

AGENDA

Thursday, April 18, 2013 - 6:00 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-19

I. CALL TO ORDER

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

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

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

1. Board Order No. _____ Approval of Annexation to Clackamas County Service District No. 1 (Sanitary Sewer) - (Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant)
2. First Reading of Ordinance No. _____ Amending Chapter 1.03 (Reserved Powers) of the Clackamas County Code - the Proposed Ordinance Clarifies the County's Ability to Address Public Safety Issues Related to Public Rail Transit (Dan Chandler, County Administration)

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

3. Board Order No. _____ Approving the Mental Health Director's designee to Authorize a Custody Hold Under ORS 426.233 - Behavioral Health

- 4 2. Approval of a Renewal Intergovernmental Agreement with the Oregon Department of consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters – *Social Services*

B. Finance Department

- 5 1. Resolution No. _____ Approving the Submission of the County Assessment Function Funding Assistance (CAFFA) Grant Application for Fiscal Year 2013-2014

C. Elected Officials

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

D. Administration

- 7 1. Resolution No. _____ Approving the Submission of Metro Community Planning and Development Grants

E. Department of Emergency Management

- 8 1. Approval of the Urban Area Security Initiative Local Grant Agreement with the City of Gladstone

F. Business & Community Services

- 9 1. Approval of Timber Sale Contracts for the Dhooghe Timber Sale with Sanders Wood Products, Inc.

VI. DEVELOPMENT AGENCY

- 10 1. Approval of a Contact with Otak, Inc. for Engineering Design, Plans and Construction Management Services for the Bell Avenue Improvement Project - *Purchasing*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

April 18, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval and Board Order Annexing Territory into
Clackamas County Service District No. 1

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Rhett C. Tatum
Assistants

Purpose/Outcomes	Conduct Public Hearing/Adopt Board Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Indefinite
Previous Board Action	None
Contact Person	Chris Storey, Assistant County Counsel Ken Martin, Boundary Change Consultant - 503 222-0955
Contract No.	Not Applicable

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL-0612 is a proposed annexation to Clackamas County Service District No. 1 ("CCSD#1" or "District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting twelve notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved these petitions.

This proposal was initiated by consent petitions of property owners and registered voters. The petitions meet the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective on May 22, 2013 (ORS 198.747 (1) (a) requires delay of the effective date until the day after the May primary election).

The territory to be annexed is located generally in the eastern part of the District mostly within the City of Happy Valley. The territory contains 299.99 acres and is valued at \$16,145,412.

REASON FOR ANNEXATION

The property owners desire annexation to provide sewer service to existing, currently planned or future development.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

A second set of criteria can be found in the Metro Code. To approve a boundary change, the reviewing entity [the County Board] must apply the criteria and consider the factors set forth in Section 3.09 of the Metro Code. To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in the section below.

Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party.¹

LAND USE PLANNING

REGIONAL PLANNING

General Information

This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

Regional Framework Plan

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall " . . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

COUNTY PLANNING

The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

HAPPY VALLEY PLANNING

The area to be annexed is spread across the City with concentrations in Happy Valley's Rock Creek Comprehensive Plan Area and East Happy Valley Plan Area. Plan designations vary from Low Density Residential to Commercial.

FACILITIES AND SERVICES

ORS 195 Agreements. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.

Sewer. The District can provide sewer service to these areas from existing District lines and/or extensions of existing District lines. The District provides surface water management services to the City of Happy Valley and the unincorporated areas. Storm drainage is handled through separate lines and with open ditches and retention areas.

Water. The bulk of the territory to be annexed is within and served by the Sunrise Water Authority. Other areas are served by Clackamas River Water. Clackamas River Water reviewed this proposed annexation and has indicated it has no objections to it relative to the properties that fall within its District.

Police Service. The area receives police service from Clackamas County generally and for areas within Happy Valley from the City which contracts with the Clackamas County Sheriff's Department for an additional level of service.

Fire. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.

Parks and Recreation. The area to be annexed is mostly within the North Clackamas County Parks & Recreation District.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-0612, annexation to Clackamas County Service District No. 1.

Respectfully Submitted,

Chris Storey, County Counsel
Ken Martin, Boundary Change Consultant

In the Matter of Approving
Boundary Change Proposal
No. CL-0612

ORDER NO.

This matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

It further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

It further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

It further appearing that this matter came before the Board for public hearing on April 18, 2013 and that a decision of approval was made on April 18, 2013;

It further appearing that ORS 198.747 (1) (a) requires the delay of the effective date of this boundary change until the day following the May primary election;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL-0612 is approved for the reasons stated in attached Exhibit C and the territory described in Exhibit A and depicted on Exhibit B is annexed to Clackamas County Service District No. 1 as of May 21, 2013.

ADOPTED this 18th day of April, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. The territory to be annexed contains 299.99 acres and is valued at \$16,145,412.
2. The property owners desire annexation to provide sewer service to existing, currently planned or future development.
3. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

A second set of criteria can be found in the Metro Code. To approve a boundary change, the reviewing entity [the County Board] must apply the criteria and consider the factors set forth in Section 3.09 of the Metro Code. To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in Findings 5 & 6 below.

Staff examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall ". . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the Clackamas County Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
6. The area to be annexed is spread across the City of Happy Valley with concentrations in the City's Rock Creek Comprehensive Plan Area and East Happy Valley Plan Area. Plan designations vary from Low Density Residential to Commercial.

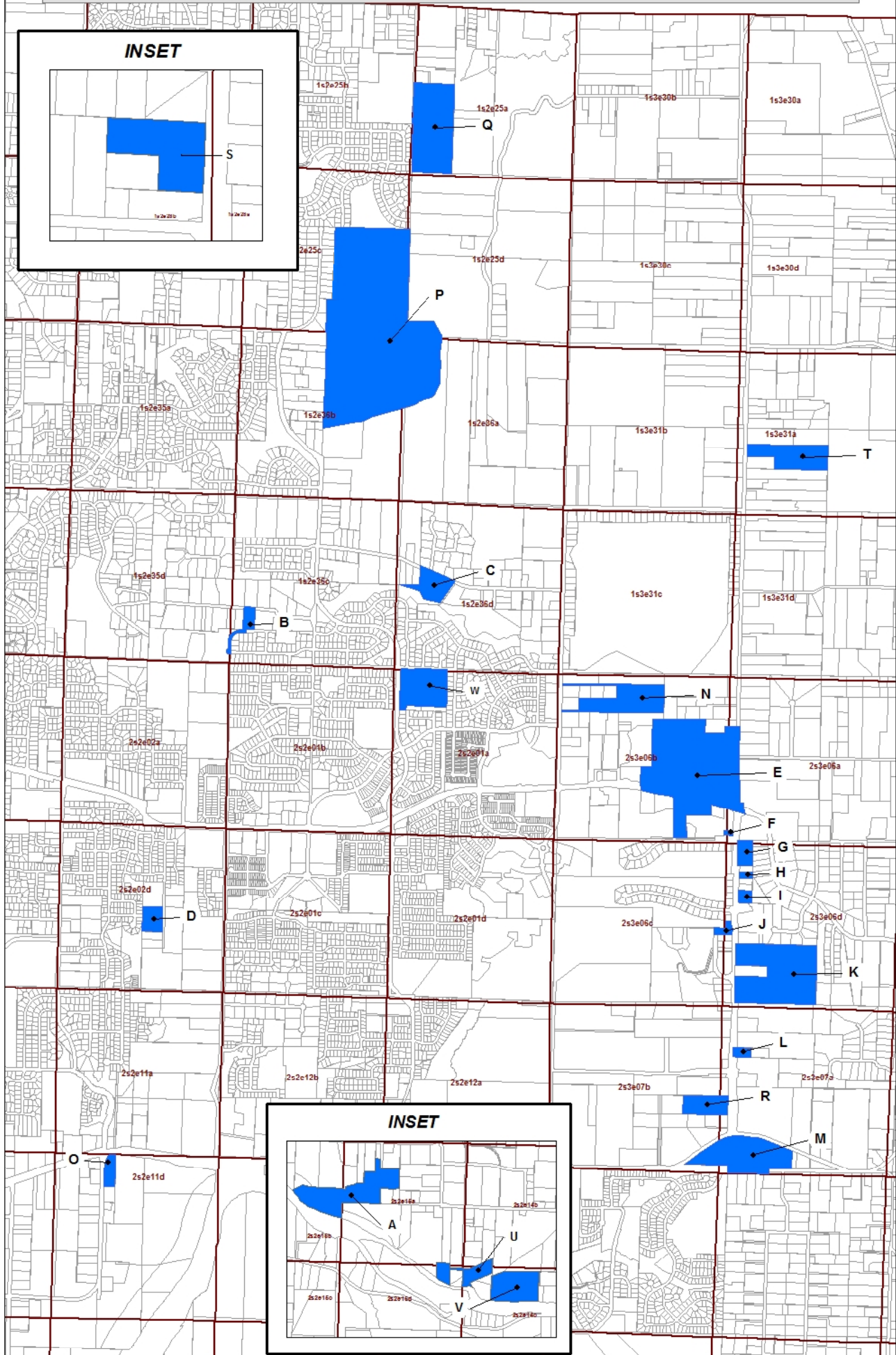
7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
8. The District can provide sewer service to these areas from existing District lines and/or extensions of existing District lines. The District provides surface water management services to the City of Happy Valley and the unincorporated areas. Storm drainage is handled through separate lines and with open ditches and retention areas.
9. The bulk of the territory to be annexed is within and served by the Sunrise Water Authority. Other areas are served by Clackamas River Water. Clackamas River Water reviewed this proposed annexation and has indicated it has no objections to it relative to the properties that fall within its District.
10. The area receives police service from Clackamas County generally and for areas within Happy Valley from the City which contracts with the Clackamas County Sheriff's Department for an additional level of service.
11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
12. The area to be annexed is mostly within the North Clackamas County Service District for Parks & Recreation.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County's Comprehensive Plan and Happy Valley's Comprehensive Plan) and concludes this proposal complies with them. All other urban services necessary for development are available. The Board notes that the District and the City of Happy Valley have an agreement calling for the District to provide service inside the City and that the City has specifically endorsed this annexation.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has services available to all of the areas to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

CCSD#1 Annexation CL-0612 - Exhibit "B"





2

OFFICE OF THE COUNTY ADMINISTRATOR

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

April 18, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**First Reading of an Ordinance amending Chapter 1.03 (Reserved Powers)
of the Clackamas County Code**

Purpose/Outcome	Clarification of County Code regarding use of County resources for Public Rail Transit.
Dollar Amount and Fiscal Impact	This ordinance is revenue-neutral, as it does not mandate or authorize any new activity.
Funding Source	N/A
Safety Impact	The proposed ordinance clarifies the County's ability to address public safety issues related to public rail transit.
Duration	N/A
Previous Board Action/Review	A Public Study was held March 19, 2013. A Public Listening Post was held in the Fall of 2012.
Contact Person	Dan Chandler, Strategic Policy Administrator, 503-742-5394
Contract No.	N/A

BACKGROUND

Attached is a proposed Ordinance amending Chapter 1.03 of the Clackamas County code.

