



AGENDA

Thursday, November 8, 2012 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-107

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

1. Veterans Day Presentation (Liz Bartell, Clackamas County Social Services)

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 proceed for ½ hour. 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. PUBLIC HEARING *(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.)*

- 2 1. Second Reading of Ordinance No.11-2012 Amending Title 8 of the Clackamas County Code by Adopting Chapter 8.08, Film and Media production and Establishing a Uniform Permit Process, Fees and Guidelines (Jamie Johnk, Business and Economic Development, Scot Sideras, County Counsel) *first reading was 10-25-12*

IV. DISCUSSION ITEM *(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.)*

Public and Government Affairs

- 3 1. Board Order No. _____ Approving Interim Appointments to the Clackamas River Water District Board (Gary Schmidt)

V. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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

- 4 1. Approval of a Professional Services Agreement with Trillium Family Services for a School-Based Prevention and Education Program - BH

B. Finance Department

- 5 1. Approval of Amendment No. 1 to the Preconstruction Services & Construction Manager/General Contractor Agreement with Hoffman Construction Inc. for the Courthouse Renovation Project

C. Elected Officials

- 6 1. Approval of Previous Business Meeting Minutes – BCC
7 2. Approval to Accept Victims of Crime Act 2012 Non-Competitive Grant Award – DA

D. Public and Government Affairs

- 8 1. Approval of Amendment No. 3 to the Contract with Ball Janik LLP for Federal Representation

CITIZEN COMMUNICATION – continued if needed

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

November 8, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Recognition of Veterans Day

Since 1938, the United States has commemorated the sacrifices of its armed forces by designating November 11th as a national holiday. Today, the Program Manager of the Clackamas County Veterans Service Office comes before the Board of County Commissioners to acknowledge the service, commitment and sacrifices of those who have served our nation.

Appreciation and support for those who have served and those who are currently serving, and for the family and friends who wait for them back home, is needed now more than ever.

The County assists Veterans to receive financial and medical benefits through the Veterans Service Office. This year the County's four Veterans Service Office staff members, Janice Raisl, Rick Rutherford, Gina Thomas and Tamara Hoffmeister, helped secure approximately 30 million dollars in Federal benefits for Clackamas County Veterans.

Last fiscal year, the BCC added a third Veteran Service Officer position to the Veterans Service Office. This has reduced wait times for appointments from approximately 6 weeks to 2 weeks. It has also created the opportunity for Clackamas County to hold its first Homeless Veterans Stand Down event, on November 3rd of this year. The Stand Down event will provide homeless Veterans with medical screening, counseling and information from private and public agencies about employment services, services within the county that can help them, as well as State and Federal veterans' benefits available to them. Stand Down is a collaboration of a variety of private and public entities all interested in meeting the needs of homeless veterans.

On May 10, 2012, members of the BCC approved a resolution to establish the Veterans Advisory Council. The purpose of this group is to advise the BCC and H3S on all matters relating to 1) the provision of services to veterans, their families and dependents, 2) how to ensure that the needs of veterans are recognized and addressed in a timely manner and 3) current issues affecting veterans, their families and dependents. That robust group, comprising a variety of key stakeholders, is now meeting regularly and achieving the goals that were set out at its inception.

Clackamas County supports its veterans, and recognizes their sacrifice.

Recommendation

Staff respectfully requests that the Board recognize and honor the service, commitment and sacrifices of all military personnel, reservists, veterans and their families.

Respectfully submitted,



Cindy Becker
Director

Healthy Families. Strong Communities.

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

www.clackamas.us



BUSINESS AND COMMUNITY SERVICES

November 8, 2012

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

Board of County Commissioners
Clackamas County

Members of the Board:

Second Reading of Ordinance #11-2012 Amending Title 8 of the Clackamas County Code by Adopting Chapter 8.08, Film and Media Production and Establishing a Uniform Permit Process, Fees and Guidelines

On October 25, 2012, the Board held its first hearing on Ordinance #11-2012, amending Title 8 of the Clackamas county Code by adopting a new Chapter 8.08 Film and Media Production. There was no public testimony at the first hearing. Since the first hearing there have not been any questions or commentary.

