contingency	250,529
	FUND TOTAL	<u>15,519,905</u>
<u>CLACKAMAS BROADBAND INNOVATION INITIATIVE FUND</u>		
422	Personnel Services	268,626
422	Materials & Services	202,465
422	Capital Outlay	2,714,336
	FUND TOTAL	<u>3,185,427</u>
<u>LID CONSTRUCTION FUND</u>		
510	Materials & Services	100,250
510	Contingency	421,866
	FUND TOTAL	<u>522,116</u>
<u>LID - 2000 FUND</u>		
514	Debt Service	470,908
	FUND TOTAL	<u>470,908</u>
<u>STONECREEK GOLF COURSE FUND</u>		
601	Materials & Services	2,193,165
601	Debt Service	473,831
601	Interfund Transfers	100,000
601	Capital Outlay	77,500
601	Contingency	86,164
	FUND TOTAL	<u>2,930,660</u>
<u>CABLE ADMINISTRATION FUND</u>		
740	Personnel Services	389,806
740	Materials & Services	568,284
740	Interfund Transfers	200,000
740	Capital Outlay	290,000
740	Reserve for Future Expenditures	96,292
	FUND TOTAL	<u>1,544,382</u>
<u>RECORDS MANAGEMENT FUND</u>		
742	Personnel Services	481,800
742	Materials & Services	271,393
742	Contingency	166,956
	FUND TOTAL	<u>920,149</u>
<u>FACILITIES MANAGEMENT FUND</u>		
744	Personnel Services	2,881,676
744	Materials & Services	5,277,230
744	Capital Outlay	17,000
744	Contingency	80,989
	FUND TOTAL	<u>8,256,895</u>
<u>TELECOMMUNICATIONS SERVICES FUND (formerly Electronic Services Fund)</u>		
746	Personnel Services	806,426
746	Materials & Services	1,769,423
746	Capital Outlay	221,906
746	Reserve for Future Expenditures	55,880
	FUND TOTAL	<u>2,853,635</u>

BUDGETED

<u>TECHNOLOGY SERVICES FUND (formerly Information Services Fund)</u>		
747	Personnel Services	5,818,867
747	Materials & Services	3,731,825
747	Interfund Transfers	150,000
747	Capital Outlay	350,000
747	Reserve for Future Expenditures	76,000
747	Contingency	150,000
	FUND TOTAL	<u>10,276,692</u>
<u>CENTRAL DISPATCH FUND</u>		
748	Personnel Services	4,893,796
748	Materials & Services	889,479
748	Capital Outlay	20,000
748	Reserve for Future Expenditures	777,863
748	Contingency	100,000
	FUND TOTAL	<u>6,681,138</u>
<u>SELF-INSURANCE FUND</u>		
760	Materials & Services	2,925,525
760	Reserve for Future Expenditures	258,496
760	Contingency	3,269,579
	FUND TOTAL	<u>6,453,600</u>
<u>RISK MANAGEMENT CLAIMS FUND</u>		
761	Materials & Services	4,156,585
761	Reserve for Future Expenditures	1,773,414
761	Contingency	4,288,483
	FUND TOTAL	<u>10,218,482</u>
<u>FLEET SERVICES FUND (formerly Motor Pool)</u>		
770	Personnel Services	1,007,455
770	Materials & Services	3,695,653
770	Capital Outlay	1,055,500
770	Contingency	25,000
	FUND TOTAL	<u>5,783,608</u>
<u>SHERIFF'S OFFICE RETIREE MEDICAL FUND (formerly Comm Ofcrs Med)</u>		
819	Materials & Services	452,318
819	Contingency	2,860,523
	FUND TOTAL	<u>3,312,841</u>
<u>TOURISM DEVELOPMENT COUNCIL FUND</u>		
840	Personnel Services	850,989
840	Materials & Services	2,523,104
840	Contingency	295,000
	FUND TOTAL	<u>3,669,093</u>
<u>PARKS TRUST FUND</u>		
850	Materials & Services	307,010
850	Interfund Transfers	914,725
850	Capital Outlay	1,192,500
850	Reserve for Future Expenditures	230,010
850	Contingency	770,053
	FUND TOTAL	<u>3,414,298</u>
<u>TAX TITLE LAND FUND</u>		
853	Materials & Services	268,854
	FUND TOTAL	<u>268,854</u>

	<u>BUDGETED</u>
GRAND TOTAL	<u><u>576,224,665</u></u>
TOTAL APPROPRIATED	550,316,994
TOTAL UNAPPROPRIATED (Reserve for Future Expenditures)	<u>25,907,671</u>
GRAND TOTAL	<u><u>576,224,665</u></u>

Category Summary

Personnel Services	207,569,389
Materials & Services	164,950,962
Capital Outlay	30,893,268
Debt Service	10,858,284
Interfund Transfers	99,944,127
Contingency	36,100,964
Reserve for Future Expenditures	<u>25,907,671</u>
	<u><u>576,224,665</u></u>



4

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Enhanced Law Enforcement District
2012-13 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013**

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2012-2013 fiscal year.

This Resolution establishes a budget for the Enhanced Law Enforcement District July 1, 2012 through June 30, 2013 inclusive of \$5,369,048.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane D. Padilla".

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

In the Matter of Adopting a Budget, Making
Appropriations and Imposing and
Categorizing Taxes for the Period of July 1,
2012 through June 30, 2013, for the
Enhanced Law Enforcement District



ORDER NO.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2012-2013 in the total of \$5,369,048 and establishes appropriations as follows:

General Fund

Materials & Services	\$5,185,803.
Debt Service	<u>183,245.</u>
Total	<u>\$5,369,048.</u>

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2012-2013 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.7198 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 28th day of June, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
Enhanced Law Enforcement District

Chair

Recording Secretary

5



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Adopting the Clackamas County Extension and 4-H Service District
2012-13 Fiscal Year Budget, making Appropriations and Imposing and
Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013**

Attached is the Resolution to adopt the budget as published and approved by the Budget Committee in accordance with state budget law, and to impose a tax rate for the 2012-2013 fiscal year.

This Resolution establishes a budget for the Clackamas County Extension and 4-H Service District July 1, 2012 through June 30, 2013 inclusive of \$3,682,905.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Resolution.

Sincerely,

Diane D. Padilla
Budget Manager

For information on this issue or copies of attachments
please contact Diane Padilla at (503) 742-5425

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

In the Matter of Adopting a Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012 through June 30, 2013, for the Clackamas County Extension and 4-H Service District



ORDER NO.

BE IT RESOLVED that the Board of County Commissioners of Clackamas County hereby adopts the budget for fiscal year 2012-2013 in the total of \$3,682,905 and establishes appropriations as follows:

General Fund

Materials & Services	\$1,365,702.
Contingency	<u>317,203.</u>
Total	<u>\$1,682,905.</u>
(Unappropriated Reserves)	\$2,000,000.

This budget is now on file at 2051 Kaen Road, in Oregon City, Oregon.

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed for tax year 2012-2013 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.0500 per \$1,000 of assessed value for permanent rate tax.

The above resolution statements were approved and declared adopted on this 28th day of June, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
Clackamas County Extension and 4-H Service District

Chair

Recording Secretary



6

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Adopting a 2012-13 Fiscal Year Budget,
making Appropriations and Imposing and Categorizing Taxes
for the Period of July 1, 2012 through June 30, 2013**

The attached Resolution adopts the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2012-2013 fiscal year.

This Resolution will establish a budget for the Clackamas County Library Service District in the amount of **\$14,135,464**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Sincerely,

Gary Barth
Director of Business and Community Services

For more information on this issue or copies of attachments
please contact Laura Zentner at (503) 742-4351

A Resolution of the Clackamas County Board of Commissioners Adopting a 2012-13 Fiscal Year Budget, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2012, through June 30, 2013

Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the Library Service District of Clackamas County for the period of July 1, 2012 through June 30, 2013, inclusive, have been prepared, published, and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 20, 2012; and,

WHEREAS, ORS 294.456 requires districts to make appropriations, impose and categorize the tax levy when adopting the budget.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The budget is hereby adopted for the fiscal year 2012-2013 in the amount of **\$14,135,464**. The budget appropriation categories are established as follows:

General Fund

Materials & Services	\$ 11,136,591
Interfund Transfer	<u>2,998,873</u>
Total	<u>\$ 14,135,464</u>

The following ad valorem property taxes are hereby imposed for tax year 2012-2013 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitations:

At the rate of \$0.3974 per \$1,000 of assessed value for permanent rate tax.

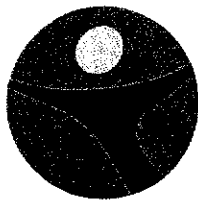
ADOPTED this 28th day of June, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the Library Service District of Clackamas County

Charlotte Lehan, Chair

Recording Secretary



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

7

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution for Adopting a 2012-13 Fiscal Year Budget,
making Appropriations and Imposing and Categorizing Taxes
for the Period of July 1, 2012 through June 30, 2013**

The attached Resolution and exhibit are to adopt the budget as published and approved by the Budget Committee, and in accordance with the state budget law, to make appropriations and to impose and categorize taxes for the 2012-13 fiscal year.

This Resolution will establish a budget for North Clackamas Parks and Recreation District in the amount of **\$22,095,303**.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached resolution as presented.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary Barth', written over a faint, larger signature.

Gary Barth
Director

For more information on this issue or copies of attachments
Please contact Laura Zentner at 503-742-4351.

A Resolution of the Clackamas
County Board of Commissioners
Adopting a 2012-13 Fiscal Year Budget,
Making Appropriations and Imposing and
Categorizing Taxes for the Period of
July 1, 2012 through June 30, 2013

Resolution No.

WHEREAS, the proposed expenditures and resources constituting the budget for the North Clackamas Parks and Recreation District, Clackamas County, Oregon, for the period of July 1, 2012 through June 30, 2013, inclusive, has been prepared, published and approved by the Budget Committee, and that the matters discussed at the public hearing were taken into consideration, as provided by statute; and,

WHEREAS, in accordance with ORS 294.438 the notice of this public hearing and a financial summary was published in the Clackamas Review on June 20, 2012; and,

WHEREAS, ORS 294.456 requires districts to make appropriations, impose and categorize the tax levy when adopting the budget.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

The budget is hereby adopted for the fiscal year 2012-2013 in the amount of **\$22,095,303** and establishes appropriation as shown in the attached Exhibit A, which by this reference is made a part of this resolution.

The following ad valorem property taxes are hereby imposed for tax year 2012-2013 upon the assessed value of all taxable property within the district and categorized for purposes of Article XI section 11b as subject to General Government Limitation:

At the rate of \$0.5382 per \$1,000 of assessed value for permanent rate tax.

ADOPTED this 28th day of June, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Acting as the governing body of the
North Clackamas Parks & Recreation District

Charlotte Lehan, Chair

Recording Secretary

North Clackamas Parks and Recreation District
Fiscal Year 2012-2013
Exhibit A

General Fund

Administration Division	\$ 1,075,733
Parks Maintenance Division	\$ 1,680,569
Program Services Division	\$ 987,534
Milwaukie Center Division	\$ 674,299
Aquatic Park Division	\$ 1,777,457
Community Relations	\$ 338,602
Planning Division	\$ 409,671
Natural Resources	\$ 481,802
Non-departmental	
Transfers to Other Funds	\$ 857,400
Contingency	\$ 1,557,154
	<u>\$ 9,840,221</u>

Nutrition & Transportation Fund

Nutrition Division	\$ 518,179
Transportation Division	\$ 172,299
Non-departmental	
Transfers to Other Funds	\$ 60,000
Contingency	\$ 534,129
	<u>\$ 1,284,607</u>

System Development Charge District-wide Fund

Transfers to Other Funds	\$ 1,244,000
Reserve (Unappropriated)	\$ 562,685
	<u>\$ 1,806,685</u>

System Development Charge Zone 1 Fund

Transfers to Other Funds	\$ 3,411
	<u>\$ 3,411</u>

System Development Charge Zone 2 Fund

Transfers to Other Funds	\$ 226,088
	<u>\$ 226,088</u>

System Development Charge Zone 3 Fund

Transfers to Other Funds	\$ 1,221,280
	<u>\$ 1,221,280</u>

Debt Service Fund - Series 2010

Materials and Services	\$ 1,000
Debt Service	\$ 495,000
Reserve (Unappropriated)	\$ 93,192
	<u>\$ 589,192</u>

Debt Service Fund - Series 2008

Materials and Services	\$ 1,000
Debt Service	\$ 562,000
Reserve (Unappropriated)	\$ 107,928
	<u>\$ 670,928</u>

Capital Projects Fund

Capital Outlay	\$ 2,573,297
Transfers	\$ 1,921,937
	<u>\$ 4,495,234</u>

Fixed Asset Replacement

Materials and Services	\$ 25,000
Capital Outlay	\$ 974,552
Contingency	\$ 958,105
	<u>\$ 1,957,657</u>

Grand Total \$ 22,095,303

Total Appropriated	\$ 21,331,498
Total Unappropriated	\$ 763,805
	<u>\$ 22,095,303</u>



 COPY 8

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 28, 2011

Development Agency Board
Clackamas County

Members of the Board:

**A BOARD ORDER ADOPTING AND APPROPRIATING FUNDS
FOR THE 2012-13 BUDGET FOR THE
CLACKAMAS COUNTY DEVELOPMENT AGENCY**

Attached is the FY 2012-13 budget for the Clackamas County Development Agency (Tax Increment Financing Districts). The budget consists of "General Operating Funds" for the Clackamas Town Center (CTC), Clackamas Industrial (CIA) Development Areas, Government Camp Village (GOVY) and North Clackamas Revitalization Area (NCRA) TIF Districts. It includes "Tax Increment Funds" for debt service and interfund transfers.

The Development Agency Budget Committee conducted a public meeting on the proposed budget May 24, 2012. The Committee approved the proposed budget and recommends Board approval of the attached Development Agency Budget.

The Government Camp Revitalization Advisory Committee has reviewed the Government Camp Revitalization District budget and recommends its approval.

The attached Order adopts and appropriates funds for the Development Agency Budget July 1, 2012 through June 30, 2013, inclusive and directs copies of the Budget be transmitted to the County Clerk and Assessor.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Order adopting and appropriating funds for the FY 2012-13 Clackamas County Development Agency Budget.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Johnson'.

Dan Johnson,
Development Agency Manager

Attachment

For more information on this item, please contact Dan Johnson at (503)353-4325 or email at danj@co.clackamas.or.us

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

In the Matter of Adopting and
Appropriating Funds for the
2012-13 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Districts)



ORDER NO.:
PAGE 1 of 3

THIS MATTER COMING before the Board of County Commissioners, acting as the governing body of the Clackamas County Development Agency, and it appearing to the Board that the operating expenditures and revenues constituting the operating fund and debt service fund budgets for the Clackamas Town Center Development Area and the operating fund budget for the Clackamas Industrial Development Area, and operating fund budget for the Government Camp Village Revitalization Area, and the operating fund and debt service fund budgets for the North Clackamas Revitalization Area, all of which are tax increment financing districts for the period of July 1, 2012 through June 30, 2013 inclusive, have been prepared and published and submitted to the taxpayers for recommendation at a public hearing held on June 28, 2012 as provided by statute, and

IT FURTHER APPEARING to the Board that the opportunity for public comment was made available to any resident of the tax increment financing district or the general County, and

IT FURTHER APPEARING to the Board the Clackamas County Development Agency Budget Committee conducted a public meeting on the proposed FY 2012-13 budget on May 24, 2012 and approved the budget and recommends Board approval,

NOW THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the operating fund budget and debt service fund budget for the Clackamas Town Center Development Area is appropriated as follows:

OPERATING FUND

Material and Services	\$ 1,616,433.00
Capital Outlay	\$ 10,033,377.00
Special Expenditures (Contingency)	\$ <u>530,486.00</u>

TOTAL OPERATING FUND EXPENDITURES \$ 12,180,296.00

DEBT SERVICE FUND

Debt Service	\$ 7,756,384.00
Special Expenditures (Contingency)	\$ <u>10,100,000.00</u>

TOTAL DEBT SERVICE FUND \$ 17,856,384.00

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

In the Matter of Adopting and
Appropriating Funds for the
2012-13 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Districts)



ORDER NO.:
PAGE 2 of 3

IT IS FURTHER RESOLVED AND ORDERED
that the operating fund budget for the *Clackamas Industrial Development Area* is appropriated
as follows:

OPERATING FUND	
Material and Services	\$ 466,320.00
Capital Outlay	\$ 2,977,050.00
Special Expenditures (Contingency)	<u>\$ 654,092.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 4,097,462.00

IT IS FURTHER RESOLVED AND ORDERED
that the operating fund budget for the *Government Camp Village Revitalization Area* is
appropriated as follows:

OPERATING FUND	
Material and Services	\$ 129,009.00
Capital Outlay	\$ 1,091,500.00
Special Expenditures (Contingency)	<u>\$ 172,410.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 1,392,919.00

IT IS FURTHER RESOLVED AND ORDERED
that the operating fund budget and debt service fund budget for the *North Clackamas
Revitalization Area* is appropriated as follows:

OPERATING FUND	
Material and Services	\$ 821,461.00
Capital Outlay	\$ 2,410,000.00
Special Expenditures (Contingency)	<u>\$ 157,538.00</u>
TOTAL OPERATING FUND EXPENDITURES	\$ 3,388,999.00

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

In the Matter of Adopting and
Appropriating Funds for the
2012-13 Budget for the Clackamas
County Development Agency (Tax
Increment Financing Districts)



ORDER NO.:
PAGE 3 of 3

DEBT SERVICE FUND

Debt Service	\$ 556,240.00
Interfund transfer to Fund 453	\$ 1,500,000.00
Special Expenditures (Contingency)	\$ <u>399,089.00</u>
 TOTAL DEBT SERVICE FUND	 \$ 2,455,329.00

IT IS FURTHER RESOLVED AND ORDERED

that the FY 2012-13 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the Clackamas Town Center Development Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457, including the maximum amount to be raised through the imposition of a special levy; and

IT IS FURTHER RESOLVED AND ORDERED

that the FY 2012-13 ad valorem tax, all of which is subject to the General Government Limitation set forth in section 11b, Article XI of the Oregon Constitution, is certified to the County Assessor for the North Clackamas Revitalization Plan Area in the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457; and

IT IS FURTHER RESOLVED AND ORDERED

that the Development Agency Board hereby adopts the budget for fiscal year 2012-13 in the total of \$ 69,818,315.00 now on file at the Development Service Building, and that this order is entered into the Commissioners' Journal as of July 1, 2012.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Development Agency

DATED THIS 28TH DAY OF JUNE 2012

Charlotte Lehan, Chair

Recording Secretary



COPY

9

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AND PUBLIC HEARING ADOPTING AND APPROPRIATING
FUNDS FOR THE 2012-2013 GENERAL FUND FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 5**

Clackamas County Service District No. 5 supplies street lighting service to un-incorporated Clackamas County and to the cities of Happy Valley and Damascus. The cost of street lighting is paid by direct assessment of benefiting property owners within the District.

Last year the district instituted a rate reduction for 9 of the 10 rate categories in order to try to avoid any further increase in the ending fund balance. This rate reduction enabled the district to produce the intended result to decrease the district's ending fund balance, however; the 5 year budget forecast shows that the current street lighting rates are insufficient to meet the expenses for the district and provide an adequate reserve.

Therefore this year the district is recommending a 4% increase of rates in all 10 rate categories. This slight increase in rates is necessary to provide revenue that will meet the district's expenses and maintain an adequate ending fund balance, to accommodate the first five (5) months of electricity bills for the next fiscal year.

The district believes that with this rate adjustment the proposed rate structure will allow the district to continue to achieve its goal of having each rate cover its respective electrical costs plus a uniform percentage of district expenditures and reserves.

The Budget Committee for the District met and approved the proposed budget at a public meeting on May 24, 2012. A public hearing will be held on June 28, 2012, to hear public input on the proposed 2012-2013 budget and the companion rate schedule. This hearing has been duly advertised in the local newspaper.

RECOMMENDATION

It is recommended that the Board approve this Order adopting the proposed 2012-2013 budget for Clackamas County Service District No. 5.

For additional information, please contact Kevin Noreen at 503-742-4657.

Sincerely,

Kevin Noreen, Program Manager
Clackamas County Service District No. 5

COPY

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

In the Matter of Adopting and
Appropriating Funds for the
2012-2013 General Fund for
Clackamas County Service
District No. 5



ORDER NO.
Page 1 of 1

This matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that the operating expenditures and revenues constituting the General Fund budget for Clackamas County Service District No. 5 for the period of July 1, 2012 to June 30, 2013, inclusive, have been prepared, published, and submitted to the taxpayers for recommendations at a public hearing held on June 28, 2012, as provided by statute; and,

It further appearing to the Board that opportunity was given for public testimony at said public hearing; now, therefore,

IT IS HEREBY ORDERED that the General Fund budget for Clackamas County Service District No. 5 be adopted and funds appropriated as follows:

GENERAL FUND

Materials and Services	\$ 1,908,390
Special Expenditures	
Reserve for Future Expenditure	624,059
Contingency	<u>192,893</u>
TOTAL GENERAL FUND EXPENDITURES	\$ 2,725,342

IT IS FURTHER ORDERED that this Order be entered into the Commissioners' Journal as of July 1, 2012.

