

REQUEST FOR PROPOSALS #2017-44

FOR

PUBLICATION PRINTING SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

Donald Krupp County Administrator

George Marlton Procurement Division Director

Patricia Bride Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 28, 2017

TIME: 2:00 PM, Pacific Time

PLACE: <u>Clackamas County Procurement Division</u>

<u>Clackamas County Public Services Building</u> 2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

| Request for Proposals Issued | June 8, 2017 |
|---|---|
| Protest of Specifications Deadline | June 13, 2017, 5:00 PM, Pacific Time |
| Deadline to Submit Clarifying Questions | June 15, 2017, 5:00 PM, Pacific Time |
| Request for Proposals Closing Date and Time | June 28, 2017, 2:00 PM, Pacific Time |
| Deadline to Submit Protest of Award | Seven (7) days from the Intent to Award |
| Anticipated contract start date | July 2017 |

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM**, **June 20, 2017** ("Closing"), to provide Publication Printing Services. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at http://www.clackamas.us/bids/. Sealed Proposals are to be sent to George Marlton, Clackamas County Procurement Division Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Please note the special print condition in Section 4 of this RFP.

Contact Information

Procurement Process and Technical Questions: Patricia Bride, pbride@clackamas.us, (503) 742-5447.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

- **2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.
- **2.2** Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.
- **2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.
- **2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at http://www.clackamas.us/bids/ for any published Addenda or response to clarifying questions.
- **2.5 Submission of Proposals:** All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Response form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a "Notice of Intent to Award" letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the "Notice of Intent to Award" letter to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.
- **2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.
- **2.8 Public Records:** Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

"This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any

other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

- **2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.
- **2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.
- **2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.
- **2.13** Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.
- **2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.
- **2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**
- **2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.
- **2.17 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) listed in Section 6 Sample Contract, attached hereto and made a part hereof. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of the Instructions to Proposers Section of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.
- **2.18 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

- **2.19 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.
- **2.20 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.
- **2.21 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.
- **2.22 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).
- **2.23** Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.
- **Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.
- **2.25** Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.
- **2.26** Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.
- **2.27 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.
- **2.28 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.
- **2.29 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.30 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals for a vendor to provide Publication Printing Services from qualified print or web press contractors to print and mail the "Citizens News" for Public and Government Affairs, "Trash Talk" for the Office of Sustainability, "Dog Notes" for the Dog Services Division, and "Discovery Guide" for North Clackamas Parks and Recreation District.

Please direct all Technical/Specifications and Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals.

3.2 BACKGROUND

The mission of the Department of Public and Government Affairs ("PGA") is to provide public engagement, intergovernmental and legislative relations, and consultation and communication services to the public, the Board of County Commissioners and all departments so they can build connections and trust between people and their government. PGA also facilities the review of community publications.

North Clackamas Parks & Recreation District ("NCPRD") is a service district of Clackamas County dedicated to providing exceptional parks and recreation programs, facilities and services.

3.3. SCOPE OF WORK

3.3.1. Scope:

PGA and NCPRD will each provide a contract representative that will be the primary contact for the services provided to each department.

Mailing: For all publications, Contractor will mail the publications via Contractor's presort standards USPS rate based on household count. Contractor will invoice PGA or NCPRD based on the actual incurred USPS charge.

Publication Format: All publications will be created in InDesign and will be provided to Contractor in Adobe PDF format.

PGA Printing:

PGA prints a quarterly publication called "Citizen News" and bi-annually includes inserts called "Trash Talk" and "Dog Notes". Citizen News should reach residents February 1, May 1, August 1, and November 1 of each year. Time frames may be modified as approved by the PGA representative.

Approximate run size is 180,000. Additional copies may be requested and will be delivered to PGA. PGA will proof all text. Proofing is not required by the Contractor.

NCPRD Printing:

NCPRD prints a publication called "Discovery Guide" three (3) times per year (Summer, Fall and Winter/Spring). Actual timeframes will be coordinated with the NCPRD representative.

Approximate run size is 15,000; 20,000 for Summer guide with inserts and brochures. North Clackamas Parks and Recreation will require a soft proof for the publication of the "Discovery Guide".

3.3.2 Work Schedule:

The first publication of Citizen News will be published approximately August 1, 2017. The first publication of Discovery Guide will be published in the fall and should go to press by end of July 2017.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2021.

SECTION 4 EVALUATION PROCEDURE

Special Note: In accordance with Oregon Revised Statute ("ORS") 282.210, County printing must be done in the State of Oregon.

Oregon Revised Statute (ORS) 282.210 states the following:

"282.210 Performance within state of public printing, binding and stationery work; stipulation in request for bids and in contracts; exceptions.

- (1) Except as provided in subsection (2) of this section, all printing, binding and stationery work, including the manufacture of motor vehicle registration plates and plates required to be affixed to motor carriers, for the state or any county, city, town, port district, school district, or other political subdivision thereof, shall be performed within the state. All requests for Proposals and all contracts for such work shall so stipulate.
- (2) The work referred to in subsection (1) of this section may be performed outside the state if it is established that:
- (a) The work cannot be performed within the state;
- (b) The lowest price for which such work can be procured within the state exceeds the charge usually and customarily made to private individuals and corporations for work of similar character and quality; or
- (c) All Proposals for the work, or any part thereof, are excessive and not reasonably competitive."

The County will award this Contract to a Proposer who will perform the work in Oregon unless it finds that one of the statements in subsection (2) of ORS 282.210 is true. The County will make the determination described in subsection (2) after all Proposals are opened.

4.1 An evaluation committee will review all Proposals that are initial deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

| Category | Points available: |
|--|-------------------|
| | |
| Proposer's Experience and Qualifications | 0-40 |
| Scope of Work | 0-35 |
| Fees | 0-25 |
| References | 0 |
| Available points | 0-100 |

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division Clackamas County Public Services Building 2051 Kaen Road Oregon City, OR 97045

- **5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.
- 5.1.4. Proposals are limited to a maximum of ten (10) single-sided pages, not including attachments or required forms.

Provide the following information in the order in which it appears below:

5.2. Proposer's Experience and Qualifications:

- Description of the firm.
- Description of providing at least three (3) similar sized regular print/mailing services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.
- Provide a minimum of three (3) similar samples for other projects.

5.3. Scope of Work

- Using the Scope of Work, provide a detailed overview of your understanding of the printing project and outline the planned approach to the work. Must include a proposed timelines for all steps of the services through publication.
- Describe the firm's quality control policy/procedures to ensure that all mailings are properly formatted, printed, and mailed in a professional manner.
- Describe your experience with Adobe InDesign and Acrobat.
- State if all printing work will be completed in or outside the State of Oregon.

5.4. Fees

Contractor will be paid on a per double-sided page basis plus reimbursement for actual USPS bulk presort postage rates. Contractor will be required to provide evidence of the actual USPS charges. In the attached Fee Schedule, PGA as requested pricing for different print options.

5.5 References

Provide three (3) references from clients your firm has served for similar projects in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.6 Completed Proposal Response (see the below form)

Fee Schedule

PGA Printing

| Option | Format | Price / double-sided page |
|--------|---|---------------------------|
| 1 | (Current format – Sample provided as Attachment A) 17.5" tabloid, press trim and fold Quarter fold to 8.75" X 11.375" 32# 72 Br (or similar) Recycled 4 color all pages | \$ |
| 2 | Inline trim to bleed 17.5" tabloid Quarter fold and inline trim to 8.375" X 10.75" 32# 72 Br (or similar) Recycled 4 color all pages | \$ |
| 3 | Inline trim to bleed 17.5" tabloid Quarter fold and inline trim to 8.375" X 10.75" 40# 80 Br Centennial Recycled 4 color all pages | \$ |
| 4 | Inline trim to bleed 17.5" tabloid Quarter fold and inline trim to 8.375" X 10.75" 70# 100% Recycled Book 4 color all pages | \$ |
| 5 | Inline trim to bleed 17.5" tabloid Quarter fold and inline trim to 8.375" X 10.75" 70# 100% Recycled Book 4 color all pages 4C heatset Add Saddle Stitch | \$ |
| 6 | 9" X 12" tabloid 50# Matte Recycled Book Saddle Stitch & Trim 4C heat set all pages | \$ |

NCPRD Printing

| Option | Format | Price / double-sided page |
|--------|--|---------------------------|
| 1 | Per Run Count: 15,000; 20,000 gatefold inserts and | \$ |
| | brochures for summer guide | |
| | Magazine | |
| | 11" X 17" long before the final fold | |
| | Finish size with fold 8.5" X 10.75" | |
| | 50# Uncoated Book | |
| | 8 pages cover 60# gloss | |
| | 10# gloss book for insert | |
| | 4 color all pages | |
| | Heatset all pages | |

| 2 | Summer Fun Brochure | \$ |
|---|--|----|
| | Per Run Count: 30,000 | |
| | 100# Gloss Book | |
| | 10.25" X 21" Gate Fold to 10.25" X 5.25" | |
| | 4 Color all pages | |
| | Heatset all pages | |

PROPOSAL RESPONSE Publication Printing Services

| Submitted by: | | |
|---------------|--|--|
| _ | (Must be entity's full legal name, and State of Formation) | |

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- **(b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - **3.** No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - **1.** The selected Proposal must be approved by the Board of Commissioners.
 - **2.** This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.
- (k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

| O Resident Bidder, as defined in ORS 279A.120 O Non-Resident Proposer, Resident State Oregon Business Registry Number | |
|---|--------|
| Contractor's Authorized Representative | |
| Signature: | Date: |
| Name: | Title: |
| Firm: | |
| Address: | |
| City/State/Zip: | Phone: |
| E-mail: | Fax: |
| Contract Manager: | |
| Name | Title: |
| Phone number: | |
| Email Address: | |

SECTION 6 SAMPLE CONTRACT FORM



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between XXXXX ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") for the purposes of providing XXXXXX.