In drafting the new ordinance Business and Economic Development staff worked with County Counsel, the film and media industry, and our cities to create a process in which Clackamas County institutes a filming permit application as well as establishes fees and guidelines for use of County parks and public places in unincorporated areas. Further, Clackamas County's Film and Media Ordinance will serve as a model ordinance that cities are encouraged to adopt, to promote a uniform permitting process throughout the County. This model ordinance is not intended to address the regulations of each local jurisdiction but provides general guidance for ensuring film friendly, unified policies and fees throughout Clackamas County.

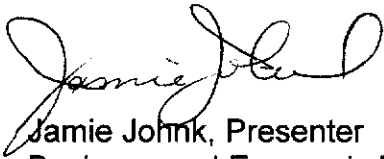
The Clackamas County Film and Media Production Program is a new initiative under Business and Economic Development which was created to advance jobs and business in the film and media industry. The 2012 Clackamas County Economic Landscape Study identified Film and Media Production as an emerging cluster generating 4,791 direct jobs and \$212M in GDP.

In conducting outreach and developing strategies for growth in this creative cluster, economic development staff has learned from industry representatives that the lack of uniform filming permitting discourages production companies from filming in certain locations. An online permitting process with unified fees and guidelines will help to build film and media opportunities in Clackamas County as well as to take the frustration and "red tape" out of the permitting process countywide.

Recommendation

Staff respectfully recommends the Board of County Commissioners amend Title 8 of the Clackamas county Code by adopting a new Chapter 8.08 Film and Media Production and proceed to pass the Resolution adopting new film and media program fees.

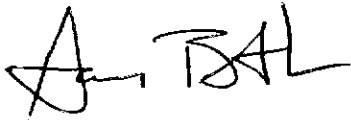
Sincerely,



Jamie Johnk, Presenter
Business and Economic Development Coordinator



Catherine Comer
Business and Economic Development Manager



Gary Barth
Business and Community Services Director

For information on this issue or copies of attachments
please contact Jamie Johnk at 503-742-4413 or jamiejoh@clackamas.us

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

In the Matter of Adopting
New Film and Media Program
Fees



Resolution No.
Page 1 of 1

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

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

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

Section 3: 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 4: Effective Date. The fees authorized by Section 1 of this resolution and shown on the attachments shall become effective on February 6, 2013.

DATED this 8th day of November, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Charlotte Lehan, Chair

Recording Secretary

ORDINANCE NO. 11-2012

**An Ordinance Amending Title 8 of the Clackamas County Code
Film and Media Production Ordinance**

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.08, Film and Media Production, is hereby added to the Clackamas County Code to read as follows:

.010 Purpose

This chapter is intended to provide an efficient and uniform permit and approval processes in unincorporated Clackamas County for the motion picture, television, and commercial photography industries throughout Clackamas County, for the safety of the public and the promotion of its businesses.

.020 Definitions

- A. CHARITABLE FILMS, shall mean commercials, motion pictures, television, videotapes, digital recording or photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes or photos.
- B. COMMERCIAL PHOTOGRAPHY shall mean a moving image or photography production created to advertise or sell a product or service.
- C. MOTION PICTURE, TELEVISION, shall mean and include all activity attendant to staging or shooting motion pictures, television shows or programs, commercials, and student films produced to satisfy a post-secondary school course requirement at an educational institution in any medium including film, tape, or digital format.
- D. NEWS MEDIA shall mean the photographing, filming, or videotaping for the purpose of spontaneous, unplanned television news broadcast or reporting for print media by reporters, photographers, or camerapersons.
- E. PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CENTERS shall mean photographing, filming, or videotaping:
 - 1. For the purposes of:
 - a. Promoting communities within Clackamas County, including local organizations;

- b. Making government more accessible and understandable by offering information about services, meetings, workshops, programs, projects, activities, the history of the region, and public meetings;
 - c. Creating documentaries and local productions; and
 - d. The teaching of film and media productions techniques such as camera work, editing, and studio productions;
2. By local community media centers supported by the municipalities, educational institutions, and cable subscribers within Clackamas County.
- E. STUDIO shall mean a fixed place of business certified as such by local fire authority having jurisdiction where filming activities (motion or commercial photography) are regularly conducted upon the premises.