Measure 3-401 was passed by County voters in September, 2012. The operative provision of Measure 3-401 reads as follows:

The Board of County Commissioners may not authorize the use of county resources for the financing, design, construction or operation of any public rail transit system without first obtaining the approval of county voters at an election on an authorization ordinance.

Clackamas County Code § 1.03.010

Most Ballot Measures or initiatives require additional legislation or administrative rules to clarify or implement them. We are proposing an ordinance to clarify what is meant by the terms "financing, design, construction or operation."

The proposed ordinance is intended to be consistent with Measure 3-401, but will provide some clarity to staff and the community regarding issues of public safety, the ability to look out for the County's interests in state and regional discussions, and the ability for staff to continue to perform activities required by state law, including engineering review, survey work and permit processing.

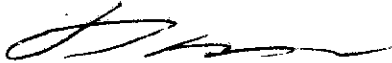
There a number of activities undertaken by Clackamas County that might be construed to involve the design or operation of Public Rail Transit. However, in most cases the activities are mandated by state law, and do not involve the use of County resources for the design or operation of rail transit. Public safety issues are an example, as are normal staff activities such as processing permits or engineering review to assure crossing safety.

Other County activities may involve attendance at meetings where public rail transit is discussed at a planning level. An example would be attending to keep the County informed as to high speed passenger rail plans. The proposed ordinance assures that no County resources would be committed to financing, design, construction or operation at such meetings.

Recommendation:

Staff recommends the Board of County Commissioners read the proposed Ordinance by title only and hold a second reading on May 2, 2013.

Respectfully Submitted:



Dan Chandler, Strategic Policy Administrator

ORDINANCE NO. _____

An Ordinance Amending Chapter 1.03, Reserved Powers, of the Clackamas County Code

WHEREAS, the voters of Clackamas County approved the language currently contained in Chapter 1.03, Reserved Powers at the September 18, 2012 election; and

WHEREAS, the current language needs clarification; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 1.03, Reserved Powers, of the Clackamas County Code is hereby amended by adding Section 1.03.020 to read as follows:

1.03.020 Use of County Resources

Nothing in this chapter shall preclude the use of County resources for the following:

- A. Any activity directly related to emergency response, law enforcement or public safety.
- B. Attendance at or participation in state or regional bodies or groups where public rail transit issues are discussed or deliberated, provided no commitments of County resources are made for financing, design, operation or construction of public rail transit.
- C. The discussion or incorporation of public rail transit elements where required as an element of a local land use plan or transportation system plan, provided no commitments of County resources are made for financing, design, operation or construction of public rail transit.
- D. Staff time and resources used for processing permits, engineering review, survey work, code enforcement or other staff activities related to public rail transit, where such activities are required by law or fall within the normal course of staff responsibilities, including the presentation of items for consideration by the Board of Commissioners.
- E. Activities related to the preparation, consideration or presentation of an authorizing ordinance under this Chapter.

ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

April 18, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Mental Health Director's
Designee to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Behavioral Health Division of the Health, Housing and Human Services Department requests the Board approve the Designation of Flortasha Pullom, RN with Telecare Inc. and Laura Milner, Psy. D with CCBH, by the Clackamas County Behavioral Health Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective April 18, 2013 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division - 742-5833
Contract No.	N/A

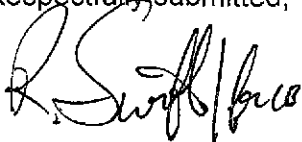
BACKGROUND:

Under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Flortasha Pullom, RN with Telecare Inc. and Laura Milner, Psy. D with CCBH as additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker, Director

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

In the Matter of the Designation of
Flortasha Pullom, RN with Telecare Inc.
and Laura Milner, Psy. D with CCBH as
Mental Health Director Designee to
Direct Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Flortasha Pullom, RN with Telecare Inc. and Laura Milner, Psy. D with CCBH as additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Flortasha Pullom, RN with Telecare Inc. and Laura Milner, Psy. D with CCBH, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

April 18, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Renewal Intergovernmental Agreement with the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters

Purpose/Outcomes	To support the activities of the Volunteer Connection's SHIBA Program in providing information, counseling and assistance to seniors and other Medicare recipients on health insurance matters.
Dollar Amount and Fiscal Impact	Total amount of the agreement is \$16,000. The agreement is funded through the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) Program.
Funding Source	Funds are budgeted in the State Revenues grant stream for fiscal year 2013-2014 and the SHIBA Program to cover this agreement. There are no Matching Funds nor County General Funds involved.
Safety Impact	None
Duration	Effective April 1, and terminates on March 31, 2014
Previous Board Action	The original agreement was approved by the Board of County Commissioners on May 31, 2012 - agenda item 053112-A9
Contact Person	Brenda Durbin, Director – Social Services Division – 503-655-8641
Contract No.	

BACKGROUND:

The Volunteer Connection program of Clackamas County Social Services has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to their Medicare and other health insurance. The program provides education through the fraud hotline and at large group presentations. In addition, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events. Information presented has included preventing Medicare fraud, identity theft and do-not-call registration. These services are invaluable to our senior and disabled citizens and provide a much-needed resource for our most vulnerable populations.

This agreement was received from the state office on April 2, 2013. The original agreement was reviewed and approved by County Counsel on April 19, 2011.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

This agreement is between **Clackamas County Health, Housing & Human Services Department, Social Services Division** (hereinafter referred to as Subgrantee) and the **Senior Health Insurance Benefits Assistance (SHIBA) Program of the Department of Consumer and Business Services** (hereinafter referred to as SHIBA) for the local implementation and delivery of the federal State Health Insurance Assistance Program (SHIP) grant (CFDA 93.779). The Subgrantee will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals information, counseling and assistance on health insurance matters. This Agreement is 100% funded with Federal funds. The Contract Administrators of this Agreement are:

SHIBA	Clackamas County Health, Housing & Human Services Department, Social Services Division, Volunteer Connection
Contract Administrator: Lisa Emerson Title: SHIBA Program Manager State of Oregon, Department of Consumer and Business Services, SHIBA 350 Winter Street SE P.O. Box 14480 Salem, OR 97309-0405 Phone: 503-947-7087 Fax: 503-947-7092 Email: lisa.emerson@state.or.us	Contract Administrator: Galina Burley Title: Volunteer Connection Program Manager 2051 Kaen Rd. Oregon City, OR 97045 Direct: 503-655-8862 Fax: 503-650-5722 Email: gburley@co.clackamas.or.us FEIN: 93-6002286

I. PURPOSE:

The State Health Insurance Assistance Program (SHIP) grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. This federal grant from the Centers for Medicare & Medicaid Services (CMS) helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although States have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each State program must encompass particular activities.

Objectives:

1. Subgrantee will provide personalized counseling to an increasing number and diversity of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.
2. Subgrantee will conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase

understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.

3. Subgrantee will increase and enhance beneficiary access to a counselor work force that is trained, certified and fully equipped and proficient in providing the full range of services including enrollment assistance in appropriate benefit plans, and continued enrollment assistance in prescription drug coverage.
4. Subgrantee will participate in CMS education and communication activities, as required by SHIBA, to assure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to provide CMS with information about the support and resources that SHIPs need to provide accurate and reliable counseling services.

II. TERM OF AGREEMENT

This Agreement shall become effective on the date at which every party has signed this Agreement. This Agreement shall expire on **March 31, 2014** unless amended, terminated early in accordance with section VI, or if funds are no longer available.

III. STATEMENT OF WORK

The Subgrantee shall:

1. Provide counseling and assistance to Medicare eligible individuals in need of health insurance information including:
 - a. Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
 - b. Policy comparison information for Medicare supplemental policies (as described in section 1882(g)(1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
 - c. Information regarding long-term care insurance.
 - d. Information regarding Medicaid programs, including Medicare Savings Programs.
 - e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
 - f. Information regarding all Medicare health insurance coverage options.
2. Conduct outreach programs to provide health insurance information, counseling and assistance to eligible individuals, including an emphasis on reaching vulnerable, isolated and non-English speaking seniors. In achieving these efforts, the Subgrantee shall:
 - a. Provide counseling to a greater number of individual beneficiaries unable to access other channels of information or needing and preferring locally-based individual counseling services.

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

- b. Create more counseling resources and locations that are locally accessible to low-income, dual eligible, and hard-to reach beneficiaries, including rural communities.
 - c. Increase targeted outreach in order to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
 - d. Provide educational materials as necessary to assist in achieving these standards.
3. Develop systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal problems).
4. Assure full accessibility of SHIBA services to all categories of Medicare eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIBA services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
5. Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, counseling and assistance program.
6. Request, as necessary, federal Unique Identifiers for staff and volunteers through state SHIBA office. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
7. Assure that local SHIBA staff and volunteers have no conflict of interest in providing health insurance information, counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information.
8. Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).
9. Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
10. Recruit and screen the staff and volunteer workforce for the program. As such, the Subgrantee shall:
 - a. Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials.

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

- b. At minimum, annually host one two day New Volunteer Training with the appropriate amenities, e.g. water, coffee, tea and or juice and light snack. Contact SHIBA Program Manager if supplemental funding is needed to meet this requirement. Federal funds are not to be used to pay for food or beverage unless reimbursed as meal per diem through qualifying travel status.
 - c. Ensure completion of the volunteer application form, federal fingerprint-based criminal background check and confidentiality/non-conflict of interest forms for all volunteers.
 - d. Ensure that all volunteers who provide one-to-one counseling and education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
 - e. Ensure that all volunteers have satisfactorily completed their certification and notify the state SHIBA office upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and 10 hours of job-shadowed counseling sessions).
 - f. Implement quality assurance protocols within the program.
 - g. Provide up-to-date resources, information, and training libraries (either in paper or electronic) to local volunteers.
 - h. Facilitate bi-monthly volunteer support meetings.
 - i. Create and support full local volunteer access to Internet-based information, training materials, counseling, and enrollment tools as necessary.
 - j. Train volunteers on the use of Internet-based counseling, SHIBA program tools, and Internet-based enrollment tools.
 - k. Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
 - l. Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
 - m. Be responsible for the actions of the volunteers.
11. Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and speaking at public gatherings to promote SHIBA.
 12. Sponsor at least one recognition event annually for SHIBA volunteers at a minimal cost.
 13. Increase SHIBA participation in CMS education activities. The Subgrantee shall:
 - a. Ensure SHIBA Coordinator and Volunteers access to training materials through registration on www.shiptalk.org.
 - b. Ensure that the SHIBA Coordinator sends local event information and outreach activities to the state SHIBA office for posting to the state SHIBA website calendar of events.
 - c. Ensure contact information for the Subgrantee on www.shiptalk.org is accurate and current.