I. <u>TERM</u>

This Contract shall become effective upon signature of both parties and shall remain in effect until XXXXX. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

| This Contract covers the Scope of Work as described in | n , attached and hereby incorporated by |
|---|--|
| reference as Attachment "A." This Contract consists of | f the following documents which are listed in |
| descending order of precedence and are attached and in | corporated by reference, this Contract, Attachment |
| "A", and the Contractor's attached and hereby in | ncorporated by reference as Attachment "B." |
| Work shall be performed in accordance with a schedule | e approved by the County. The Contractor shall |
| meet the highest standards prevalent in the industry or | business most closely involved in providing the |
| appropriate goods or services. The County's Represent | ative for this contract is: . |

III. <u>COMPENSATION</u>

- 1. PAYMENT. The County agrees to compensate the Contractor on a [fixed fee or time and material] basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed \$ and the total Contract compensation shall not exceed \$
- **2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the County Representative at: Mailing Address & Email Address

IV. <u>CONTRACT PROVISIONS</u>

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their

duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

- **2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
- **3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
- **5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- **6. GOVERNING LAW.** This Contract 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, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- **7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- **8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- **9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional

- insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- **D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.
- E. If any other required 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, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.
- F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.
- **G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.
- 11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- **13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably

request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- **14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
 - a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
 - b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.
- **15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.
- **16. 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 and 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.
- **17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- **18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and

to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to

anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

- **22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- **23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- **24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- **25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- **26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the 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 the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- **28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

| Company | | Clackamas County | |
|----------------------------------|------|------------------------|------|
| Authorized Signature | Date | _ | |
| Name / Title (Printed) | | XXXXXX, Director | Date |
| Oregon Business Registry # | | _ Approved as to Form: | |
| Entity Type / State of Formation | | County Counsel | Date |

April 2017 Volume 19, Number 2

CitizenNews



NCPRD, School District exchange property

North Clackamas Parks and Recreation District (NCPRD) and North Clackamas School District (NCSD) are finalizing details on a partnership to provide exciting new opportunities for residents in both districts. The partnership includes the exchange of NCPRD-owned Hood View Park in Happy Valley for NCSD's Concord Elementary School building in Oak Grove, Lake Road administration building in Milwaukie, and proceeds from NCSD capital bond funds.



Hood View Park is a 36-acre, all-weather turf sports complex next to Rock Creek Middle School in Happy Valley. The middle school is targeted for conversion to a new high school in 2020-21. Acquiring Hood View Park provides NCSD with a cost-effective way to build a new sports complex nearby.

"We are excited about this agreement and partnership to better serve and support our students and families of NCPRD. When public agencies come together to serve their communities, everyone benefits," said NCSD Superintendent Matt Utterback.

NCPRD will work with NCSD on field access at Hood View Park to continue program activities at that location.

"This really is an outstanding win-win-win for the residents of the district, NCPRD and NCSD," said Scott Archer, NCPRD Director. This partnership gives both entities needed resources to better serve our communities for years to come."



Continued on page 17



Your 2017 Board of County Commissioners

From left: Ken Humberston, Martha Schrader, Paul Savas, Sonya Fischer, Jim Bernard. Interviews with new commissioners, page 3.

County, Metro resolving urban/rural reserves issues

Since January, the county and Metro have been working together to resolve the remaining urban and rural reserves issues in Clackamas County. While reserves were approved for Clackamas, Multnomah and Washington counties by Metro and the counties in 2010, and approved by the state in 2011, appeals and remands since then have held up final implementation.

The remaining issue in Clackamas County relates to providing efficient transportation infrastructure for four specific urban reserves in the future. Those four reserves make up the Stafford area, an unincorporated area generally bounded by the cities of West Linn, Tualatin and Lake Oswego.

During 2017, the county and Metro have worked together with area community and business groups to complete the process. Metro held public hearings beginning in March and the county held its first public hearing on April 12.

Below is basic information about reserves and a timeline of what led to our current status. Updates are available at bit.ly/ClackCoReserves.

What are urban and rural reserves?

Rural reserves: Land outside the urban growth boundary (UGB) on which urban development is prohibited for at least 50 years (e.g., working farms, forests or natural features like rivers, wetlands or buttes)

Urban reserves: Land outside the UGB that may be considered for potential urban development within the next 50 years.

Undesignated lands: Land outside the UGB that has not been included in an urban or rural reserve; generally may not be used for urban development until a substantial portion of urban reserve lands are already being developed.

Continued on page 11

Customer Postal **ECRWSS**

Permit No. Portland, OR 90stage OIA9 **OTS TARA9**

clackamas.us Oregon City, OR 97045 2057 Kaen Koad

Citizen News











DOG NOTES



Krupp's Korner: Thanks to staff for keeping roads safe



by County Administrator Don Krupp

Traveler safety is the top concern of our Transportation Maintenance staff, and they have shown their commitment to this many times over the past few months.

Most of us know from personal experience how the near record-setting cold temperatures, rain and snowfall this past winter took a toll on county roads. Snow and ice, heavy rains, tire chains and studs, and frequent dips below freezing temperatures have left their marks.

Potholes, for example, develop when water seeps below the road through small cracks in the pavement surface. As the water repeatedly freezes and thaws, a cavity below the road is formed and larger cracks develop, causing the pavement to crumble.

If you see a pothole that needs to be filled, let us know! Send us the specific location, the specific issue and your contact information by emailing us at roadconcerns@clackamas.us, by phone 503-557-6391, or report it online at bit.ly/RoadConcern.

During the winter storms, including the entire period from January 1-18, our road maintenance crews were on duty around-the-clock to keep major county roads accessible and safe for travelers.

With more than 1,400 miles of county roads, we have set priorities for which roadways are attended to first, based on safety and meeting the needs of the largest number of people.

In between and after the storms, staff cleaned sand, filled potholes and monitored areas known to be at risk of landslides. Where slides did occur, our expert staff took the time to ensure that the repairs would be both effective and efficient, so the roads would be safe and our limited road funds would be used wisely.

Thanks to the dedication and hard work of our staff. this record-setting winter was safer for all of us in Clackamas County.

Last fall our road workers participated in winter weather safety training. You can see the video recap at bit.ly/ClackCoWinterRoads.

Sincerely,

Don Krupp

Clackamas County Administrator

The Citizen News is produced quarterly by the Public and Government Affairs Department (PGA). It is mailed to nearly every household in the county.

Contact us about stories in the Citizen News at CitizenNews@clackamas.us Contact your commissioners at bcc@clackamas.us or 503-655-8581

BOARD OF COMMISSIONERS



Jim Bernard





Commissioner Sonya Fischer



Ken Humberston



Paul Savas



Martha Schrader

GET INVOLVED CLACKAMAS COUNTY!

ADVISORY BOARDS AND COMMISSIONS

community? We have nearly 50 different

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Public involvement in **Clackamas County**

Clackamas County values public involvement and has many ways for individuals to get involved in decisions impacting the community. Community Planning Organizations (CPO) provide residents who live within the unincorporated areas of the county the opportunity to be involved in the land use planning process. Though land use is typically a main focus, many CPOs discuss other matters of importance such as emergency preparation, community event planning and more. There are many ways to participate with your CPO such as attending meetings, volunteering for the CPO Board of Directors, or signing up for an email list to stay informed. To find out more about your CPO, or for other information pertaining to CPOs, visit bit.ly/ClackCoCPOs.

The county also supports a unique Hamlet and Village Program to residents and property owners within unincorporated areas. Currently, there are three active hamlets: Beavercreek, Mulino and Stafford. While each hamlet or village has unique goals and areas of interest, they all promote activities that benefit the community, while working with the county and outside organizations to provide residents increased access to (and information about) the projects and programs impacting the area. To find out more about the hamlet program or to see if you live within hamlet boundaries, please visit bit.ly/HamletVillages.

If you have questions regarding community involvement at Clackamas County, please contact Katie Wilson at 503-655-8552 or kwilson2@clackamas.us.



Meet your new commissioners





What is the most important issue facing Clackamas County?

The most important issue facing Clackamas County is how to equitably meet the needs of all of its residents. On the surface, our county looks like it is thriving. We have one of the lowest unemployment rates and one of the lowest childhood poverty rates in the state.

However, if you look more closely you will find that those numbers are disproportionately influenced by the prosperity of our more affluent communities such as Happy Valley, West Linn and Lake Oswego. There remain segments of our county that experience significant poverty.

Three areas that come to mind are portions of Milwaukee, south of Canby, and sections of North Clackamas. Some of these areas experience poverty rates as high as 30 percent. At our recent strategic retreat, the Board of County Commissioners discussed adopting a multidisciplinary strategy aimed at reducing poverty in areas of the county.

Another issue we are painfully aware of is the housing affordability crisis. Some people work two jobs and still can't afford rents that continue to increase. Clackamas County will focus on solving this problem while seeking support from our community partners to reach our strategic goal of adding 2000 units of housing our residents can afford.

The county has five strategic goals (bit.ly/PerfomanceClackamas). What's one way the county can improve on one of them?

It is the goal of Clackamas County to grow a vibrant economy. We can only do that if we look out for the needs of all of our residents. Our county is uniquely positioned to provide infrastructure, transportation prioritization, development planning, social services and direct support to attract and retain businesses.

By targeting and focusing our resources on communities that are most significantly in need, Clackamas County can grow a vibrant economy for all of its residents.

Why should residents get more involved with county opportunities, like Advisory Boards & Commissions (bit.ly/ClackCoABCs) or Community Planning Organizations (bit.ly/ClackCoCPOs)?

Public involvement shapes policy. Clackamas County has over 70 opportunities to get involved, whether that is through Advisory Boards and Committees, Community Planning Organizations, or other opportunities.

I got my start in public service by advocating on an early intervention council years ago in Multnomah County when my special needs daughter was denied services. We made a tremendous difference in helping the county prioritize how to deliver services. Our residents can and do influence the service delivery system here with their participation and feedback.

Even though I've only been a commissioner for a month, I've witnessed the Equity, Diversity and Inclusion Council offer a recommendation that Chair Jim Bernard make a statement to residents and county employees acknowledging the effect that the federal government's current federal immigration policy is having on immigration service delivery systems in Clackamas County. The members of that council shaped and influenced the statement that was shared.

What is the most important issue facing Clackamas County?

I would divide them up into different areas. Some are political and some are pragmatic in terms of the economy and that sort of thing.

First is a major political one, which is resolving the remand with the state. Getting that done and protecting the Stafford Hamlet as much as we can in cooperation with the cities.

I think it's critically important that we protect the remaining farmland that we have in this county. Only about 13 percent of our land is farm land and yet we are the number one producer of organic foods in the state. That's a \$100 million enterprise that I feel we should protect.

Also, I am looking at cross-laminated timber as an incredible opportunity for our rural communities throughout the county, and throughout the Northwest. We are forming a task force in Clackamas County and we will probably work with other counties on this. We see it as a really great opportunity to provide jobs from laborers all the way up to the PhD architect that designs buildings, and everybody in-between.

It's an incredible opportunity and it would be a traded sector product that could be sold around the Pacific Rim.

It's critical that this project is done with the environmental community's issues in mind with their representatives at the table to be sure that it's done properly and sustainably. We want to use county standards, which far exceed state standards. That is the only way we will have the environmental community on board - if we exceed the state and federal standards in terms of managing the forest.