.030 Permits and Exemptions

- A. Permits: Applicants must obtain permits for commercial photography, motion picture, or television production within any unincorporated area within the County.
- B. Exemptions: The provisions of this chapter shall not apply to or affect the following:
- 1. Reporters, photographers, or camerapersons in the employ of a newspaper, news service, or similar entity engaged in on-the-spot, spontaneous print media, publishing, or broadcasting of news events concerning those persons, scenes, or occurrences which are in the news and of general public interest.
 - 2. The recording of visual images whether motion or photography, solely for private personal use and not commercial use.
 - 3. Filming activities whether motion or commercial photography conducted at a studio.
 - 4. Charitable films.
 - 5. Public, educational, and government access centers.

.040 Application for Permit

- A. The following information shall be included in the application for permit:
- 1. The name, address, email address, and telephone number of the person(s) in charge of the activity;

2. The property address at which the activity is to be conducted as well as the name of the representative of the property, their address, email address, and telephone number;
 3. The specific location on the property that will be used by the applicant;
 4. The hours and dates such activity will occur;
 5. The exact number of personnel to be involved;
 6. A general statement of the character or nature of the proposed activity, including a description of any activity that may cause public alarm such as but not limited to, animals, gunfire or pyrotechnics, and low flying aircraft;
 7. The requested number of County personnel (i.e., police, fire) needed for public safety during the activity. The applicant shall reimburse the County for any personnel provided as agreed upon at the time of application;
 8. The exact amount/type of vehicles/equipment to be used during the activity, along with a parking plan; and
 9. A commitment that the applicant shall hold the County harmless and otherwise indemnify the County against any liability caused by the proposed activity.
- B. The permit is valid for a period of sixty (60) days from the date of issuance or for a single production (whichever comes first). If multiple productions are taking place by a single production company, a permit is required for each production.
- C. An extension of the sixty (60) day permit may be requested in writing, must be made to the County, and must be received by the County no less than twenty-four (24) hours during the County's normal business days (Monday – Thursday) prior to the expiration of the existing permit. The extension request must include the following information:
1. Duration of the extension request.
 2. A revised Certificate of Insurance covering the extension dates; and
 3. A check for any additional fees associated with the extension request.
- D. Upon the written request of the applicant, the County may change the date for which the permit has been issued, provided established limitations are complied with in respect to time and location of production.
- E. No film permit shall be issued for any production or use that violates federal, state or local laws.

- F. To ensure cleanup and restoration of any public property, an applicant may be required to submit a refundable deposit. Upon completion of filming and inspection of the site by the County, if no verifiable damage has occurred, the security deposit should be returned to the applicant.
- G. Fees shall be set by a resolution adopted by the Board of County Commissioners.

.050 Liability and Insurance

- A. Before a permit is issued for the use of any public property for the purpose of taking motion pictures, television, or commercial photography a certificate of insurance will be required in the amount not less than \$1,000,000 naming the County as a co-insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage. The County, including its officers and employees, shall be named as additional insured. The certificate shall not be subject to cancellation or modification until after thirty (30) days' written notice to the County. A copy of the certificate shall remain on file with the County.
- B. An applicant shall conform to all applicable federal and state requirements for Worker's Compensation Insurance for all persons operating under a permit.

.060 Violation

If an applicant violates any provisions of this ordinance or a permit issued pursuant thereto, the County may provide the applicant with a verbal or written notice of such violation. If the applicant fails to correct the violation, the County may revoke the permit and all activity must cease.

.070 Rules and Regulations

The County is hereby authorized and directed to promulgate rules and regulations, subject to approval by resolution of the Board of County Commissioners, governing the form, time and location of any activities reached by this ordinance.

ADOPTED this 8th day of November, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

****Revised****

November 8, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**DISCUSSION ITEM: RESOLUTION APPROVING INTERIM APPOINTMENTS
TO THE CLACKAMAS RIVER WATER DISTRICT BOARD**

The Clackamas River Water District (CRW) is a Water Service District organized under Chapter 264 of the Oregon Revised Statutes (ORS) and is governed by a five-member elected Board of Commissioners. Currently, four Commissioners are seated but are unable to reach consensus to appoint a fifth Commissioner. Two Commissioners offered their conditional resignations as of October 31. Special Districts Insurance Services has announced its intent to not renew CRW's insurance coverage, including Director and Officer coverage, unless sitting board members resign.

ORS 198.320, Filling of Vacancies on Board of Certain Districts, states:
If a majority of the membership of the governing body is vacant or if a majority cannot agree, the vacancies shall be filled promptly by the county court [Commission] of the county in which the administrative office of the district is located.