ADOPTED this 28th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Service District No. 5

Chair

Recording Secretary



COPY

10

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AND PUBLIC HEARING SETTING RATES FOR
STREET LIGHTING SERVICE CHARGES IN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 5**

Clackamas County Service District No. 5 supplies street lighting service to unincorporated Clackamas County and the cities of Happy Valley and Damascus. The cost of street lighting is paid by direct assessment of benefiting property owners within the district. Rates for the District were last set on June 23, 2011, by Board Order No. 2011-48.

The recommended budget of \$2,725,342 for the 2012-2013 fiscal year proposes changes in all ten existing rates the District charges property owners benefiting from street lighting service. The proposed rate schedule is projected to produce revenue at a level that will meet the expenses of the district as well as result in a forecasted ending fund balance of \$905,231, which would accommodate a sufficient reserve for future expenditures to cover the first five months of the District expenses until revenues become available in November.

The Service District No. 5 Budget Advisory Committee approved a recommendation for the proposed rate structure as illustrated in the attached proposed Board Order and Budget Report.

This rate schedule hearing was duly advertised in the local newspaper.

RECOMMENDATION

It is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5 approve this Order which will adopt the new rate schedule for Clackamas County Service District No. 5.

For additional information, please contact Kevin Noreen at 503-742-4699.

Sincerely,

Kevin Noreen, Program Manager
Clackamas County Service District No. 5

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

In the Matter of an Order Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



ORDER NO.
Page 1 of 4

This matter coming before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board that rates for street light service in Clackamas County Service District No. 5 were last set by Order No. 2011-48, and

It further appearing that the rates charged are user fees, and that such assessments are a revenue source essential to the continuing viability of Service District No. 5, and

It further appearing to the Board that rate schedules as established by Commissioners' Order No. 2011-48, should be changed to reflect the cost of providing street lighting service in the District for fiscal year 2012-2013 as follows:

Rate Schedule A = \$ 34.32/Tax Lot/Year
Rate Schedule B = \$ 46.80/Tax Lot/Year
Rate Schedule C = \$ 66.56/Tax Lot/Year
Rate Schedule D = \$ 1.14/Frontage Foot/Tax Lot/Year
Rate Schedule E = \$ 17.67 /Tax Lot/Year
Rate Schedule F = \$ 67.60/Tax Lot/Year
Rate Schedule H = \$ 88.40/Tax Lot/Year
Rate Schedule J = \$ 117.52/Tax Lot/Year
Rate Schedule K = \$ 81.12/Tax Lot/Year
Rate Schedule R = \$ 252.72/Tax Lot/Year

RATE SCHEDULE A

Residential lots having access to and benefited by the installation and maintenance of District owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily District owned and mounted on poles used exclusively for street lights.

RATE SCHEDULE B

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily cobra type lights, owned by PGE, mounted on existing PGE owned distribution poles, and served by overhead wiring.

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

In the Matter of an Order Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



ORDER NO.
Page 2 of 4

RATE SCHEDULE C

Residential lots having access to and benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are generally cobra type lights on gray fiberglass or aluminum poles or Town & Country lights on redwood or fiberglass poles. They are primarily mounted on PGE owned poles used exclusively for street lights and are served by underground wiring.

RATE SCHEDULE D

Commercial and Industrial lots having access to and benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE E

Condominium units which are benefited by the installation and maintenance of street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by the District or PGE and are served by either overhead or underground wiring.

RATE SCHEDULE F

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are primarily mounted on PGE owned poles used exclusively for street lights. This rate schedule represents the former Southwood Park Highway Lighting District.

RATE SCHEDULE H

Residential lots, primarily in the City of Happy Valley, which are benefited by the installation and maintenance of PGE, owned street lights on poles located on adjacent public rights-of-way. Lights and poles in this schedule are owned by PGE and are shoebox fixtures on bronze fiberglass poles. They are primarily served by underground wiring.

RATE SCHEDULE J

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Hadco Acorn fixtures on ornamental fiberglass or aluminum poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

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

In the Matter of an Order Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon

ORDER NO.
Page 3 of 4

RATE SCHEDULE K

High density residential developments which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owner and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

RATE SCHEDULE R

Residential lots which are benefited by the installation and maintenance of PGE owned street lights on poles located on adjacent public rights-of-way. Lights in this schedule are Techtra fixtures on ornamental aluminum shepherd's crook poles, owned and maintained by PGE, and used exclusively for street lighting. They are primarily served by underground wiring.

It further appearing to the Board that such rates are necessary as a result of clearly defining and distributing operating costs for the District to the appropriate rate schedules, and

It further appearing to the Board that a public hearing was held on June 28, 2012 to take public testimony and said public hearing was duly advertised in the local newspaper; now, therefore,

IT IS HEREBY ORDERED that commencing with July 1, 2012, the rates for service charges to the users of Clackamas County Service District No. 5 will be as follows:

Rate Schedule A = \$ 34.32/Tax Lot/Year
Rate Schedule B = \$ 46.80/Tax Lot/Year
Rate Schedule C = \$ 66.56/Tax Lot/Year
Rate Schedule D = \$ 1.14/Frontage Foot/Tax Lot/Year
Rate Schedule E = \$ 17.67 /Tax Lot/Year
Rate Schedule F = \$ 67.60/Tax Lot/Year
Rate Schedule H = \$ 88.40/Tax Lot/Year
Rate Schedule J = \$ 117.52/Tax Lot/Year
Rate Schedule K = \$ 81.12/Tax Lot/Year
Rate Schedule R = \$ 252.72/Tax Lot/Year

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

In the Matter of an Order Setting
Rates for Street Lighting Service
Charges, Clackamas County Service
District No. 5, Clackamas County, Oregon



ORDER NO.
Page 4 of 4

ADOPTED this 28th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
Acting as the Governing Body of the
Clackamas County Service District No. 5

CHAIR

Recording Secretary



11
STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF A RESOLUTION ADOPTING CHANGED FEES AND FINES
FOR CLACKAMAS COUNTY FOR FISCAL YEAR 2012-2013

Please find attached a resolution adopting proposed fee and fine changes for Clackamas County for Fiscal Year 2012-2013.

In 2002, the County began the process of adopting and modifying fees and fines by resolution once annually. All fees and fines are reviewed annually by various departments. After review, departments propose new or changed fees and fines for consideration by the Board in study session. The attached resolution reflects the new or changed fees and fines that have been previously reviewed by the Board and tentatively approved for adoption.

The approval of the attached resolution completes the process of adopting fees and fines for Fiscal Year 2012-2013. If approved, these fees will be incorporated into County Code Appendix A - Fees and Appendix B - Fines, and will be effective July 1, 2012.

RECOMMENDATION

The staff respectfully recommends that the Board approve and sign the attached resolution adopting changed fees and fines for Clackamas County for Fiscal Year 2012-2013.

Sincerely,

Steve Wheeler
County Administrator

For information on this issue or copies of attachments please contact
Anja Mundy at (503) 655-8362

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COUNTY
COMMISSIONERS ADOPTING CHANGED
COUNTY FEES AND FINES FOR
FISCAL YEAR 2012-2013



RESOLUTION NO. _____

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS
THAT:

Section 1: Pursuant to Section 1.01.090 of the Clackamas County Code, the Board adopts the fees and fines shown on the attachment which are incorporated by this reference.

Section 2: The Board hereby directs that the changes to fees and fines shown on the attachment shall be included in Appendix A and Appendix B of the Clackamas County Code.

Section 3: The County shall charge all fees and fines set by state or federal law. If such a fee or fine is changed the County shall charge the new amount when it becomes effective.

Section 4: Pursuant to ORS 310.145, the Board classifies the fees adopted by this resolution as fees not subject to the limits of section 11b, Article XI of the Oregon Constitution.

Section 5: Effective Date. The changes to fees and fines authorized by Section 1 of this resolution and shown on the attachments shall become effective on July 1, 2012.

DATED this 28th day of June, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Charlotte Lehan, Chair

Recording Secretary

Department of Transportation & Development

DEPARTMENT	SECTION	DRS	DRS fee	DRS min fee	CURR	SD Fee Amount
ENGINEERING						
Residential Subdivision /Partition; Plan Review & Construction Inspection Up to \$10,000 in improvement costs	Code §1.01.090			x	\$937	\$974
For \$10,000 or more in construction costs	Code §1.01.090			x	8.49% of construction costs	8.83%
For \$10,000 or more in improvement costs	Code §1.01.090			x	8.49% of construction costs	8.83%
Commercial Development; Traffic & Site Plan Review & Construction Inspection (includes apartments & condominiums) Non Structured Parking: up to eight (8) parking spaces Eight (8) or more spaces	Code §1.01.090			x	\$937 minimum fee \$117 per space	\$974 minimum fee \$122 per space
Structured Parking: Fee assessed on the average number of parking spaces per level up to eight (8) parking spaces per level Eight (8) or more spaces per level	Code §1.01.090			x	\$937 <u>\$117 per space</u>	\$974 minimum fee \$122 per space
Existing road right-of-way improvements: (driveways, ditches, curb, culverts or other access or drainage within right-of-way) Up to \$10,000 in improvement costs <u>Ditches, culverts, drainage</u> <u>Sidewalk Installation/Repair</u> <u>Minor Paving</u>	Code §1.01.090			x	\$937	\$974 <u>\$95</u> <u>\$95</u> <u>\$95</u>
Driveway Resurface/Replacement	<u>Code §1.01.090</u>			x		<u>\$95</u>
Urban Unincorporated & Rural Residential Driveway	Code §1.01.090			x	\$319	\$332

Permit/Inspection						
Urban Area Subdivision Drive- way (New Development with si- dewalks & curbs within the UGB)	Code §1.01.090			x	\$160	\$166
Logging Entrance Per- mit/Inspection	Code §1.01.090			x	\$319	\$332
Agriculture Entrance Per- mit/Inspection	Code §1.01.090			x	\$319	\$332
Road Vacations w/o Public Hearing - Applicants provide com- pleted documents - County staff provide inves- tigation & documentation	Code §1.01.090			x	\$2,895 \$7,471	\$3,011 \$7,770
Road Vacations with Public Hearing - Applicants provide com- pleted expert documents -County staff provide inves- tigation & documentation	Code §1.01.090			x	\$7,367 \$11,100	\$7,662 \$11,544
Parade or Race Permit	Code §1.01.090			x		\$95
Filming Permit	Code §1.01.090			x		\$95
Permit & Release	Code §1.01.090			x		\$95
Temporary Road Closures on an arterial, collector or con- nector road: - with less than 5000 ADT - with more than 5000 ADT	Code §1.01.090			x	Actual cost/\$2,000 deposit Actual cost/\$5,000 deposit	No change No change
PLANNING – Land Use Applications						
Agriculture Land Dwellings	ZDO §1502			x	\$924	\$ 960
Agriculture Land Lot Divi- sion	ZDO §1502			x	\$924	\$ 960
Appeal	ZDO §1502			x	\$250	\$ 250
Cell Tower/Wireless Tele- communication Facility – New (Planning Director re- view/Review)	ZDO §1502			x	\$562	\$ 845
Cell Tower/Wireless Tele-	ZDO §1502			x	\$562	\$ 585

DIVISION	ABRIZING SECTION	FEE			DEPOSIT AMOUNT	PROF. FEE Amount
		Per SRS	Per SRS	Per SRS		
communication Facility – Collocation Primary Use						
Comprehensive Plan Map Amendment	ZDO §1502			x	\$3,045	\$ 3,165
Comprehensive Plan Amendment to the Inventory of Mineral and Aggregate Resource Sites	<u>ZDO §1502</u>			<u>x</u>		<u>\$12,500</u>
Conditional Use Permit	ZDO §1502			x	\$2,783	\$ 2,895
Conditional Use Permit – Mining	ZDO §1502			X	\$10,000	\$10,400
Design Review	ZDO §1502			x	Min. \$595 Max \$33,730 - .384% of construction cost	.384% of construction cost but no less than \$650 and no greater than \$36,835
Design Review-awnings without signing, facades and storefront revisions and similar minor changes	ZDO §1502			x	\$131	\$ 135
Forest Land Dwelling Permit	ZDO §1502			x	\$924	\$960
Forest Farm Management Plan	ZDO §1502			x	-\$924	
Forest Land Lot Division	ZDO §1502			x	\$924	\$960
Groundwater Hydrogeologic Review/Supplemental Review by a Qualified Professional	ZDO 1002				\$1,245(\$735 deposit for peer review included)	\$530/actual cost of professional review with a \$765 upfront deposit
Hearings Officer Review	<u>ZDO §1502</u> Code §1.01.090			x	\$1,050 Deposit; \$6,300 Max fee	Actual cost with a \$1,090 upfront deposit and a maximum

ZDO						
						fee of \$6,550
Home Occupation Permit	ZDO §1502			x	\$ 499	\$ 520
Home Occupation Exception Permit	ZDO §1502			x	\$1,502	\$1,560
Interpretations to Hearings Officer	ZDO §1502			x	\$ 588	\$ 610
Interpretations to Planning Director	ZDO §1502			x	\$ 704	\$ 730
Mineral and Aggregate Resources Overlay District Site Plan Review	ZDO §1502			x	\$3,045	\$3,165
Minor Modification	ZDO §1502			x	\$226 minimum or 25% of current fee, whichever is greater	\$235 or 25% of the current fee for the application being modified, whichever is greater
Mobile Home Park Conversion	ZDO §1502			x	\$2,499	\$2,600
Mobile Vending Unit Level Two	<u>ZDO §1502</u>			<u>x</u>	New	\$1100 \$800
Mobile Vending Unit Level Three	<u>ZDO §1502</u>			<u>x</u>	New	\$1,750? - \$800 if no PD involvmt
Nonconforming Use -- Alteration or Verification	ZDO §1502			x	\$609	\$635
Nonfarm Dwelling	ZDO §1502			x	\$924	
Open Space Review	ZDO §1502			x	\$541	\$565
Open Space Review -- Conflict Resolution	ZDO §1502			x	\$704	<u>\$730</u>
Partition (up to 3 lots)	ZDO §1502			x	\$2,499	\$2,600
Planning Director Review Permit -- Not Otherwise Listed	ZDO §1502			x	\$814	\$845
Plat Vacations	ZDO §1502			x	\$814	\$845
Property Line Adjustment -- Planning Director Review	<u>ZDO §1502</u>			<u>x</u>		<u>\$455</u>
Property Line Adjustment -- Planning Staff Review	ZDO §1502			x	\$305	\$315
Signs - over 60 sq ft (design review)	ZDO §1502			x	\$510	\$530

PERMIT TYPE / DIVISION	APPLICABLE CODE	Fee	Other	Fee with	CURRENT FEE	PROPOSED FEE
Signs – replacement, less than 60 sq ft <u>No Design Review</u>	ZDO §1502			x	\$131	\$135
Steep Slope Review – Planning Director Review	<u>ZDO §1502</u>			x	\$641	\$665
Steep Slope Review – Planning Staff Review <u>No public notice required</u> <u>Public notice required</u>	ZDO §1502			x	\$74 \$641	\$75
Subdivision Long-Major (11 or more lots)	ZDO §1502			x	\$3,885 + \$44/lot	\$4,040 + \$45/lot
Subdivision Short-Minor (4 – 10 lots)	ZDO §1502			x	\$2,499	\$2,600
Temporary Permit Dwelling for Care – New	ZDO §1502			x	\$504	\$525
Temporary Permit Dwelling for Care - Renewal	ZDO §1502			x	\$236	\$245
Temporary Use Otherwise Prohibited	ZDO §1502			x	\$499	\$520
Temporary Permit Dwelling <u>While Building/Emergency Shelter</u>	ZDO §1502			x	\$121	\$125
Temporary Structure of Emergency Shelter	<u>ZDO §1502</u>			x	\$121	\$125
Time Extension	ZDO §1502			x	25% current fee	25% of the current fee for the application being extended but no less than \$235 and no greater than \$650
Utility Facility Necessary for Public Service in the EFU Zone (including Cell Towers) <u>a wireless telecommunication facility with a tower less than 200 feet in height</u>	ZDO §1502			x	\$924	\$960
Variance Permit	ZDO §1502			x	\$525	\$545
Vested Right Permit <u>Deter-</u>	<u>ZDO §1502</u> Code			x	\$609	\$635

	ZONING SECTION	PLANNING SECTION	PERMITS SECTION	OTHER SECTION	PLANNING SECTION	PERMITS SECTION
<u>mination</u>	§1.01.090					
Zone Change	ZDO §1502			x	\$2,800	\$3,060
Zone Change – combined with another land use application filed concurrently with another land use application for the same property	ZDO §1502			x	\$2,940	\$2,510
PLANNING – Other Fees						
Bike Map	Code §1.01.090			x	\$6	\$6
Building or Placement Permit - New Single Family and or Manufactured Home Permits Dwelling	ZDO §1502			x	\$158	\$165
Building Permit – New Accessory Structure	<u>ZDO §1502</u>			<u>x</u>		<u>\$85</u>
Building Permit – Addition to a Single Family Dwelling, Manufactured Dwelling or Accessory Structure	<u>ZDO §1502</u>			<u>x</u>		<u>\$85</u>
Clackamas County Comprehensive Plan Document	Code §1.01.090			x	\$74	\$75
Clackamas County Zoning and Development Ordinance (ZDO)	Code §1.01.090			x	\$121	\$125
Claim for Just Compensation for Land Use Regulation (“Measure 49” Claim)	<u>Code §1.01.090</u>			<u>x</u>		<u>\$845</u>
Comprehensive Plan Map	Code §1.01.090			x	\$37	\$40
Copies	Code §1.01.090			x	\$1 first page + \$0.10 each add'l page	\$1 first page + \$0.10 each add'l page
Flood Hazard Determination	ZDO §1502			x	\$121	\$125
Floodplain Delineation Map	ZDO §1502			x	\$200	\$210
Pre-Application Conference Note: Pre-application fees will be credited toward the application fee when a corresponding land use application is submitted by the same applicant within one year of the pre-application conference.	<u>ZDO §1502</u> Code §1.01.090			x	\$273	\$285

DESCRIPTION	AUTHORITY	PERMITS	REVISIONS	CURRENT FEE AMOUNT	AMOUNT	
Road Naming Application	Code §1.01.090			x	\$189	\$195
Renotification Fee	ZDO §1502 Code §1.01.090			x	\$131	\$135
Research Fee	Code §1.01.090			x	\$68/hour - 1 hour minimum	\$70/hour - 1 hour minimum
Zoning Map	Code §1.01.090			x	\$37	\$40

PLANNING - Water Resource Applications

Note: When more than one Water Resource application is filed concurrently on the same property, the highest application fee shall be paid in full. Concurrent Water Resource applications fees shall be reduced by 25%.