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

14. Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).
15. The Subgrantee shall make available to SHIBA copies of all publications, intake forms, training materials, systems, items developed and samples of any forms used by the Subgrantee to provide these services. The Subgrantee agrees to grant the Federal Government, the Centers for Medicare and Medicaid Services (CMS), royalty-free, non-exclusive and irrevocable rights to reproduce, publish or otherwise use, and authorize others to use the items.
16. All SHIBA materials published by the Subgrantee shall include the acknowledgement that "This publication has been created or produced by Subgrantee (official name) with financial assistance, in whole or in part, through a grant from the Centers for Medicare and Medicaid Services, the Federal Medicare agency." The Subgrantee shall use the SHIP logo and tagline on grant related publications. The Subgrantee shall also state that "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the HHS and SHIBA."
17. Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.
18. Develop a local program work plan collaboratively with State SHIBA office staff to at minimum meet the performance benchmarks for the eight (8) National SHIP Performance Measures provided by CMS. The performance measure period is July 1 through June 30 of each year. Individual Subgrantee and statewide performance reports will be provided annually by the SHIBA Program Manager.
19. The Subgrantee shall establish the capability to send and receive e-mail and to access and download Internet published information in the provision of SHIBA services.
20. State SHIBA will monitor and assess programmatic records, reports and activities under this Agreement and a work plan will be developed to determine the effectiveness and efficiency of service delivery. State SHIBA and CMS or the appropriate designee shall have ready access to all reports and records relating to this Agreement, subject to the maintenance of client confidentiality required by all governing entities.
21. The Subgrantee is required to notify the SHIBA Program Manager of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for Unique IDs issued.
22. Enter the following into Shiptalk National Performance Report (NPR), located on the web at <https://shipnpr.shiptalk.org/Default.aspx> , on a monthly basis and no later than

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

the following quarterly due dates: July 31 (Apr./May/June) October 31 (July/Aug./Sept.) January 31 (Oct./Nov./Dec.) April 30 (Jan./Feb./Mar.).

- a. Data for all Client Contacts
 - b. Data for all Public and Media Activities
23. Provide Resource Report data to the state SHIBA office by April 30 of each grant year for incorporation into the state's Annual Resource Report required by CMS. A Microsoft Excel template will be provided to Subgrantee by the state SHIBA office prior to reporting due date.
 24. Provide the SHIP Director or Designee information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
 25. Provide information for input into the SHIP Grant Mid-term Report by September 15 of each year. Report form will be provided by the SHIP Director. The Mid-term progress report covers the period of April 1 through August 31 of each grant year.
 26. The Subgrantee will assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
 27. All records pertaining to the SHIP grant including NPR data shall be retained as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
 28. Financial reports shall be required in accordance with State and Federal grant policies and procedures.

IV. CONSIDERATION AND USE OF FUNDS:

- a. SHIBA agrees to pay the Subgrantee **\$8,000** on a semi-annual reimbursement basis for providing local SHIBA counseling services for **Clackamas County** and for the performing the duties and responsibilities outlined under this Agreement. **\$16,000** is the not to exceed amount under this agreement. This payment shall be the sole monetary obligation of SHIBA, and the obligation to pay is limited by the provisions of Section VII, Termination. Payment of all federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Subgrantee.
- b. Subgrantee will not submit invoices for, and SHIBA will not pay any amount in excess of the maximum compensation amount set forth above. SHIBA will make interim payments to the Subgrantee following the review and approval of invoices submitted by Subgrantee.
- c. The Subgrantee agrees to submit final invoice for work completed under this Agreement not later than 30 days after expiration date of this Agreement.
- d. All invoices shall be submitted to:

SHIBA

Attn: Lisa Emerson
350 Winter ST. NE, Rm. 330
Salem, Oregon 97301

- e. All invoices shall itemize and explain all expenses for which reimbursement is claimed.
- f. Payment of all invoices is subject to the approval of SHIBA.
SHIBA certifies that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the SHIBA's current appropriation or limitation.
- g. SHIBA must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement #HHS-2012-CMS-CONT-SHIP. If SHIBA uses these funds for any purpose other than those awarded, then SHIBA may be required by to return the funds to the United States Treasury. Therefore, Subgrantee shall not use any amount of funds SHIBA pays to Subgrantee under this Agreement in a manner that could trigger the SHIBA's obligation to return the funds.

V. TRAVEL AND OTHER EXPENSES

SHIBA shall allow for travel expense reimbursement under this agreement up to \$500.

VI. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

VII. TERMINATION

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

VIII. NON-PERFORMANCE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

IX. ALTERNATIVE DISPUTE RESOLUTION

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

X. INSURANCE

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Subgrantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Subgrantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Subgrantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Subgrantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Subgrantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Subgrantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subgrantee on the

one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Subgrantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

XI. Subgrantees

Subgrantee shall take all reasonable steps to cause its subgrantee(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of the subgrantees, officers, agents, employees ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Subgrantee from and against any and all Claims.

XII. Subgrantee Insurance Requirements

Subgrantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under agreement between Subgrantee and (the "contractor"), and ii) maintain the insurance in full force throughout the duration of the agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Subgrantee shall not authorize contractors to begin work under the agreement until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee shall incorporate appropriate provisions in the agreements permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the agreements as permitted by the agreements, or pursuing legal action to enforce the insurance requirements. In no event shall Subgrantee permit a contractor to work under a agreement when the Subgrantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Subgrantee directly enters into an agreement.

XIII. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

XIV. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS

Subgrantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Subgrantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time. Unless exempt, Subgrantee shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Subgrantee, or to the Services or deliverables, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

a. Audits

Subgrantee shall comply and, if applicable, cause subcontractors or subgrantees to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The SHIBA reserves the right to audit, at the SHIBA's expense, all records pertinent to this Agreement.

b. Miscellaneous Federal Provisions

Subgrantee shall comply and cause all subcontractors or subgrantees to comply with all federal laws, regulations, and executive orders applicable to the Agreement. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated:

1. Age Discrimination Act of 1975,
2. Civil Rights Act of 1964 (Title VI),
3. Controlled Substances; Education Amendment of 1972 (Title IX),
4. Public Health Security and Bioterrorism Preparedness and Response Act, Rehabilitation Act of 1973 (Section 504),
5. USA PATRIOT Act,
6. Americans with Disabilities Act of 1990,
7. Clean Air, Clean Water, EPA Regulations,
8. Energy Efficiency,
9. Truth in Lobbying,
10. Resource Conservation and Recovery,
11. Debarment and Suspension,

12. Pro-Children Act,
13. 15 CRF Part 14 , and
14. Office of Management and Budget (OMB) Circulars A-110 and A-122
15. Trafficking in Persons

XV. PARTNERSHIP

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

XVI. NO WAIVER OF CLAIMS

The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this Agreement.

XVII. CONFIDENTIAL INFORMATION

Subgrantee shall comply with ORS 646A and require subcontractors or subgrantees to comply with the information security requirements imposed under this section. "Information Asset" means all confidential information in any form (e.g., written, verbal, oral or electronic) which SHIBA determines requires security measures, including confidential information created by SHIBA, gathered for SHIBA, or stored by SHIBA for external parties.

All requirements imposed on Subgrantee under this section 5 shall also apply to its officers, employees, agents and subcontractors that have access to any SHIBA information computer system or other SHIBA Information Asset, and Subgrantee shall include these requirements in any subcontract that may provide such access by a subcontractor, its officers, employees or agents to any SHIBA computer system or other SHIBA Information Asset. Subgrantee shall:

Cooperate with SHIBA in identifying Information Assets that will be utilized in the performance of Services or for the delivery of Goods and applicable security measures that will be undertaken to protect the Information Assets, and provide updated information to SHIBA within fourteen (14) calendar days of the date such information changes for any reason;

Implement security measures that reasonably and appropriately provide administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of the Information Assets that it creates, receives, maintains or transmits on behalf of SHIBA. Subgrantee security measures must be documented in writing and be available for review by SHIBA upon request. SHIBA's review of the reasonableness of security measures, as well as Subgrantee's compliance with SHIBA's assigned access control or security requirements, will take into account Subgrantee's physical, administrative, and technical capabilities related to security measures and the potential risk of unauthorized use or disclosure of Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Prevent any unauthorized access to or disclosure of SHIBA's information systems and information assets;

Take necessary actions to comply with SHIBA's determinations of the level of access that may be granted, as well as changes in level of access, or suspension or termination of access as determined by SHIBA;

Keep any SHIBA-assigned access control requirements such as identification of authorized user(s) and access-control information in a secure location until access is terminated; monitor and securely maintain access by Subgrantee and its agents or subcontractors in accordance with security requirements or access controls assigned by SHIBA; and make available to SHIBA, upon request, all information about Subgrantee's use or application of SHIBA access-controlled computer systems or Information Assets.

Report to SHIBA any privacy or security incidents by Contractor, its officers, employees, agents or subcontractors that compromise, damage, or cause a loss of protection to SHIBA Information Assets. Subgrantee shall report in the following manner.

Report to SHIBA in writing within five (5) business days of the date on which Subgrantee becomes aware of such incident; and

Provide SHIBA the results of the incident assessment findings and resolution strategies.

Subgrantee shall comply with SHIBA requests for corrective action concerning a privacy or security incident, and with laws requiring mitigation of harm caused by the unauthorized use or disclosure of confidential information, if any.

If SHIBA determines that Subgrantee's security measures or actions required under section 5.A are inadequate to address the security requirements of SHIBA, SHIBA will notify Subgrantee. SHIBA and Subgrantee may meet to discuss appropriate security measures or action. If security measures or corrective actions acceptable to SHIBA cannot be agreed upon, SHIBA may take such actions as it determines appropriate under the circumstances. Actions may include but are not limited to restricting access to computer systems or Information Assets, or SHIBA amending or terminating the Contract.

SHIBA may request additional information from Subgrantee related to security measures, and may change, suspend or terminate access to or use of a SHIBA computer system or Information Assets by Subgrantee, its officers, employees, agents or subcontractors.

Wrongful use of SHIBA computer systems, wrongful use or disclosure of Information Assets by Subgrantee, officers, its employees, agents or its subcontractors may cause the immediate suspension or revocation of any access granted through this Agreement, in the sole discretion of SHIBA. SHIBA may also pursue any other legal remedies provided under the law.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and superseded any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully

SHIBA SUBGRANTEE AGREEMENT

Agreement # SHIBA1314-3

expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

XIX. SIGNATURES

The undersigned hereby accepts the SHIP subgrant and agrees to comply with the foregoing Agreement and with all applicable state and federal laws, regulations and policies relating to the grant.