On October 11, the Clackamas County Board of Commissioners (BCC) approved a resolution authorizing County staff to begin a recruitment process to select potential appointments for interim Commissioners to the CRW Board pending the outcome of a regular district election in May 2013.

Thirteen applicants met the application deadline and qualification requirements (reside within the CRW boundaries and registered to vote). A citizen selection committee comprised of special district representatives from the Clackamas County Coordinating Committee (C4) and two business representatives were chosen to review applications and interviewed candidates on November 1.

On November 6 the Board of County Commissioners, at its public study session, recommended **Kenneth Humberston, Hugh Kalani and Larry Sowa** to serve as interim members of the Clackamas River Water District Board of Commissioners pending the outcome of a regular district election in May 2013.

The attached Resolution memorializes these appointments made by the Board of County Commissioners.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners approve the attached Resolution confirming the three interim appointments to the Clackamas River Water District Board.

Sincerely,



Gary Schmidt
Director

For information on this issue, please contact Gary Schmidt at 503-742-5908

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
APPOINTING BOARD MEMBERS FOR THE
CLACKAMAS RIVER WATER BOARD

Resolution No.

WHEREAS, the Clackamas River Water District is a water service district formed under Chapter 264 of Oregon Revised Statutes. The water district is governed by a five-member Board of Commissioners elected from within the district;

WHEREAS, the Clackamas River Water Board currently consists of two sitting members and those members are unable to manage the regular operational and business matters of the district due to lack of a quorum and a general consensus among its board;

WHEREAS, pursuant to ORS 198.320(1) the Clackamas County Board of Commissioners is authorized to fill vacancies in district boards if a majority of the membership of the governing body is vacant;

WHEREAS, filling the vacancies will create a full membership of the district governing body, which can restore order and efficiency and conduct business that is in the best interest of the citizens of Clackamas County, the district, and its ratepayers; and

WHEREAS, the Clackamas County Board of Commissioners at its regularly scheduled public business meeting approved a resolution authorizing County staff to begin a recruitment process to select potential appointments for interim Commissioners to the Clackamas River Water District Board pending the outcome of a regular district election in May 2013;

WHEREAS, the Clackamas County Board of Commissioners considered at its regularly scheduled public study session meeting on November 6, 2012 the recommendations of the selection panel and considered appointing three Board members to fill the vacancy of Positions #3 on the five-member Clackamas River Water District Board for the duration of the terms until May 30, 2013; and

NOW, THEREFORE; IT IS HEREBY RESOLVED:

The Clackamas County Board of Commissioners appoints Larry Sowa to Position # 3, Kenneth Humberston to Position # 4, and Hugh Kalani to Position # 5 of the Clackamas River Water District Board for the remainder of the term until May 30, 2013 or until duly elected.

DATED this 8th day of November, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

November 8, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Professional Services Agreement with
Trillium Family Services for a School-Based Prevention and Education Program**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a Professional Services Agreement with Trillium Family Services for a school-based mental health prevention and education program.

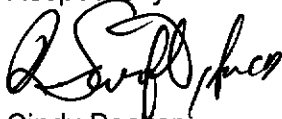
The program provided by the contractor is entitled Healthy Emotional Lives Promoted in Schools (H.E.L.P.S.). It will be provided in the Oregon Trail, North Clackamas and Estacada School Districts. The agreement was previously reviewed by the board July 7, 2011.

The total amount of this contract is \$323,113. 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 upon signature and terminates 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 at (503) 742-5318.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and **TRILLIUM FAMILY SERVICES**, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide school-based prevention programs in the Estacada School District, North Clackamas School District and Oregon Trail School District as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **upon signature**. This agreement shall terminate **June 30, 2013** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

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

- Estacada School District \$ 139,169
- North Clackamas School District \$ 99,206
- Oregon Trail School District \$ 84,738

Total payment to CONTRACTOR shall not exceed **\$323,113**.

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

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

CONTRACTOR shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the dates of service and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Behavioral Health Division
Attn: Nina Danielsen
2051 Kaen Road, # 367
Oregon City, Oregon 97045

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

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

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

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

3.4.2 CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement.

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

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

4.0 Manner of Performance

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

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

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

5.0 General Conditions

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

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

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

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

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

5.2.5 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.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to 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.