Conflict Resolution	ZDO §1502			x	\$704	
Construction Management Plan	ZDO §1502			x	\$436	\$455
Floodplain Development Permit	ZDO §1502			x	\$924	\$960
Floodway Fish Enhancement Permit	ZDO §1502			x	\$305	\$315
Willamette River Greenway Conditional Use Permit - Docks and Development located within 150' of the mean low water line level	ZDO §1502			x	\$924	\$960
Willamette River Greenway Conditional Use Permit - docks Dock/and development Development located beyond more than 150' feet from of the mean low water line level	ZDO §1502			x	\$604	\$630
Habitat Conservation Area - Map Verification Permit	ZDO §1502			x	\$541	\$565
Habitat Conservation Area - Development Permit - Pursuant to Subsection 706.10(A)	ZDO §1502			x	\$924	\$960
Habitat Conservation Area - Development Permit - Pursuant to Subsection 706.10(B)	ZDO §1502			x	\$1,622	\$1,685
Principal River Conservation Area Permit - development located within 150' of the	ZDO §1502			x	\$924	\$960

mean low water line						
Principal River Conservation Area Permit—development located beyond 150' of the mean low water line	ZDO §1502			x	\$604	
River & Stream Conservation Area Permit	ZDO §1502			x	\$236	\$245
Water Quality Resource Area District – Boundary Verification Permit	ZDO §1502			x	\$541	\$565
Water Quality Resource Area District – Development Permit	ZDO §1502			x	\$1,622	\$1,685
DOG SERVICES						
Licensing Fertile 1 year 2 year 3 year Altered 1 year 2 year 3 year Note: Code §5.01.090(B) authorizes the Dog Services Manager to reduce license fees up to 50% for up to two dogs per household for persons 65 or older and persons deemed to be under financial hardship. Note: 25% discount for dogs with Canine Good Citizen Certification. Note: \$5 discount for micro-chipped dogs.	Code §5.01.030			x	\$35 \$60 \$90 \$18 \$34 \$48	No Change
Licensing Late Fee	Code §5.01.030			x	\$10	No Change
Tag Fee (replacement)	Code §5.01.030.D			x	\$2/tag	No Change
Impound/Intake Fee 1st Impound Subsequent impounds in the same year: 2nd Impound 3rd Impound Note: Waive fee for first-time strays picked up with license and vaccination.	Code §5.01.060.C			x	\$45 \$75 \$150	No Change
Daily Board	Code §5.01.060.C			x	\$20/day-no	No Change

DEPARTMENT DIVISION	ADDITIONAL CODE	REG. CODE	REG. CODE	Code number	CURRENT FEE AMOUNT	PROPOSED FEE Amount
					max	
Adoption Fee - Fee includes spay/neuter if needed, rabies vaccination, base vaccinations (DHPP & Bordetella), microchip, in-house veterinary exam and first year license Dogs over 6 years Dogs under 6 years, including puppies	Code §5.01.060.F			x	\$35 \$55	\$80 \$120
Spay/Neuter Refundable Deposit	Code §1.01.090			x	\$60	No Change
Rabies Vaccination	Code §1.01.090			x	\$15	No Change
Multiple Dog License/ Non-Commercial ½ or more altered 1 year 2 year 3 year	Code §5.01.030.A.2			x	\$100 \$200 \$300	No Change
Multiple Dog License/Non-Commercial Less than ½ are altered 1 year 2 year 3 year	Code §5.01.030.A.2			x	\$150 \$300 \$450	No Change
Multiple Dog License/Commercial ½ or more altered 1 year 2 year 3 year	Code §5.01.030.A.2			x	\$200 \$400 \$600	No Change
Multiple Dog license/Commercial Less than ½ altered 1 year 2 year 3 year	Code §5.01.030.A.2			x	\$300 \$600 \$900	No Change
Dangerous dog registration	Code §5.01.050.C.4			x	\$150 annually	No Change
Owner surrender fee	Code §1.01.090			x	\$40	No Change
Dead animal disposal	Code §1.01.090			x	\$15	No Change

SHERIFF

Fees

DEPARTMENT DIVISION	AUTHORIZING LEGISLATION	Fine or Penalty	OR S fine	Penalty or fine	FINE AMOUNT	Proposed FINE amount
SHERIFF						
Alarm User Permits Two year permit - Residence - Business	Code §8.07.030.A			x	\$10 \$20	\$20 per year \$50 per year
Revoked alarm user's permit — 1st revoked permit — 2nd revoked permit — 3rd and each add'l re- voked permit	Code §8.07.060.B			x	\$40 \$100 \$180	
Special alarm user's permit	Code §8.07.060.D.2			x	\$100	
Special alarm user's permit - false alarm, over 4 in a 2 year period	Code §8.07.060.D.3			x	\$110	

Fines

DEPARTMENT DIVISION	AUTHORIZING LEGISLATION	Fine or Penalty	OR S fine	Penalty or fine	FINE AMOUNT	Proposed FINE amount
SHERIFF						
Alarm chapter violation	Code §8.07.100.B				Not more than \$500	
False Alarm Fees 1 st False alarm 2 nd False alarm 3 rd False alarm 4 th False alarm	Code §8.07			x	n/a	No charge \$50 \$100 \$150

H3S

Department/ Division	Fee Description	Authority for Fee	Current Fee Amount	Proposed Fee Amount
HEALTH, HOUSING & HUMAN SERVICES				
H3S/CH	Operational Plan Review for temporary restaurants	Charge for Services - Code §1.01.090	New	45.00

PARKS

DEPARTMENT/DIVISION	AUTHORITY LEGISLATION	Fee set by ORS	ORS auth. fee	Code sub- fee	FEE AMOUNT	Proposed fees 2013 2013
BUSINESS & COMMUNITY SERVICES - PARKS						
Barton Park (Picnic Area #1) 150 persons	Code §1.01.090			x	\$125 (Covered Shelter)	
Picnic Area #2 300 persons	Code §1.01.090			x	\$150 (Covered Shelter)	
Picnic Area #3 75 persons	Code §1.01.090			x	\$ 45	
Picnic Area #4 200 persons	Code §1.01.090			x	\$75	
Picnic Area #5 150 persons	Code §1.01.090			x	\$65	
Picnic Area #6 250 persons	Code §1.01.090			x	\$65	\$450
Picnic Area #7	Code §1.01.090			x	\$125	
Eagle Fern Park Picnic Area #1 100 persons	Code §1.01.090			x	\$110 (Covered Shelter)	
Picnic Area #2 300 persons	Code §1.01.090			x	\$150 (Covered Shelter)	
Picnic Area #3 100 persons	Code §1.01.090			x	\$55	
Picnic Area #4 100 persons	Code §1.01.090			x	\$55	
Feyrer Park Picnic Area #1 100 persons	Code §1.01.090			x	\$45	
Picnic Area #2 150 persons	Code §1.01.090			x	\$125 (Covered Shelter)	
Picnic Area #3 200 persons	Code §1.01.090			x	\$75	
Metzler Park Picnic Area #1 75 persons	Code §1.01.090			x	\$45	
Picnic Area #2	Code §1.01.090			x	\$65	
Picnic Area #3 150 persons	Code §1.01.090			x	\$100 (Covered Shelter)	
Picnic Area #4	Code §1.01.090			x	\$125	
Each Site	Code §1.01.090			x	\$30 Refundable cleanup Deposit	
Camping – primitive sites	Code §1.01.090			x	\$21/night	
Camping – H20/elec. sites	Code §1.01.090			x	\$21/night	
Reservation fee – nonrefundable	Code §1.01.090			x	\$8/per site	
Change in Reservation Fee	Code §1.01.090			x		\$8/per site
Cancellation in Reservation Fee	Code §1.01.090			x		\$8/per site
Extra Vehicle Fee	Code §1.01.090			x	\$2 per vehicle	
Shower Fees (non-camper)	Code §1.01.090			x	\$3	
Day Use Fee	Code §1.01.090			x	\$5/vehicle	

Day Use Season Pass	Code §1.01.090			x	\$40/1-year \$60/2-year	
Commercial Day Use Entry	Code §1.01.090			x	\$20/vehicle	
Commercial Day Use Season Pass	Code §1.01.090			x	\$100/year	
Firewood full box	Code §1.01.090			x	\$8/bundle	\$10
Firewood ½ box	Code §1.01.090			x		\$6
Sports bag Rentals	Code §1.01.090			x	\$10/day w/\$20 refundable deposit	
Dump station	Code §1.01.090			x	No charge for campers; \$5 for non-campers	
Special Use request	Code §1.01.090			x	\$20/item	
Alcoholic beverages refundable cleanup deposit	Code §6.06.07.01			x	\$30 refundable deposit	
Witness deposit for park rule violation hearing	Code §6.06.16.03			x	\$15 per witness	

CODE ENFORCEMENT

Fees

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fee set by ORS	ORS multi fee	Code auth. fee	FEE AMOUNT	PROPOSED FEE AMOUNT FY 2012/2013
DTD - CODE ENFORCEMENT						
Enforcement Hearings Officer - Administrative Fee	Code §2.07.090.A.7			x	<p>\$75.00/per month or a portion thereof.</p> <p>Fee to be charged beginning on the earliest of the following dates:</p> <ol style="list-style-type: none"> 1. The issuance of a citation pursuant to Code §2.07.030.D, or 2. The date of filing a complaint pursuant to Code §2.07.040 when no citation is issued, or 3. The date established in a voluntary compliance agreement entered into pursuant to Code §2.07.030.B. 	<p>\$75.00/per month or a portion thereof.</p> <p>Fee to be charged beginning the <u>date a violation(s) is confirmed pursuant to Code 2.07.030 A.</u> issuance of a citation pursuant to Code §2.07.030.D, or</p> <ol style="list-style-type: none"> 2. The date of filing a complaint pursuant to Code §2.07.040 when no citation is issued, or 3. The date established in a voluntary compliance agreement entered into pursuant to Code §2.07.030.B.

Fines

DEPARTMENT DIVISION	AUTHORIZING LEGIS- LATION	Fee set by ORC	ORS auth. fee	EMS auth. fee	FINE AMOUNT	PROPOSED FINE AMOUNT FY 2011-2013																														
CODE ENFORCEMENT																																				
DTD/Code En- forcement Compliance Hear- ings Officer - Covering the Zon- ing & Development Ordinance and the following chapters: 10.03, Solid Waste & Waste Manage- ment;; 9.03, Exca- vation & Grading; 7.03, Road Use; 9.01, Abatement of Dangerous Build- ings; and 10.04, Recycling License	Code §2.07.120			X	<table border="1"> <thead> <tr> <th>Violation Classifica- tion</th> <th>Minimum Penalty</th> <th>Max. Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$750</td> <td>\$3,500</td> </tr> <tr> <td>2</td> <td>\$500</td> <td>\$2,500</td> </tr> <tr> <td>3</td> <td>\$250</td> <td>\$1,500</td> </tr> <tr> <td>4</td> <td>\$100</td> <td>\$1,000</td> </tr> </tbody> </table> <p>Note: See Resolution No. 2003-34 (adopted by the Board on 3/13/03) for clas- sification of each type of code violation.</p>	Violation Classifica- tion	Minimum Penalty	Max. Penalty	1	\$750	\$3,500	2	\$500	\$2,500	3	\$250	\$1,500	4	\$100	\$1,000																
Violation Classifica- tion	Minimum Penalty	Max. Penalty																																		
1	\$750	\$3,500																																		
2	\$500	\$2,500																																		
3	\$250	\$1,500																																		
4	\$100	\$1,000																																		
9.02 Building Code	ORS chapter 455		X		<table border="1"> <thead> <tr> <th>Violation Class- ification</th> <th>Minimum Penalty</th> <th>Max Penalty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$750</td> <td>\$3,500</td> </tr> <tr> <td>2</td> <td>\$500</td> <td>\$2,500</td> </tr> <tr> <td>3</td> <td>\$250</td> <td>\$1,500</td> </tr> <tr> <td>4</td> <td>\$100</td> <td>\$1,000</td> </tr> </tbody> </table>	Violation Class- ification	Minimum Penalty	Max Penalty	1	\$750	\$3,500	2	\$500	\$2,500	3	\$250	\$1,500	4	\$100	\$1,000	<table border="1"> <thead> <tr> <th>Violation Class- ification</th> <th>Min. Penalty</th> <th>Max. Penal- ty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>\$750</td> <td>\$1,000</td> </tr> <tr> <td>2</td> <td>\$500</td> <td>\$1,000</td> </tr> <tr> <td>3</td> <td>\$250</td> <td>\$1,000</td> </tr> <tr> <td>4</td> <td>\$100</td> <td>\$1,000</td> </tr> </tbody> </table>	Violation Class- ification	Min. Penalty	Max. Penal- ty	1	\$750	\$1,000	2	\$500	\$1,000	3	\$250	\$1,000	4	\$100	\$1,000
Violation Class- ification	Minimum Penalty	Max Penalty																																		
1	\$750	\$3,500																																		
2	\$500	\$2,500																																		
3	\$250	\$1,500																																		
4	\$100	\$1,000																																		
Violation Class- ification	Min. Penalty	Max. Penal- ty																																		
1	\$750	\$1,000																																		
2	\$500	\$1,000																																		
3	\$250	\$1,000																																		
4	\$100	\$1,000																																		

COUNTY CLERK

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fee by ORS	ORS auth fee	Code auth fee	FEE AMOUNT	Proposed Fee 2012 2013
COUNTY CLERK						
Low Income Housing	ORS 205.320(18)(e)		x		\$16	\$17
Waiving the three-day waiting period for marriage license	Code §1.01.090			x	n/a	\$15*
Duplicate marriage license	Code §1.01.090			x	n/a	\$15**
Amendment of marriage license	Code §1.01.090			x	n/a	\$20**

* New fee - never been charged.

** New fee - these fees have been charged since 2/26/10.



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDERS ADOPTING AND APPROPRIATING FY 2012-13 BUDGETS
AND FUNDS FOR CLACKAMAS COUNTY SERVICE DISTRICT NO. 1,
TRI-CITY SERVICE DISTRICT AND THE SURFACE WATER MANAGEMENT
AGENCY OF CLACKAMAS COUNTY**

The attached Board Orders adopt and appropriate funds for the enterprise fund budgets for FY 2012-13 for Clackamas County Service District No. 1, the Tri-City Service District, and the Surface Water Management Agency of Clackamas County, and further adopt and appropriate debt service fund budgets for Clackamas County Service District No. 1 and the Tri-City Service District.

The Budget Committees for Clackamas County Service District No. 1 (CCSD #1), Tri-City Service District (TCSD), and the Surface Water Management Agency of Clackamas County (SWMACC) met on May 24, 2012 to consider their respective budgets. The budgets for CCSD#1, SWMACC and TCSD were approved as recommended by staff. Spending levels considered necessary by the Budget Committees for the Districts to meet their operations and maintenance, capital, and debt service requirements and to provide reserves amount to \$78,316,541 for Clackamas County Service District No. 1; \$14,702,425 for the Tri-City Service District; and \$304,856 for the Surface Water Management Agency of Clackamas County.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached Orders adopting and appropriating budgets and funds for FY 2012-13 for Clackamas County Service District No.1, the Tri-City Service District, and the Surface Water Management Agency of Clackamas County.

Sincerely,

Michael S. Kuenzi, P.E.
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

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

In the Matter of Adopting and Appropriating Funds for the 2012-13 Operating Funds, System Development Charge Funds, Construction Funds and Debt Service Funds Budgets for Clackamas County Service District No. 1 for the period July 1, 2012 to June 30, 2013, Inclusive



ORDER NO.

Page 1 of 3

This matter comes before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 1, and it appearing to the Board that the operating expenditures and revenues constituting the Operating Funds, System Development Charge Funds, Construction Funds and Debt Service Funds budgets for Clackamas County Service District No. 1 for the period of July 1, 2012 to June 30, 2013, inclusive, have been prepared, published and submitted to the ratepayers for recommendations at a public hearing held on June 28, 2012, as provided by statute, now therefore

IT IS HEREBY ORDERED that the Operating Funds, System Development Charge Funds, Construction Funds and Debt Service Funds budgets for Clackamas County Service District No. 1 be adopted and funds appropriated as follows:

SEWER OPERATING FUND

Materials and Services	\$ 11,743,659
Special Expenditures	
Transfers	12,780,326
Contingency	2,174,366

TOTAL OPERATING FUND EXPENDITURES	\$ 26,698,351
--	----------------------

SEWER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 2,497,000
Special Expenditures	
Contingency	624,250

TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	\$ 3,121,250
--	---------------------

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

In the Matter of Adopting and Appropriating Funds for the 2012-13 Operating Funds, System Development Charge Funds, Construction Funds and Debt Service Funds Budgets for Clackamas County Service District No. 1 for the Period July 1, 2012 to June 30, 2013, Inclusive

ORDER NO.

Page 2 of 3

SEWER CONSTRUCTION FUND

Capital Outlay	\$ 5,674,395
Special Expenditures	
Contingency	1,418,599
Reserve	400,000

TOTAL CONSTRUCTION FUND EXPENDITURES	\$ 7,492,994
---	---------------------

SURFACE WATER OPERATING FUND

Materials and Services	\$ 4,496,308
Special Expenditures	
Transfers	379,728
Contingency	449,631

TOTAL OPERATING FUND EXPENDITURES	\$ 5,325,667
--	---------------------

SURFACE WATER SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 700,000
Special Expenditures	
Contingency	175,000

TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	\$ 875,000
--	-------------------

SURFACE WATER CONSTRUCTION FUND

Capital Outlay	\$ 2,651,000
Special Expenditures	
Contingency	662,750

TOTAL CONSTRUCTION FUND EXPENDITURES	\$ 3,313,750
---	---------------------

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

In the Matter of Adopting and Appropriating Funds for the 2012-13 Operating Funds, System Development Charge Funds, Construction Funds and Debt Service Funds Budgets for Clackamas County Service District No. 1 for the Period July 1, 2012 to June 30, 2013, Inclusive

ORDER NO.

Page 3 of 3

STATE REVOLVING LOAN FUND

Principal and Interest	\$ 220,362
Special Expenditures	
Reserve	108,422

TOTAL DEBT SERVICE	
FUND EXPENDITURES	\$ 328,784

REVENUE BOND FUND

Principal and Interest	\$ 8,147,142
Special Expenditures	
Reserves	8,210,522

TOTAL DEBT SERVICE	
FUND EXPENDITURES	\$ 16,357,664

IT IS FURTHER ORDERED that the Clackamas County Service District No. 1 Board hereby adopts the budget for fiscal year 2012-13 in the total of \$78,316,541, which includes the ending fund balances, and that this Order be entered in the Commissioners' Journal as of July 1, 2012.

DATED this 28th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of
Clackamas County Service District No. 1

Chair

Recording Secretary

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

In the Matter of Adopting and Appropriating Funds for the 2012-13 Operating Fund, System Development Charge Fund, Construction Fund and Debt Service Fund Budgets for the Tri-City Service District for the period July 1, 2012 to June 30, 2013, Inclusive



ORDER NO.

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Tri-City Service District, and it appearing to the Board that the operating expenditures and revenues constituting the Operating Fund, System Development Charge Fund, Construction Fund and Debt Service Fund budgets for the Tri-City Service District for the period of July 1, 2012 to June 30, 2013, inclusive, have been prepared, published and submitted to the ratepayers for recommendations at a public hearing held on June 28, 2012, as provided by statute, now therefore

IT IS HEREBY ORDERED that the Operating Fund, System Development Charge Fund, Construction Fund and Debt Service Fund budgets for the Tri-City Service District be adopted and funds appropriated as follows:

OPERATING FUND

Materials and Services	\$ 6,278,385
Special Expenditures	
Transfers	56,960
Contingency	627,839
Reserve	2,348,604

TOTAL OPERATING FUND EXPENDITURES	\$ 9,311,788
--	---------------------

SYSTEM DEVELOPMENT CHARGE FUND

Capital Outlay	\$ 1,000,000
Special Expenditures	
Contingency	250,000

TOTAL SYSTEM DEVELOPMENT CHARGE FUND EXPENDITURES	\$ 1,250,000
--	---------------------

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

In the Matter of Adopting and Appropriating Funds for the 2012-13 Operating Fund, System Development Charge Fund, Construction Fund and Debt Service Fund Budgets for the Tri-City Service District for the Period July 1, 2012 to June 30, 2013, Inclusive

ORDER NO.

Page 2 of 2

CONSTRUCTION FUND

Capital Outlay	\$ 2,057,000
Special Expenditures	
Contingency	483,840
Reserve	400,000

TOTAL CONSTRUCTION FUND EXPENDITURES	\$ 2,940,840
---	---------------------

DEBT SERVICE FUND

Principal and Interest	\$ 56,963
Special Expenditures	
Reserve	54,617

TOTAL DEBT SERVICE FUND EXPENDITURES	\$ 111,580
---	-------------------

IT IS FURTHER ORDERED that the Tri-City Service District Board hereby adopts the budget for fiscal year 2012-13 in the total of \$14,702,425, which includes the ending fund balances, and that this Order be entered in the Commissioners' Journal as of July 1, 2012.

DATED this 28th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of
the Tri-City Service District

Chair

Recording Secretary

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

In the Matter of Adopting and Appropriating
Funds for the 2012-13 Operating Fund Budget
for the Surface Water Management Agency of
Clackamas County for the Period July 1, 2012
to June 30, 2013, Inclusive

ORDER NO.

This matter comes before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Surface Water Management Agency of Clackamas County, and it appearing to the Board that the operating expenditures and revenues constituting the Operating Fund budget for the Surface Water Management Agency of Clackamas County for the period of July 1, 2012 to June 30, 2013, inclusive, have been prepared, published and submitted to the ratepayers for recommendations at a public hearing held on June 28, 2012, as provided by statute, now therefore

IT IS HEREBY ORDERED that the Operating Fund budget for the Surface Water Management Agency of Clackamas County be adopted and funds appropriated as follows:

OPERATING FUND

Materials and Services	\$ 258,420
Capital Improvements	-
Special Expenditures	
Contingency	25,842
TOTAL OPERATING FUND EXPENDITURES	\$ 284,262

IT IS FURTHER ORDERED that the Surface Water Management Agency of Clackamas County Board hereby adopts the budget for fiscal year 2012-13 in the total of \$304,856, which includes the ending fund balance, and that this Order be entered in the Commissioners' Journal as of July 1, 2012.

DATED this 28th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of Surface Water
Management Agency of Clackamas County

Chair

Recording Secretary



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

The attached Order changes the Equivalent Dwelling Unit (EDU) monthly charge for sanitary sewer service within Clackamas County Service District No. 1 (CCSD #1) service areas from \$38.00 to \$39.25/EDU, and the Equivalent Service Unit (ESU) retail surface water management service charge from \$6.00 to \$6.20/ESU.

These changes are effective for services rendered on and after July 1, 2012. The Order further requires the District to amend the table of its Rules and Regulations to reflect the changes and additions. The changes in charges for monthly sanitary sewer and surface water management service for CCSD #1 are pursuant to the FY 2012-13 budget approved by the District's Budget Committee on May 24, 2012, and adopted by Board on June 28, 2012.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached Order adopting monthly service charges for FY 2012-13 for all of the sanitary sewer service areas and surface water management service of CCSD #1 at its June 28, 2012 meeting for services rendered on and after July 1, 2012 and direct staff to amend the tables of each District's Rules and Regulations to reflect these changes.