Clackamas County Health, Housing & Human Services Department, Social Services Division

Authorized Representative/designee Date

Department of Consumer and Business Services, SHIBA

Authorized Representative/designee Date



5

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

April 18, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**A Resolution Approving the Submission of
The Assessor's CAFFA Grant Application for FY 2013-2014**

Purpose/Outcome	This resolution is an annual requirement to accompany the application for a grant from the State of Oregon Department of Revenue to the Clackamas County Assessor's Office.
Dollar Amount and Fiscal Impact	The grant provides approximately 22% of the revenue for the Assessor's Office.
Funding Source	The State of Oregon
Safety Impact	None
Duration	Effective July 1, 2013 to June 30, 2014
Previous Board Action/Review	None
Contact Person	Bob Vroman, County Assessor 503-655-8302 Jian Zhang, Finance Department 503-742-5434
Contract No.	None

BACKGROUND:

County Assessment Function Funding Assistance (CAFFA) is a grant from the State of Oregon to the Clackamas County Assessor's Office. The grant provides approximately 22% of the revenue for the Assessor's Office. All documents required to be included in the grant application are attached. They include a summary of expense, two staffing reports, two work activity forms, two narrative reports of staff changes and Grant Application Resolution.

The application and accompanying documents must be received in Salem by May 1, 2013, and this material has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of Commissioners approve this resolution, so that this grant application may be submitted to the state.

Respectfully submitted,

Diane D. Padilla
Budget Manager

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

In the matter of Approving
the Submission of a Grant
Document to the Oregon
Department of Revenue



Resolution No.

Clackamas County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant, and

WHEREAS, this state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Clackamas County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. The County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation, and

WHEREAS, Clackamas County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$7,619,070, the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance, and

WHEREAS, Clackamas County designates Marc S. Gonzales, Director of Finance, phone number (503)742-5405, as the County contact person for this grant document, and

WHEREAS, The Board finds it would be in the best interest of Clackamas County to adopt this resolution and submit the attached grant documents to the Oregon Department of Revenue.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve that this application be approved and the grant documents be submitted to the Oregon Department of Revenue.

Dated this 18th day of April, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



Form 1 Grant Application Staffing

2013-14

	COLUMN 1 Approved FTE Current Year (2012-13)	COLUMN 2 Budgeted FTE Coming Year (2013-14)	COLUMN 3 Change (Column 2 less Column 1)
County <u>Clackamas</u>			
A. Assessment Administration			
Assessor, Deputy, etc.	2.00	2.00	0.00
Assmt. Support Staff, Deed Clerks, & Data Entry Staff	17.50	17.50	0.00
Total Assessment Administration	19.50	19.50	0.00
B. Valuation-Appraisal Staff			
Chief Appraisers/Appraiser Supervisor	2.00	2.00	0.00
Lead Appraisers	5.00	5.00	0.00
Residential Appraisers	4.50	4.50	0.00
Commercial/Industrial Appraisers	3.75	3.75	0.00
Farm/Forest/Rural Appraisers	3.00	3.00	0.00
Manufactured Structure/Floating Structure Appraisers	1.00	1.00	0.00
Personal Property Appraisers	0.50	0.50	0.00
Personal Property Clerks	2.00	2.00	0.00
Sales Data Analyst	2.00	2.00	0.00
Data Gatherers & Appraisal Techs	0.00	0.00	0.00
Total Valuation-Appraisal Staff	23.75	23.75	0.00
C. Clerk/BOPTA Staff			
	1.00	1.00	0.00
D. Tax Collection & Distribution Administration			
Administration, Deputy, etc.	1.00	1.00	0.00
Support & Collection Staff	6.75	6.75	0.00
Tax Distribution	1.00	1.00	0.00
Foreclosure & Garnishment	0.75	0.75	0.00
Total Tax Collection & Distribution Staff	9.50	9.50	0.00
E. Cartography & GIS Administration			
Cartographic/GIS Supervisor	0.00	0.00	0.00
Lead Cartographer	1.00	1.00	0.00
Cartographers	4.50	4.50	0.00
GIS Specialist	2.00	2.00	0.00
Total Cartographic & GIS Staff	7.50	7.50	0.00
F. A&T Data Processing Staff			
	2.00	2.00	0.00
G. Total A&T Staffing (the sum of A-F above)			
	63.25	63.25	0.00

County Clackamas

In this section, explain any difference between approved staffing for the current year and staffing for the budgeted year. Explain why any funded positions were unfilled for the current year. Use this form to describe the intended use of nonpermanent workers (temporary help, project temporaries, and contractors) by A&T function, along with their cost. Note any special or unique aspects regarding who accomplishes the work and how they accomplish it related to Forms 4, 5, and 6. For example, if you use staff to perform personal property functions, other than reported on Form 1, Section B, note that here and include the FTE.

We continue to hire a contract Commercial/Industrial Appraiser to handle major appeals and value more complex properties. His time is equivalent to .75 FTE and we budgeted \$70,000 for the 13-14 year. This is included on Form 1, Section B, Commercial/Industrial Appraisers.

Vacancies continue to be filled but there is always a lag time due to the recruitment process.

Temporary help is budgeted at \$50,000 and is used in the following ways; support for personal property processing, documents scanning, appraisal data entry, and entering diagrams and photos into the appraisal system.

GIS/ORMAP: We continue to provide support and resources to progress toward ORMAP goals. Additional in kind support for the GIS data creating part of the ORMAP project includes:

- a) \$150,000 for the Assessor's office for plat and deed research, tax map conversion, annotations
- b) \$35,000 from the County General Fund to supplement the ORMAP funding contract work
- c) \$5,000 from the County Surveyor's office for control points
- d) \$73,000 from the County Technical Services Department for project management, quality control, data input and survey and deed research

Form 4

7. Other Valuation - Appraiser Activity: 1.0 FTE is attributed to appraisal time directed to Proval CAMA system upgrade testing and development, neighborhood boundary maintenance, factor book maintenance and outlier analysis.



Form 3 General Comments

2013-14

County Clackamas

Use this form to describe any issue in your budget that needs further clarification. Examples would be significant changes on Form 7, purchase of a new data processing system, salary increases, new car purchases, personal services costs for mapping, etc. You may also use this form to document any miscellaneous comments.

Our business process continues to focus support to the appraisal staff. Our appraisers primarily complete field work, make and review value decisions, and assist the public on valuation issues. Economic and real estate market conditions have resulted in higher levels of appeals of BOPTA and the Magistrate Division. Conditions are improving and while appeal levels remain at a higher level we are starting to see a decline. Significant resources remain directed toward appeal management. The increased complexity of appeals and the property under appeal continue to require increased participation by County Counsel for representation for Magistrate, Regular Division Tax Court, and Supreme Court cases. The lower level of sales activity continues to require additional appraisal resources to verify sales, research listings and field inspect property to support appeals, general data analysis and the ratio study.

Real Estate sales activity, new construction, and other exception events are increasing. We continue to update and enhance our automated appraisal database for assigning and tracking appraisal work. We are utilizing the future record cards capability in our CAMA system which allows us to process new construction on our residential accounts year round. Analysis of areas and neighborhood maintenance continue as an ongoing process and we will be finalizing new or modifying some of our existing market areas for the 2013-2014 year. All of our EFU properties under special assessment are identified and the process of reviewing them has begun. This process will include field inspections as required to ensure their use supports qualification for the program. We plan to utilize CoStar capabilities to assist us in identifying and classifying all apartments in the County. We will use the data to populate our CAMA system with the long term goal of being able to recalculate this type of property on an annual basis. We are also participating in a collaborative project with Multnomah and Washington County to build a database of regional commercial and industrial sales.

Capturing historical appraisal, assessment and tax data electronically is an ongoing project. This allows more effective information access to assessment & taxation staff, other county departments and agencies, and the public while reducing the need for physical storage and minimizing the use of paper copies.



Form 4 Valuation-Appraisal Resources

2013-14

County <u>Clackamas</u>	Number of Accounts by Activity		Number of FTE by Activity	
	Actual 2012-13	Estimated 2013-14	Actual 2012-13	Estimated 2013-14
Activities				
1. Real Property Exceptions, Special Assessments, and Exemptions				
New Construction	3,222	3,383	4.00	4.00
Zone Changes	56	100	0.25	0.25
Subdivisions, Segregations, Consolidations	1,623	1,500	1.75	1.75
Omitted Properties	82	84	0.25	0.25
Special Assessment Qualification and Disqualification	280	300	2.00	2.00
Exemptions	180	200	0.50	0.50
Subtotal	5,443	5,567	8.75	8.75
2. Appeals and Assessor Review				
Assessor Review and Stipulations	133	130	0.50	0.50
BOPTA	1,010	1,000	3.75	3.75
Department of Revenue	9	10	0.25	0.25
Magistrate Division—Tax Court	71	75	1.75	1.75
Regular Division—Tax Court	13	15	0.25	0.25
Subtotal	1,236	1,230	6.50	6.50
3. Real Property Valuation				
Physical Reappraisal	200	600	0.75	0.75
Recalculation only—no appraisal review	160,557	160,510	2.25	2.25
Subtotal	160,757	161,110	3.00	3.00
4. Business Personal Property (returns mailed)	11,081	9,750	2.00	2.00
5. Ratio			2.00	2.00
6. Continuing Education			0.50	0.50
7. Other Valuation—Appraisal Activity			1.00	1.00
8. Total Valuation—Appraisal Staff (FTE)			23.75	23.75



Form 5 Tax Collection/Distribution Work Activity

2013-14

County Clackamas

**Number of Accounts
by Activity**

Actual 2012-13	Estimated 2013-14
-------------------	----------------------

1. Number of accounts requiring roll corrections		
Business Personal Property	238	245
Personal Property Manufactured Structures	36	37
Real Property	2,090	2,160
2. Number of accounts requiring a refund		
Business Personal Property	136	140
Personal Property Manufactured Structures	70	72
Real Property	3,937	1,855
3. Number of delinquent tax notices sent		
Business Personal Property	988	1,000
Personal Property Manufactured Structures	2,811	2,600
Real Property	9,300	9,000
4. Number of foreclosure accounts processed		
Real Property only	828	750
5. Number of accounts issued redemption notices		
Real Property only	69	100
6. Number of warrants	884	1,200
7. Number of garnishments	0	0
8. Number of seizures	0	0
9. Number of bankruptcies	1,097	1,000
10. Number of accounts with an address change processed	10,053	9,500
11. How many second trimester statements do you mail?	24,800	
12. How many third trimester statements do you mail?	24,000	
13. Does the county contract for lock box service?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
14. Does the county use in-house remittance processing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. If tax collector is combined with another county function, please describe that function.		
Assessment and Taxation is combined under the Assessor.		