At an obviously more need-driven level, low-income housing and homeless shelters are a critical component of our housing situation right now that are an unmet need. We are working on many ways to make some low-income housing alternatives available. I have made it a priority, and I believe the board is on board with this, that we will not have unsheltered people by next winter. Our objective is to not have what happened this winter happen next winter. We are doing everything we can to accomplish that.

The county has five strategic goals (bit.ly/PerfomanceClackamas). What's one way the county can improve on one of them?

There's so many things and they are all interrelated, it's hard to limit it to one. Once again tap into and promote and invest in natural resources which obviously includes cross-laminated timber.

The tourism industry is important, because we have 53 percent of our land in forests. That's where people want to go recreate and go skiing, hiking and biking, and all those kinds of things. We want to protect the natural resources while being able to use them in a responsible way and husband them properly.

We're not limited to natural resource extraction, and we can't be any longer. Those days are over in Oregon, let alone in our own county.

We have to diversify, and we have the opportunity with some niche industries that we have right here in Clackamas County, and I'll give you some examples. We have over 50 different metal manufacturing companies right here in our county. Those are good, high-paying family wage jobs. Remember, at the machine shops that do this work, it's not the old days that saw workers covered in grease when they came home. These are much cleaner facilities that pay good wages and have benefits. We need to continue to support those industries.

Continued on page 19



A word on Earth Day: Volunteer!

Volunteering is one of the most rewarding things you can do – for the time you invest and what you help create.

Volunteering can help you:

- Build confidence: Volunteering gives you the chance to try new things and feel accomplished.
- Learn new skills: Volunteering can help you learn new skills, gain experience and even develop job qualifications.
- Make friends: You can meet all kinds of people while volunteering.
- Build community: By volunteering in your community, you support opportunities for you and your neighbors to come together for the good of the whole community.
- Have fun!

There are a variety of volunteering options for all types of interests. In recognition of Earth Day this April 22, here is a short list of local groups in Clackamas County with volunteers working hard to make a difference for people and our local environment. Whether you are looking for a one-day opportunity or an ongoing commitment, these groups can use your help.

Volunteer opportunities

- Clackamas County Volunteer Connection (clackamas.us/socialservices/volunteer.html)
- Clackamas River Basin Council (clackamasriver.org)
- Johnson Creek Watershed Council (jcwc.org)
- Master Recyclers (masterrecycler.org)
- North Clackamas Parks & Recreation District (ncprd.com)
- Oswego Lake Watershed Council (oswegowatershed.org)
- SOLVE (solveoregon.org)

Schedule a workshop with us!

Master Recyclers and county staff are available to present information to your community group on a variety of topics, such as:

- Recycling
- Green cleaners
- Reducing wasted food
- and more!

For more information or to schedule a presentation for your organization, garden club, faith group, school or other community group, call 503-557-6363 or email wasteinfo@clackamas.us.



EARTH DAY QUIZ

- 1. When was the first Earth Day?
- 2. What American river caught fire in 1969 and pushed concerns about the environment into the national spotlight?
- 3. What groundbreaking and lifesaving legislation was passed in the wake of the first Earth Day?
- 4.By 1990, what was the monetary value of the health benefits from the Clean Air Act?

a. April 22, 1970; 2. The Cuyahoga River in Ohio; 3, Richard Vixon signed the Clean Air Act and the Clean Water Act; 4. Approximately \$22 trillion in health benefits.

Recycle at your event!



We can help you recycle bottles and cans with ClearStream recycling containers for events open to the public, such as races, tournaments, festivals, fairs and concerts. We loan ClearStream containers for free. They are simple to transport and set up. They

are an easy option to collect beverage containers that you can then redeem.

To reserve containers for your event, contact Rita Hale at 503-742-4464 or email rhale@clackamas.us.

Durable recycling bags for apartments, retirement communities

Looking for an easier way to recycle at your apartment community?

For property managers and residents of communities with shared recycling service (including condos), we offer reusable, durable recycling bags.

Mixed recyclables and glass are often carried from the home to shared recycling containers in plastic bags. Plastic bags do not belong in recycling because they cause major problems at the recycling facility. The durable recycling bag is a convenient alternative with many benefits:

- Sturdy bag to collect recyclables
- Handles for easy carrying
- Convenient bottom handle helps empty contents
- Recycling guide on every side
- Collapsible and easy to store when not in use

Have your property manager request bags today!

Bags are \$1 each. Property managers can order bags at bit.ly/multifamilyClackamas.

Questions? Contact a multifamily specialist at 503-742-4451 or email wasteinfo@clackamas.us.



No plastic bags:

Do not put plastic bags in your recycling bin. Do not put recyclables in plastic bags.

Why? Plastic bags put in your home or work recycling bin get tangled in the the sorting machines at recycling processing centers. Workers must cut the bags free several times a day. This is dangerous, takes time and wastes money.

What can I do with my plastic bags?

- Take them to a grocery store participating in a plastic bag recycling program.
- Use them again to line your garbage cans or collect pet waste.

Recycle your paint

With

Paint care

Got old paint?

There are nine

Paint Care locations in

Clackamas County that

take back old paint, stain and varnish from residents and businesses at no cost to you. Learn more at:

paintcare.org

855-724-6809

Want earth-friendly paint at a fraction of the cost of new?

Buy recycled paint from Metro

Reimagined paint
MetroPaint is previously
unwanted paint remade new.
Screened for quality and
reblended into desirable colors,
it's paint ready for a new purpose.
Learn more at:



bit.ly/metropaint 503-234-3000



Oregon Green Schools in Clackamas County

Students, staff at Oregon Green Schools reduce, reuse and recycle!

At schools across Clackamas County, students, teachers and staff are making a difference in their communities with programs to recycle, reduce waste, save energy and conserve water. Please join us in recognizing the following certified Oregon Green Schools for their outstanding commitment!

Premier

- Deep Creek Damascus (Damascus)
- Hallinan Elementary (Lake Oswego)
- Oak Creek Elementary (Lake Oswego)
- Rex Putnam High (Milwaukie)

Merit

- Cedaroak Park Primary (West Linn)
- Forest Hills Elementary (Lake Oswego)
- Lakeridge Junior High (Lake Oswego)
- North Clackamas Christian (Oregon City)
- Redland Elementary (Oregon City)
- Trillium Creek Primary (West Linn)

Green

- Ardenwald Elementary (Milwaukie)
- Bolton Primary (West Linn)
- Candy Lane Elementary (Oregon City)
- Cascade Heights Public Charter (Clackamas)



- Columbia Academy (West Linn)
- Gardiner Middle (Oregon City)
- Jennings Lodge Elementary (Oregon City)
- John McLoughlin Elementary (Oregon City)
- Lowrie Primary (Wilsonville)
- Milwaukie High (Milwaukie)
- Mt. Scott Elementary (Happy Valley)
- Oregon Trail Elementary (Happy Valley)
- Portland Waldorf (Milwaukie)
- Rural Dell Elementary (Molalla)
- Springwater Environmental Sciences (Oregon City)

- Spring Mountain Elementary (Happy Valley)
- St. John the Apostle (Oregon City)
- View Acres Elementary (Milwaukie)
- Verne Duncan Elementary (Happy Valley)
- West Hills Montessori (Lake Oswego)
- Wilsonville High (Wilsonville)

To learn more about the county's Oregon Green Schools, visit bit.ly/orgreenschools.

Oregon Green Schools is a nonprofit organization dedicated to energizing and engaging students through student-driven activities that advance their understanding and ownership of sustainability.

Clackamas County schools lead the way in plastic recycling!



You may remember the Trex School Challenge from the fall issue of Citizen News. The challenge collects stretchy 'film' plastics such as plastic bags, shrink wrap and bread bags. In the last four months, eight schools have recycled hundreds of pounds of plastic, and are entered for the chance to win a bench made of Trex recycled plastic boards!

The current leader in the county is Springwater Environmental Sciences School. Students there

have collected over 130 pounds of stretchy plastics. That's almost 9,000 plastic bags in four months. Good luck to all participating schools!

Participating schools:

- Art Tech High
- Ardenwald Elementary
- Forest Hills Elementary
- Oak Creek Elementary
- Scouters Mountain ElementarySpring Mountain Elementary
- Springwater Environmental Sciences
- Verne Duncan Elementary

If your school is interested, the next challenge will begin in November 2017. Contact Laurel Bates lbates@clackamas.us for information.



Turn food scraps into gold; make your own compost

Composting at home is fun and easy! It supports a healthy yard and garden, reduces the need for lawn chemicals, keeps water in the soil and reduces erosion.



What do I need to start composting?

- A place to compost. This could be a compost bin or an open pile. Compost bins are offered at many home and garden stores. Metro also offers discounted bins at the MetroPaint Swan Island store.
- 'Brown' material (leaves, straw, animal bedding, etc.)
- 'Green' material (grass clippings, food scraps, etc.)

How do I compost?

Collect 'brown' and 'green' materials, and mix two parts 'brown' to one part 'green'. You can create compost more quickly by chopping materials into smaller pieces. To work properly, a compost pile needs water and air. Keep your compost pile damp like a rung out sponge by adding dry or moist materials or sprinkling with your water hose as needed. Turn the material periodically to introduce air into the pile.

Beyond yard debris, what food can I put in my backyard compost bin?

Include these materials:

- Fruits and vegetables
- Coffee grounds, filters and tea bags
- Eggshells

Leave these materials out:

- Meat and seafood
- Grease and oil
- Dairy

Want to know more?

Metro provides information on composting methods, instructions for building a bin, trouble-shooting, composting demonstration sites and more at bit.ly/metrocomposting.



Mix only these items in your Recycling Container

PAPER

Newspaper

Cardboard (flattened)

Magazines and phone books

Mail and catalogs

Scrap paper

Paper bags

Cartons: milk, juice, soup (rinsed)
Shredded paper (in a paper bag)



PLASTIC

Bottles

Jugs

Tubs

Nursery pots (larger than four inches)

Buckets (five gallons or less)

Ignore numbers on containers; they indicate plastic resin type, not recyclability

Empty and rinse containers Six ounces or larger in size

METAL

Aluminum, tin and steel cans

Metal paint cans (empty and dry)

Aerosol cans

Aluminum foil and pie plates

Scrap metal (smaller than 30 inches and less than 30 pounds)

Do not flatten cans

Labels are OK

Tin tops are OK if crimped inside can Empty and rinse containers





In your **Yard Debris Container**

Leaves and flowers

Grass clippings

Weeds

Tree and shrub trimmings (less than four inches in diameter and 36 inches long)

Do not include:

- x Plastic bags
- x Household garbage
- x Metal
- x Food scraps* or food-soiled papers
- x Rocks
- x Dirt or sod
- x Ashesx Diapers
- x Pet waste
- x Oversized items
- x Plastic
- x Building lumber
- x Stumps

In cities and urban areas with yard debris service. *Lake Oswego residents may include food scraps in yard debris containers.