Sincerely,

Michael S. Kuenzi, P.E.
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Clackamas County Service District
No.1, Clackamas County, Oregon



ORDER NO.

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1 ("District"). The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order. The Board further finds that it is necessary to adopt equivalent dwelling unit ("EDU") and equivalent service unit ("ESU") rates and charges for the District set forth on Table XII, effective July 1, 2012, pursuant to the District's adopted budget, and to effectively administer the use and users of the sanitary sewer and storm water systems managed by the District, and being fully advised, it is:

ORDERED:

1. Table XII of the District's Rules and Regulations is amended to read that effective July 1, 2012, for all services rendered after said date, the District's retail sewer service charge shall be \$39.25 per EDU per month, and the District's retail surface water management service charge shall be \$6.20 per ESU per month. District staff is directed to amend Table XII in accordance with this Order.
2. In all other respects, the Rules and Regulations of the District remain in full force and effect.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 28th day of June, 2012, after public hearing by the Board of County Commissioners at its regular meeting.

**BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON**
*Acting as Governing Body of the
Clackamas County Service District No. 1*

Chair

Recording Secretary



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER AMENDING AND ADOPTING RATES AND CHARGES FOR
THE TRI-CITY SERVICE DISTRICT**

The attached Order changes the Equivalent Dwelling Unit (EDU) monthly charge for wholesale sanitary sewer service within the Tri-City Service District (TCSD) from \$13.35 to \$15.35 per EDU. The increase will offset the higher operating costs of the new and combined treatment facilities located at the plant. The Tri-City Advisory Committee recommended this increase and has reviewed the 2012-13 fiscal year budget associated with this increase.

The monthly service charge for retail sanitary sewer service will be adjusted to \$25.00 per EDU.

These changes are effective for service rendered on and after July 1, 2012. The Order further requires the District to amend Table 1 of its Rules and Regulations to reflect this change. The change in charges for monthly sanitary sewer service for TCSD is pursuant to the FY 2012-2013 budget approved by the District's Budget Committee on May 24, 2012, and adopted by the Board on June 28, 2012.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached Order adopting monthly service charges for FY 2012-2013 for TCSD at its June 28, 2012 meeting for services rendered on and after July 1, 2012 and direct staff to amend Table 1 of the District's Rules and Regulations to reflect this change.

Sincerely,

Michael S. Kuenzi, P.E.
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

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

In the Matter of an Order Amending
and Adopting Rates and Charges for
Tri-City Service District, Clackamas
County, Oregon



ORDER NO.

This matter came for hearing before the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Tri-City Service District ("District"). The District serves the Cities of Gladstone, Oregon City and West Linn, Oregon (each a "City"). The District finds that the District's Rules and Regulations allow for adoption and amendment of rates and charges by order. The Board further finds that it is necessary to adopt the wholesale sanitary sewer equivalent dwelling unit ("EDU") charge of \$15.35 per EDU, and the retail sanitary sewer charge of \$25.00 per EDU, effective July 1, 2012, pursuant to the District's approved budget, and being fully advised, it is:

ORDERED:

1. Table 1 of the District's Rules and Regulations is amended to read that effective July 1, 2012, for all services rendered after said date, the District's wholesale sewer service charge shall be \$15.35 per month for each dwelling unit or equivalent dwelling unit as assigned each class of service, which shall be paid by the user from the date of connection to the sewerage system. The City may set such additional amounts for monthly user charges which shall be added to the District's wholesale charge, and the entire amount shall be billed by the City. Payment shall be made to the City in which the property is located for subsequent remittance to the District, except for those areas billed directly to the users by the District. No single point of connection through the system shall have a smaller sewer service charge than any other, and the District shall receive \$15.35 thereof with the balance retained by the City for operation and maintenance of collection sewer facilities. The District shall bill for and directly receive the retail charge of \$25.00. The District shall set the sewer service charges for each user based upon Table 1 of the District's Rules and Regulations. District staff is directed to amend Table 1 in accordance with this Order.
2. In all other respects, the Rules and Regulations of the District remain in full force and effect.
3. An executed copy hereof shall be kept on file at Water Environment Services.

PASSED this 28th day of June, 2012, after public hearing by the Board of County Commissioners at its regular meeting.

BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, OREGON
Acting as Governing Body of the
Tri-City Service District

Chair

Recording Secretary

COPY

15
Cindy Becker
Director

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with
Valley View Care Center dba Oregon City Retirement Center for
Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract renewal with Valley View Care Center dba Oregon City Retirement Center for Community Mental Health Provider services.

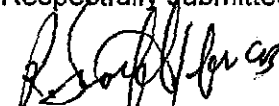
This agency will provide residential treatment services to consumers with mental/emotional disorders. These services include 24-hour care, supervision, training and support. These services were previously approved by the Board on June 11, 2009.

This contract has no upper limit. It is funded with the 2011-2013 Community Mental Health Provider Agreement through the Oregon Department of Human Services – Oregon Health Authority. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The contract is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwetzig/Office of Business Services at (503)742-5318.

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

AGENCY SERVICE CONTRACT

This Agency Service Contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and VALLEY VIEW CARE CENTERS dba OREGON CITY RESIDENTIAL CENTER, hereinafter called "AGENCY." Throughout this contract and all exhibits, the term "DEPARTMENT" shall refer to and mean the State of Oregon, Oregon Health Authority.

The services set forth under this Agency Service Contract reflect required pass-through language from the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit 2, Scope of Work, attached hereto and incorporated herein. This contract sets forth the terms under which AGENCY will provide the following services:

- MHS 28 Residential Treatment Services
- MHS 201 Non-Residential Adult Mental Health Services (Designated)
- MHS 35 Older/Disabled Adult MH Services

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2012** and shall end on **June 30, 2013** unless terminated by one or both parties as provided below.

3.0 Compensation and Fiscal Records

- 3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit 3, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.
- 3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.
- 3.3 Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- 3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall

permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

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

4.0 Manner of Performance

- 4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this contract.
- 4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an Exhibit, the Exhibit shall take precedence.
- 4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- 4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

- 5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

VALLEY VIEW CARE CENTER dba OREGON CITY RESIDENTIAL CENTER

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 3 of 31

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

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

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

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

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

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

5.3 Controlling State Law. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this contract shall be filed and tried

VALLEY VIEW CARE CENTER dba OREGON CITY RESIDENTIAL CENTER

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 4 of 31

within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

- 5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- 5.5 Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- 5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.
- 5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- 5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- 5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
- 5.9.1 AGENCY shall:
- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
 - c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
- 5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than Forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work weeks five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the

VALLEY VIEW CARE CENTER dba OREGON CITY RESIDENTIAL CENTER

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 5 of 31

work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653-010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

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

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

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

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

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

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

5.13 Confidentiality. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any consumer identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of consumer records or other consumer identifying information.

6.0 Termination

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

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

6.2.1 If the terms of the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT are

VALLEY VIEW CARE CENTER dba OREGON CITY RESIDENTIAL CENTER

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 6 of 31

modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

- 6.2.2 The termination, suspension or expiration of the 2009-2011 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.
- 6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- 6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.
- 6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse, relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.
- 6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.
- 6.2.7 If AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.
- 6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.
- 6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of contract. The rights and remedies of COUNTY related to default (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

VALLEY VIEW CARE CENTER dba OREGON CITY RESIDENTIAL CENTER
2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services
Page 7 of 31

7.0 Notices

If to AGENCY:

Valley View Care Center dba
dba Oregon City Residential Center
Desi Krueger
515 - 10th Street
Oregon City, OR 97045

If to COUNTY:

Clackamas County Community Health Division
Attention: Contract Administration
2061 Kaen Road, # 387
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Definitions
- Exhibit 2 Scope of Work
- Exhibit 3 Compensation and Payment
- Exhibit 4 General Terms and Conditions
- Exhibit 5 Special Terms and Conditions
- Exhibit 6 Required Federal Terms and Conditions
- Exhibit 7 Vendor Terms and Conditions
- Attachment 1 Rate Chart Consolidated by Provider Report
- Attachment 2 County Financial Report Form

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

VALLEY VIEW CARE CENTERS
dba OREGON CITY RESIDENTIAL CENTER

By: *Art Johnson*
Art Johnson, Owner
6/18/12

Date
515 - 10th Street
Street Address
Oregon City, Oregon 97045
City/State/Zip
(503)656-0855 / (503)657-4212
Phone / Fax

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Lininger
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

COPY

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with
Meadows Courtyard for
Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of an *Agency Service Contract renewal with Meadows Courtyard* for Community Mental Health Provider services.

This agency will provide residential treatment services to consumers with mental/emotional disorders. These services include 24-hour care, supervision, training and support. These services were previously approved by the Board on June 25, 2009.

This contract has no upper limit. It is funded with the 2011-2013 Community Mental Health Provider Agreement through the Oregon Department of Human Services – Oregon Health Authority. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The contract is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwetzig/Office of Business Services at (503)742-5318.

AGENCY SERVICE CONTRACT

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

The services set forth under this Agency Service Contract reflect required pass-through language from the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit 2, Scope of Work, attached hereto and incorporated herein. This contract sets forth the terms under which AGENCY will provide the following services:

- MHS 201 Non-Residential Adult Mental Health Services (Designated)
- MHS 35 Older/Disabled Adult MH Services.

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2012** and shall end on **June 30, 2013** unless terminated by one or both parties as provided below.

3.0 Compensation and Fiscal Records

- 3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit 3, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.
- 3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.
- 3.3 Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- 3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

MEADOWS COURTYARD

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 2 of 29

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

4.0 Manner of Performance

- 4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this contract.
- 4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an Exhibit, the Exhibit shall take precedence.
- 4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- 4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

- 5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

MEADOWS COURTYARD

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 3 of 29

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

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

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

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

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

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

5.3 Controlling State Law. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this contract shall be filed and tried

MEADOWS COURTYARD

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 4 of 29

within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

- 5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- 5.5 Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- 5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.
- 5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- 5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- 5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
 - 5.9.1 AGENCY shall:
 - a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
 - c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
 - 5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than Forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work weeks five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the

MEADOWS COURTYARD

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 5 of 29

work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653-010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

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

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

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

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

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

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

5.13 Confidentiality. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any consumer identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of consumer records or other consumer identifying information.

6.0 Termination

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

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

6.2.1 If the terms of the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT are

MEADOWS COURTYARD

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 6 of 29

modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

- 6.2.2 The termination, suspension or expiration of the 2009-2011 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.
- 6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- 6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.
- 6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.
- 6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.
- 6.2.7 If AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.
- 6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.
- 6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of contract. The rights and remedies of COUNTY related to default (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

MEADOWS COURTYARD

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services
Page 7 of 29

7.0 Notices

If to AGENCY:

Meadows Courtyard
Pamalynn Richardson, President/Administrator
13837 Garden Meadows Drive
Oregon City, OR 97045

If to COUNTY:

Clackamas County Community Health Division
Attention: Contract Administration
2051 Kaen Road, # 367
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1	Definitions
Exhibit 2	Scope of Work
Exhibit 3	Compensation and Payment
Exhibit 4	General Terms and Conditions
Exhibit 5	Special Terms and Conditions
Exhibit 6	Required Federal Terms and Conditions
Exhibit 7	Vendor Terms and Conditions
Attachment 1	Rate Chart Consolidated by Provider Report
Attachment 2	County Financial Report Form

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

MEADOWS COURTYARD

By: *Pamalynn Richardson*
Pamalynn Richardson, President/Administrator
6/13/13

Date
13837 Garden Meadows Drive
Street Address
Oregon City, Oregon 97045
City/State/Zip
(503)658-8113 / (503)650-7486
Phone / Fax

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Liningier
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

COPY

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with
Milwaukie Care Center, Inc. for
Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract renewal with Milwaukie Care Center, Inc. for Community Mental Health Provider services.

This agency will provide residential treatment services to consumers with mental/emotional disorders. These services include 24-hour care, supervision, training and support. These services were previously approved by the Board on June 25, 2009.

This contract has no upper limit. It is funded with the 2011-2013 Community Mental Health Provider Agreement through the Oregon Department of Human Services – Oregon Health Authority. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The contract is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwetzig/Office of Business Services at (503)742-5318.

AGENCY SERVICE CONTRACT

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

The services set forth under this Agency Service Contract reflect required pass-through language from the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit 2, Scope of Work, attached hereto and incorporated herein. This contract sets forth the terms under which AGENCY will provide the following services:

- MHS 201 Non-Residential Adult Mental Health Services (Designated)

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2012** and shall end on **June 30, 2013** unless terminated by one or both parties as provided below.

3.0 Compensation and Fiscal Records

- 3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit 3, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.
- 3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.
- 3.3 Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- 3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

MILWAUKIE CARE CENTER, INC.

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 2 of 27

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

4.0 Manner of Performance

- 4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this contract.
- 4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an Exhibit, the Exhibit shall take precedence.
- 4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- 4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

- 5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

MILWAUKIE CARE CENTER, INC.

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 3 of 27

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

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

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

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

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

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

5.3 Controlling State Law. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this contract shall be filed and tried

MILWAUKIE CARE CENTER, INC.

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 4 of 27

within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

- 5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- 5.5 Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- 5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.
- 5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- 5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- 5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
 - 5.9.1 AGENCY shall:
 - a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
 - c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
 - 5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than Forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work weeks five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the

MILWAUKIE CARE CENTER, INC.

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 5 of 27

work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653-010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

- 5.9.4. AGENCY shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
- 5.9.5 AGENCY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- 5.9.6 AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- 5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- 5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- 5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.
- 5.13 Confidentiality. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any consumer identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of consumer records or other consumer identifying information.

6.0 Termination

- 6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.
- 6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
 - 6.2.1 If the terms of the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT are

MILWAUKIE CARE CENTER, INC.

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 6 of 27

modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

- 6.2.2 The termination, suspension or expiration of the 2009-2011 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.
- 6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- 6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.
- 6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse, relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.
- 6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.
- 6.2.7 If AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.
- 6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYs with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.
- 6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of contract. The rights and remedies of COUNTY related to default (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

MILWAUKIE CARE CENTER, INC.

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 7 of 27

7.0 Notices

If to AGENCY:

Milwaukie Care Center, Inc.
Jannice Steeves, President
14107 SE Redwood Avenue
Milwaukie, OR 97267

If to COUNTY:

Clackamas County Community Health Division
Attention: Contract Administration
2051 Kaen Road, # 367
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1	Definitions
Exhibit 2	Scope of Work
Exhibit 3	Compensation and Payment
Exhibit 4	General Terms and Conditions
Exhibit 5	Special Terms and Conditions
Exhibit 6	Required Federal Terms and Conditions
Exhibit 7	Vendor Terms and Conditions
Attachment 1	Rate Chart Consolidated by Provider Report
Attachment 2	County Financial Report Form

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

MILWAUKIE CARE CENTER, INC.

By: Jannice Steeves, President
Jannice Steeves, President
6/18/12

Date _____
14107 SE Redwood Avenue
Street Address _____
Milwaukie, Oregon 97267
City/State/Zip _____
(503)659-1077 / (503)659-7370
Phone _____ / Fax _____

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Lininger
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

EXHIBIT 1

DEFINITIONS

Whenever used in this Agency Service Contract, the following terms shall have the meanings set forth below;

"Agency": Entity contracted by County

"Allowable Costs" the costs described in OMB Circular A-87 except to the extent such costs are limited or excluded by other provisions of this contract

"AMH": the State of Oregon, Department of Human Services, Addictions and Mental Health

"Client Prior Authorization" or "CPA": an authorization submitted to DEPARTMENT by COUNTY, if and to the extent permitted by the applicable service description, submitted to DEPARTMENT by AGENCY for a particular service to a particular individual that specifies:

- (a) the service
- (b) the agency
- (c) the individual to receive service who satisfies the eligibility requirements for that service
- (d) a period of time during which funding for service is authorized to the specified individual
- (e) a monthly, daily or hourly rate for delivery of specified service that does not exceed the amount authorized in all other CPAs on any day during the period of time specified in the CPA and all funds specified in the PPA for a period of time that includes that day

"Client Process Monitoring System (CPMS)": means DEPARTMENT's information system that tracks and documents service delivery or any successor system designated by DEPARTMENT

"Community Mental Health Program" or "CMHP": a centrally organized and coordinated program of services for persons with mental/emotional disorders and addiction dependencies operated by, or contractually affiliated with a Local Mental Health Authority and operated in a specific geographic area of the State of Oregon

"Consumer": with respect to a particular service provided by Agency, any individual receiving that service, in whole or in part, with funds provided under this contract

"Contract": This Agency Service Contract between COUNTY and AGENCY for the provision of services.

"Contract Settlement": DEPARTMENT's reconciliation, after termination of this contract, of amounts disbursed to AGENCY through the COUNTY with amounts obligated under this contract.

"County": Clackamas County Behavioral Health Division

"Department": State of Oregon, Oregon Health Authority. Department contracts with County to establish and finance community mental health and addiction programs. County, in turn, subcontracts certain services to Agency.

"OHA": Oregon Health Authority of the State of Oregon

"OAR": Oregon Administrative Rule as it applies to AMH

"SPD": the State of Oregon, Department of Human Services, Seniors and People with Disabilities

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with
Princeton Village Assisted Living for
Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract renewal with Princeton Village Assisted Living for Community Mental Health Provider services.

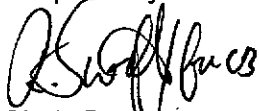
This agency will provide residential treatment services to consumers with mental/emotional disorders. These services include 24-hour care, supervision, training and support. These services have not previously been approved by the Board.

This contract has no upper limit. It is funded with the 2011-2013 Community Mental Health Provider Agreement through the Oregon Department of Human Services – Oregon Health Authority. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The contract is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwetzig/Office of Business Services at (503)742-5318.

AGENCY SERVICE CONTRACT

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

The services set forth under this Agency Service Contract reflect required pass-through language from the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.

CONTRACT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit 2, Scope of Work, attached hereto and incorporated herein. This contract sets forth the terms under which AGENCY will provide the following services:

- MHS 201 Non-Residential Adult Mental Health Services -- Designated

2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2012** and shall end on **June 30, 2013** unless terminated by one or both parties as provided below.

3.0 Compensation and Fiscal Records

- 3.1 Compensation. COUNTY shall compensate AGENCY as specified in Exhibit 3, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.
- 3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, should AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until AGENCY submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.
- 3.3 Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- 3.4 Access to Records and Facilities. COUNTY, DEPARTMENT, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this contract, the funds paid to AGENCY hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, and transcripts. In addition, AGENCY shall permit authorized representatives of COUNTY and DEPARTMENT to perform site reviews of all services delivered by AGENCY hereunder.

PRINCETON VILLAGE ASSISTED LIVING

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 2 of 27

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

4.0 Manner of Performance

- 4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this contract.
- 4.2 Precedence. A requirement listed both in the main boilerplate of this contract and in an Exhibit, the Exhibit shall take precedence.
- 4.3 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- 4.4 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.0 General Conditions

- 5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this contract.

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

PRINCETON VILLAGE ASSISTED LIVING

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 3 of 27

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

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

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

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

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

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

5.3 Controlling State Law. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this contract shall be filed and tried

PRINCETON VILLAGE ASSISTED LIVING

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 4 of 27

within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

- 5.4 Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- 5.5 Severability. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract *did not* contain the particular term or provision held to be invalid.
- 5.6 Waiver. The failure of either party to enforce any provision of this contract shall not constitute a waiver of that or any other provision.
- 5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- 5.8 Oregon Constitutional Limitations. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
- 5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 the following terms and conditions are made a part of this contract:
 - 5.9.1 AGENCY shall:
 - a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such agency or subcontractor incurred in performance of this contract.
 - c. Not permit any lien or claim to be filed or prosecuted against COUNTY on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 5.9.2 If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this contract.
 - 5.9.3 No person shall be employed for more than ten (10) hours in any one day, or more than Forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work weeks five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the

PRINCETON VILLAGE ASSISTED LIVING

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 5 of 27

work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653-010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

- 5.9.4. AGENCY shall promptly, as due, make payment to any person, partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury, to the employees of AGENCY, of all sums that AGENCY agrees to pay for the services and all moneys and sums that AGENCY collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
- 5.9.5 AGENCY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- 5.9.6 AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- 5.10 Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
- 5.11 Integration. This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
- 5.12 Successors in Interest. The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.
- 5.13 Confidentiality. CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any consumer identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, the CONTRACTOR acknowledges the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agrees that CONTRACTOR and CONTRACTOR's agents and employees will comply with all applicable requirements of HIPAA related to the confidentiality of consumer records or other consumer identifying information.

6.0 Termination

- 6.1 Termination Without Cause. This contract may be terminated by mutual consent of both parties, or by either party, upon ninety (90) days' notice, in writing or delivered by certified mail or in person.
- 6.2 Termination With Cause. COUNTY may terminate this contract effective upon delivery of written notice to AGENCY, or at such later date as may be established by COUNTY, under any of the following conditions:
 - 6.2.1 If the terms of the 2011-2013 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT are

PRINCETON VILLAGE ASSISTED LIVING

2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services

Page 6 of 27

modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.