Form 6
Assessment and Administrative
Support and Cartography
Work Activity

2013-14

County Clackamas

Assessment and Administrative Support
Work Activity

	<u>Numbers by Activity</u>	
	<u>Actual</u> 2012-13	<u>Estimated</u> 2013-14
1. Number of Deeds Worked	<u>14,900</u>	<u>16,030</u>

Cartography Work Activity

	<u>Numbers by Activity</u>	
	<u>Actual</u> 2012-13	<u>Estimated</u> 2013-14
1. Number of new tax lots	<u>600</u>	<u>650</u>
2. Number of lot line adjustments	<u>95</u>	<u>105</u>
3. Number of consolidations	<u>250</u>	<u>250</u>
4. Number of new maps	<u>8</u>	<u>8</u>
5. Number of tax code boundary changes	<u>3,136</u>	<u>5,150</u>



Form 7 Summary of Expenses

2013-14

County Clackamas

Current Operating Expenses	A. Assessment Administration	B. Valuation	C. BOPTA	D. Tax Collection & Distribution	E. Cartography*	F. A&T Data Processing	TOTALS
1. Personal Services	\$1,526,130	\$2,204,188	\$58,605	\$813,841	\$617,671	\$264,748	\$5,485,183
2. Materials & Services	\$434,591	\$694,180	\$30,453	\$226,544	\$189,349	\$177,957	\$1,753,074
3. Transportation	\$0	\$18,000	\$0	\$0	\$0	\$0	\$18,000
4. Total Current Operating Expenses (Total Direct Expenses)	\$1,960,721	\$2,916,368	\$89,058	\$1,040,385	\$807,020	\$442,705	\$7,256,257

* Include ORMAP-approved grant funding

Indirect Expenses

5. Total Direct Expenses (line 4)	\$7,256,257
6. If you use the 5 percent method to calculate your indirect expenses, enter .05 in this box.	0.05000
Total Indirect Expenses (line 5 x line 6).....	\$362,813
6A. If you use a percent amount approved by a federal granting agency to calculate your indirect expenses, enter that percentage in this box	0.00000
Total Indirect Expenses (line 6A x the direct expense amount for the category/categories that your certificate allows)	\$0
7. Total Indirect Expenses	\$362,813

Capital Outlay

Capital Outlay	Assessment Administration	Valuation	BOPTA	Tax Collection & Distribution	Cartography	A&T Data Processing	Total Capital Outlay Without Regard to Limitation
8. Enter the actual capital outlay without regard to limitation.	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Total direct and indirect expenses (line 4 + line 7).....							\$7,619,070
10. Direct and indirect expenses x 0.06							\$457,144
11. The greater of line 10 or \$50,000							\$457,144
12. Capital outlay (the lesser of line 8 or line 11).....							\$0
13. Total expenditures for CAFFA consideration (line 4 + line 7 + line 12).....							\$7,619,070

Grant Application Resolution

Clackamas County is applying to the Department of Revenue in order to participate in the Assessment and Taxation grant.

This state grant provides funding for counties to help them come into compliance or remain in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Clackamas County has undertaken a self-assessment of its compliance with the laws and rules that govern the Oregon property tax system. County is generally in compliance with ORS 308.232, 308.234, Chapters 309, 310, 311, 312, and other laws requiring equity and uniformity in the system of property taxation.

Clackamas County agrees to appropriate the budgeted dollars based on 100 percent of the expenditures certified in the grant application in the amount of \$7,619,070 the total expenditure amount for consideration in the grant. If 100 percent is not appropriated, no grant shall be made to the county for the quarter in which the county is out of compliance.

County designates:

<u>Marc Gonzales</u>	<u>(503) 742-5405</u>	<u>marcg@co.clackamas.or.us</u>
Name	Telephone	E-mail Address

as the county contact person for this grant application.

Signature of Chairperson or Judge of Governing Body

Date Signed



April 18, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution Approving Submission of
Metro Community Planning and Development Grants

Purpose/Outcome	Approval of submission of grant applications for Metro CET grants (Community Planning and Development Grants.)
Dollar Amount and Fiscal Impact	Each of the proposed grants contains a County match. However, there will be no new staff hires, or expenditures not contemplated in current budgeting.
Funding Source	County match will come from existing funding sources and staffing.
Safety Impact	N/A
Duration	N/A
Previous Board Action/Review	Study Session - April 9, 2013 Planning Meeting – April 3, 2013
Contact Person	Dan Chandler, Strategic Policy Administrator, 503-742-5394
Contract No.	N/A

BACKGROUND

Clackamas County is pursuing three grant applications under Metro’s Community Planning and Development Grant program. The grant program is funded by a Construction Excise Tax imposed on certain building permits within the Metro boundary.

The County is seeking grant funds for the following three projects:

- a. Clackamas Regional Center Performance Measures and MMA Project.
- b. Clackamas County Strategically Significant Employment Lands Project.
- c. Multi-Use Development in Corridors

The County previously submitted Letters of Intent to Metro for each project.

The applications will be reviewed by a screening committee comprised of representatives with expertise in development and infrastructure financing. The screening committee will make recommendations to the Metro Chief Operating Officer, who will in turn make recommendations to the Metro Council. Metro anticipates decisions on the applications will be made in June, 2013.

Recommendation:

Staff recommends approval of the proposed Resolution attached hereto.

Respectfully Submitted:

Dan Chandler, Strategic Policy Administrator

A Resolution Authorizing County
Applications for Community Planning
And Development Grants

Resolution No.

Whereas, Clackamas County is applying for Community Planning and Development Grants from Metro for three County projects; and

Whereas, the Board of County Commissioners has approved the proposed applications, including the budget and proposed County match for each.

Now therefore, be it resolved:

1. The Board of Commissioners authorizes County staff to pursue the following grant applications, and approves the budget and County match set forth in the application materials for each:
 - a. Clackamas Regional Center Performance Measures and MMA Project.
 - b. Clackamas County Strategically Significant Employment Lands Project.
 - c. Multi-Use Development in Corridors

ADOPTED this 18th day of April, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



8

NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

April 18, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of FY10 and FY11 Urban Area Security Initiative (UASI)
Local Grant Agreement (LGA) with the City of Gladstone**

Purpose/Outcomes	Approving the FY10 and FY11 LGAs between Clackamas County and the City of Gladstone allows the City of Gladstone to receive and/or benefit from UASI grant funds that pass through Clackamas County.
Dollar Amount and Fiscal Impact	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the LGAs, the City of Gladstone Fire Department will be eligible to receive a \$9,130 thermal imaging camera for use in fire operations.
Funding Source	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
Safety Impact	The City of Gladstone will be able to enhance their first responder equipment capability with funds from this grant.
Duration	The FY10 UASI grant award period is from February 15, 2011 through June 30, 2013. The FY11 UASI grant award period is from March 1, 2012 through May 31, 2014.
Previous Board Action	The FY11 UASI LGA was reviewed by the Board of County Commissioners in a study session on January 29, 2013. Formal approval of the document was made during the February 7, 2013 business meeting – agenda item 020713-C1.
Contact Person	Sarah Stegmuller Eckman, Administrative Services Manager, 503-650-3381
Contract No.	N/A

BACKGROUND:

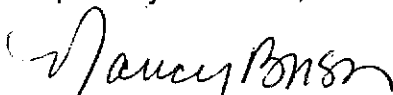
Clackamas County is a signatory to an Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY10 and FY11 UASI LGAs with the City of Gladstone will allow the City to receive a \$9,130 thermal imaging camera, as well as to be eligible to benefit from any future FY10 and/or FY11 UASI funding opportunities.

The agreements have been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the FY10 and FY11 UASI LGAs between Clackamas County and the City of Gladstone.

Respectfully submitted,


Nancy Bush, Director

**URBAN AREA SECURITY INITIATIVE (UASI)
LOCAL GRANT AGREEMENT**

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon ("County") and the City of Barlow, the City of Canby, the City of Damascus, the City of Estacada, the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Lake Oswego, the City of Milwaukie, the City of Molalla, the City of Oregon City, the City of Rivergrove, the City of Sandy, the City of West Linn, the City of Wilsonville, Boring Fire District, Canby Fire District #62, Clackamas Fire District #1, Colton Fire District #70, Estacada Rural Fire District #69, Hoodland Fire District #74, Molalla Rural Fire Protection District #73, Sandy Fire District #72, Boring Water District, Clackamas River Water and Sunrise Water District ("Sub-recipient") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Sub-recipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$7,178,800 in Fiscal Year 2010 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #10-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM) (referred to as Portland Office of Emergency Management (POEM) in all other referenced documents, currently named PBEM), as sub grantee, for Fiscal Year 2010 in the amount of \$6,874,736, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #10-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 10-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, upon acceptance and signature of this Local Government Agreement, the sub-recipient becomes eligible to receive UASI FY2010 funding.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the City of Portland to manage those activities.

2. **The Sub-recipient agrees:**

a) That it has read the award conditions and certifications for UASI Grant #10-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.

b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the City of Portland are as described in the approved grant budget documents, which the Sub-recipient has seen.
 - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland.
 - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
 - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient until proper disposition takes place. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
 - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the City of Portland.
- s) To provide the City of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the City of Portland and in the form required by the City of Portland.
 - i. Performance Reports are due to PBEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

- ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
- iii. Per UASI Grant #10-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #10-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
<http://www.gsa.gov/portal/category/21287>.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on December 31, 2012 unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the City of Portland, and the City of Portland's UASI grant agreement with the County.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or inability to comply with the

provisions of the grant or the Agreement, the Sub-recipient will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-recipient, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
 - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Sub-recipient, its officers, employees, and agents in the performance of this Agreement.
 - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the Sub-recipient from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.

11. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or 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 persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-10 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

County program liaison for this Agreement is:

Nancy Bush, Director
Clackamas County Department of Emergency Management
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665

Sub-recipient liaison for this Agreement is: CITY MANAGER
Name: ^{FIRE DEPARTMENT} JEFFREY SMITH / PIETE BOYCE
Jurisdiction/District: CITY OF GLADSTONE
Address: 525 PORTLAND AVE. GLADSTONE OR 97027
Phone: 503-557-2774

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political subdivision of the State of Oregon

SUB-RECIPIENT

By: _____

By: [Signature]

Date: _____, 2013

Authorized Signature
CITY MANAGER
For: City of Gladstone
Sub-recipient

Approved as to form
By: David W. Anderson
County Counsel

Date: 3.20, 2012 ~~2013~~

Date: April 8, 2013

Approved as to form
By: [Signature]
Attorney

Date: 3/20, 2012 ~~13~~



9 COPY
GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

April 18, 2013

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Timber Sale Contracts for the Dhooghe
Timber Sale with Sanders Wood Products, Inc.