In your separate Glass Container

GLASS BOTTLES AND JARS

Empty and **rinse** containers All colors together Remove caps and corks Labels are ok



On the Side

MOTOR OIL

Set used motor oil next to your glass bin

Marked container with a screw-top cap No larger than two gallons

Single-family customers only, not at apartments or businesses



Metro Recycling Hotline 503-234-3000

pet waste and diapers. Some items can be taken to a drop-off center to be recycled or reused.

Plastic film and bags To-go cups and containers (paper + plastic cups and clamshells) Frozen food containers and incandescent light bulbs Also in your garbage: food-soiled paper, pizza boxes, carpet, textiles, food scraps, containers labeled "compostable,"



RECYCLING locations convenient to Clackamas County

Call ahead to confirm materials are accepted and inquire about potential fees.

Questions?

Metro Recycling Information Hotline: 503-234-3000 **OregonMetro.gov/FindaRecycler**

Deposit containers

Return to BottleDrop Centers, retailers or grocery stores. **bottledropcenters.com**

Oregon E-Cycles

Recycle computers, monitors, TVs, printers, keyboards and mice for free. 1-888-532-9253 bit.ly/oregonecycles



Paints and stains

Drop off paint for free at PaintCare locations. **PaintCare.org**

Prescription medicine

Take medicine to a free drug drop-off location near you. ClackamasProviders.org/drugtake-back-boxes

Metro South Hazardous Waste Facility also accepts medications for a fee.

Sharps (needles, lancets, syringes)

Take to the Metro South Hazardous Waste Facility or call your collection company. Check with your local pharmacy.





Clackamas County Resource Conservation & Solid Waste | clackamas.us/recycling | 503-557-6363 | wasteinfo@clackamas.us

About Trash Talk

Trash Talk is provided by Clackamas County's Resource Conservation & Solid Waste Program, on behalf of the Clackamas County Recycling Partnership: a cooperative of Clackamas County, the cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville, and local garbage and recycling companies.

Contact

Clackamas County Resource Conservation & Solid Waste 503-557-6363 wasteinfo@clackamas.us clackamas.us/recycling

Green your business - Get started today!



Clackamas County sustainability advisors help businesses find easy, often overlooked, ways to green business practices. We work hand in hand with hundreds of businesses each year to save money, help attract new customers and make your workplace a healthier place.

Get certified

Green your business

Be recognized



Congratulations to these organizations for being Leaders in Sustainability!

CERTIFIED

Lake Grove Car Wash Shear Creations



Bold = Businesses certified within the last year

SILVER

18/8 Men's Salons
Bridges to Change
Danielsons Properties
Dyke Vandenburgh Jewelers
Friends of Robinwood Station
Happyrock Coffee Roasting Co.
Johnson RV

Lake Oswego Chamber of Commerce Lush Cosmetics - Clackamas Nicholas G. Dose, DMD Sandy Community Action Center

Autodesk Inc.

Babica Hen Cafe
Bike Gallery – Lake Oswego
City of Happy Valley
Coffee Creek Corrections
General Sheet Metal

Gubanc's
Kyra's Bake Shop

Lake Oswego United Church

of Christ
Lake Theater & Cafe
Mary's Woods Retirement Community

GOLD

Marylhurst University
Menchie's Frozen Yogurt
New Seasons – Happy Valley
New Seasons – Mountain Park
Norris Beggs & Simpson
Microsoft Surface Hub
Rockwell Collins
Rose Villa
Tucci Italian Restaurant
West Linn Paper Company
Wishbone Home and Design

clackamas.us/recycling/lis lis@clackamas.us | 503-557-6363





Help clear storm drains to protect your property and our water

Heavy rains combined with debris brings the potential for pollutants to reach our waterways. It's now time to pay attention to our storm drains — which connect underground pipes that carry rain and snowmelt to nearby rivers, streams or groundwater.



Regularly clearing our storm drains of debris helps reduce flooding and possible property damage while protecting our valuable shared sources of drinking water. The Oregon Environmental Council and Water Environment Services offer the following tips:

- Look at the storm drain grates in front of your home or business before and right after a rain or snow storm. Then make sure they're free of leaves and debris.
- Use a rake or pitch fork to clear leaves and debris from the storm drain. Do not try to remove the grate, only the debris on top of the grate. Dispose of leaves in your yard waste container or compost bin. If possible, spread the leaves on your garden to protect and nourish your perennials.
- When leaves fall into the street, rake them one foot away from the curb so they won't block the path of rain water.
- If you can't clean a clogged storm drain yourself, call your local public works department.
- Never dump anything into a storm drain. It's against the law!
- Thank you for helping to protect public health and the environment.

Attention business owners! Sign up for discounted rates on commercial storm drain cleanings by calling 503-742-4616.

Water Environment Services recognizes
Bartlett Tree Experts,
Landscape East & West,
Sense of Place Permaculture



or to apply for certification, visit

ENVIRONMENT SERVICES ecobiz.org

Keep wipes out of the pipes!

Did you know that flushing items such as cleaning and baby wipes can cause damage to our sewer system? Many things routinely flushed down the toilet or washed down the drain, including those sold as "flushable," can cause expensive maintenance problems and sewer backups in your home, and the public sewer system. The following are examples of what should NOT be flushed or washed down the drain:

- Baby and cleaning wipes
- Paper towels
- Cotton balls, swabs and pads
- Facial wipes and tissue
- Feminine products including applicators
- Unused medications
- Chemicals
- Fats, oils and grease



Thank you for doing your part to protect public health and the environment in Clackamas County. To learn about Water Environment Services or to watch the Water Environment Federation's Water Resource Recovery Facility 3D Virtual Tour, go to bit.ly/TourWES.

Fertilizers and pesticides can contaminate our community's water

As spring approaches, we begin noticing that our yards and garden beds need tending and vow to take action in preparation for the growing season. Taking action shouldn't always mean heading to the store for pesticides and fertilizers. If used improperly, these products can easily reach local streams and can harm fish and aquatic bugs, such as stone flies.

Pesticides can help control pesky weeds and insects, but pesticides (including organic pesticides) sometimes have some level of toxicity to non-targeted, beneficial organisms, such as honeybees, earthworms, aquatic bugs, fish and people. Pesticides which are sprayed on a windy day can drift onto neighboring property or into a creek. Pesticides applied before it rains can wash into a storm drain that connects to a local waterway.

Please carefully read pesticide labels to understand their public health and environmental hazards. Important information can be found on the product's label that may include the following warnings:

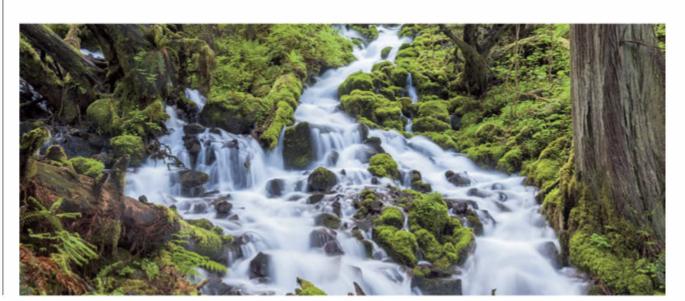
Hazards to Humans and Domestic Animals. This describes the potential hazards to people and pets, and actions you can take to reduce those hazards, for example, wearing gloves. These statements may also provide extra information on how to protect children and pets.



Environmental Hazards. This describes the product's potential to harm wildlife, fish and water quality. For example, "Do not apply directly to water, or to areas where surface water is present."

If a spill occurs, please clean it up. If a granular or powdered fertilizer or pesticide product is accidentally spread onto a sidewalk or driveway, please sweep it up. Sweeping up the product prior to watering or a downpour is a small practice that can make a big difference to protect public health and the environment.

Please consider naturescaping and weed control prior to fertilizer and pesticide use. For more information concerning the use of fertilizers and pesticides, go to the National Pesticide Information Center's website at npic.orst.edu or go to theriverstartshere.org.











Nearly 200 attend WES tours

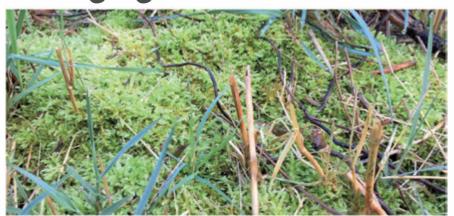
Residents of all ages visited the Tri-City Water Resource Recovery facility during a series of open house and tour events hosted by Clackamas County Water Environment Services in January and February.

Attendees observed how WES uses state-of-the-art technology to protect public health and the environment in north Clackamas County. Visitors also learned how the facility in Oregon City produces clean water, energy, and other useful products, while also protecting the county's economic vitality.

To learn more about WES and its services, visit bit.ly/ClackCoWES.



Managing moss madness



Blame it on the weather. Moss happens here. The best way to ensure a moss-free lawn, deck and roof while protecting the health of our families, pets, wildlife and our shared water supply is to be mindful of what moss and algae require to grow – moisture. Since there's no avoiding dampness here in the beautiful Northwest, here are a few easy tips for moss and algae control:

- Sweep or hose off moss in its early stage of growth
- Avoid products with dangerous or harmful ingredients, such as ammonium, copper, iron or zinc sulfates
- Consider biodegradable soap-based moss treatments
- When using pesticide products, always follow label instructions
- Disconnect downspouts when treating your roof
- Prevent future moss growth by trimming and thinning branches that shade your home and yard
- Aerate and mulch lawn and use native grass seed

"The steps you take at home and at work to control chemicals has a huge impact on water quality and the health of our streams and rivers, the proof is in the data we collect," said Ron Wierenga, Water Environment Services Surface Water Manager.

Thank you for helping to protect public health and the environment.

ENVIRONMENT









ROCK CREEK WATERSHED WIDE EVENT SHINES THROUGH THE RAIN

Despite the rain, about 70 volunteers planted more than 1,350 plants and trees at three different sites along Rock Creek at Pendarvis Farm in Happy Valley in March.

The Rock Creek Watershed project is designed to provide watershed enhancement and education about the importance of watershed health.

County Commissioner Martha Schrader attended the event.

Funding came from a WES RiverHealth Stewardship Program Grant.