- 6.2.2 The termination, suspension or expiration of the 2009-2011 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the DEPARTMENT.
 - 6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
 - 6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.
 - 6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this contract.
 - 6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.
 - 6.2.7 If AGENCY fails to perform any of the other provisions of this contract, or fails to pursue the work of this contract in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.
 - 6.2.8 Debarment and Suspension. COUNTY shall not permit any person or entity to be an AGENCY if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. COUNTY shall require all AGENCYS with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.
- 6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this contract if AGENCY substantially fails to perform the specific provisions of contract. The rights and remedies of COUNTY related to default (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 6.4 Transition. Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

PRINCETON VILLAGE ASSISTED LIVING
2012-2013 AGENCY SERVICE CONTRACT for Community Mental Health Provider (CMHP) Services
Page 7 of 27

7.0 Notices

If to AGENCY:

Princeton Village Assisted Living
Jennifer Thompson, Business Office Manager
14370 SE Oregon Trail Drive
Clackamas, OR 97015

If to COUNTY:

Clackamas County Community Health Division
Attention: Contract Administration
2051 Kaen Road, # 367
Oregon City, OR 97045

This contract consists of seven (7) sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1	Definitions
Exhibit 2	Scope of Work
Exhibit 3	Compensation and Payment
Exhibit 4	General Terms and Conditions
Exhibit 5	Special Terms and Conditions
Exhibit 6	Required Federal Terms and Conditions
Exhibit 7	Vendor Terms and Conditions
Attachment 1	Rate Chart Consolidated by Provider Report
Attachment 2	County Financial Report Form

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

PRINCETON VILLAGE ASSISTED LIVING

By: 

Nathanael Emge, Executive Director

~~Matthew Dunham, Management Company~~
~~Exec. U.P. Grant & Government Relations~~

Date 6-15-12

14370 SE Oregon Trail Drive

Street Address

Clackamas, Oregon 97015

City/State/Zip

(503)558-1215 / (503)558-8437

Phone / Fax

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair

Commissioner: Jim Bernard

Commissioner: Jamie Damon

Commissioner: Ann Linger

Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Residential Treatment Services Agreement with
Youth Villages, Inc. (formerly ChristieCare) for
Community Mental Health Provider services**

Clackamas County Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a Residential Treatment Services Agreement with Youth Villages, Inc. (formerly Christie Care) Community Mental Health Provider services.

This agency will provide 24-hour residential treatment services to individuals with mental or emotional disorders. This contract has not previously been approved by the Board.

This contract has no upper limit. It is funded with the 2011-2013 Community Mental Health Provider Agreement through the Oregon Department of Human Services – Oregon Health Authority. No County General Funds are involved. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. The contract is effective July 1, 2012 and terminates on June 30, 2013.

Recommendation

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwetzig/Office of Business Services at (503)742-5318.

RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Residential Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and YOUTH VILLAGES, INC., hereinafter called "AGENCY."

AGREEMENT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which AGENCY will contract with COUNTY to provide residential treatment services to Clients.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2012**. This agreement shall terminate **December 31, 2012** unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

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

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

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this agreement.

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

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

4.4 Workers' Compensation. AGENCY 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.

5.0 General Conditions

5.1 Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY's officers, agents, and employees, in performance of this agreement.

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

AGENCY shall also obtain at AGENCY's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

AGENCY agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

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

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

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

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

5.2.9 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this agreement.

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

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

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

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

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

5.8 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon

funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 AGENCY shall:

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

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

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

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

5.9.5 All employers working under this agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

6.0 Termination

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

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

6.2.1 The terms of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority.

6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified to accommodate a reduction in funds.

6.2.3a If AGENCY receives notice that funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for coverage of services, the AGENCY may terminate this agreement in thirty (30) days' notice, in writing or delivered by certified mail or in person.

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

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

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

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

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

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. AGENCY and COUNTY shall continue to perform all duties and obligations under this agreement to the date of termination.

7.0 Notices

If to AGENCY:

Youth Villages, Inc.
PO Box 368
Marylhurst, OR 97036

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, Suite 367
Oregon City, OR 97045

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

- Exhibit A Definitions
- Exhibit B Compensation and Payment
- Exhibit C Scope of Work
- Exhibit D Performance Standards
- Exhibit E Compliance with Applicable Law
- Attachment 1 Rate Chart Consolidated by Provider Report

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

YOUTH VILLAGES, INC.

By: *Lynne Saxton*
 Lynne Saxton, Executive Director
06-18-12
 Date
PO Box 368
 Street Address
Marylhurst, Oregon 97036
 City/State/Zip
(503)635-3416 (503)697-6932
 Phone / Fax

CLACKAMAS COUNTY

- Commissioner: Charlotte Lehan, Chair
- Commissioner: Jim Bernard
- Commissioner: Jamie Damon
- Commissioner: Ann Lining
- Commissioner: Paul Savas

Signing on Behalf of the Board:

 Cindy Becker, Director
 Health, Housing and Human Services

 Date

S:\Admin\CONTRACTS\IMHO\Expense\Youth Villages (formerly ChristieCare)\Residential\2012-12-31RTSAcontract.docx

COPY

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Alternative Services of Oregon, Inc. for
Behavioral Consultation Services and Outpatient Mental Health Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department requests the approval of a Behavioral Health Services Agreement with Alternative Services of Oregon, Inc. for Behavioral Consultation Services and Outpatient Mental Health Services to OHP members authorized by Clackamas Mental Health Organization (CMHO).

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. This agreement has not previously been reviewed by the Board of County Commissioners.

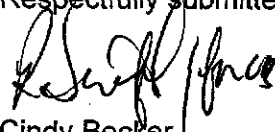
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CMHO staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. The agreement is effective July 1, 2012 and terminates on December 31, 2012.

Recommendation

We recommend approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and ALTERNATIVE SERVICES OF OREGON, INC., hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide mental health services to Oregon Health Plan Medicaid recipients enrolled with COUNTY's Mental Health Organization.

2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2012**. This agreement shall terminate **December 31, 2012** unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

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

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

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

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. CONTRACTOR shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of OBRA 1991 and ORS 127.649, Patient Self-Determination Act.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Workers' Compensation. CONTRACTOR 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.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR in performance of this agreement.

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

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

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

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

5.2.8 Independent Contractor Status. The service or services to be rendered under this agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

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

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried in Clackamas County, Oregon.

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

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

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

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

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

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

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

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

6.0 Term and Termination

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

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

6.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the MHO Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

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

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

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

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

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this agreement if CONTRACTOR substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

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

7.0 Notices

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

If to CONTRACTOR:

Alternative Services of Oregon, Inc.
7165 SW Fir Loop, # 200
Tigard, OR 97223-8055

If to COUNTY:

Clackamas Mental Health Organization
Clackamas County Behavioral Health Division
2051 Kaen Road, #367
Oregon City, OR 97045

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

- | | |
|-----------|--------------------------------|
| Exhibit A | Definitions |
| Exhibit B | Compensation and Payment |
| Exhibit C | Scope of Work |
| Exhibit D | Performance Standards |
| Exhibit F | Compliance with Applicable Law |

ALTERNATIVE SERVICES OF OREGON, INC.
c/o Community Living Concepts

By: 
Arthur Mack, President

6/6/12
Date
32625 W Seven Mile Road, Suite 7
Street Address
Livonia, Michigan 48152
City/State/Zip
(248) 471-4880 (248) 476-0929
Phone /Fax Numbers

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Lininger
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department
Date

Agreement Effective Date: _____, 20 _____

S:\Admin\CONTRACTS\IMHO\Expense\Alternative Services, Inc\2012-12-31BHSAgreement.docx

COPY

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Amendment to an Intergovernmental Revenue Agreement
with the State of Oregon acting by and through Its Department of Human Services
For My Future My Choice Program Services**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to an Intergovernmental Revenue Agreement with the State of Oregon acting by and through its Department of Human Services for My Future My Choice program services. My Future My Choice is a comprehensive sexuality education curriculum whose goal is to provide middle school students with tools to resist social and peer pressure to become sexually involved before they are ready. Services under this agreement include complying with program requirements utilizing provided materials. Recruit and provide staff and volunteers to fulfill the role of Coordinator and teen leaders. Provide communication concerning all aspects of the program to support the work of the coordinator and teen leaders. Amendment adds funding for the second year of the contract.

Total amount of this agreement is \$18,040 an increase of \$8,290. Funds are budgeted in the My Future My Choice grant stream for fiscal year 2011-2013 to cover this agreement. No County General Funds are involved. This agreement is effective July 1, 2011 and will terminate June 30, 2013. This agreement is a renewal agreement. The original agreement was reviewed and approved by County Counsel July 11, 2011.

Recommendation

We recommend the approval of this agreement and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Deanna Mulder at (503) 650-5675

Phone: (503) 650-5697 • Fax: (503) 655-8677 www.clackamas.us



Grant Agreement 136239

**Amendment to
State of Oregon
Intergovernmental Grant Agreement**

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

This is amendment number **01** to Grant Agreement Number **136239** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Children, Youth & Family Division
2051 Kaen Rd.
Oregon City, OR 97045
Phone: 503-650-5696
Fax: 503-650-5674**

hereinafter referred to as "County"

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) June 30, 2012 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; **new language is underlined and bold.**
 - a. Amend Section 1. "Effective Date and Duration" only to change the Agreement expiration date from **June 30, 2012** to **June 30, 2013**.
 - b. Amend Section 3. "Grant," Subsection a. only to change the maximum not-to-exceed amount from **\$9,750.00** to **\$18,040.00**.

- c. Amend **EXHIBIT A, Part 2, Section VI.** Subsection B., to add a new Paragraph 7. to read as follows:
 - 7. County shall provide DHS with reports that contain the information outlined in Section **VII.** below. Reports are due no later than the dates described below:
 - (a) For the period beginning July 1, 2011 thru June 30, 2012 reports are due no later than June 10, 2012.
 - (b) For the period beginning July 1, 2012 thru June 30, 2013 reports are due no later than March 31, 2013 and June 10, 2013.
- d. Amend **EXHIBIT A, Part 2, Section VII.** Subsection 1., Paragraph a. to read as follows:
 - a. Number of students participating in each classroom session by date, school, **grade, gender,** and facilitator.
- e. Amend **EXHIBIT A, Part 3, Section I., Subsection A., Paragraph 1.** only to add new Subparagraphs (a) and (b) to read as follows:
 - (a) **For the period beginning from July 1, 2011 thru June 30, 2012 the maximum reimbursement shall be \$9,750.00.**
 - (b) **For the period beginning from July 1, 2012 thru June 30, 2013 the maximum reimbursement shall be \$8,290.00.**
- 3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
- 4. **Certification.** By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:
 - a. The undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

- b. The number shown in Section 5. "County Data and Certification" of original Agreement or as amended is County's correct taxpayer identification and all other information provided in Section 5. "County Data and Certification" is true and accurate;
- c. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding; and
- d. County is an independent contractor as defined in ORS 670.600 and ORS chapters 316, 656, 657, and 701.

5. SIGNATURES

Clackamas County/Acting by and through its Children, Youth & Family Division, by:

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

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

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

Approved for Legal Sufficiency: Exempt per OAR 137-045-0050(2)

Assistant Attorney General	Date
----------------------------	------

Office of Contracts and Procurement:

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to the Intergovernmental Agreement Between
Community Solutions for Clackamas County and State of Oregon
Department of Energy for Weatherization Services**

Community Solutions for Clackamas County (CSCC), a division of the Health, Housing and Human Services Department (HS3) requests approval of an amendment to the intergovernmental agreement with the State of Oregon Department of Energy for funding of weatherization services to County residents.

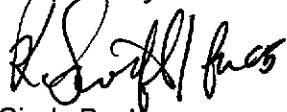
This amendment will continue Clackamas County Weatherization Program to qualify households based on fuel type used for heating, and income of the residents occupying the household. Upon eligibility determination, an audit will be performed to determine eligible energy saving measures to be performed. These measures may include insulation, house tightening measures, installation of flame retention burners, window replacement, and furnace repair or replacement.

The original agreement provided \$20,000 to pay for accomplishing the work required by the agreement. Amendment No. 2 adds an additional \$20,000 revenue for a total of \$40,000. No County General Funds are involved. This amendment is effective July 1, 2012 and terminates June 30, 2013. It is an ongoing agreement with the State of Oregon, Department of Energy and was approved by counsel in July of 2011.

Recommendation

We recommend the approval of this amendment and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For additional information on this issue or copies of attachments please contact
Maureen Thompson at 503-655-8842

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
State Home Oil Weatherization (SHOW) Program**

1. This is Amendment No. 002 to Contract No. 11-002, dated 7/1/11, between State of Oregon through its Department of Energy, hereafter called **Agency**, and Community Solutions for Clackamas County hereafter referred to as "Recipient". **This amendment covers work performed from July 1, 2012 through June 30, 2013 ONLY. Work performed prior to July 1, 2012 is not eligible and will NOT be reimbursed under this amendment.**
2. The Agreement is hereby amended as follows (deleted language is indicated ~~strikethrough~~ and new language indicated by **underlining and bold**):
3. Amendments:
 - A. Contract Administrator information is amended as follows:

RECIPIENT		ODOE	
Administrator:	Jacque Meier	Administrator:	Anthony Buckley <u>Deby Davis</u>
Title:	Service Program Manager	Title:	Division Administrator
Organization:	Community Solutions for Clackamas Co	Organization:	Oregon Department of Energy
Address:	1810 Red Soils Ct., Suite B Oregon City, OR 97405	Address:	625 Marion St NE Salem, OR 97301
Phone:	(503) 650-3339	Phone:	
Email:	jacquemei@co.clackamas.or.us	Email:	(503) 373-7400 <u>(503) 378-8351</u>
Federal ID #:	93-6002286		anthony.buckley@state.or.us <u>deby.s.davis@state.or.us</u>

- B. Agreement Section 1 and 3 are amended as follows:

AGREEMENT

1. Effective Date. This Agreement shall become effective on July 1, 2011. This Agreement shall expire on the earlier of ~~June 30, 2012~~ **June 30, 2013**, or the date final payment is made by ODOE.

3. Grant. In accordance with the terms and conditions of this Agreement, ODOE shall provide Recipient ~~\$20,000.00~~ **\$40,000.00** (Grant Funds or Grant moneys) for the purposes described in Section 4 (the "Program"). ODOE shall pay the Grant from monies available the State Home Oil Weatherization Program.

Grant Funds may be used only for eligible expenditures purposed and set out in this agreement.

Any Program Income deriving from the Grant Funds must be added to the Grant Funds. Program Income shall be considered Grant Funds for purposes of this Agreement and must be used or expended in accordance with the terms and conditions of this Agreement. Recipient must obtain written approval from ODOE prior to earning any Program Income. Program Income includes any interest or other income generated with or deriving from the Grant Funds.

- C. **11. GENERAL PROVISIONS** – Section g is amended as follows:

g. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Recipient or ODOE to the applicable Principal Contact at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours

of the Recipient, or on the next business day, if transmission was outside normal business hours of the Recipient. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any communication or notice given by personal delivery shall be effective when actually delivered.

ODOE:

Zaida Zuniga, Contracts Officer
Oregon Department of Energy
625 Marion Street NE
Salem, OR 97301
Phone: 503-378-6968
Fax: 503-373-7806
Email: zaida.zuniga@state.or.us

Recipient:

Jacque Meier, Service Program Manager
Community Solutions for Clackamas Co
1810 Red Soils Ct., Suite B
Oregon City, OR 97405
Phone: (503) 650-3339
Email: jacquemei@co.clackamas.or.us

~~Anthony Buckley, Division Administrator
Oregon Department of Energy
625 Marion Street NE
Salem, OR 97301
Phone: 503-373-7400
Email: anthony.buckley@state.or.us~~

Angie Whitethorn, RETC Program Assistant **Energy Program Specialist**
Oregon Department of Energy
625 Marion Street NE
Salem, OR 97301
Phone: 503-378-2697
Email: angela.whitethorn@state.or.us

Either party may designate a different person or change the contact information given in this section by providing notice in the manner provided in this section and such change shall be effective without need for amendment under Section 12.c.

D. Exhibit A-Statement of Work, General Information. Section II is amended as follows:

II. Reimbursement Provisions

1. Reimbursement for all work performed under this Grant shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum amount of award listed in Section 3. Travel and other expenses of the Recipient shall not be reimbursed by the ODOE.
2. Reimbursements shall be made to Recipient on receipt and approval of an invoice supported by properly completed SHOW Data Sheets and back up receipts. Requests for reimbursement will not be processed without this documentation.
3. Recipient shall not submit billings for, and ODOE will not pay, any amount in excess of the maximum compensation amount set forth in Section 3. No reimbursement will be made for any services performed before the effective date or after the expiration date of this Grant.
4. Recipient shall submit invoices and documentation to:

Angela Whitethorn
Oregon Department of Energy
625 Marion Street NE
Salem OR 97301-3737

5. Reimbursement requests are due a maximum of 6 months from the date of completed work. Reimbursement for requests will not be made if the work is older than 6 months.
- 6. All invoices for reimbursement of work performed between July 1, 2012 and June 30, 2013 must be submitted for payment no later than June 30, 2013.**

- 4. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Contractor agrees that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

SIGNATURES

Health, Housing & Human Services
 Community Solutions for Clackamas County

Oregon Department of Energy

By _____
 Signature/Title: _____ Date

By: _____
 Bob Repine Date
 Acting Director

By: _____
 Anthony Buckley Date
 Division Administrator

By: _____
 Jan Lemke Date
 Designated Procurement Officer

June 28, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of
Sandy/ Sandy Senior Center to Provide Social Services to
Clackamas County Residents**

The Clackamas County Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of an Intergovernmental Agreement Amendment #3 with the City of Sandy/ Sandy Senior Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for the provision of services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

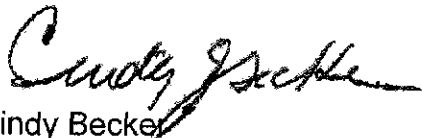
This contract provides services funded by Older Americans Act in the Sandy area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community.

This amendment increases the agreement amount by \$94,398; to a total of \$190,910. 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. The agreement begins July 1, 2011 and continues through June 30, 2013.

Recommendation

We recommend the approval of this contact and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-22-11/12

Board Order Number: 062311-A3

Division: Social Services

Amendment Number 3

Contractor: City of Sandy / Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Termination Date

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013. This results in a net increase to the contract budget of \$94,398.

I. AMEND: SCOPE OF SERVICES

D. Services required under the terms of this agreement shall commence July 1, 2011. This agreement shall terminate June 30, 2012

TO READ:

D. Services required under the terms of this agreement shall commence July 1, 2012. This agreement shall terminate June 30, 2013

II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,038 in Older Americans Act III-B funds, \$11,834 in Older Americans Act III-C funds, \$1,412 in Older Americans Act III-D funds, \$4,500 in Older Americans Act III-E funds, \$6,048 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$2,325 in NSIP funds, \$18,939 in STF Out Of District funds, \$570 in Tri-Met funds for waived non-medical transportation match; \$35,316 of Special Transportation Formula funds, and \$1,530 of Medicaid funds for Medicaid client non-medical transportation services; for a total net compensation of \$96,512.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$14,038 in Older Americans Act III-B funds, \$11,539 in Older Americans Act III-C funds, \$1,412 in Older Americans Act III-D funds, \$4,500 in Older Americans Act III-E funds, \$6,480 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$2,288 in NSIP funds, \$15,529 in STF Out Of District funds, \$778 in Tri-Met funds for waived non-medical transportation match; \$36,512 of Special Transportation Formula funds, and \$1,322 of Medicaid funds for Medicaid client non-medical transportation services; for a total net compensation of \$94,398.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 - Unit Cost Schedule

Amend

**1. UNIT COST SCHEDULE
CITY OF SANDY - SENIOR CENTER
Fiscal Year 2011-12**

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	NSIP Funds (6)	OAA Match (7)	STF Funds (8)	MEDICAID Funds (9)	Program Income (12)	NO. OF UNITS (13)	TOTAL COST (14)	REIMBURSE- MENT RATE (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	\$5,880					\$654			\$1,000	1,470	\$7,534	\$4.00
Prevention			\$756			\$0				38	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656			\$0				16	\$656	\$40.00
Family Crgvr. Respite				\$4,500		\$1,125			\$2,000	142	\$7,625	\$31.70
Trans - Ride Con. Out of Dist							\$18,939		\$600	2,526	\$19,539	\$7.50
Transportation - Special Needs							\$35,316			1,030	\$35,316	\$34.29
Transport - T19 Non-Med.							\$778	\$1,322		150	\$2,100	\$14.00
Food Service - Frozen HDM		\$7,410			\$2,850	\$824				3,800	\$11,084	\$2.700
OAA Meal Site Management		\$5,452				\$606			\$18,048	18,800	\$24,106	\$1.25
Medicaid Meals - SDSD		(\$1,028)			(\$525)	(\$114)		\$6,678	(\$630)	700	\$4,381	\$6.42
LIEAP Intakes										0	\$0	\$8.50
TOTALS	\$14,038	\$11,834	\$1,412	\$4,500	\$2,325	\$4,002	\$55,033	\$8,000	\$21,018		\$122,162	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

Source of OAA Match - City of Sandy, additional support staff and volunteers

Program Income - Client Donations from respite, senior nutrition, and transportation programs

Contract Amount: \$96,512

To Read

1. UNIT COST SCHEDULE
CITY OF SANDY - SENIOR CENTER
 Fiscal Year 2012-13

Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	NSIP Funds (6)	OAA Match (7)	STF Funds (8)	MEDICAID Funds (9)	Program Income (12)	NO. OF UNITS (13)	TOTAL COST (14)	REIMBURSE- MENT RATE (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	\$5,880					\$654			\$1,000	1,470	\$7,534	\$4.00
Prevention			\$756			\$0				38	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656			\$0				16	\$656	\$40.00
Family Crgvr. Respite				\$4,500		\$1,125			\$2,000	142	\$7,625	\$31.70
Trans - Ride Con. Out of Dist							\$15,529		\$600	1,883	\$16,129	\$8.25
Transportation - Special Needs							\$36,512			1,030	\$36,512	\$35.45
Transport - T19 Non-Med.							\$778	\$1,322		150	\$2,100	\$14.00
Food Service - Frozen HDM		\$7,410			\$2,850	\$824				3,800	\$11,084	\$2.700
OAA Meal Site Management		\$5,293				\$589			\$17,520	18,250	\$23,401	\$1.25
Medicaid Meals - SDS		(\$1,163)			(\$563)	(\$129)		\$7,155	(\$675)	750	\$4,625	\$6.34
LIEAP Intakes										0	\$0	\$6.50
TOTALS	\$14,038	\$11,539	\$1,412	\$4,500	\$2,288	\$3,969	\$52,819	\$8,477	\$20,445		\$119,487	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

Source of OAA Match - City of Sandy, additional support staff and volunteers

Program Income - Client Donations from respite, senior nutrition, and transportation programs

Contract Amount: \$94,398

All other terms and conditions of the original contract remain in full force and effect.