5.2.7 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.

5.2.8 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.

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

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

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

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

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

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

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

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

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

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

6.0 Termination

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

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

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

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

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

7.0 Notices

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

If to CONTRACTOR:

Rich Blum, VP of Business Development
Trillium Family Services
4455 NE Highway 20
Corvallis, OR 97330

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

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

- Exhibit A Scope of Work: Estacada School District
- Exhibit B Scope of Work: North Clackamas School District
- Exhibit C Scope of Work: Oregon Trail School District
- Exhibit D Performance Standards

TRILLIUM FAMILY SERVICES

By: 

Kim Scott, CEO
10-30-2012

Date _____
3415 SE Powell Boulevard
Street Address _____
Portland, Oregon 97202
City / State / Zip _____
(503)205-4388 /
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 Service Department

Date



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LANE MILLER
MANAGER

PURCHASING DIVISION

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

November 8, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Preconstruction Services & Construction Manager/General Contractor Agreement with Hoffman Construction Inc. for the Courthouse Renovation Project

In 2007 the County began planning a project to increase the level of security at the County Courthouse. This project proposes to expand the footprint of the Courthouse to the northeast and includes three floors connected by a common stairway and elevator. The three floors include a vehicle sally port on the ground level to accommodate safe inmate transport to and from the Jail, new holding cells and intake facility on the second level for inmates transported for Court services, and a secure Courtroom on the third level.

Interior renovations include demolition of an existing stairway, renovation of the existing holding rooms to become a Jury Room and renovation of an existing jury room to become Judicial Offices.

Site work includes the relocation of existing underground PGE electrical service to the Courthouse, relocation of County underground telecommunications lines and restoration of the existing Liberty Plaza where it is encroached upon by the expansion. This scope of work may also have an impact on the adjacent commercial property owner due to access requirements. These impacts must be minimal and communicated in advance to the County and adjacent property owner.

The proposed design solution groups the changes into 3 phases of work, based upon an analysis of the physical location of the improvements and the logical progression of the work because of the fact that the facility must remain fully operational during the construction of the upgrades.

Owing to the critical nature of the Court's operation within the facility, scheduling of work which will generate noise and vibration, and all work within the footprint of the existing Courthouse will occur outside of business hours.

The County is proposing to utilize the Construction Manager/General Contractor (CM/GC) method to obtain construction services to deliver the project due to the unique nature of the facility, its operational requirements and the need to seamlessly coordinate the multiple and complex facets of the project.

In compliance with the Clackamas County Local Contract Review Board Rules and ORS 279C the Purchasing Department requested approval to utilize the Request for Proposal process to select a Construction Manager/General Contractor for this project. The required Public Notice was advertised and the findings were presented to the Board and approved in February of 2012. The Request for Proposals was advertised resulting in submissions from three firms which were subsequently evaluated resulting in the selection of Hoffman Construction Inc. for the project.

In July of 2012 a Preconstruction Service Agreement with Hoffman Construction to provide for the efforts necessary to establish a Guaranteed Maximum Price and the final construction schedule for the project was approved. Hoffman Construction worked with LRS Architects and County staff to review and revise all of the elements of the project to determine the most cost effective project approach. The resulting approach was subjected to value engineering and competitive bidding by Hoffman to establish the Guaranteed Maximum Price and the final project schedule.

This Amendment has been prepared to incorporate the Guaranteed Maximum Price and final construction schedule along with the required bonds and insurance for the project. The total contract cost for the project is anticipated to be **\$2,624,285** for all elements. The Guaranteed Maximum Price for the Courthouse Renovation is \$2,594,285.00; the Preconstruction Services cost is \$30,000.

The current project schedule calls for the project to begin construction in November of 2012 with completion of the renovation to occur in December of 2013.

This Amendment was anticipated in the solicitation documents and in the original Preconstruction Services agreement and is in compliance with Local Contract Review Board Rules governing Public Improvement Contracts.

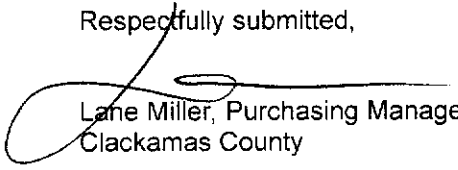
Funds for this project will be provided through proceeds in the Courthouse Security Account, to be transferred to the County for expenditure through the County Budget. The Presiding Judge of the Court is the County's counterpart for the Court, and has authority over the Courthouse Security Account.