Project partners included Friends of Trees, Clackamas River Basin Council, and Dig-in Community.



HUNDREDS PARTICIPATE IN JOHNSON CREEK WATERSHED WIDE EVENT

Nearly 400 volunteers participated in the Johnson Creek Watershed Wide event in March.

WES partnered with the Johnson Creek Watershed Council and others for the family-friendly event which is designed to help build a healthier watershed.

The event resulted in the planting of 7,000 native plants and trees and the removal of five acres of invasive species.





Texting EQUALS Driving Blind

DON'T TXT & DRV

DriveToZero.org

April is Distracted Driving Awareness Month

Be attentive! While April is Distracted Driving Awareness month, there are actions we can take year-round to be remain attentive – and safe – behind the wheel.

Distracted driving is any activity that takes your attention away from the primary task of driving, including:

- visual (keeping your eyes on the road),
- manual (keeping your hands on the wheel) and
- cognitive (keep your focus on driving).

Eating, talking with passengers, and reading are all distractions, but cell phone use is the most dangerous of all because it involves all three forms.

Our Drive to Zero program – which aims to reduce fatal and serious injury crashes on our roads by 2022 – combats distracted driving by increasing awareness of its dangers. The program sponsors a contest, Posters and Coasters, for high school students to create media that is then shared in the community. During April, a poster created by Sandy High School student Alyssa Bigelow (see above) is being featured on two billboards in the county.

100 deadliest days for teens

Studies show that car crash rates are higher for teens than for any other group, and fatalities historically climb during the summer. The American Automobile Association (AAA) and other organizations have dubbed the period between Memorial Day and Labor Day as the 100 Deadliest Days for teen fatalities, and about one-third of alcohol-related teen fatalities take place during April, May and June – prom and graduation season.

After graduation, when school is out, teen schedules are more open and curfews are extended. For many, summer can feel like a three-month weekend. A study by the Center for Injury Research and Prevention at Children's Hospital of Philadelphia showed that half of all teen-involved collisions are caused by driver error. Some of those drivers failed to scan the road and environment ahead, or were driving too fast for road conditions. Some were simply distracted.

Drive to Zero's Patty McMillan adds, "Driving inexperience, coupled with distractions such as the presence of teen passengers and cell phone use, can greatly increase the risk of a deadly car crash. Safe driving is a skill acquired over time."

Reserves, continued from page 1

Urban and Rural Reserves: A brief timeline

2008: Metro and Clackamas, Multnomah and Washington counties began working together, along with the public and interested groups, to identify urban reserve and rural reserve lands to serve the region for the next 50 years.

2010: Metro and the counties adopted urban and rural reserve designations, and then submitted those designations to the Oregon Land Conservation and Development Commission (LCDC) for approval.

2011: LCDC granted final approval of the revised metro-wide urban and rural reserves. The LCDC decision was appealed to the Oregon Court of Appeals by the cities of West Linn, Tualatin and others.

2014: The Oregon Court of Appeals issued a ruling that reversed (in Washington County) and remanded for further action some of the reserves designations in Clackamas, Multnomah and Washington counties. With respect to Clackamas County, the court requested additional findings related to efficiently serving urban reserve areas 4A, 4B, 4C and 4D (all in Stafford) with transportation facilities.

2016: Metro adopted revised findings and submitted them to Clackamas County for consideration of revised findings to address the issues on remand for urban reserve areas 4A, 4B, 4C and 4D.

Details about the county's process are at bit.ly/ClackCoReserves. More information about urban and rural reserves is available from Metro at oregonmetro.gov/urban-and-rural-reserves.

Summer paving projects selected

The sections of roads listed below will be paved during summer 2017 at a total cost of approximately \$6.4 million. Because we do not have the funds needed to resurface all roads that need it, these roads were chosen by our pavement management staff based on condition, traffic and safety considerations.

Our limited road funds – from our portion of the state gas tax, vehicle registration fee and weightmile taxes – are being used to pave 21 miles of roads in 2017. (Property taxes may not be used for road maintenance.)

Roads are listed by alphabetical order. Updated information will be posted on the county's Summer Road Maintenance webpage at bit.ly/ClackCoRoadProjects. Area residents will be informed about specific details, including work hours and traffic flow. Each project lists the manager's contact.

Beaton Road, from Forsythe Road to Roessel Lane. **Contact**: Shane Abbott, **tabbott@clackamas.us** or 503-650-3218

Borland Area

Borland Road, from Prosperity Park Road to the roundabout. **Contact:** Vince Hall, **vincehal@clackamas.us** or 503-742-4650

Brunner Road, from Forsythe Road to end of county maintenance. **Contact:** Shane Abbott, tabbott@clackamas.us or 503-650-3218

Canby Area

Lone Elder Road, from Canby Marquam to Highway 99E; Sconce Road, from beginning to end of county maintenance; Rhoten Road, from Lone Elder Rd to end of county maintenance. Contact: Vince Hall, vincehal@clackamas.us or 503-742-4650

Clairmont Court, from Wilson Road to dead end. Contact: Shane Abbott, tabbott@clackamas.us or 503-650-3218

Feyrer Park Area

Feyrer Park Road, from Mathias Road to Wright Road; **Mathias road**, from beginning of county

maintenance to Claim Road; **Molalla Avenue**, from south city limit to Wilhoit Road; **Ona Way**, from Highway 211 to end of county maintenance. **Contact:** Vince Hall, **vincehal@clackamas.us** or 503-742-4650

Lammer Road, from Beavercreek Road to dead end. **Contact:** Shane Abbott, **tabbott@clackamas**. us or 503-650-3218

Maplelane Road Area

Maplelane Road, from Maplelane Court to Ferguson Road; Holly Lane, from Redland Road to Maplelane Road; Ferguson Road, from Redland Road to Beckman Road. Contact: Vince Hall, vincehal@clackamas.us or 503-742-4650

Trail Road, from Stafford Road to dead end.

Contact: Shane Abbott, tabbott@clackamas.us or 503-650-3218

Wilson Court, from Wilson Road to dead end. Contact: Shane Abbott, tabbott@clackamas.us or 503-650-3218

Wilson Road, from Beavercreek Road to Fergusson Road. Contact: Shane Abbott, tabbott@clackamas.us or 503-650-3218

Report a roads concern

Report potholes or other road damage or concerns at bit.ly/roadconern.





Potholes develop when water seeps below the road through small cracks in the pavement surface. As the water repeatedly freezes and thaws, a cavity below the road is formed and larger cracks develop, causing the pavement to crumble.

If you see a pothole that needs to be filled, let us know! Send us the specific location, the specific issue and your contact information by emailing us at roadconcerns@clackamas.us, by phone at 503-557-6391, or report it online at bit.ly/RoadConcern.



Faster licensing, free microchipping and more at Dog Services



aura Perkins, our dog behaviorist, demonstrates, aura exercises for the certification program.

Dog licensing

Dog owners should find licensing easier and faster with an updated licensing system. You can learn more about it at clackamas.us/dogs.

Free microchipping for county licensed dogs

If you have a dog licensed by the county, you can get a free microchip through our partnership with Good Neighbor Vet. A microchip is a permanent form of identification for dogs that helps them be found if they become lost without their collar and tags. If you are interested, visit the shelter on the fourth Saturday of the month between 9 and 11 a.m. Check in with Dog Services when you first arrive to either buy a license or collect a form that says your license is current. Then you and your dog can head to Good Neighbor Vet's mobile clinic in the parking lot for your free microchip!

Canine Good Citizen certification program

You can test your dog for the American Kennel Club Canine Good Citizen (CGC) certification at our shelter for free. Dogs who pass certification receive a gold star license tag. The CGC program encourages responsible pet ownership for owners, and good manners at home and in the community for dogs. Call or stop by the shelter to sign up at least seven days in advance. Please make sure your dog has a current license before enrolling and prepare your dog for testing with proper training exercises. Find testing details at bit.ly/cgctesting.

High return to owner rate

Did you know that the primary function of Dog Services is to hold stray dogs? We accept every stray dog that comes to our shelter, and work diligently to reunite those dogs with their original owners. In 2016, 80 percent of the dogs that came to our shelter found their way back home. A current license and up-to-date microchip information makes this process much easier.

Visit clackamas.us/dogs for information on these programs and more.

2016: A YEAR IN REVIEW

Dog Services provides critical support to dogs brought to the shelter as strays, surrenders and dogs found by the public.

- 610 dogs were reunited with their owners
- 256 dogs found new homes
- 68 dogs were transferred to rescue organizations to find new homes.
- 4,700 volunteer hours were donated to keep shelter dogs well-fed, exercised, trained and ready for new homes.

Setting up dogs and kids for success



By Laura Perkins, Certifed Professional Dog Trainer

Many people have fond childhood memories of playing with the family dog. It is only natural that we want to create that experience for our own kids. Though a child and a dog can become the best of friends, the parent plays a big role in making the relationship a success. Consider the following tips when adding a dog to your family.

- 1. Choose a dog who enjoys kids. This may sound obvious, but many dogs would prefer to avoid small children. If a dog has no experience with children, the energetic and unpredictable movements of a child can scare a dog. At our shelter, we ask kids to be silly and loud after getting to know the dog so that we can see how the dog reacts. (We make sure the dog remains on a leash at a distance from the kids for everyone's safety.)
- 2. Teach your child how to interact with dogs. Whether or not you live with a dog, it is important for children to learn how to interact with dogs in a safe, respectful manner. First, have your child practice stopping several feet from the dog and ask the dog to approach instead of moving into the dog's personal space. Then, offer a hand at knee level for the dog to sniff. Next, if the dog is calm and the owner says it is ok, your child can pet the dog on the neck or shoulder. Don't pet over the

top of the head – that is scary for a dog! After a few seconds, have your child pause to see if the dog chooses to stay or leave. This will give the dog the chance to walk away if they are uncomfortable. If at any time the dog wants to walk away or isn't approaching from the start, teach your child to say "hi" from a distance.

- 3. Provide active supervision. Many parents know that children and dogs should be supervised, but active supervision is the key. If a child and dog are interacting, the parent should be involved. Young kids need to be guided as they pet the dog. With older kids or active children playing in the same room as the dog, it's a good idea to sit between your dog and child to monitor the mood of both of them. Interactive games like fetch are a great way for kids and dogs to build a relationship. Teach your child to trade the toy for a treat or help them make the trade so that it's a positive experience for the dog.
- 4. Provide a space for breaks. Set up a space where your dog can rest but still be part of the family, such as a bed, crate, pen or baby gate. Teach children that when the dog is resting, the dog is off-limits. Even if your dog loves your children, a sleeping dog may react inappropriately if surprised. Your dog may need to be put in a crate or behind a gate until they learn to go to their resting spot on their own. Make this a positive place for your dog give them a treat, toy or chew while they rest near the family.