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

<p>AGENCY</p> <p>CITY OF SANDY SANDY SENIOR CENTER</p> <p><i>Scott Lazenby</i></p> <p>By Scott Lazenby City Manager</p> <p><i>6/6/12</i></p> <p>Date</p> <p>38348 Pioneer Blvd Street Address</p> <p>Sandy, OR 97055 City/Zip</p> <p>(503) 668-5569 (503) 668-5891 Phone Fax</p> <p>93-6002250 Tax ID Number</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas</p> <p>Signing on Behalf of the Board</p> <p>_____ Cindy Becker, Director Health, Housing & Human Services</p> <p>_____ Date</p>
--	---



COPY

24

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Correcting Board Order Number 2003-050

The attached board order is to correct Board Order Number 2003-050, dated April 3, 2003. Primarily a triangular shaped portion of Kaen Road, as shown and dedicated to the public on the Plat of Red Soils, Plat Number 2980, Survey Records of Clackamas County, was shown but was not shaded, alluding that this portion of Kaen Road was not part of the road vacation, when in fact it was. Additionally a reference to Exhibit "B" was omitted from the description. The inclusion of the triangular shaped portion to the previously vacated portion of Kaen Road changes the square footage to the corrected total of 105,166 square feet, more or less.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached board order, which corrects Board Order Number 2003-050.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bezner".

Mike Bezner, PE
Transportation Engineering Manager

For additional information or copies of attachments,
please contact Doug Cutshall at 503-742-4669.

COPY

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

In the matter of Correcting
Board Order No. 2003-050
vacating a portion of Kaen Road
County Road No. 2594 situated in
Section 5, T.3 S., R.2 E., WM
Clackamas County, Oregon

Order No.
Page 1 of 3



This matter coming before the Board at this time and it appearing to the Board of County Commissioners that Board Order No. 2003-050 contained an error; and

It further appearing to the Board that Board Order No. 2003-050 read as follows:

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.351 a petition signed by 100 percent of the abutting owners and a written report finding this vacation to be in the public interest from Cam Gilmour, the County Road Official, have been submitted in the matter of the vacation of a portion of Kaen Road, County Road Number 2594, described as follows:

All that portion of Kaen Road, County Road Number 2594, that lies south and west of the following described line: Beginning at the Northwest Corner of Lot 8 in the Plat of Red Soils, Plat Number 2980, Survey Records of Clackamas County, said point also being a point of tangent on the southerly right-of-way line of Beaver Creek Road as per said Plat of Red Soils; thence along the arc of a 418.00 foot radius curve to the right, through a central angle of 90°50'54", for an arc distance of 662.78 feet, (long chord bearing is North 45°18'01" West a distance of 595.50 feet) to a point of curve on the westerly right-of-way line of Kaen Road, County Road Number 2594, as described in the Plat of Red Soils.

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,

This is an intergovernmental vacation and shall not become effective until the City of Oregon City by Resolution or Order concurs with the County governing body in the vacation procedures, and,

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

In the matter of the Correcting
Board Order No. 2003-050
vacating a portion of Kaen Road
County Road No. 2594 located in
Section 5, T.3 S., R.2 E., WM
Clackamas County, Oregon

Order No.
Page 2 of 3



Clackamas County Planning,
Engineering, WES, and Road Maintenance sections have been contacted and do
not have any objections to the proposed road vacation; now therefore

IT IS HEREBY ORDERED that the
above described portion of Kaen Road, containing 99,198 square feet, more or
less, County Road 2594, be vacated when the *City of Oregon City concurs by
Resolution or Order*; 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.

It further appearing that the Board
Order should have read as follows:

This matter coming before the Board of County Commissioners at this time and
appearing to the Board that in accordance with ORS 368.351 a petition signed by
100 percent of the abutting owners and a written report finding this vacation to be
in the public interest from Cam Gilmour, the County Road Official, have been
submitted in the matter of the *vacation of a portion of Kaen Road, County Road
Number 2594*, described as follows:

**All that portion of Kaen Road, County Road Number 2594, as shown
on attached Exhibit "B" and by this reference made a part hereof,**
that lies south and west of the following described line: Beginning at
the Northwest Corner of Lot 8 in the said Plat of Red Soils, said point
also being a point of tangent on the southerly right-of-way line of
Beavercreek Road as per said Plat of Red Soils; thence along the arc
of a 418.00 foot radius curve to the right, through a central angle of
90°50'54", for an arc distance of 662.78 feet, (long chord bearing is
North 45°18'01" West a distance of 595.50 feet) to a point of curve on
the westerly right-of-way line of Kaen Road, County Road Number
2594, as described in the Plat of Red Soils.

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

In the matter of the Correcting
Board Order No. 2003-050
vacating a portion of Kaen Road
County Road No. 2594 situated in
Section 5, T.3 S., R.2 E., WM
Clackamas County, Oregon

Order No.
Page 3 of 3



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,

This is an intergovernmental
vacation and shall not become effective until the City of Oregon City by
Resolution or Order concurs with the County governing body in the vacation
procedures, and,

Clackamas County Planning,
Engineering, WES, and Road Maintenance sections have been contacted and do
not have any objections to the proposed road vacation; now therefore

IT IS HEREBY ORDERED that the
above described portion of Kaen Road, County Road 2594, containing **105,166**
square feet, more or less, be vacated when the City of Oregon City concurs by
Resolution or Order; and,

IT IS HEREBY ORDERED that
Board Order No. 2003-050 be corrected as indicated above.

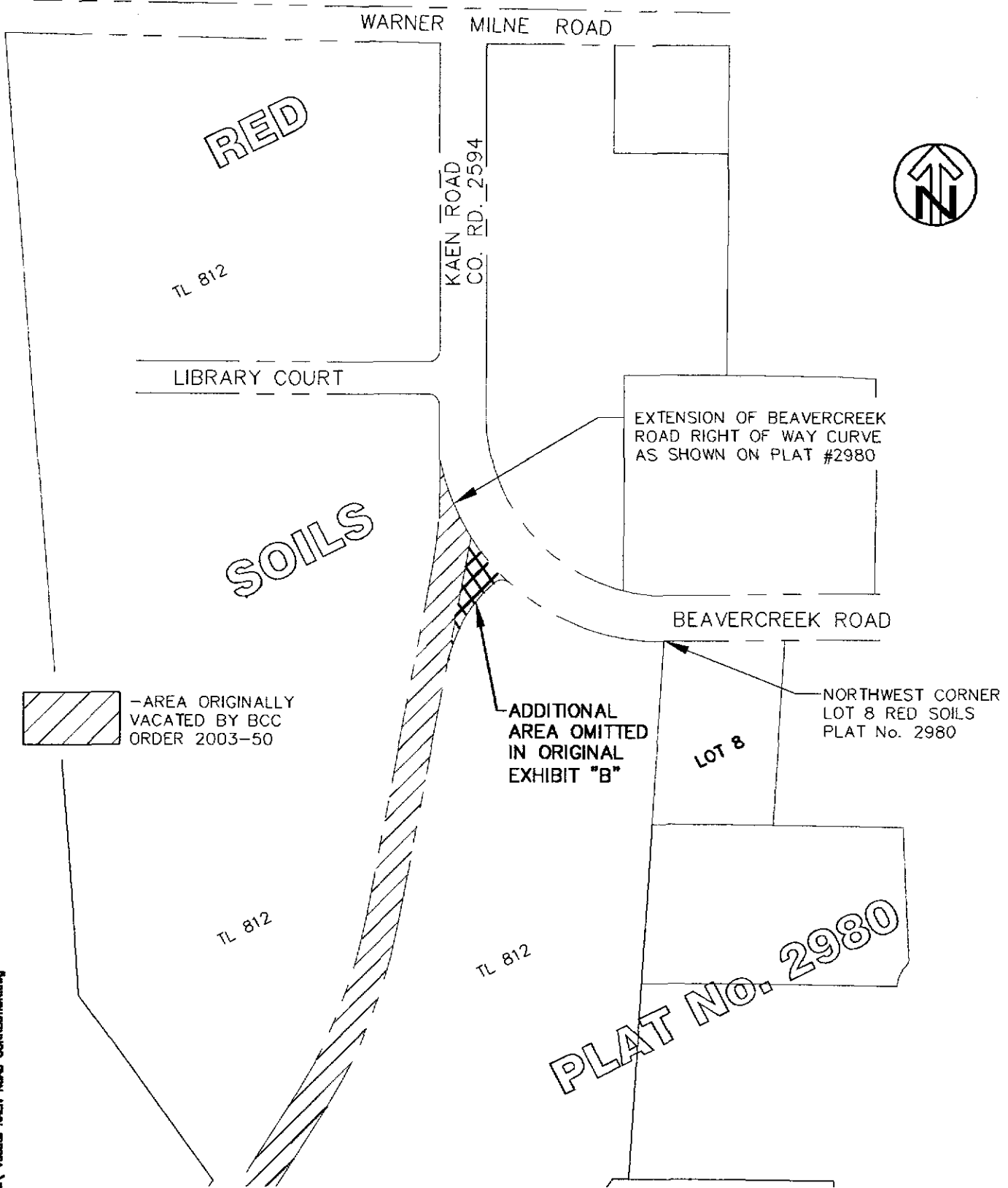
ADOPTED this 28th day of June, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SECTION 5 T.3S., R.2E., WM
CLACKAMAS COUNTY, OREGON



C:\Road\Vacations\Vacates KAEN ROAD CORRECTION.dwg

REVISION	DATE	BY

DEPARTMENT OF
TRANSPORTATION
AND DEVELOPMENT



05/21/2012 DWG. BY D. CUTSHALL SCALE: N.T.S.

EXHIBIT "B"
CORRECTING BOARD ORDER
2003-050 ADDING TRIANGULAR AREA

SHEET
1



25  COPY

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

June 28, 2012

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Resolution Supporting the Application for a Transportation Growth Management (TGM)
Grant to develop a Clackamas County Active Transportation Plan**

Currently, the Transportation and Growth Management Program within ODOT is accepting applications for projects for the fiscal year 2013-14 that will update local Transportation Systems Plans. The Department of Transportation and Development (DTD) has identified a need to develop an Active Transportation Plan and incorporate it into the County's Comprehensive Plan. On June 14, 2012, during the special study sessions, the BCC discussed and supported the application. Since TGM applications that are accompanied with a resolution supporting the proposal score higher than those with only letters of support, it is requested that the BCC adopt the attached Resolution of Support.

DTD and the County Parks Department will work together to develop a Clackamas County Active Transportation Plan. The purpose of the project is to identify and prioritize the primary network of active transportation corridors that connect the communities in Clackamas County, both rural and urban. An active transportation plan will increase opportunities for walking, bicycling and equestrian use, while at the same time reduce the reliance on the state highway system for local travel needs. The high speeds and lack of consistent bike lanes along the State Highways and the greater distance between destinations present significant difficulties for promoting active transportation in the rural areas. The Active Transportation Plan for Clackamas County will be a strategic plan that highlights the assets available for active transportation and will serve as a resource to assist in budgeting for missing components of a comprehensive active transportation network.

The anticipated total budget for the project is \$179,761 with \$159,988 coming from the TGM grant and \$19,773 from County match, funded through the Road Fund, Tourism and County Parks. Staff time from DTD, County Parks and Tourism will be utilized for this project.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board approve the Resolution supporting the application for a Transportation Growth Management (TGM) grant to develop a Clackamas County Active Transportation Plan.

Sincerely,

Mike Bezner, P.E.

Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Karen Buehrig at (503) 742-4683

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

In the Matter of a Resolution
Supporting the Application for a
Transportation Growth Management
(TGM) Grant to Develop a Clackamas
County Active Transportation Plan



Order No
Page 1 of 2

WHEREAS, the application for Transportation Growth Management 2012 Grant will score higher on the Grant Award criteria if governing body of the County endorses the project by resolution; and

WHEREAS, the Clackamas County Board of Commissioners expressed support for the application at their June 14, 2012 study session meeting, noting that development of a Clackamas County Active Transportation Plan will benefit the citizens of Clackamas County; and

WHEREAS, the recent "Bicycle Design Studio" project undertaken by the Clackamas County Tourism Department has identified that improved active transportation infrastructure that connects the rural communities will facilitate bicycle tourism throughout the County; and

WHEREAS, the Department of Transportation and Development will coordinate this project with the Parks Department and will work together to identify and prioritize key active transportation corridors that connect key communities and destinations; and

WHEREAS, the Board finds that this project will support the County's Strategic Plan mission of creating healthy, safe and sustainable communities; and

WHEREAS, a Clackamas County Active Transportation Plan addresses the goals of the Transportation System Plan that were adopted by the Clackamas County Board of Commissioners in April 2012; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for Clackamas County supports the Department of Transportation and Development in the submittal of a Transportation Growth Management 2012 Grant Application in order to develop an Active Transportation Plan for Clackamas County.

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

In the Matter of a Resolution
Supporting the Application for a
Transportation Growth Management
(TGM) Grant to Develop a Clackamas
County Active Transportation Plan



Order No
Page 2 of 2

Dated this 28th day of June, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



26

Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

June 28, 2012

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

Board of Commissioners
Clackamas County

Members of the Board:

**A BOARD ORDER APPROVING SOLID WASTE MANAGEMENT FEE
ADJUSTMENTS**

Annual Review of Solid Waste Collection Franchisees

The Office of Sustainability of the Department of Transportation and Development (DTD) is responsible for managing the County's integrated solid waste collection system. This includes an annual review of the production records of the 11 franchised solid waste collection companies currently holding the County's 23 franchises. The purpose of the review is to ensure the solid waste collection services requested by the citizens of the County are being provided as safely and as efficiently as possible. The review is used to establish the fees charged for the variety of services required by the County and ensure a fair return on revenues to the collectors.

The County is currently divided into four fee zones: 1) Urban; 2) Rural; 3) Distant Rural and 4) Mountain. The Urban zone is within the Metro Urban Growth Boundary established prior to March 2003. Zones are differentiated by services offered (no Yard Debris outside Urban zone) and the distances traveled between houses and to disposal sites.

The fees are proposed to take effect on August 1, 2012 to coincide with the Metro disposal fee increase. The Solid Waste Commission has recommended an increase for the most common service level, the 32 gallon can/cart collected weekly, of 45 cents per month from \$28.20 to \$28.65 in the Urban fee zone, a 1.6% adjustment. All other classes of service follow similar adjustments.

Analysis has been conducted on a range of factors impacting the cost of providing service, including labor and fuel costs and increases in disposal fees at Metro transfer stations. This process is assisted by a certified public accountant to review franchisee financial records.

The market value of recyclables (recycling revenues partially offset costs) was stronger during 2011 than expected and exceeded our conservative projections.

This trend is not expected to continue into the coming year and is reflected in this year's projections.

The Metro Council has adopted an increase to the cost of disposal of \$4.31 per ton effective August 1, 2012. It is necessary to pass this fee through in order to ensure the franchisees are able to recover this increase. Disposal expense is approximately 30% of the direct operational expenses. (Metro staff report attached.) A disposal fee increase of this or greater magnitude can be expected over the next several years.

The anticipated increase in fuel and labor costs and the disposal fee increase have been factored into the projections used to calculate the proposed fee adjustments.

In August 2011 fees were adjusted upwards in all zones for all service types. The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

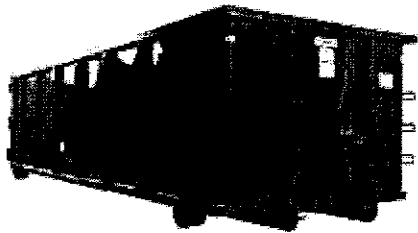
32/35 gallon can/cart	Current	Proposed	Change
Urban	\$28.20	\$28.65	\$0.45
Rural	\$24.85	\$25.30	\$0.45
Distant Rural	\$29.80	\$30.35	\$0.55
Mountain Zone	\$31.05	\$31.60	\$0.55

Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel and disposal costs as mentioned above.

Container Fees	Adjustment Per Cubic Yard
Urban	\$2.62
Rural	\$2.82
Distant Rural/Mountain	\$2.77

Staff is recommending a monthly rent be applied to all customers with a permanent box on site. Past practice has been to apply rental based on frequency of service for both temporary (occasional) and permanent customers. While this method is suitable for the occasional customer utilizing drop box service it is not appropriate for a permanent customer, because the permanent customer is using the container 100% of the time. For example, the commercial/industrial/multifamily customers using containers have the full monthly cost of their containers built into their rate, regardless of the frequency of service. Similarly, permanent drop box customers should pay for the cost of their drop box on a monthly basis, regardless of the frequency of service.

Open Drop Box:	
Commercial/Industrial/Multifamily -All Zones	Proposed
Rental fee for all sizes-per month	\$50.00



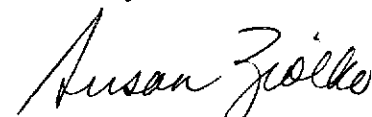
Drop Box

Further background materials are attached.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedule as presented in Exhibit A effective August 1, 2012.

Sincerely,


Susan Ziolk, Supervisor
Office of Sustainability

Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@co.clackamas.or.us.

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

In The Matter of Approving a Waste
Management Fee Adjustment for 23
Franchised Solid Waste
Collectors of Clackamas County



Order No.

Page 1 of 3

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

It further appearing to the Board that the Solid Waste Commission, at a meeting on June 5, 2012, reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

- A. That a Waste Management Fee adjustment has been requested by 23 franchisees; and
- B. That it is the County's responsibility to ensure each portion of the solid waste collection system recovers the cost of providing that particular service; and
- C. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
- D. That operating costs such as labor and fuel are increasing; and
- E. That disposal costs are increasing on August 1, 2012; and
- F. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
- G. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and
- H. That the Urban Waste Management Fees inside the Urban Growth Boundary should apply to each of the following firms:

Clackamas Garbage Co.; Gladstone Disposal Co., Inc.; Hoodview Disposal & Recycling, Inc.; Keller Drop Box, Inc.; Mel Deines Sanitary Service, Inc.; Oak Grove Disposal Co., Inc.; P. Deines Sanitary Service, Inc.; Oregon City Garbage Co., Inc.; Rossman Sanitary Service, Inc.; Sunset Garbage Collection, Inc.; United Disposal Service, Inc.; Waste Management of Oregon, Inc.; West Linn Refuse & Recycling, Inc. and Wichita Sanitary Service; and

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

In The Matter of Granting a Waste Management Fee Adjustment for 23 Franchised Solid Waste and Recycling Collectors of Clackamas County



Order No.
Page 2 of 3

I. That the Rural Waste Management Fees should apply to each of the following firms:

Arrow Sanitary Service, Inc.; Canby Disposal Co.; Hoodview Disposal & Recycling, Inc.; Keller Drop Box, Inc.; Oregon City Garbage Co., Inc.; Rossman Sanitary Service, Inc.; United Disposal Service, Inc.; and Waste Management of Oregon, Inc.; and

J. That the Distant Rural Waste Management Fees should apply to each of the following firms:

American Sanitary Service, Inc.; Bliss Sanitary Service, Inc.; Keller Drop Box, Inc.; Molalla Sanitary Service, Inc.; United Disposal Service, Inc.; and Waste Management of Oregon, Inc.; and

K. That the Mountain Waste Management Fees should apply to the following firms:

Bliss Sanitary Service, Inc.; and

It further appearing to the Board that on the basis of their findings the Solid Waste Commission has recommended in favor of granting the aforementioned Waste Management Fee adjustment as set forth in Exhibit A for solid waste collection of residential and commercial accounts, in all fee zones; and

The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; now therefore

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

In The Matter of Granting a Waste
Management Fee Adjustment for 23
Franchised Solid Waste and Recycling
Collectors of Clackamas County

} Order No.