Purpose/Outcomes	Sanders Wood Products Inc. contracts for the Dhooghe timber sale with Business and Community Services County Forest division.
Dollar Amount and Fiscal Impact	Total estimated revenue of \$435,682.76 to be recognized in the County Parks and Forest Trust fund in FY 12/13 and FY 13/14.
Funding Source	No county funds are required for these contracts. Funds for reforestation of these sales will come from the County Parks & Forest Trust fund in FY13/14.
Safety Impact	Harvest is to be done on county-owned forest lands. Loggers will use industry safety practices to complete the work. County staff will monitor work daily.
Duration	Contract expires November 30, 2013
Previous Board Action	BCC Study Session on July 24, 2012 directed Forest staff to proceed with an accelerated harvest plan in order to complete an early defeasement of the Stone Creek Golf course debt, resulting in an approximate savings of \$1 million in bond interest, and additionally will return an increase in net operating revenue from the golf course to County Parks.
Contact Person	Dan Green, County Forester (503) 742-4425
Contract No.	05-13

BACKGROUND:

On July 24, 2012, the Board of County Commissioners directed Clackamas County Forest staff to proceed with an accelerated harvest plan in order to pay off debt on the Stone Creek Golf course. The first three sales of the accelerated harvest plan have been sold. The next two sales (Elwood and Dhooghe) were prepared, have gone through the technical review and public involvement process, and have been advertised for bid.

The public involvement process included a tour of the timber sale properties, followed by a public comment period, and finished with a public meeting of the Timber Sale Advisory Committee (TSAC) to review the sales and receive any additional comment. No objections to the sales were received from the public prior to or at the meeting, and the TSAC voted unanimously to approve the sales.

The high bidder for the Dhooghe timber sale is Sanders Wood Products Inc., a company with a sawmill in Molalla, OR known as RSG. Sanders Wood Products, Inc. representatives have signed the required contracts, made all required payments, and County Counsel has approved the contracts as to form.

RECOMMENDATION:

Staff recommends Board approval of the Dhooghe timber sale contract.

Respectfully submitted,

Gary Barth, Director

COPY

DHOOGHE TIMBER SALE CONTRACT

Timber Sale Contract No 05-13

This contract, made and entered into triplicate this _____ day of _____, 2013 by and between **CLACKAMAS COUNTY**, hereinafter called "COUNTY," and Sanders Wood Products Inc, hereinafter called "PURCHASER," which parties do hereby agree as follows:

Section 1. Sale of Timber. Under the terms and conditions of this contract, COUNTY sells to PURCHASER, and PURCHASER buys from COUNTY, that timber designated and described in Section 40, which timber for all purposes of this contract is hereinafter referred to as "timber." The location of designated timber is shown on Exhibit A. PURCHASER shall pay COUNTY the "purchase price for timber" set forth in Section 45. The purchase price shall be paid to COUNTY in accordance with the payment schedule in Section 43.

This is a sale of timber from "Public lands" as defined in ORS 526.801(5) and may not be exported. The Forest Resources Conservation Amendments Act of 1993 authorizes Oregon and other western States to prohibit the export of unprocessed timber from public lands. PURCHASER must comply with the provisions of the federal act, ORS 526.801-526.831, and Clackamas County Board of County Commissioners Board Order number 92-484 in disposing of COUNTY timber from this sale.

Section 2. Quality and Quantity of Timber. COUNTY makes no guarantee or warranty to PURCHASER as to the quality or quantity of the timber. PURCHASER shall be liable to COUNTY for the total purchase price even if the quantity or quality of timber actually cut, removed, or designated for taking is more or less than that estimated by COUNTY.

Further, COUNTY makes no representation, warranty, or guarantee of the accuracy of any information either provided by COUNTY or made available by COUNTY under the Public Records Law with respect to this contract. PURCHASER agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the timber sale area and Purchaser's computation of its bid for this contract. The Contractor agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

THIS CONTRACT, AND ALL EXHIBITS AND ATTACHMENTS INCORPORATED HEREIN, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY, UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PURCHASER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SHE/HIS HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CLACKAMAS COUNTY
By its Board of County Commissioners

John Ludlow, Chair

PURCHASER
Sanders Wood Products Inc.

By *[Signature]*
President

Recording Secretary

Attest: _____

Date

Approval as to Form
COUNTY COUNSEL,



COUNTY COUNSEL

3/26/13

Date

Section 3. Definition of Terms.

Purchaser's Authorized Representatives means the representatives authorized by PURCHASER to receive any notice or instructions from the COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under the contract. Purchaser's Authorized Representatives are identified in the Operations Plan.

Contract means the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms, and conditions, Exhibits, Operations Plan, change notices, if any, the accepted bid, and the purchase order or price agreement document.

Operations means all the activities conducted by PURCHASER under this contract, including project work, logging, or post harvest activities; or the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire contract. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

Areas of Operations means the locations where PURCHASER performs the operations described in the contract.

Operations Plan means the document by which PURCHASER notifies COUNTY of the plans and schedule for completing the operations described in the contract. It also contains the names of the subcontractors, Purchaser's Authorized Representatives, and County's Authorized Representatives.

Permit means any permit required by a federal, county, or local government agency before operations under this contract may lawfully begin or continue. Permit includes an incidental take permit under the federal Endangered Species Act.

Project Location means the points or areas designated as such on Exhibit A and located on the ground by reference to points, stations, natural land features, improvements, or area boundary signs.

COUNTY means any duly Authorized Representative of Clackamas County. The Clackamas County Forester, and any designated sale inspector are duly Authorized Representatives of Clackamas County for all purposes associated with this Contract.

Timber Sale Area means the area or areas designated as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, improvements, or sale boundary signs.

Section 4. Examination of Locations and Conditions. It is understood that PURCHASER, before signing this contract, has made a careful examination of all plans and specifications set forth in this contract; that PURCHASER has obtained full information as to the quality and quantity of materials and the character of the work required; and that PURCHASER has made a careful examination of the timber sale area and the location and conditions of work, including sources of supply for materials. COUNTY, in no case, will be responsible for any loss or cost that may be suffered by PURCHASER as a result of Purchaser's failure to be so informed.

Section 5. Title to Timber. During the period of this contract, and any extension, PURCHASER shall have the right to cut and remove the timber. That right shall automatically cease if PURCHASER defaults on the terms of this Contract in any way.

The ownership of and title to the timber shall pass to PURCHASER as the timber is paid for from the timber sale area. Any right of PURCHASER to cut and remove the timber shall expire and end at the time this contract, or any extension, terminates. All rights and interests of PURCHASER in and to the timber and logs remaining on the timber sale area shall, at that time, automatically revert to and revest in COUNTY, without compensation to PURCHASER.

Section 6. Purchase Price, Bond, and Time of the Essence. PURCHASER shall supply the performance bond, insurance, first payment, and fully executed contract to COUNTY within 30 days of the date of sale award. Failure to present the required documents within 30 days may be grounds for bid rejection. PURCHASER shall not commence work on the timber sale area until written notification has been received from COUNTY that the above requirements have been met.

- (a) Purchase price for timber: See Section 44
- (b) Performance bond: **\$ 20% OF BID PRICE**
- (c) Completion date of contract: **NOVEMBER 30, 2013**

Time is of the essence in this contract. PURCHASER shall complete and fully perform this contract within the time specified in this section, unless extended in accordance with Section 26. PURCHASER may be required to perform uncompleted contractual obligations at a time later than stated above or in Section 26. Notification of these obligations and their completion date will be made in writing by COUNTY.

Section 7. Assignment of Contract. PURCHASER agrees not to assign, transfer, convey, or otherwise dispose of this contract, or any portion thereof, or the right, title, interest, or the power of PURCHASER to execute or perform this contract, to any other person, firm, or corporation, without the previous written consent of COUNTY. Should the contract assignment be approved, it shall be in total, with no rights being retained by original PURCHASER, regardless of any assignment or delegation. COUNTY shall retain Purchaser's performance bond, and PURCHASER shall remain liable for claims as provided in Sections 9, 13, 14, and 15 of this contract.

Section 8. Subletting of Contract. It is understood and agreed that if all or any part of the logging operations or work to be done under this contract is subcontracted, such subcontracting done by PURCHASER shall in no way relieve PURCHASER of any responsibility under this contract. PURCHASER shall notify COUNTY in writing of the names and addresses of each subcontractor, prior to the commencement of any contract work by the subcontractor.

Section 9. Indemnity and Hold Harmless. PURCHASER shall indemnify, defend and hold harmless the COUNTY, the COUNTY Commissioners, their officers, agents, employees, and members, from all claims, suits, or actions of any nature resulting from or arising out of the acts or omissions of PURCHASER or its subcontractors, agents, or employees under this contract and all applicable laws and regulations. PURCHASER shall indemnify, and hold COUNTY harmless against any liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age Benefits, including FICA, or tax withholding laws, or any penalties, fines, fees, repair obligations or other costs, including attorney's fees, arising from or related to PURCHASER's failure to adhere to all applicable laws and regulations.

Section 10. Severability. If any provision of this contract is declared by a court 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 provision held to be invalid.

Section 11. Waiver. Failure of COUNTY to enforce any provision of this contract shall not constitute a waiver or relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

Section 12. Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the STATE of Oregon, as interpreted by the Oregon courts. Any litigation arising out of this contract shall be conducted in the courts of the STATE of Oregon.

Section 13. This section is intentionally left blank.

BONDING AND INSURANCE

Section 14. Performance Bond. PURCHASER shall furnish COUNTY with a performance bond which shall guarantee complete compliance by PURCHASER with the terms and conditions of this contract and the faithful performance of all required obligations. Bonds may be in the form of surety bonds, cash deposits, assignments of surety, irrevocable letters of credit, or other securities determined acceptable by COUNTY. Surety bonds must be written by a surety company authorized to do business in the STATE of Oregon.

Performance bonds, other than surety bonds, will be retained by COUNTY for a period of 120 days after all work has been accepted by COUNTY. Bonds will be released after 120 days, provided no claims are pending. Surety bonds will be released after all work is accepted by COUNTY. The surety company will be liable for any claim filed within the 120 day period.

Section 15. Payment Bond. PURCHASER may furnish an acceptable surety payment bond, blanket payment bond, or cash to COUNTY as guarantee for payment for timber. The bonds or cash shall be in an amount at least equal to the value of timber estimated to be removed during one-month plus 15 day billing period. In any event, the amount shall not be less than one installment payment as specified in Section 43. Under a payment bond, PURCHASER may then remove timber for a 30-day period, after which time, payment becomes due and owing. PURCHASER shall make cash payment within 15 days following the end of the monthly period. Upon payment for timber removed in the monthly period, the payment guarantee may be applied as a guarantee for a subsequent period.

A blanket payment bond shall be in an amount at least equal to the value of timber estimated to be removed from all contracts covered by the blanket payment bond during a one-month plus 15-day billing period. COUNTY may, at Purchaser's request, allocate the amount of such bond to the covered sales. PURCHASER shall obtain and furnish COUNTY with written consent of surety on forms provided by COUNTY for coverage of any contracts to which the blanket payment bond may apply.

In no event shall PURCHASER remove timber with a value greater than the amount of the payment guarantee.

Section 16. Insurance. PURCHASER shall secure, at Purchaser's expense, and keep in effect during the term of this contract, the following insurance coverage, in a policy or policies issued by an insurance company or companies authorized to do business in the STATE of Oregon. The issuing company or companies shall indicate on the insurance certificates that COUNTY will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy.