Watch your dog's body language to monitor how they feel about interactions with children. Ears back, tense faces and wide eyes are often first signs of an uncomfortable dog – this may happen long before your dog growls. If you notice any of these signs of nervousness or avoidance, let your dog have a break right away. The more you look for

these clues, the better you will be able to support

5. Learn to listen to what your dog is saying.

For more information about the relationship between kids and dogs, visit **thefamilydog.com** and **familypaws.com**.

your dog and child.

Putt for Mutts fundraiser May 18

You are invited to our annual *Putt for Mutts* fundraiser at Sah-Hah-Lee Golf Course (17104 SE 130th Ave, Clackamas) on Thursday, May 18 from 6 to 8 p.m.

All proceeds benefit the Clackamas Dogs Foundation and continue efforts to support dogs in your community. The Clackamas County Sheriff's Office Kg Sergeant and Canine will be our special guests. Sponsorships and donations to the silent auction are welcomed.

Our fundraiser admission is \$50 per person and includes dinner and a drink.

Questions? Contact Sarah Holcombe, Volunteer and Fundraising Coordinator, at 503-722-6729 or **sholcombe@clackamas.us**.





Preventing tick bites avoids disease



By Lora Geisler, Doctor of Veterinary Medicine

Ticks live throughout the United States and can spread serious infectious diseases. Different regions of the country harbor different species, and disease risk varies by geographic area and tick species. For example, only members of the Ixodes genus are known to transmit Lyme disease. Ixodes pacificus, also known as the Western Black-Legged Tick, is found

west of the Rocky Mountains and is primarily limited to coastal areas.

Though tick exposure varies widely depending on the geographic location and season, some species can be active throughout the year in western Oregon.

Many species of ticks affect cats and dogs, and can transmit disease to people too. Pets and people become infested with ticks by coming in contact with areas where there are a lot of ticks, such as woods. brush, shrubs, grasses and wild undergrowth.

Ticks can be easily seen or felt around your dog's neck, in the ears and in the folds between the legs and the body. Cats may get ticks on their neck or face. However, ticks can attach anywhere on the body, so check between your pet's toes, too!

If you find a tick crawling on a pet or person, you can brush it off. If the tick is biting, remove it as soon as possible by using tweezers and gloved hands to grasp close to the skin and pull steadily away from the skin. You may also have your vet remove ticks from your pet. Leaving tick mouthparts and head in your pet's skin can cause infection and inflammation. If you think the parts of the tick remain, consult your veterinarian.

Do not try to smother a tick with alcohol or petroleum or use a hot match. This may cause the tick to regurgitate saliva into the wound, which could increase the risk of disease transmission.

The best way to prevent disease from ticks is to prevent tick bites. For pets at risk of tick exposure, talk to your veterinarian about an appropriate treatment and prevention product. Because ticks are active throughout the year, tick control must be practiced consistently. Visit capcvet.org for more information.



Clackamas Dogs Foundation supports Emergency Vet Fund



As an open door shelter, Dog Services cares for every dog that comes in the door. Though our veterinary staff works hard to treat each dog, sometimes when a dog arrives in very bad shape we have to turn to outside help. These services can get expensive.

In November 2016, the Clackamas Dogs Foundation (CDF) established a \$20,000 Emergency Vet Fund to help cover these costs. The shelter quickly began to see how valuable this fund was for helping dogs with special health needs.



Puck, a dapple dachshund mix. was found outside the shelter with two injured front legs. Immediate attention was needed and he was quickly transferred to a 24-hour clinic. Puck

is making a full recovery and was adopted by a veterinary technician from the clinic.



Cody is a shepard mix who came in as a stray. We could tell early on that he didn't feel well. Our veterinary staff diagnosed him with Exocrine Pancreatic Insufficiency (EPI), meaning his

pancreas didn't produce certain enzymes needed to digest food. CDF paid for the first year of pancreatic enzyme supplements needed to keep him healthy. Cody was adopted by a wonderful family who is able to manage and treat his condition.



Sam, a black Labrador retriever mix. was surrendered by his owner. Sam was happy and active, but urinating blood. He was sent to an outside clinic for x-rays, and two large bladder

stones were found. This information saved Sam's life. Our veterinarian removed the bladder stones and sent Sam on his way to a new home and a much more comfortable life.



Elvira is a white pitbull mix puppy that came to the shelter as a stray in terrible shape (see photo above left). She was sent to the VCA Northwest Veterinary Specialists to stabilize her condition,

diagnose her and provide treatment. As we found out, in addition to her other health complications, Elvira is deaf. After her health stabilized, the shelter transferred her to the Deaf Dogs of Oregon Rescue.

The Emergency Vet Fund is the latest example of how Clackamas Dogs Foundation supports the programs of Clackamas County Dog Services and serves the greater community.

The foundation also funds a professional dog behaviorist on the shelter staff to help train dogs to be more adoptable, development of a dog foster program and a spay-and-neuter program for dogs of low-income county residents.

Together, we are committed to keeping people and their pets together while advancing dog welfare in our community.

To learn more, contact Sarah Holcombe, Volunteer and Fundraising Coordinator, at 503-722-6729 or sholcombe@clackamas.us.

Visit CDF's Facebook page (facebook.com/ **ClackamasDogsFoundation**) or website (clackamasdogsfoundation.org) for current projects and information on how you can get involved.

Don't get caught harboring a fugitive. License your dog.



It's the law to license your dog in Clackamas County.

Dog licensing also promotes responsible dog ownership, helps prevent spread of disease by ensuring up-to-date vaccinations, and supports investigations of animal cruelty, abandonment and neglect.

Buy or renew licenses online at clackamas.us/dogs, at many Clackamas County vet clinics, or at the shelter (13414 SE Highway 212, Clackamas, OR 97015).

| | | Altered dog | Fertile dog | |
|---|---------|-------------|-------------|--|
| | 1 year* | \$24 | \$41 | |
| *Discounts offered for multi-year licenses. | | | | |



Serving our four-legged friends

We provide shelter, medical care and support to Clackamas County's homeless dogs. We also offer dog licensing, adoptions, officer response, and serve as a resource for lost and found dogs.

Learn more about services and volunteering opportunities at clackamas.us/dogs.



Come meet our adoptable dogs!

Adoption hours Tuesday through Saturday 11:30 a.m. to 4:30 p.m.

Regular business hours Monday through Saturday 8:30 a.m. to 5:00 p.m.

503-655-8628 13141 SE Highway 212 Clackamas, OR 97015

Adopt. License. Donate.



Clackamas County releases new Community Health Assessment, launches Center for Public Health Advancement

A new report from our Public Health Division examines the health of residents and addresses how issues such as affordable housing, transportation, alcohol/drug use, and educational attainment for youth impact the health of our communities.

The Community Health Assessment was partially developed through the Healthy Columbia Willamette Collaborative – a consortium of local public health agencies, hospitals and coordinated care organizations in the metro region. It includes analyses of regional and local public health data, in addition to environmental, income, housing and education data.

Each community in Clackamas County faces diverse, but equally important public health issues. To help address this, the Community Health Assessment introduces the concept of Health Equity Zones, which are maps and datasets that are broken down into smaller geographic areas located within the county. The Health Equity Zones will allow public health officials to appropriately focus on the education and prevention of specific public health issues in these varying communities.



The Community Health Assessment will guide the newly-formed Center for Public Health Advancement, which conducts public health research for stakeholders and produces publications, presentations, reports and community outreach across Clackamas County. One of those reports will be the Clackamas County Community Health Improvement Plan, which will be deployed during the next several months while public health officials seek community feedback into the newly developed zones.

"This assessment is the first of its kind in Clackamas County," said Richard Swift, Director of our Health, Housing & Human Services Department. "The creation of Health Equity Zones in Clackamas County will help us to engage more meaningful conversations with partners about how we can work together to put the key findings into action."

To view the Community Health Assessment or for more information on the Center for Public Health Advancement, visit the Clackamas County Public Health Division webpage at bit.ly/ClackCoPublicHealth.

Health Centers gave this veteran a reason to smile

Michael Suptic was frustrated.

The Navy veteran and Molalla resident had called several local dentists to help him with his oral health issues that had been troubling him for years. But no one would.

"(My teeth) were so bad that they were getting infected," he said. "I was in the emergency room quite a bit ... I was in there three times in two weeks."

Suptic explained that through the U.S. Department of Veterans Affairs, he had medical care, but not dental care. It turned out that the Veterans Administration was willing to pull his teeth, but nothing else.

He finally had to have all of his teeth pulled in mid-2016. That's when he began calling to local dentists. Eventually, he called Clackamas County Health Centers and got some good news, our Health Centers would step up to provide him a new set of dentures.

The real surprise, though, was his bill: nothing.

"I wasn't expecting them to pay for everything," he said. "I could make payments, but they said, 'You're a veteran and we want to thank you for your help."

Suptic was overwhelmed by the gesture and cried because he was so happy.

"They did everything else that the VA wouldn't do," he said.

Suptic's case was a bit unusual. Dr. Justin Gonzales, Health Centers Dental Director, said his division would like to provide that level of funding to all veterans. Unfortunately, however, there are simply not enough resources to cover those expenses.

Gonzales is hopeful that the Health Centers can find revenue in order to offer other veterans these types of services at a reduced cost.

"It's one of those things that since we've (assisted Suptic), and that we do take a special interest in the veterans, we've seen more opportunities through guys like Michael," he said. "There is a lot of need out there and I think it's really a good special interest project for us to take on. What that looks like moving forward? Time will tell, but I'm definitely not ready to let it go."

While our Health Centers take a special interest in veterans, its doors are always open for anyone from any walk of life who needs health care.

"The message I would send out to people is if they can get down here or if they can get in contact with us, we're going to do everything within our power to help them out, whether it's dentistry, primary care or mental health services," he said. "The issue that we have is getting people to come in the door. But once they're here, we

want to make sure that they know that we're here to help in any way that we can, given the resources we have."

Suptic is glad he made the phone call and came through our doors. His smile has returned, his outlook on life is better, and he's improved his overall physical health thanks to the new dentures.

"People have noticed already," he said. "They say, 'Oh, Mike. You look different.' That's because when I smiled, I would cover my face."

For more information or to make an appointment, call Health Centers at 503-655-8471.