} Page 3 of 3

IT IS HEREBY ORDERED that the foregoing
recommendations be adopted and that the following franchised collectors be granted a Waste Management
Fee adjustment according to the recommendations effective August 1, 2012, and that the firms receiving the
Waste Management Fee adjustments are as follows:

1. American Sanitary Service, Inc.
2. Arrow Sanitary Service, Inc.
3. Bliss Sanitary Service, Inc.
4. Canby Disposal Company, Inc.
5. Clackamas Garbage Company
6. Gladstone Disposal Company, Inc.
7. Hoodview Disposal & Recycling, Inc.(B&J Garbage)
8. Hoodview Disposal & Recycling, Inc.(Deines Bros.)
9. Keller Drop Box, Inc.
10. Mel Deines Sanitary Service, Inc.
11. Molalla Sanitary Service, Inc.
12. Oak Grove Disposal Co., Inc.
13. Oregon City Garbage Co., Inc.
14. P. Deines Sanitary Service, Inc.
15. Rossman Sanitary Service, Inc.
16. Rossman Sanitary Service, Inc.(Dunthorpe)
17. Sunset Garbage Collection, Inc.
18. United Disposal Service, Inc. (Allied Waste Services of Wilsonville-Tualatin)
19. Waste Management of Oregon, Inc. (John P. Lehl)
20. Waste Management of Oregon, Inc. (Milwaukie)
21. Waste Management of Oregon, Inc. (Mt. Hood)
22. West Linn Refuse & Recycling, Inc.
23. Wichita Sanitary Service

ADOPTED this _____ day of _____, 2012

BOARD OF COUNTY COMMISSIONERS

Charlotte Lehan, Chair

Recording Secretary



27  COPY

Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

June 28, 2012

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

Board of Commissioners
Clackamas County

Members of the Board:

Approval of first amendment to intergovernmental agreement between Clackamas County and Clackamas Community College for Energy Education and Outreach

ISSUE & BACKGROUND

The County has received funds through the Energy Efficiency and Conservation Block Grant ("EECBG") established as part of the American Recovery and Reinvestment Act of 2009. These funds cover multiple activities, from public building retrofits to loans for residential energy upgrades to outreach and education. EECBG funds have not been totally exhausted and staff has prepared a request to extend our grant period by 90 days beyond the original August 2, 2012 ending date. This is likely to be granted because our original grant was a "strategy only" grant and actual programs were not approved until six months into the grant period.

The County signed an intergovernmental agreement with Clackamas Community College to provide sustainable energy consumption outreach and education to the public through June 30, 2012. Of the original \$50,000 maximum available for the IGA with Clackamas Community College, approximately \$10,000 remains. This amendment would allow the college to continue its facilitation of the Energy Steward program and other outreach such as teacher workshops at a minimum through August 2, 2012 and most likely through October 31, 2012.

County Counsel has reviewed and approved the amendment to the Intergovernmental Agreement.

RECOMMENDATION

Staff respectfully recommends to the Board of County Commissioners approval of this amendment to extend the end date of the Intergovernmental Agreement with Clackamas Community College to further our efforts in energy efficiency.

Sincerely,

A handwritten signature in cursive script that reads "Susan Ziolk".

Susan Ziolk
Office of Sustainability

For information on this issue please contact Susan Ziolk at (503) 742-4455

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
Between Clackamas County and Clackamas Community College for
Energy Education and Outreach**

The Intergovernmental Agreement between Clackamas County and Clackamas Community College for Energy Education and Outreach, with an effective date of March 17, 2011, regarding the funding of sustainable energy consumption outreach and education by the Energy Efficiency and Conservation Block Grant ("EECBG"), established as part of the American Recovery and Reinvestment Act of 2009, is hereby amended as indicated herein.

Section 3 of the Intergovernmental Agreement shall now read as follows (added text is indicated by underlining, deleted text is indicated by ~~striking~~):

3. Duration of the Agreement: This Agreement shall become effective of the date first written above, and shall have a duration through October 31, 2012 ~~June 30 2011~~, ~~after which it shall be subject to two (2) renewal periods, six (6) months in duration, unless one or the other party gives notice of its intent not to renew. Notice of the intent not to renew shall be given no later than thirty (30) days prior to the expiration of either the initial term, or either of its renewal periods.~~

Except as expressly indicated in this Amendment, and the Memorandum of Understanding dated September 12, 2011 which clarified that an additional \$25,000 could be added if the IGA was renewed, the original Intergovernmental Agreement shall remain in full force and effect with precisely the terms and conditions that are contained therein.

This amendment is made pursuant to Section 8(a) of the original Intergovernmental Agreement and by signing below the parties express their consent to the Amendment and their intention to be bound thereto.

*Clackamas County
Board of County Commissioners*

Clackamas Community College

Charlotte Lehan, Chair

Ray Hoyt, Director of Customized
Training & Development Services

Date

Date

28



Jeff Jorgensen
Manager

FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT

Board of County Commissioners
Clackamas County

1710 RED SOILS COURT, #200 | OREGON CITY, OR 97045

Members of the Board:

Approval of a Contract Amendment #3 with Diversified Abilities, Inc.
For Janitorial Services for Clackamas County Facilities

An agreement has been negotiated with Diversified Abilities, Inc. that meets the requirements set forth by Facilities Management for janitorial services to renew the contract as well as add service to sixteen buildings currently serviced by a private company.

Diversified Abilities, Inc. is a qualified non-profit agency providing employment opportunities to disabled individuals in compliance with ORS 279.850 and, therefore, qualifies for an exemption from formal competitive bidding under LCRB Rule C-110-005E.

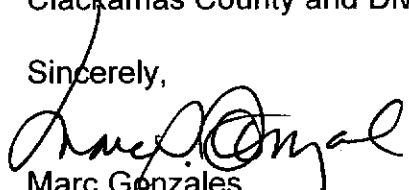
Financial Impact:

The initial term of the contract is for one year, July 1, 2012 through June 30, 2013, with an option to renew for additional one-year terms. The contract amount shall not exceed \$394,200.00. Funding is budgeted in the Facilities Management Budget line item 744-0214-00-431830. Costs will be recovered from departments receiving janitorial service through the Cost Allocation Program.

Staff Recommendation:

Staff respectfully recommends that the Board approves the Contract Amendment between Clackamas County and Diversified Abilities, Inc.

Sincerely,


Marc Gonzales
Director, Finance Department

Placed on the Agenda of June 28th, 2012 by the Purchasing Division

For information on this issue or copies of attachments
Please contact Cyndi Klaetsch at 503-557-6415.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **June 28, 2012** this Amendment #3, with Diversified Abilities, for Janitorial Services for Clackamas County Facilities Management.

This Requirements Contract complies with ORS 279.015 and qualifies for an exemption from formal competitive bidding under LCRB Rule C110-005E: "Contracts made with qualified no-profit agencies providing employment opportunities for disabled individuals."

The Contract amount is not to exceed \$394,200.00. Funds for this contract have been budgeted in FY 2012/2013 under line; 744-0214-00-431830.

Recommended Action: Staff respectfully requests approval of the contract with, Diversified Abilities, for Janitorial Services for Clackamas County Facilities Management.

Respectfully Submitted,

Dan Nenow, C.P.M.



29

Jeff Jorgensen
Manager

FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT

Board of County Commissioners
Clackamas County

1710 RED SOILS COURT, #200 | OREGON CITY, OR 97045

Members of the Board:

Approval of a Contract with Tualatin Valley Workshop, Inc.
For Janitorial Services for Clackamas County Facilities

Tualatin Valley Workshop, Inc., has been providing janitorial services since December of 2007 as the successor organization of Wellspring Services. The original contract was for services to ten (10) County facilities and increased over the years as new facilities were established. The current contract expires June 30, 2012.

An agreement has been negotiated with Tualatin Valley Workshop, Inc. that meets the requirements set forth by Facilities Management for janitorial services to renew the contract as well as to add service to buildings currently serviced by a private company.

Tualatin Valley Workshop, Inc. is a qualified non-profit agency providing employment opportunities to disabled individuals in compliance with ORS 279.850 and, therefore, qualifies for an exemption from formal competitive bidding under LCRB Rule C-110-005E.

Financial Impact:

The initial term of the contract is for one year, July 1, 2012 through June 30, 2013, with an option to renew for additional one-year terms. The initial contract amount shall not exceed \$412,272.00. Funding is budgeted in the Facilities Management Budget line item 744-0214-00-431830. Costs will be recovered from departments receiving janitorial service through the Cost Allocation Program.

Staff Recommendation:

Staff respectfully recommends that the Board approves the contract between Clackamas County and Tualatin Valley Workshop, Inc.

Sincerely,

Marc Gonzales
Director, Finance Department

Placed on the Agenda of June 28th, 2012 by the Purchasing Division

For information on this issue or copies of attachments
Please contact Cyndi Klaetsch at 503-557-6415.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 28, 2012** this Services Contract with Tualatin Valley Workshop, Inc., for Janitorial Services for Clackamas County Facilities Management.

This Requirements Contract complies with ORS 279.015 and qualifies for an exemption from formal competitive bidding under LCRB Rule C110-005E: "Contracts made with qualified no-profit agencies providing employment opportunities for disabled individuals."

The Contract amount is not to exceed \$412,272.00. Funds for this contract have been budgeted in FY 2012/2013 under line; 744-0214-00-431830.

Recommended Action: Staff respectfully requests approval of the contract with, Tualatin Valley Workshop, Inc., for Janitorial Services for Clackamas County Facilities Management.

Respectfully Submitted,

Dan Nenow, C.P.M.



30

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board

**Approval of the Resolution in the Matter of the
Board of County Commissioners, Clackamas County, Oregon
Authorizing Bond Refinancings for Debt Service Savings**

In 2003 and 2004 the Board approved the issuance of bonds for major projects that would benefit the County and its citizens including construction of the Public Services Building, purchase and development of the Stone Creek Golf Course and purchase of the Public Safety Training Center.

As part of a continuing effort to monitor outstanding County bonds and debt service, staff regularly examines with bond counsel and our financial advisors, any opportunity to provide debt service savings. Oregon law allows refinancing of bonds if the cost savings is greater than three percent (3%) of current debt service obligation. A recent examination of our 2003, 2003B and 2004 series bonds indicates that the County could save well in excess of that three percent of debt service if we proceed with the refinancing of all or part of these issues at this time.

If the County pursues refinancing of all three issues, the total amount of refunding bonds would be approximately \$21.5 million, with a net present value savings estimated at \$1,613, 401. If the County were to refinance only 2003B and 2004 bonds (a net present value savings estimated at \$674,625) the refunding bond amount would be approximately \$6.5 million, which would allow the County to issue "Bank Qualified" bonds and slightly reduce the interest rates on the new bonds.

The attached resolution authorizes the County Administrator or the Finance Director, on behalf of the County and without further action by the Board, to pursue, negotiate and execute the most advantageous refunding for all or part of these outstanding issues.

This resolution has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends approval of the attached Resolution in the Matter of the Board of County Commissioners, Clackamas County, Oregon Authorizing Refinancing for Debt Service Savings.

Sincerely,

Marc Gonzales
Finance Director

For more information regarding this issue or copies of attachments,
please contact Marc Gonzales (503) 742-5405

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

In the matter of the Board of County
Commissioners, Clackamas County,
Oregon, Authorizing Refinancings For
Debt Service Savings

}
Order No.
(Page 1 of 3)

This matter coming before the Board of County Commissioners of Clackamas County, Oregon (the "Board") and it appearing to the Board that the County is authorized by Oregon Revised Statutes Section 271.390 to enter into loan agreements to finance or refinance real or personal property which the Board determines is needed, and to authorize obligations evidencing the right to receive the payments due from the County under those loan agreements; and,

It appearing that the County is permitted by ORS 287A.105 to have those loan agreements be "bonded indebtedness" within the meaning of Section 10, Article XI of the Oregon Constitution, which the County is unconditionally obligated to repay and for which the County may pledge its full faith and credit; and,

It appearing that the County entered into a loan agreement on June 15, 2003 (the "June 2003 Loan Agreement") to finance construction projects for the public services building and costs of upgrading the emergency operations center, and authorized the issuance of the related Full Faith and Credit Obligations, Series 2003 (the "Series 2003 Obligations"); and,

It appearing that the County entered into a loan agreement on September 1, 2003 (the "September 2003 Loan Agreement") to finance the costs of acquiring, equipping and improving the Stone Creek Golf Course, and authorized the issuance of the related Full Faith and Credit Obligations, Series 2003B (the "Series 2003B Obligations"); and,

It appearing that the County entered into a loan agreement on June 1, 2004 (the "2004 Loan Agreement") to finance the costs of acquiring the James T. Brouillette Public Safety Training Center from Clackamas Community College, and authorized the issuance of the related Full Faith and Credit Obligations, Series 2004 (the "Series 2004 Obligations"); and,

It appearing that the projects that were financed with the June 2003 Loan Agreement, the September 2003 Loan Agreement and the 2004 Loan Agreement continue to be needed by the County; and,

It appearing that current interest rates are lower than the interest rates in the June 2003 Loan Agreement, the September 2003 Loan Agreement and the 2004 Loan Agreement, and the County may be able to reduce its debt service costs by refinancing those loan agreements and the related full faith and credit obligations; and,

It appearing that ORS 287A.360 to 287A.380 also authorize the County to refinance its obligations under the June 2003 Loan Agreement, the September 2003 Loan Agreement and the 2004 Loan Agreement; it is therefore

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

In the matter of the Board of County
Commissioners, Clackamas County,
Oregon, Authorizing Refinancings For
Debt Service Savings

Order No.
(Page 2 of 3)

RESOLVED AND ORDERED that the County Administrator or the Finance Director are each hereby authorized, on behalf of the County and without further action by the Board, to:

1. Select all or any portion of the June 2003 Loan Agreement, the September 2003 Loan Agreement and the 2004 Loan Agreement and the related full faith and credit obligations for refinancing pursuant to ORS 271.390 and ORS 287A.360 to 287A.380 to reduce the County's debt service expense.
2. Negotiate, execute and deliver one or more loan agreements (the "Loan Agreements") in an aggregate principal amount that is sufficient to: (a) refinance the obligations that are selected for refinancing pursuant to Section 1 of this Order; and (b) pay related costs. The Loan Agreements shall constitute "bonded indebtedness" within the meaning of ORS 287A.105, and the obligation of the County to make loan payments under the Loan Agreements shall be unconditional. The County Administrator or the Finance Director may pledge the County's full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, and any and all of the County's legally available funds, to make the payments due under the Loan Agreements. Subject to the limitations of this Order, the Loan Agreements may be in such form and contain such terms as the County Administrator or the Finance Director may approve.
3. Negotiate, execute and deliver one or more escrow agreements or similar documents (the "Escrow Agreements") that provide for the issuance of one or more series of "full faith and credit obligations" (the "Obligations") that represent ownership interests in the loan payments due from the County under the Loan Agreements. Subject to the limitations of this Order, the Escrow Agreements and each series of Obligations may be in such form and contain such terms as the County Administrator or the Finance Director may approve.
4. Determine whether the interest payable on each Loan Agreement will be includable in gross income or excludable from gross income under the Internal Revenue Code of 1986, as amended (the "Code").
5. Covenant for the benefit of the owners of tax-exempt Obligations to comply with all provisions of the Code which are required for the interest component of loan payments payable under the related Loan Agreements to be excluded from gross income for federal income tax purposes.
6. Deem final and authorize the distribution of a preliminary official statement for each series of Obligations, authorize the preparation and distribution of a final official statement or other disclosure document for each series of Obligations, and enter into agreements to provide continuing disclosure for owners of each series of Obligations.
7. Undertake to provide continuing disclosure for each series of Obligations in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.

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

In the matter of the Board of County
Commissioners, Clackamas County,
Oregon, Authorizing Refinancings For
Debt Service Savings

} Order No.
{ (Page 3 of 3)

8. Apply for ratings for each series of Obligations, determine whether to purchase municipal bond insurance or obtain other forms of credit enhancements for each series of Obligations, enter into agreements with the providers of credit enhancement, and execute and deliver related documents.
9. Enter into additional covenants for the benefit of the purchasers of the Loan Agreements and Obligations which the County Official determines are desirable to obtain more favorable for the Loan Agreements.
10. Engage the services of escrow agents or trustees and any other professionals whose services are desirable for the financing.
11. Determine the final principal amount of each Loan Agreement, the interest rate or rates which each series of loan payments shall bear, the County's prepayment rights and other terms of each Loan Agreement and each series of Obligations.
12. Solicit competitive bids for the purchase of each series of the Obligations and award their sale to the bidder offering the most favorable terms to the County, or select one or more underwriters or commercial banks, negotiate the terms of the sale of each series of Obligations, and sell that series to those underwriters or commercial banks; or sell one or more Loan Agreements to a commercial bank without issuing Obligations and take any actions related to such Loan Agreements as are authorized in this resolution and order to be taken in relation to Obligations.
13. Authorize submission of one or more advance refunding plans, prepay any portions of the June 2003 Loan Agreement, the September 2003 Loan Agreement and the 2004 Loan Agreement that are refinanced with the Loan Agreements, call for redemption any refinanced portions of the Series 2003 Obligations, the Series 2003B Obligations and the Series 2004 Obligations, and deposit Loan Agreement proceeds into escrow to defease and prepay the portions of the June 2003 Loan Agreement, the September 2003 Loan Agreement that are refinanced.
14. Execute and deliver any other certificates or documents and take any other actions which the County Administrator or the Finance Director determines are desirable to carry out this Order.

DATED this 28TH day of June, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



32

Dana S. Robinson
Director

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

June 28, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Hazard Mitigation Grant Program Intergovernmental Agreement DR-1956-OR
and Delegation of Authority to Acquire Flooded Property**

Attached please find the Hazard Mitigation Grant Program Intergovernmental Agreement (IGA) DR-1956-OR with the Oregon Military Department, Office of Emergency Management (OEM).

Following the January 16, 2011 floods, the County began the process of providing assistance to flooded homeowners along the upper Sandy River through the Federal Emergency Management Agency Hazard Mitigation Grant Program (HMGP) with the option of voluntary flooded property acquisitions (buyouts) to permanently alleviate future impacts to those individual properties and the greater community. Acquired properties will be maintained as open space in accordance with federal law.

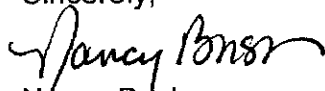
Under this IGA, two substantially flood damaged properties will be acquired: 21432 and 21438 E Glacier Court in Zigzag Village. These properties could be acquired more expeditiously, and with more convenience to the landowners, if the Board were to specifically delegate the power to acquire these properties to the Director of the Department of Emergency Management.

The IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

- Staff respectfully recommends that the Board approve and sign the attached IGA for the Hazard Mitigation Grant Program Contract DR-1956-OR; and
- Delegate authority for the purchase of the two properties to the Director of the Department of Emergency Management.

Sincerely,


Nancy Bush
Director

For information on this issue or copies of attachments
please contact Jay Wilson at (503) 723-4848

STATE OF OREGON

OFFICE OF EMERGENCY MANAGEMENT

HAZARD MITIGATION GRANT PROGRAM CONTRACT, FEMA DR-1956-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Office of Emergency Management, hereinafter referred to as "Grantee" and **Clackamas County**, hereinafter referred to as "Subgrantee".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from severe winter storms, flooding, mudslides, landslides & debris flows on January 13-21, 2011.

WHEREAS Grantee is authorized by the 2011 FEMA-State Agreement for the February 17, 2011 Presidential Disaster Declaration (DR-1956-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following.

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1956-OR, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Project entitled **Clackamas County – Sandy River Property Acquisition Project (Phase 1)** initially dated February 2011 and described in the application materials submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **February 17, 2011**¹ and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall

¹ Initial disaster declaration, DR-1956, for project management activities and subsequently when authorized by FEMA's Record of Environmental Consideration for on-the-ground HMGP project activities.

be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **March 12, 2014**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **March 12, 2014**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

4.0 PERFORMANCE

This contract authorizes federal funding for the acquisition of two residential structures that were substantially damaged by the January 2011 flood event .The residential structures are located at:

- 21432 Glacier Ct
- 21438 Glacier Ct

5.0 CLOSE-OUT

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

6.0 FUNDING

The initial estimated cost of the Project for the purpose of this Grant Agreement is **\$406,096** for project management activities, only. This contract can be amended by subsequent funding obligations for on-the-ground project activities as they are approved by FEMA.

Project Management (if approved in the scope of work): Project management is the oversight of an eligible project from the design phase (when necessary) to the completion of the work. Costs related to project management are eligible and can be reimbursed up to 10% of the total project cost and may be accomplished using contractor or force account labor, for example. Project management shall not be confused with subgrant administration which is intended to cover "all necessary costs of requesting, obtaining, and administering Federal assistance" which is described in subparagraph 4 of Section 6.0.