The coverage shall be as follows:

- (a) Commercial General Liability Insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence with no more than \$5,000 deductible, with a contractual liability to include all contracts involving the work to be performed under this contract.
- (b) Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
- (c) Loggers Broad Form coverage in an amount not less than \$2,000,000 with no more than \$5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of PURCHASER, employees, contractors, and others working or acting for PURCHASER.
- (d) Worker's Compensation insurance as statutory required for persons performing work under the contract.
- (e) The insurance policy or policies required under this section, excluding Loggers Broad Form, shall name the COUNTY of CLACKAMAS, the COUNTY Commissioners, their officers, agents, employees, and members as additional insured.
- (f) As evidence of the insurance coverage required by this contract, PURCHASER shall furnish a certificate or certificates of insurance including all of the foregoing coverage to COUNTY.
- (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 Agreement, unless this requirement is expressly modified or waived by the County.

LAWS AND REGULATIONS

Section 17. Payments, Contributions, and Liens. Under the provisions of ORS 279B.220 PURCHASER shall:

- (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

- (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the COUNTY, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Section 18. Permits, Licenses, and Safety. PURCHASER shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and the lawful prosecution of the work. In the performance of the work to be done under this contract, PURCHASER shall use every reasonable and practicable means to avoid damage to property and injury to persons. The responsibility of PURCHASER STATED herein shall cease upon the work being accepted as complete by COUNTY.

Section 19. Workers' Compensation Insurance. PURCHASER shall perform the work to be done under this contract in accordance with the requirements of the Workers' Compensation Law of the STATE of Oregon during the term of this contract. In addition, the PURCHASER, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and 656.029, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage.

Section 20. Medical Care. PURCHASER shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such PURCHASER, of all sums which PURCHASER agrees to pay for such services and all moneys and sums which PURCHASER collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 21. Labor Laws and Prevailing Wages. Insofar as applicable to the work to be done under this contract, PURCHASER shall pay prevailing wages and comply with all STATE and federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS Chapter 279B, which relates to wage rates to be paid on public works. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, except in cases of contracts for personal services as defined in ORS 279A.055. The employee shall be paid at least time and one-half pay:

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

Section 22. Laws, Regulations, and Orders. PURCHASER shall at all times observe and comply with all federal and state laws, and lawful regulations issued hereunder, and local bylaws, ordinances, and regulations, which in any manner affect the activities of PURCHASER under this contract. PURCHASER shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of PURCHASER. If any act of PURCHASER results in the violation of any such law, PURCHASER shall be responsible for remedying the violation as follows: by paying any and all fines, penalties, or citations; by immediately stopping any act, or, when such violation is caused by failure to act, by immediately acting in a compliant manner; and by returning the COUNTY's property to a status that is fully compliant with all applicable laws.

PURCHASER's duty to comply with all laws expressly includes, but is not limited to, Federal laws dealing with environmental issues such as the Clean Water Act, the Clean Air Act, the Endangered Species Act, the Federal Land Policy and Management Act, National Environmental Policy Act and Oregon laws applicable to the subject matter of this contract including the rules and regulations of the Oregon Forest Practices Act, Oregon STATE Board of Health, and the Environmental Quality Commission relating to the protection of soil, air, and water resources.

MATERIALS AND IMPROVEMENTS

Section 23. Materials from COUNTY Property. PURCHASER shall not take, sell, use, remove, or otherwise dispose of any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries, or other property owned by or held by COUNTY, unless authorized by this contract or written consent of COUNTY.

Section 24. Materials and Improvements. Title to materials, improvements, and other property required of PURCHASER by this contract, shall vest in and become the property of the COUNTY at the time such are furnished by PURCHASER and accepted by the COUNTY. Only materials, improvements, and property free and clear of liens, claims, and encumbrances shall be furnished by PURCHASER.

All existing improvements located on COUNTY land, and any improvements placed on COUNTY land by PURCHASER which become the property of the COUNTY, including roads, shall be safeguarded by PURCHASER, and if injured or damaged by PURCHASER or by contractors of PURCHASER, shall be repaired as soon as possible under existing conditions by PURCHASER, without cost to the COUNTY.

Section 25. Removal of Equipment and Materials. Upon completion of the requirements of this contract, PURCHASER shall promptly remove from the timber sale area and work location, and other property owned or controlled by COUNTY, all equipment, materials, and other property PURCHASER has placed or caused to be placed thereon that is not to become the property of COUNTY. It is agreed that any such equipment, materials, and other property that are not removed, shall become the property of COUNTY and may be used or otherwise disposed of by COUNTY without notice or obligation to PURCHASER or to any party to whom PURCHASER may transfer title. Nothing in this section shall be construed as relieving PURCHASER from an obligation to clean up and to burn, remove, or dispose of debris, waste materials, and such, in accordance with the provisions of this contract. To the extent COUNTY experiences any costs from the cleanup or removal of any property left on the work site, PURCHASER shall be responsible for such costs and shall promptly pay COUNTY after receipt of an invoice for the same.

EXTENSIONS, MODIFICATIONS, AND DEFAULT

Section 26. Causes Beyond Control. In the event PURCHASER is prevented by a cause or causes beyond reasonable control of PURCHASER from performing any obligation of this contract, such nonperformance shall not be deemed to be a breach of this contract such as to render PURCHASER liable in damages

therefore or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, PURCHASER shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control," is defined as any one or more of the following causes affecting operations of PURCHASER: fire or other casualties and accidents not caused by PURCHASER or their agents or employees; strikes, riots, and civil commotions unrelated to PURCHASER; war and acts of public enemies; storms, floods, and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of PURCHASER.

Section 27. Extension of Time. An extension of time for performance of this contract may be made by COUNTY only upon written request from PURCHASER, and with the written consent of an extension of the security by the surety of PURCHASER. In addition to the cause or causes beyond the reasonable control of PURCHASER specified in Section 26, the extension under this section may be granted because of purchaser's participation in priority salvage operations on other COUNTY lands which did not exist prior to the date of this contract.

If none of the above conditions apply, COUNTY may, at its option, grant an extension of time when it is in the best interests of COUNTY. Market conditions shall not be considered a reason for extension under this section.

A written request must be received by COUNTY not later than 30 days prior to the expiration date of this contract, unless the cause for delay in performance occurred within the 30 days prior to the expiration of the contract; in which event, written application must be made prior to the expiration date. The written request for extension shall state the date to which the extension is desired, the area of the sale to be extended, and the reason(s) why the extension is necessary.

COUNTY will make the final determination as to whether the reasons given for nonperformance by PURCHASER shall be grounds for an extension. If COUNTY accepts the reason(s) for extension, COUNTY may grant an extension of time, not to exceed one year, subject to one or more of the following conditions:

- (a) COUNTY may require payment at the time of the extension of the full amount of the unpaid balance of the purchase price. In the case of scale or recovery sales, such payment will be an advance deposit, based on remaining volume, as estimated by COUNTY.
- (b) In lieu of full payment, if PURCHASER is not otherwise in arrears in required payments, COUNTY may grant additional time for payment of the unpaid balance. Such granting of additional time for payment shall require PURCHASER to make installment payments based on timber removal as required by Section 43 of the contract, and pay an interest charge on all payments received after the original expiration date.
- (c) COUNTY may require completion of certain requirements of the contract, such as fire trail construction, snag felling, slash preparation work on logged portions of the sale area, and road construction or maintenance.
- (d) Payment of an extension fee as determined by COUNTY. Such fee will be based upon the loss of production, extra reforestation costs, brush control costs, slash disposal costs, or other costs which may be caused by the extension. The extension fee will not be less than \$250.

- (e) COUNTY may waive requirement for full payment, or payment of interest charge on unpaid balance, when, in the opinion of COUNTY, extenuating circumstances warrant such waiver or the extension is of benefit to COUNTY.

Section 28. Contract Modifications. COUNTY reserves the right to make, at any time during the contract, such modifications as are necessary or desirable; provided such modifications shall not change the character of the work to be done nor increase the cost, unless such work or cost increase is approved in writing by PURCHASER. Any modifications so made shall be in writing and shall not invalidate this contract nor release PURCHASER of obligations under the performance bond. PURCHASER agrees to do the modified work as if it had been a part of the original contract.

Section 29. Adjustment of Contract. Notwithstanding any other provisions of this contract, COUNTY may, pursuant to Oregon law, make adjustments in the contract when major catastrophes materially affect the volume and value of timber, or work to be done under the contract. Examples of major catastrophes can be windstorms, floods, fire, or other acts of God, which are beyond the control of PURCHASER and in no way connected with negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors. Market conditions will not be considered a reason for contract adjustments. Such adjustments may be made to place the parties in their original status under the contract insofar as possible; provided, however, that any loss or cost to PURCHASER is in no way recoverable from third parties by PURCHASER and that PURCHASER make written application to COUNTY within 30 days after discovery of the damage done by the catastrophe.

If, prior to acceptance of project work, a catastrophe (as defined above) caused by a single event results in additional work for PURCHASER involving an additional estimated cost of more than:

- (a) \$500 for sales less than one-half million board feet;
- (b) \$1.00 per thousand (1000) board feet for sales of one-half million to three million board feet; or
- (c) \$3,000 for sales over three (3) million board feet, COUNTY may adjust the contract and become responsible for any additional estimated cost which exceeds the above amount. Adjustments by COUNTY will be based on advertised volumes and may be accomplished by adjusting stumpage prices or payment of such cost to PURCHASER or by performing its share of the necessary work. The estimated cost of additional work shall be calculated by COUNTY.

Section 30. Violations, Suspensions, and Cancellation. If PURCHASER violates any of the provisions of this contract, COUNTY may, after giving written notice, suspend any further operations of PURCHASER under this contract, except those operations necessary to remedy any violations.

If PURCHASER fails to remedy any violations of this contract within 10 days after receipt of the suspension notice given under this section, COUNTY may, by written notice, cancel this contract and take appropriate action to recover all damages and expenses suffered by COUNTY by reason of such violations, including application of any advance payments and any performance bonds toward payment of such damages.

If PURCHASER cuts or removes any of the timber under this contract during any period of suspension, or if PURCHASER cuts any of the timber after the expiration of the time for cutting or the cancellation of this contract, such cutting or removal shall be considered a willful trespass and render PURCHASER liable for treble damages in accordance with applicable Oregon law.

COUNTY shall have the authority to suspend the activities of PURCHASER and contractors of PURCHASER, wholly or in part, under this contract for such period or periods necessary due to changes in applicable law, fire hazard conditions or other severe weather occurrence.

Section 31. Settlement for T & E Species. In the event COUNTY or any other regulatory agency or body determines this contract may jeopardize the continued existence of a species presently, or subsequently, listed as threatened or endangered pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1536, 1538-1540), or ORS 496.172 to 496.192, COUNTY may terminate this contract in whole or in part.