Fighting the stigma of mental health

May is Mental Health Month

One in four people will experience mental health challenges in their lifetime. That means mental health touches virtually every single one of us, be it friends, family or yourself.

It's important to know that having a mental health challenge is part of your whole health package. With the right help, people can and do recover.

Talking about mental health can make people uncomfortable, and misconceptions about mental illness lead to discrimination (even unconsciously) toward people with anxiety, depression, or other ailments.

This is stigma.

People who experience stigma suffer from a loss of self-esteem, self-efficacy and hope. Stigma keeps people from seeking the help they need when they need it.

At Clackamas County, we are working hard to reduce the stigma surrounding mental illness. We strive to create an environment where people feel comfortable talking openly about their mental health and where people can seek help with a sense of hope toward feeling better. To get there, we are committed to educating people about mental illness. We have provided Mental Health First Aid training for all employees in our Health,

Human, and Housing Department, and they carry that knowledge into their daily work.

May is Mental Health Awareness Month. To combat stigma, some of our employees will share their personal mental health stories. Personal stories of hope and recovery are a powerful agent of change. Look for these stories on our YouTube channel at bit.ly/ClackCoYouTube in May.

If you have found yourself with a friend, neighbor, co-worker or student in the middle of a mental health or emotional crisis, would you know how to help? Visit **GetTrainedToHelp.com** and register for our mental health first aid trainings so you can become a first responder to those experiencing depression, suicidal thoughts, or a panic attack. All trainings are open to every county resident.

Keep an eye out for our upcoming events – at bit.ly/ClackCoHope. Help us fight stigma and together we can build a healthier, happier Clackamas County. If you or someone you know is struggling, don't wait. Reach out for help. There is help, there is hope.

National Suicide Prevention Lifeline 1-800-2**7**3-8255 Clackamas County Crisis Line 503-655-8585



Image provided by To Write Love On Her Arms, a nonprofit movement dedicated to presenting hope and finding help for people struggling with depression, addiction, self-injury, and suicide. TWLOHA exists to encourage, inform, inspire, and also to invest directly into treatment and recover. For more information, visit twloha.com.

Keep cool this summer, thanks to Energy Assistance

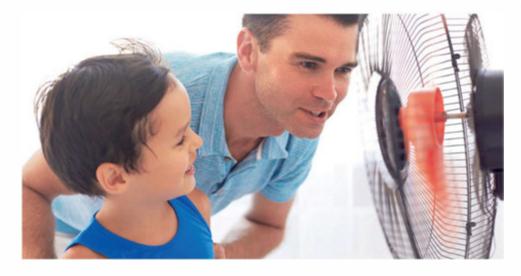
The weather this past winter certainly brought a lot of cold days that resulted in higher-than-usual bills for most households. But what happens when those bills finally need to be paid?

Our Energy Assistance Program can help pay down some of those bills for those who qualify.

With summer quickly approaching, the need to cool down is vital for residents. But just like in the winter months, higher-than-usual bills come in, this time for cooling down homes.

Our program has money available to assist with Portland General Electric (PGE) and NW Natural bills during the summer months.

Sometimes, residents forgo cooling their houses because of the budgetary impact. But when people are exposed to extreme temperatures (that sometimes happen in Oregon summers), health can be compromised, especially if pre-existing chronic conditions are present.



This is what makes access to assistance with power bills so valuable for those in need.

"We're excited about the opportunity to expand our program to provide assistance into the summer," said Energy Assistance Program Supervisor Linda Fisher. "We're hoping this can help county residents with not only their physical health, but by saving them money, too."

You may be eligible for help even if you are current on your bill and make payments every month.

To apply for energy assistance, you must live in Clackamas County and be within the following GROSS (before any taxes and deductions) income guidelines:

| For a household size of: | Income cannot be over: | | |
|----------------------------|------------------------|------------------|--|
| Size of Family Unit | 60% of Median | 60% of Median | |
| | Annual Income | Monthly Income | |
| 1 | \$22,626 | \$1,885.50 | |
| 2 | \$29,587 | \$2,465.58 | |
| 3 | \$36,549 | \$3.045.75 | |
| 4 | \$43.511 | \$3.625.92 | |
| 5 | \$50,473 | \$4,206.08 | |
| 6 | \$57.435 | \$4.786.25 | |
| 7 | \$58.740 | \$4,895.00 | |
| 8 | \$60,045 | \$5.003.75 | |
| 9 | \$61,351 | \$5,112.58 | |
| 10 | \$62,656 | \$5,221.33 | |
| 11 | \$63,961 | \$5,330.08 | |
| 12 | \$65.267 | \$5.438.92 | |
| Each additional person add | \$1,306 annually | \$108.83 monthly | |

Call 503-650-5640 to request an application or appointment.









Clackamas County Master Gardeners presents the 33rd Annual Spring Garden Fair

MAY 6 & 7, 2017

Saturday 9 a.m. to 5 p.m. Sunday 9 a.m. to 4 p.m. Clackamas County Fair and Event Center 694 NE 4th Ave., Canby

The Spring Garden Fair returns once again for the 2017 growing season, bringing together some of the best growers in the region, side by side with local garden artists and specialty vendors. The

two-day event offers plenty of free attractions, making it worth the drive to Canby.

Returning this year:

- The award-winning 10-Minute University team with short, information-packed classes on gardening
- Free pH soil testing
- Ask an O.S.U. Master Gardener

- Garden fair raffle with prizes each hour
- Silent auction featuring new plant introductions
- Great deals on containers and free advice for potting up your new treasures

The event will feature educational displays from local organizations, children's activities, great food and more. The Greater Portland Iris Society will be back again this year with its annual Early Show.

So dust off your little red wagon, and come see us the weekend before Mother's Day at the Clackamas County Event Center!

Summer reading program just around the corner

Starting in June, the Libraries in Clackamas County (LINCC) will offer summer reading programs for children and teens of all ages. Most LINCC libraries also offer summer reading programs for adults!

Last year, more than 18,000 readers signed up for programs. From adult readers to babies being read to, everyone can register to keep track of their reading this summer.

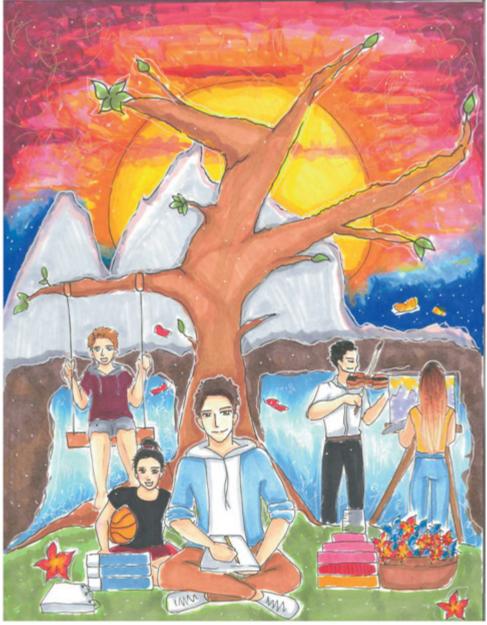
"Summer reading helps children develop positive attitudes about reading and the library in general," said Nick Rhodeside, Youth Services Librarian at the Oak Lodge Library. "Even reluctant readers get drawn in by exciting library events and new discoveries. Summer reading is also essential – it helps prevent summer learning loss and better prepares children for the next school year."

There are great prizes to be had for those who participate! When teenagers or younger children reach their reading goals, they can receive a free book, a Portland Trail Blazers ticket, an Oregon State Fair ticket, and a coupon for Oaks Amusement Park. Adult programs vary by library but also include chances to win great prizes.

The libraries also plan to offer many fun-filled events during the summer, including after-hours teen events, game nights and outdoor concerts. For younger children and families, there are puppet shows, jugglers, reptiles and more.

For more information about summer reading programs and libraries, contact your local library or visit lincc.org. Start dates for summer reading programs will vary.





The winning entry from LINCC's Teen Summer Reading Artwork Contest. This year's winner is West Linn's Lexie Ng, 14, whose entry exemplified the theme of *Build a Better World*.



Trouble understanding others' perspectives? 'Community dialogues' available

Our Resolution Services Department is offering residents the opportunity to share their thoughts, feelings and experiences in community dialogues.

Trained county staff facilitate these guided talks. Participants share perspectives in a safe, supportive environment where they can build understanding with others.

Dialogues can be used to solve a specific problem or to discuss issues more broadly. Each participant is offered multiple opportunities to speak, and may also choose to pass. Participants sit in a circle to share thoughts and feelings.

Recently, successful and well-received dialogues were held internally at the county in the wake of the presidential election, so that employees from different perspectives could process their concerns and understand others' concerns. But many topics exist that are ripe for such a discussion, including:

- Neighbors concerned about local changes
- School officials, parents, teachers, and students grappling with policy changes
- Businesses or organizations deciding on expansion

Essentially, these dialogues can serve a valuable purpose either when there is a dispute or when a group of people want to talk to make sure everyone is heard.

You can request a trained facilitator to come to your school, library, community group, neighborhood or other public location to produce a dialogue for a fee. Please call 503-655-8415, Option 4 to schedule an appointment.

2017 9K FOR K9 WALK

Saturday, July 8

First leg starts at 9 a.m., second leg 10 a.m., third leg 11 a.m. Milwaukie Marketplace on Milwaukie Expressway (between SE Oak and S.E. 37th Ave.)

> \$25 pre-registration fee, \$30 day of event

This event supports and raises funds for the city of Milwaukie Police Kg Program.

Visit www.milwaukiepsf.org for more information and to register for the event.



Volunteers needed for local restorative justice programs

Growing up is not always easy, and sometimes youth learn the hard way. Especially during the teenage years. When a youth commits a crime that harms others, they may find themselves in the Juvenile Justice System.

On the other side, finding yourself the victim of a crime is unsettling and upsetting, and victims may not get the opportunity to discuss the impacts of the crime in the traditional system.

Restorative justice dialogue processes bring together willing participants for an information-sharing conversation that can result in a repairing of harm, meaningful accountability, and an agreement to work toward making things right for all involved. These extra steps help to build safe and resilient communities while keeping youth accountable and connected.

Community efforts like this rely on trained volunteers both as facilitators of these transformative processes and representatives of their communities in the diversion meetings. Youth are referred to a local diversion program when it is determined that they are taking responsibility and will appropriately participate in a face-to-face meeting with members of their own community and/or victim(s) of the crime they committed.

Victims only participate if meeting with the offender can help to address their needs for information, acknowledgement, and to have a more meaningful voice in determining what the youth can do to work toward making things right. Victims are often in the dark about who committed the crime, which can cause fear and anxiety unless they have a chance to have their questions answered. The dialogue or

diversion process allows each person to talk about the incident and the repercussions of it, which can result in questions being answered that allow everyone to experience satisfaction with the justice process and move forward in a positive manner.