Project Engineering (if approved in the scope of work): Costs related to professional engineering services required to implement a project. Project engineering includes analysis and design activities and can be reimbursed up to 10% of the total project cost. Complex or larger projects may require additional engineering and this 10% cap can be reviewed on a case-by-case basis.

Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the Project to Subgrantee which are identified in the documentation provided by Subgrantee and approved by Grantee and FEMA.

The Parties understand that the Federal Emergency Management Agency will contribute up to seventy-five percent (75%) of the eligible costs for any eligible project and may also contribute an administrative allowance, as provided for in subparagraph 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement. The 75% Federal share for this project is **\$304,572**.

Subgrantee will commit the required twenty-five percent (25%) non-federal match to any eligible project. The non-federal match can be cash, in-kind or a combination of both.

7.0 PAYMENTS

Grantee, using funds granted for purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.
2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.
3. Subgrantee is *potentially* eligible to receive federal funding for administrative costs associated with requesting, obtaining, and administering the Hazard Mitigation Program grant(s). With DR-1956 Subgrantee costs for grant administration (administrative allowance) are now part of the overall State Management Cost component of HMGP. To simplify the calculation of the Subgrantee administrative allowance and provide consistency and equitability among all subgrantees, the Subgrantee management/administrative allowance can be reimbursed up to the following percentages (sliding scale):
 - Calculated at 1.5% of the first \$200,000 of the 100% total project cost, and

- For the 100% amount above \$200,000 but no more than \$500,000 at 1.00%.

Subgrantee administrative costs must be supported by back-up documentation to receive reimbursement. It is possible that the Subgrantee administrative allowance as calculated above could be reimbursed at a lesser rate with insufficient back-up documentation or *not reimbursed at all* based on the availability of State Management Cost funding.

4. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project Number and FEMA FIPS Number, and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-DR-1956-OR.
6. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

8.0 COST OVERRUNS

Cost overruns are the responsibility of the Subgrantee and will be borne fully by the Subgrantee.

9.0 RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division, or the United States Inspector General. Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for three years after date of final payment or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photographically document pre-construction, construction and completed conditions of the Project and make such documents a part of its records.

For acquisition projects, FEMA is required to track the use of real property acquired with grant funds in order to ensure that the property is maintained for open space in perpetuity (see 44 CFR Part 80). Subgrantee shall retain real estate transaction and property tracking records indefinitely.

10.0 AUDITS AND RECORDS

Audits shall be in accordance with the Single Audit Act of 1984, as amended. Subgrantee is to procure, at its own cost, audit services based on the following guidelines:

1. Subgrantee receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by Grantee.
2. Subgrantee receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-133.

As applicable, Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-83.548), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.

Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that Subgrantee's contractors and subcontractors also maintain records which are auditable. Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

Subgrantee shall send the audit report to Grantee's Project Administrator as soon as it is available, but no later than nine months after the end of the Subgrantee's fiscal year in which any funds received by Subgrantee under this Agreement are received. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report.

Subgrantee will respond to Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

Subgrantee shall include these requirements in any contract or subcontracts.

11.0 RECOVERY OF FUNDS

In the event that Subgrantee fails to complete the Project(s), fails to expend, or is overpaid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to owe funds to Grantee, Grantee reserves the right to recapture funds in accordance with federal and state laws and requirements. Repayment by Subgrantee of funds under this recovery provision shall occur within 30 days of demand. In the event that Grantee is required to institute legal proceedings to enforce this recovery provision, Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

The Subgrantee shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subgrantee shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subgrantee obtains recovery from a responsible party, the Subgrantee shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subgrantee shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

12.0 CONFLICT OF INTEREST

Subgrantee will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

13.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

14.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by Subgrantee either in whole or in part.

15.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that Subgrantee subcontracts for engineering services, Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subgrantee for the benefit of Subgrantee of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the contract termination. Subgrantee shall cause the subcontractor to provide it with a thirty (30) day notice of cancellation issued by the insurance company.

16.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, 206.440, Subgrantee may appeal any determination previously made related to the federal assistance for Subgrantee. The Subgrantee's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subgrantee's position.

17.0 GOVERNING LAW AND VENUE

1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

2. Notwithstanding Section 2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States

18.0 TERMINATION; RECOVERY OF FUNDS

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination, and Subgrantee will return of all federal funds paid to Subgrantee for the Project which have not been expended or irrevocably committed to eligible activities.
2. Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
 - a. A reduction in federal funds which are the basis for this Agreement, and/or,
 - b. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
3. Termination upon Noncompliance by Subgrantee
 - a. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBGRANTEE, or at such later date as OEM may establish in such notice, if SUBGRANTEE commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBGRANTEE an opportunity to cure the breach, default or failure in such time and on such terms as OEM may specify in such notice.
 - b.
 1. If Grantee's inspections and review of Subgrantee support documentation reveal deficiencies or unapproved variances in performance or documentation of the work, Grantee will notify the Subgrantee, which will correct deficiencies or variances before program closure.
 2. If Subgrantee's corrective actions required do not resolve deficiencies or variances from the approved Project, Grantee will so notify Subgrantee. If Grantee determines that the deficiencies or variances constitute noncompliance with or nonconformance to the Hazard Mitigation Grant Program requirements or conditions, Grantee will notify Subgrantee of that determination and recover obligated funds from the Subgrantee and take any other actions authorized or required under 44 CFR 13.43 (Enforcement) or 44 CFR 13.44 (Termination for Convenience) that are appropriate in the circumstances.

19.0 SAVINGS

Subgrantee shall apply any savings, rebates, and reductions in cost to reduce the overall cost of the Project.

20.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

21.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to Subgrantee, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, Subgrantee shall, as required by ORS 401.145(2), indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement.

22.0 Subgrantee ASSURANCES

Subgrantee represents and warrants to Grantee as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed, and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
7. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. Subgrantee will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract

for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.

12. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.
13. Subgrantee will comply, and will ensure that other entities comply, with the Buy American Act (41 USC 10a et seq.) when expending funds received under this Agreement.

23.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds, does not and will not acquire any ownership or title to such property of the Subgrantee.

24.0 ACKNOWLEDGMENTS

Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this Project in any information release or other publication developed or modified for, or referring to the Project.

25.0 INSURANCE

The Subgrantee will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

26.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected,

and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

27.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.

28.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

NAME:
CONTACT:
TITLE:
ADDRESS:
CITY:
Phone:
Fax:

For OEM:

Paulina Layton
Section Director, Mitigation and Recovery Services Section
Office of Emergency Management
P.O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22227
Fax: (503) 373-7833

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this

Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

29.0 PROPERTY ACQUISITION

In the event that the Subgrantee's Hazard Mitigation Project involves the acquisition of real property, Subgrantee acknowledges compliance with 44 CFR Part 80.

30.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Any additional terms or conditions imposed by FEMA or Grantee will be incorporated into an amendment to this Agreement. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, Grantee and Subgrantee have executed this Agreement as of the date and year written below.

Governor's Authorized Representative
Oregon Emergency Management

Authorized Agent Signature-Subgrantee
Printed Name: _____
Title: _____

DATE: _____

DATE: June 28, 2012

Oregon Emergency Management
P.O Box 14370

Subgrantee - PLEASE PRINT THE
FOLLOWING TO EXPEDITE

Salem, OR 97309-5062

PROCESSING:

CFDA: 97.039

Federal Tax ID No. (TIN): 93-60002286

Approved for Legal Sufficiency:

DUNS #: 096992656

Steven Wolf
Assistant Attorney General

Organization: Clackamas County

Address: 2051 Koen Rd
Oregon City, OR 97045

Phone:

R:\disaster\dr1956\mitigation404\clackamas_col\clackamas_hmnp grantee-subgrantee contract per-genb6280_rev-to_dr1956_v1.doc



33

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 28, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF AMENDMENT 5 TO THE
AGREEMENT TO FURNISH ENGINEERING SERVICES
TO CLACKAMAS COUNTY SERVICE DISTRICT NO.1
FOR THE TRI-CITY WPCP INTERIM CAPACITY DESIGN PROJECT**

On August 23, 2007, the Clackamas County Board of Commissioners approved the agreement between MWH Americas, Inc., and Clackamas County Service District No.1 (District) to provide design services for CCSD#1 upgrade of the Tri-City Water Pollution Control Plant as part of their Phase I program. The District's approach to negotiating an agreement with MWH for professional services from preliminary design to final project completion and system startup is a six step approach. This approach provides the District an opportunity to amend the contract at the completion of each budget year for actual level of services needed rather than forecasting anticipated services over a four year period. The initial agreement included preparation of a preliminary design report, project definition report, and pre-qualification of equipment, support for qualifying a membrane system supplier, Construction Manager/General Contractor (CM/GC) selection, public information support, landfill remediation coordination, permitting assistance and design and development of contract documents for construction.

On May 27, 2008 Amendment 1 was executed to provide a detailed opinion of probable construction costs.

On December 11, 2008 Amendment No. 2 was executed to provide engineering services during construction for the 30 week period extending from December 2008 to June 30, 2009. This scope included value engineering for project cost reduction.

On July 16, 2009 Amendment 3 was executed with MWH to provide Engineering Services during construction activities including continuing value engineering efforts for cost reduction opportunities during the initial pre-purchasing of equipment and earthwork construction, to produce a set of conformed construction documents, and provide general engineering support during the initial stages of plant construction.

On June 17, 2010 Amendment 4 was executed to extend these services for the period of time beginning July 1, 2010 through July 31, 2011.

This amendment (Amendment 5) has been negotiated to complete all as-building and submittals to Oregon City to finalize permitting requirements.

The total value of Amendment 5 with MWH Americas, Inc. is for an additional amount not to exceed \$47,000 bringing the total value of their contract with CCSD#1 to \$9,185,204. The final contract amount is 12% of the overall construction cost which is well within the Districts 10% – 15 % range assumed.

RECOMMENDATION:

District staff respectfully recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No.1, approve Amendment 5 to the Agreement for Professional Engineering Services for the Tri-City water pollution control plant's Capacity Improvement Project between Clackamas County Service District No.1 and MWH Americas, Inc., and;
- 2) Authorize the Director of Water Environment Services to execute Amendment 5 to the Agreement for an amount not to exceed \$47,000.

Sincerely,



Michael Kuenzi, P.E.
Director

For information on this issue or copies of attachments,
please contact Kathy Frasier at (503) 742-4566

AMENDMENT 5
AGREEMENT TO FURNISH ENGINEERING SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR
THE TRI-CITY WPCP INTERIM CAPACITY DESIGN PROJECT

THE AGREEMENT, made and entered into on August 23, 2007, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, hereinafter referred to as "DISTRICT", and MWH Americas, Inc, hereinafter referred to as "ENGINEER", for performing professional services for the project known as The Tri-City WPCP Interim Capacity Design PROJECT, hereinafter referred to as the "PROJECT", is hereby amended on _____, 2012 as follows:

ARTICLE 1-SERVICES OF THE ENGINEER

The ENGINEER agrees to perform, in accordance with applicable local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the PROJECT as stated and defined in Exhibits A, A (Amended), A2 (Amended), A3 (Amended), A4 (Amended) and A5 (Amended). The terms of Exhibit's A, A (Amended), A2 (Amended), A3 (Amended), A4 (Amended) and A5 (Amended); B, B (Amended), B2 (Amended), B3 (Amended), B4 (Amended) and B5 (Amended); C, C (Amended), C2 (Amended), C3 (Amended), C4 (Amended) and C5 (Amended) shall control over this contract.

ARTICLE 4-PAYMENTS TO ENGINEER

Under 4.1 Compensation, replace item 4.1.1 with the following:

"5.1.1 The DISTRICT shall reimburse the ENGINEER on a time and expense basis for the services described in Article 1. Labor and expenses will be billed at the rates included in Exhibit C, C (Amended), C2 (Amended), C3 (Amended) and C4 (Amended). Notwithstanding anything else to the contrary herein, the revised total comparison under this Agreement shall not exceed Nine Million, One Hundred Eighty-Five Thousand, Two Hundred Four Dollars (\$9,185,204) without prior written approval of the District."

ENGINEER:

WATER ENVIRONMENT SERVICES for
CLACKAMAS SERVICE DISTRICT NO. 1,

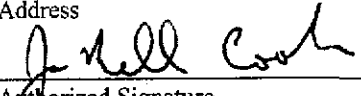
MWH Americas, Inc.
Company

Michael S Kuenzi, Director

806 SW Broadway, Suite 200

Date

Portland, Oregon 97205
Address


Authorized Signature

Vice President
Title

95-1878805
Federal Tax ID Number

6-18-12
Date

AMENDMENT NO. 5

EXHIBIT A5 (AMENDED) - SCOPE OF SERVICES

OVERVIEW

MWH provided design services to the Clackamas Service District No. 1 (via Clackamas County) for development of Contract Documents (specifications and drawings) for the construction of the Phase I Liquids Expansion of the Tri-City WPCP. In addition, support was provided for the selection of a CM/GC Contractor and associated Membrane System Supplier (MSS).

MWH has coordinated with the District staff, permit agencies, the CM/GC Contractor, the MSS and the District's Construction Manager to initiate construction of the project. Amendment No. 2 provided engineering services during construction and associated services for the approximate 30 week period extending from December 1, 2008 through June 30, 2009. Amendment No. 3 extended these services for the period of time between July 1, 2009 and June 30, 2010. Amendment No. 4 extended these services for the period of time between July 1, 2010 and July 31, 2011.

Project closeout activities continue and are currently scheduled for completion in July 2012. Amendment 5 covers additional O&M Services and unanticipated final permitting and project closeout activities. Services beyond June 30, 2012 are not anticipated at this time; however, work may be extended after that time by amendment if additional assistance is requested.

Description by tasks of these additional ESDC services are presented in the following sections.

TASK 1 - ENGINEERING SERVICES DURING CONSTRUCTION

MWH will provide ongoing engineering services through June 2012. This task is to address on-going permit and O&M Manual support relative to the CM/GC method of project delivery.

Subtask 1.1 -Construction Coordination

No additional services are required for this Amendment No. 5.

Subtask 1.2 -- Discipline Support During Construction

No additional services are required for this Amendment No. 5.

Subtask 1.3 – On-going Permit Support

MWH staff and its subconsulting partners have provided on-going permit support, as needed, to finalize drawing submission for the Paving, Grading and Landscape Permit applications through the City of Oregon City.

Deliverable(s):

- Revised Civil and Landscape drawings/specifications, as needed, to meet revised permit requirements. One set of final drawings will be delivered both electronically and on 22 x 34 (full size) vellum.

TASK 2 - RECORD DRAWINGS

The Contractor is required to document all changes to the conformed drawing set as construction proceeds. MWH will in turn gather that change information and prepare a set of record drawings incorporating all change orders, alignment changes, depth changes of underground pipes and utilities, and all other items that deviate from the approved conformed drawing set, as documented during construction through June 2012.

TASK 3 - ADDITIONAL SERVICES

No additional services are required for this Amendment No. 5.

TASK 4 - O&M SERVICES

Subtask 4.1 thru 4.3 — O&M Manual Support

No additional services are required for this Amendment No. 5.

Subtask 4.4 – Field Support during Startup

MWH will be providing up to 63 hours of field support to assist the third-party subconsultant (Richwine Environmental) during startup activities.

Task 5 - Project Management

The MWH Project Manager and Principle-in-Charge will monitor project costs, develop monthly invoices, and communicate project costs to the District PM on a monthly basis. In addition, the PM will coordinate MWH staff and resources, as well as those of the subconsulting partners. The PM will also oversee the execution of the quality control procedures for the project and all related project requirements set forth by the District's Project Manager.

In addition, MWH will provide routine communications with the District Project Manager, District's Owner's Representative, and Contractor. All formal communications will only be through District Project Manager.

Deliverables:

EXHIBIT B5 (Amended)

AMENDMENT 5 SCHEDULE

Amendment 5 will provide engineering services through June 2012.

EXHIBIT C5 (Amended)

METHOD OF COMPENSATION

The method for compensation is as follows:

Labor Rates

Compensation will be based on a salary cost basis. The allotted project rates specified in Table C-1 shall be applied through June 2012. Beginning May 1, 2011 a regional cola increase will be applied to each labor category.

**Table C-1
MWH Project Labor Rate**

Individual	Labor Rate
Key Staff	
Steve Hyland	\$ 219.50
Jude Grounds	\$ 158.50
Support Staff	
Principal in Charge	\$ 219.50
Chief Engineer	\$ 201.00
Principal Engineer	\$ 183.50
Supervising Engineer	\$ 153.50
Senior Engineer	\$ 141.50
Professional Engineer	\$ 109.50
Associate Engineer	\$ 100.50
Supervising Designer	\$ 150.50
Senior Designer	\$ 130.50
Designer	\$ 95.50
Senior Administration	\$ 93.00
Administration	\$ 88.50

Expenses

The expenses on the Project are to include both non-salary related costs for airfare, mileage, and meals related to staff participating from remote locations, as well as Associated Project Costs (APC) for use of personal computers, word processors, networks, telephones, telecommunications, postage, miscellaneous reproduction charges, and other services. *NOTE: APC included in hourly billing rate.*

All non-salary related expenses will be charges at cost plus 10%. The CADD costs will be billed at \$20.35 per labor hour.

Mileage will be charged at the federally-approved rate in effect at the time of the work.

Tri-City WPCP - Phase 1 Expansion - Amendment No. 6
PROJECT COST SUMMARY

TASK	Individual/Classification	Billing Rate			Principal In Charge	Chief Engr.	Principal Engr.	Supv. Engr.	Senior Engr.	Prof. Engr.	Assoc. Engr.	Supv. Designer	Sr. Designer	Admin	Total Hours	Labor Cost	CADD Expenses	Project Expenses	Subconsultants			Task Fee
		Hyland	Grounds	Odell															SAW	AWA	WJA	
		\$719.00	\$156.50	\$109.50	\$219.50	\$291.00	\$183.90	\$153.90	\$441.50	\$169.50	\$106.50	\$180.50	\$197.50	\$98.50	\$58.50	\$20.35						
Task 1 - Engineering Services during Construction¹																						
	<u>Subtask 1.1 - Construction Coordination</u>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	A. Submittals/RFI Coordination														0	\$0						
	B. Meetings														0	\$0						
	<u>Subtask 1.2 - Discipline Support During Construction</u>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	A. Civil														0	\$0						
	B. Geotechnical														0	\$0						
	C. Landscape														0	\$0						
	D. Structural														0	\$0						
	E. Architectural														0	\$0						
	A. Mechanical														0	\$0						
	B. Plumbing / HVAC														0	\$0						
	C. Electrical														0	\$0						
	D. Instrumentation and Controls														0	\$0						
	<u>Subtask 1.3 - Ongoing Permit Support</u>	0	6.5	4.5	0	0	0	0	66	40	0	0	0	0	117	\$12,770	\$185	\$0				\$12,955
	A. Design Modifications														0	\$0						
	B. Meetings														0	\$0						
	C. Permit Drawings		6.5	4.5					66	40					117	\$12,770	\$185					
	TASK 1 SUBTOTAL	0	7	5	0	0	0	0	66	40	0	0	0	0	117	\$12,770	\$185	\$0	0	0	0	\$13,000
Task 2 - Record Drawings																						
	<u>Subtask 2.1 - 3D Model Updates / Extractions</u>														0	\$0						\$0
	<u>Subtask 2.2 - Sheet Updates</u>									40	10		2	1	0	\$0						\$0
	<u>Subtask 2.3 - Final Document Compilation</u>		20	81.5											165	\$17,829		\$2,190				\$20,204
	TASK 200 SUBTOTAL	0	20	82	0	0	0	0	40	10	0	2	0	1	166	\$17,829	\$0	\$2,190	0	0	0	\$20,100
Task 3 - Additional Services (NOT USED)																						
	<u>Task 3.1 - Graphic Design (NOT USED)</u>														0	\$0						\$0
	TASK 300 SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	0	0	0	\$0
Task 4 - O&M Services																						
	<u>Task 4.1 - Database Development</u>														0	\$0						\$0
	<u>Task 4.2 - Review Workshops</u>														0	\$0						\$0
	<u>Task 4.3 - Graphics Support</u>									30					0	\$0						\$0
	<u>Task 4.4 - Field Support Services during Startup</u>									33					63	\$9,569						\$9,569
	TASK 400 SUBTOTAL	0	0	0	0	30	0	0	33	0	0	0	0	0	63	\$9,569	\$0	\$0	0	0	0	\$10,000
Task 5 - Project Management																						
	<u>Task 5.1 - Project Management and Controls</u>		22.5												28	\$3,832						\$3,832
	<u>Task 5.2 - ODC's</u>														0	\$0						\$0
	TASK 500 SUBTOTAL	0	23	0	0	0	0	0	0	0	0	0	0	3	28	\$3,832	\$0	\$0	0	0	0	\$3,832
TOTALS		0	49	86	0	30	0	0	139	60	0	2	0	4	380	\$44,019	\$185	\$3,190	\$0	\$0	\$0	\$47,000

¹ NOTE: The hours shown are approximate and cover any combination of response to RFC, RFS, EICMs or review of contractor submittals. The work under subtasks 1.1 and 1.2 is to be completed on a time and materials basis, subject to the not-to-exceed hour or dollar limits noted.