This Amendment has been reviewed and approved as to form by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board approve Amendment #1 to the Preconstruction Services And Construction Manager/General Contractor Agreement With Hoffman Construction Inc. for the Courthouse Renovation Project in the amount of **\$2,594,285**. Further, staff respectfully recommends that the Board delegate signature authority to the County Administrator for Amendment #1 and the related documents on behalf of the Board. This delegation is requested to minimize delays that may increase the cost and duration of the project.

Respectfully submitted,


Lane Miller, Purchasing Manager
Clackamas County

For information on this issue or copies of attachments contact Lane Miller at 503.742.5444

Placed on the Board Agenda of 11/8/12 by the Purchasing Division



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

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November 8, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to Accept Victims of Crime Act
2012 Non-Competitive Grant Award**

This VOCA grant will fund direct services to victims of child abuse, DUI/DWI crashes, domestic violence, adult sexual abuse, elder abuse, adults molested as children, survivors of homicide, victims of robbery and assault, and other violent crimes.

Direct services to these victims include the following: crisis intervention, ongoing emotional support, court accompaniment to grand jury, court hearings and trials, Victim Rights information, case status updates, community resource referrals, safety planning, and assistance completing applications for crime victim's compensation and restraining orders. The grant award will also be used to help staff a 24/7 crisis line and on-call services for the Clackamas County Homicide Team, Child Abduction Team, and Commercial Sexual Exploitation of Children response team. In addition, funded advocates will provide assistance with death notifications, crime scene cleanup referrals and funerals.

This grant project period begins on October 1, 2012 and ends September 30, 2014. The total grant award amount is \$208,553. These funds are budgeted to offset the salary and fringe benefits for two victim advocates who are assigned to the District Attorney's Victim Assistance Program. A match amount of \$52,138 is required and will be met with in-kind volunteer services.

RECOMMENDATION:

We respectfully recommend that the Board approve this Grant Award as submitted and further recommend that John S. Foote be authorized to sign on behalf Clackamas County.

Sincerely,

Sarah Brown

Sarah Brown

For information on this issue or attachments please contact
Sarah Brown at (503) 650-3532.

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GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to the contract with Ball Janik LLP for Federal Representation

In 2008, the Board of County Commissioners approved a contract with Ball Janik LLP for Federal Representation Services (100908IVF4). Ball Janik LLP was selected through a Request for Proposals process. That contract has exhausted all of the available renewals.

A Request for Proposals for Federal Representation Services was issued August 27, 2012. One response was received at the time of closing. An internal review committee reviewed the response. Upon review of the response the committee determined that the scope of work detailed in the RFP did not meet the current needs of the County for these services.

This amendment extends the term of the existing contract with Ball Janik LLP through January 31, 2013 while the County revises the scope of work and completes a new Request for Proposals process to select a qualified provider to supply federal representation services to the County.

The total funds for the extension of Amendment #3 for the period November 1, 2012 to January 31, 2013 is \$60,000. Funds for this project are already budgeted by County Administration, Department of Transportation and Development and Water Environment Services in FY 2012/2013.

County Counsel has reviewed this amendment.

RECOMMENDATION:

Staff respectfully recommends approval of amendment #3 to the contract with Ball Janik LLP for Federal Representation.

Sincerely

Gary Schmidt, Director
Public and Government Affairs

For information on this issue or copies of attachments contact Gary Schmidt at 503.742.5908

Placed on the Board Agenda of November 8, 2012 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

November 8, 2012

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of November 8, 2012, approval of contract amendment #3 with Ball Janik LLP for Federal Representation services. This amendment was requested by Gary Schmidt, Director, Public and Government Affairs.

The Board approved the original contract with Ball Janik LLP (100908IVF4). This amendment extends the contract through January 31, 2013 to allow the County to complete a request for proposals process for these services.


The amount of this amendment is \$60,000. Funds for these services are budgeted by County Administration, Department of Transportation and Development and Water Environment Services in their 2012/2013 FY budgets.

County Counsel has reviewed this amendment.

RECOMMENDATION:

Staff respectfully requests approval of contract amendment #3 with Ball Janik LLP for Federal Representation services.

Respectfully submitted,


Tom Averett, CPPB
Buyer