If you are interested in being a community representative or training to become a volunteer facilitator, or would like to know more about these programs, please call Matthew Hartman of our Juvenile Department at 503-655-8310.

FIVE-DAY DIALOGUE AND CONFERENCE FACILITATOR TRAINING

April 28, May 5, May 10-12 from 8:30 a.m. to 5 p.m. Oregon City

COMMUNITY REPRESENTATIVE ORIENTATIONS

Specifically for Happy Valley, Damascus, Canby, and Clackamas-area residents for diversion programming in those communities

Community representative orientations
April 24 from 6 p.m. to 8 p.m.

Happy Valley

April 27 from 6 p.m. to 8 p.m. *Canby*

NCPRD, continued from page 1

Under the proposed agreement, NCPRD would receive:

- nearly \$16 million from NCSD capital bond funds
- the 47,000 square foot Concord Elementary School building and its surrounding 6-acre site in Oak Grove
- the former NCSD administration building and site in Milwaukie

The transaction will allow NCPRD to be debt-free for the first time since its inception 26 years ago. This will free up a total of \$1 million per year in funds to be repurposed throughout the district.

The Concord Elementary School has been vacant since its closing in 2014, and is now being considered for a number of potential community uses. The vision for the building and surrounding property will be determined through a public outreach and input process with the goal of creating much-needed indoor community space, neighborhood parks and green space.

Read more information on the strategic partnership at ncprd.com/partner.





Master Gardeners to receive awards

This summer, Portland will host the biennial International Master Gardener Conference.

More than one thousand avid horticulturists and gardeners will attend. Master Gardeners are experts who offer their communities gardening information and education opportunities.

One highlight is the Search for Excellence Awards, which recognize outstanding group projects.

The Clackamas County Master Gardeners will receive one of these prestigious awards for its 10-Minute University program. These presentations

provide science-based information in a quick and efficient format. Topics include Starting Tomatoes from Seeds, Growing Blueberries, and Raised Bed Gardening, just to name a few. Watch sessions online, and download accompanying handouts, at bit.ly/mg10minute.

Congratulations to the Clackamas County Master Gardeners on this achievement. Get more information about the conference (open to the public) at bit.ly/MGconference.

Are you looking to grow your business?

Whether you are CEO of a major corporation, or a small business owner wanting to expand in your community, Clackamas County wants businesses to feel welcome.

Learn more about how our Business Response Team can offer assistance through the process of starting a new business, expanding, or relocating by visiting **clackamas.us/business** or calling 503-742-4249.







Clackamas County selected to receive free training from Georgetown University

One of the greatest challenges in serving at-risk youth is determining how to effectively deal with all of the different programs (e.g., child welfare, education, behavioral health, and juvenile justice) with which they are often engaged. Agencies that have the infrastructure in place to support improvement efforts and collaboration will be positioned to provide better outcomes for youth, families, staff, and the community.

The Clackamas County Juvenile Department took the lead in coordinating a multi-partner application involving 15 agencies at the state and local level who serve youth in Clackamas County and was recently selected as one of seven jurisdictions nationwide to receive free training and technical assistance from Georgetown University's Center for Juvenile Justice Reform. During the seven-month

training, the Clackamas County team will receive guidance in areas such as:

- Assessing leadership strengths and opportunities for improvement
- Understanding the systems change process and how it applies to the goals for improvement
- Developing greater trust, knowledge, and awareness of systems within the county's partnerships
- Achieving a greater understanding of the policies and practices of each partner organization
- Strengthening data and information sharing between partner agencies
- Implementing strengths-based approaches in engaging and empowering youth and families

- Enhancing the coordination of operations between agencies
- Laying the groundwork for both short- and longterm improvement efforts

"Getting selected for this training and technical assistance opportunity is an honor for Clackamas County," said Christina McMahan, Director of the Clackamas County Juvenile Department. "It will help the Juvenile Department and our partners be more effective as we work together to keep communities safe, assist at-risk youth, and support families."

More on the Juvenile Department can be found at bit.ly/ClackCoJuvenile.



Commissioner Humberston, continued from page 3

Health care is another niche industry that we have, and with the Metro Orange Line there are opportunities for spinoff health care businesses in the Milwaukie area that would be tied to the Providence facilities. We should be looking at that to see where we can be helping the city of Milwaukie, and do so.

Why should residents get more involved with county opportunities, like Advisory Boards & Commissions (bit.ly/ClackCoABCs) or Community Planning Organizations (bit.ly/ClackCoCPOs)?

We have approximately 70 advisory boards here in Clackamas County, and they provide us input on everything from local planning to library services to criminal justices services – a wide variety of things that we get information on. There's no way that commissioners can know everything, or do everything. And quite frankly, there's no way that our staff can know everything that is important to every community. This is an avenue, other than just elections, from which different communities needs

can be ascertained. The other thing is, the more information you can get, the better decisions you can make.

What was the first concert you attended?

Well, I'm not a concert kind of guy. I am not a goand-watch kind of person, I am a go-and-do kind of person. I prefer activities rather than looking at things. I can look at beautiful buildings and paintings and things online – we have the entire world's library at our fingertips today. I would rather go kayaking, or ride a bicycle, or go lift weights – go and do something – even getting out into my yard or garden and getting dirt under my fingernails so I don't forget where I came from.

I do collect music though. I've got a couple thousand albums and tapes. My favorite rock and roll song is the Rolling Stones "(I Can't Get No) Satisfaction." I think it's the greatest rock and roll song ever done. I like older rock and roll, I like jazz and blues, I like some classical and tend to like the more romantic classical than technical classical.

DISABILITY SERVICES ADVISORY COUNCIL

The Disability Services Advisory Council of Clackamas County meets every third Tuesday of the month in Oregon City. The Council promotes education and advocacy on state and local issues that impact the physically disabled community, their families and caregivers. At meetings, we have lively discussions of policy concerning the disability issues, plan advocacy strategies, and work to advise the community of changes that may affect them. We honor diversity, meetings are fully accessible, and invite persons from throughout the county to participate in our meetings.

For more information, visit **dsac-cc.org or** call 503-663-5452 or 503-298-3045.



Commissioner Fischer, continued from page 3

What was the first concert you attended?

My first concert was with the Bee Gees when I was in the eighth grade!

What else do you like to do for fun?

Most of my fun activities include hiking in the woods, going to the theater, and enjoying music and other cultural activities. I have three grown children, one grandson and another grandchild on the way.

Family is very important to me and I enjoy celebrating life with the ones that I love.





Donate a phone, fight domestic violence

Did you know that there's an easy way to help fellow community members suffering from domestic violence?

Year round, the Clackamas County District Attorney's Office takes donations of used cell phones, smartphones or BlackBerrys to help victims of domestic violence, elder abuse, and others in need.

The office's Victim Assistance Program supports individuals who have suffered as the result of a crime, or are seeking a means to reach 911.

Cell phones are critical for victims to report incidents or seek immediate help. But abusers track victims through their known phone or have the phone company turn off service. Often, abusers simply break the phone, preventing the victim from calling 911.

Used phones are shipped to the National 911 Cell Phone Bank, where they are electronically wiped clean and refurbished. For each phone sent, the program receives a refurbished phone in return, which they then distribute to victims.

Even without active cell service, cell phones can contact 911. These spare, secret phones are literally a lifeline to victims.

"I put the phone in a baggie and hid it outside, so that the kids and I would always know where it was," states one victim who chooses to remain anonymous.

If you'd like to donate your cell phone, you can drop it off in person or mail it to the following locations:

- Victim Assistance Program
 (707 Main St. #201, Oregon City, 97045)
- District Attorney's Office, Clackamas County Courthouse (807 Main St., Oregon City, 97045)
- A Safe Place Family Justice Center, Attn: VAP (256 Warner Milne Road, Oregon City, 97045)

Phone accessories – such as chargers, headphones and covers – are not needed in donations.

Find out more about the Victim Assistance Program and its critical services at bit.ly/ClackCoVictimAssistance.







Disaster preparedness on the Clackamas River





Disaster preparedness on the Clackamas River

We all need to be ready for emergencies or disasters. But people living in river corridors – especially downstream from dams or other water-retaining structures – should take special precautions against flooding.

If you live near the Clackamas River, have you ever worried about it severely flooding from a weatherrelated event, or because of an earthquake-related dam issue?

It's a serious matter. The dams Portland General Electric (PGE) operates on the Clackamas River meet strict federal safety requirements and are inspected regularly, so a failure is unlikely. But we should all be prepared for potential emergencies.

If, for instance, unforeseen events caused the River Mill Dam (near Estacada) to fail, a flood lasting 1-2 hours would occur in the Clackamas River between the dam and the Willamette River. The flood depths would run from eight to 20 feet above normal river levels, depending on location.

In early March, our Disaster Management
Department teamed up with PGE and other
partner agencies to help inform residents about
what to expect should such an event occur. PGE
owns and operates multiple dams on the river,
which generate power and provide for a variety of
recreational activities.

Open houses were held in Oregon City and Estacada (both cities were partners in this effort). Attendees learned:

- what the river is forecasted to do when the water level rises quickly;
- how the public is notified;
- and how people and their animals will be asked to evacuate,

just to name a few topics. Other event sponsors were Clackamas Fire District No. 1, and Estacada Rural Fire District No. 69.

If you missed the open houses, there's still a lot you can do to get prepared:

Plan ahead: Find out if you are in the Clackamas River flood zone online at bit.ly/ClackCoCMap. Select your address and look under the Environmental & Hazards tab. Check your area to determine the closest high ground and decide the best way to get there in an emergency (by foot, if possible). Remember, roads and bridges may be damaged.

Register for notifications: If a dam fails, PGE will work with us to notify you of the failure using the Clackamas County Emergency Notifications System. The system is automatically programmed with landline phone numbers. You must sign up for alerts by cell phone, voice over internet protocol (VOIP) or email. Register and learn more at bit.ly/ccens. Remember, events that cause dam failure can also damage telecommunications systems and roads. If something gives you immediate cause for concern (earthquake, abnormal river surge), move immediately to higher ground.

Purchase flood insurance:

Visit bit.ly/ClackCoFloodInsurance or call the county's Land Use and Planning Division at 503-742-4500 for more information.

Our Disaster Management Department wants you to be as prepared as possible for any and all major natural or human-caused incidents. Visit clackamas.us/dm for tips on how you can prepare for the unexpected.