In the event of termination or partial termination, PURCHASER agrees that its sole and exclusive remedy shall be the sum of:

- (a) The value of any project work completed but not yet credited through amortization;
- (b) The estimated expenditures for felling, bucking, lopping, skidding, and decking any products so processed, but not removed from the sale area; and
- (c) The actual expenses involved in acquiring and holding this contract.

Cost and expenditure estimates for items listed in (a) and (b) shall be based upon COUNTY'S appraisal for the sale. Actual expenses in (c) do not include lost profits, replacement costs of timber, or any other consequential damage suffered by PURCHASER. PURCHASER agrees to provide receipts or other documentation to COUNTY which clearly identify and verify actual expenditures.

In the event of termination of this contract, in whole or in part, by COUNTY, PURCHASER agrees that the liability of COUNTY shall be limited to the express remedies contained in this provision.

Section 32. Debt Limitation. To the extent COUNTY may incur any financial obligation under this Contract, this Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.

Section 33. Default. Any default by PURCHASER in the performance of this contract shall be subject to the provision of Oregon Administrative Rule 629-32-000 through 070. The provisions of such rule are incorporated into this contract and made a permanent part hereof by their reference as though fully set forth herein. The following terms shall be substituted in said rule for it to apply to this contract: "The Clackamas County Forester" shall be substituted for "Forester", and "Clackamas County" shall be substituted for "Board of Forestry" and "State".

NOTICES, PLANS, AND INSPECTIONS

Section 34. Work Responsibility and Acceptance. For all purposes of this contract, "work" shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the projects, duties, and obligations, including slash disposal, imposed on PURCHASER by this contract.

Prior to the completion and final acceptance of work, PURCHASER shall be held responsible for, and shall correct any injury or damage to, the work or any part of the work, from any cause whatsoever, unless adjustment is made pursuant to Section 27.

COUNTY shall make final inspection of work done by PURCHASER within ten (10) calendar days after written notification is received by COUNTY from PURCHASER stating that the work is completed. Following inspection, COUNTY will notify PURCHASER of acceptance in writing. If the work is not acceptable to COUNTY, COUNTY shall advise PURCHASER in writing of the particular defects to be remedied before final acceptance by COUNTY can be made.

Section 35. Notices. Any written notice to PURCHASER which may be required under this contract to be served on PURCHASER by the COUNTY may be served on to PURCHASER or designated representative(s) by mailing the notice to the address of PURCHASER as is given in this contract, or by leaving the notice at said address. Should PURCHASER be required to notify COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which PURCHASER may have regarding the contract subject matter, or for any other reason, that notification is to be made in writing and delivered or mailed to the designated representative of COUNTY.

Section 36. Authorized Representative. During any period of logging operations or activity on the timber sale area, and during any period of work performance required by this contract on location, PURCHASER shall have a designated representative(s) available to COUNTY on the timber sale area or work location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this contract. COUNTY shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the work, and issue instructions in regard to performance under the terms of this contract. Authorized representatives of COUNTY and PURCHASER shall be designated in the Operations Plan required by Section 38.

Section 37. Inspection. COUNTY, through its authorized and designated representative, shall at all times be allowed access to all parts of the logging operations and work locations of PURCHASER, as may be required to make a complete and detailed inspection. COUNTY shall be furnished such information and assistance by PURCHASER, or the designated representative(s).

Section 38. Operations Plan. PURCHASER shall prepare an Operations Plan for all operations to be conducted under this contract and submit the plan to COUNTY at least five (5) calendar days prior to commencement of any work. This plan shall be prepared on a form provided by COUNTY, and shall be used for all types of operations, including project work, logging, and post harvest requirements. COUNTY may require an on-site meeting prior to approval of the Operations Plan, attended by PURCHASER, subcontractor, and COUNTY representatives. County's approval of the Operations Plan must be obtained prior to commencement of any operation, and PURCHASER must comply with this plan. PURCHASER shall notify COUNTY whenever operations will be inactive for more than three days, and again when operations will be resumed.

Upon approval by COUNTY, the Operations Plan will automatically be incorporated into, and made part of, this contract. PURCHASER'S strict compliance with the Operations Plan, as approved by COUNTY, is a material condition and covenant of this contract.

Any changes to the plan must have COUNTY approval in writing. PURCHASER shall comply with all provisions of the Written Plan in accordance with the Oregon Forest Practices Act.

TIMBER SALE AREA

Section 39. Timber Sale Area. The timber sale area is located on Exhibit "A" of this contract. For all purposes of this contract, "timber sale area" shall be understood to mean the area or the areas designated

as such on Exhibit A and located on the ground by reference to legal subdivisions, monuments, natural land features, improvements, or sale boundary signs.

PURCHASER shall be exclusively responsible for any taking of timber, infliction of damage, or trespass beyond the boundaries of the timber sale area resulting from any activities of PURCHASER. Any trespass resulting from the acts or omissions of PURCHASER will be deemed a breach of this contract. For said trespass and breach, PURCHASER shall pay the COUNTY the following damages:

- (a) Treble the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if purchaser's acts or omissions are willful or intentional or;
- (b) Double the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if purchaser's acts or omissions are not willful or intentional.

Section 40. Designated Timber. In accordance with Section 1, the following is designated timber.

- (a) All trees over eight inches (8") in diameter at breast height inside the timber sale area.
- (b) Trees marked with orange paint or posted with boundary signs or similar COUNTY signs are reserved from cutting, unless instructed otherwise by the COUNTY.

Section 41. Protection of Markings and Monuments. PURCHASER shall not remove, alter, damage, or destroy any signs, posters, markings, land survey corners, witness trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, PURCHASER shall report it to COUNTY within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. PURCHASER shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by purchaser's activities. COUNTY may reestablish such markers or monuments and bill PURCHASER for the expense incurred.

In the event it is necessary to disturb any legal land survey corner in order to conduct any activity under this contract, PURCHASER shall notify COUNTY. PURCHASER shall not disturb any corner until COUNTY has referenced or otherwise preserved the corner.

Section 42. Simultaneous Use of Area. COUNTY reserves the right to issue written authorization to others to use the timber sale area or access roads provided that, in the determination of COUNTY, such use will not materially interfere with the operations of PURCHASER. During the period of this contract, COUNTY reserves the right to sell any products or materials from the timber sale area, provided that the products or materials are not covered by this contract and that removal will not materially interfere with the operations of PURCHASER. PURCHASER shall not interfere with the use of roads by other authorized users. PURCHASER shall not be held liable for any acts, omissions, or neglect of authorized simultaneous users.

PAYMENTS AND ACCOUNTABILITY

Section 43. Payment Schedule. The purchase price for timber sold under this contract shall be paid in advance as follows:

The first payment shall be paid within 30 days of the sale award or before operating, whichever is first. First payment shall be 20 % of the total estimated bid value. The total estimated bid value will be the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the estimated value of no bid species). Cash bid deposits will be applied to the initial payment.

Subsequent payments shall be made in advance of timber removal, and as described in the payment schedule. The total estimated bid value is the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the value of hardwoods).

PAYMENT SCHEDULE:

- (a) Logging progress payments shall be made by PURCHASER for timber removed under this contract in a manner that maintains at all times a 20% reserve until the bid price is paid. Logging progress payments will be determined by scale reports as required in Section 47 of the Contract, or as determined by the County Forester.
- (b) Regardless of logging progress, the following payment schedule shall be met:
 - 1. Twenty percent (20%) of the bid price must be paid at the time of contract signing. The bid deposit, if cash or check, shall apply to this payment.
 - 2. An additional twenty percent (20%) of bid price including logging progress payments, must be paid by June 30, 2013.
 - 3. The total bid price (based on the County cruise), must be paid by November 30, 2013.

Total purchase price shall be calculated **AFTER** all log scale is reported by multiplying prices in Section 45 by scaled volume. COUNTY will refund any advance payment in excess of total price, or PURCHASER shall pay any deficit within 10 days of notice.

Section 44. Payments and Interest. Payments required of PURCHASER by this contract or modifications of this contract shall be received by COUNTY within the time period stated on the instrument requesting payment from PURCHASER.

Payments received after the due date stated on the billing instrument may be subject to an interest charge. The interest rate applied to overdue payments will be the prime interest rate in effect on the day the payment became delinquent, as established by US Bank, Ladd and Bush Branch, plus four percent (4%). Interest will be calculated from the date of the original billing to the date payment is received by the COUNTY Forest Program Forester.

Section 45. Log Prices. The following price schedule shall apply for all designated timber; and payment shall be for NET log scale, unless noted.

Log prices shall be:

Douglas-fir	\$ 552.12
Hemlock, noble fir and grand fir	\$ 400.00
Red alder	\$ 200.00
Big leaf maple	\$ 50.00
Western red cedar	\$ 625.00
Utility logs, adjusted gross scale.	\$ 50.00
Pulp by weight	\$ 5.00 /ton
Conifer species not named will be the same price as hemlock.	
Hardwood species not named will be the same price as big leaf maple.	

Section 46. Log Removal. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 45.

- (a) Any conifer log that conforms with grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: five inches (5") in gross scaling diameter, containing ten (10) board feet (net).
- (b) Any conifer log that meets the specifications of utility grade or special cull grade.
- (c) Any hardwood log containing twenty or more (20) board feet.

For purposes of log removal requirements, minimum net log volume shall be determined by the net volume of the full log length rather than the volume of individual segments.

Other logs may be removed from designated timber sale area under this contract at prices given in Section 45.

Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.

PURCHASER shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling and yarding. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

Section 47. Log Accountability By Log Load Receipts. PURCHASER shall completely and accurately fill out all portions of a multipart, serially numbered log load receipt before each truck leaves the landing area. PURCHASER shall require the truck driver of each load of logs to sign the woods receipt. PURCHASER shall staple the load receipt and scaler receipt parts to the load as instructed on the log load receipt directions and as directed by COUNTY. PURCHASER shall require the scaler to record the log load receipt number on the scale ticket that is signed by the scaler, and to attach the scaler receipt part to a copy of the scale ticket and mail to COUNTY on the date scaled.

COUNTY will issue PURCHASER sufficient books of serially numbered log load receipts to cover not over 30 days of operation, as determined by COUNTY. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. PURCHASER shall retain all woods receipts in each book and return to COUNTY as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to COUNTY during sale inactivity over 30 days, and at the completion of timber removal from the sale area.

PURCHASER shall account for each and every serially numbered log load receipt, and shall pay damages to COUNTY for all log load receipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the ten (10) largest loads of logs scaled from the sale area, charged at the highest species rate.

PURCHASER shall not intermingle COUNTY timber or logs designated by this contract with any other timber or logs before log scaling occurs, unless otherwise approved by COUNTY.

Section 48. Log Measurement.

Scaling Locations, Rules, and Organizations. All logs from timber sold under the terms and conditions of this contract shall be:

- (a) Scaled at the closest multiple scaling location to the timber sale area, unless otherwise approved by COUNTY;

- (b) Scaled at scaling locations approved by COUNTY;
- (c) Scaled by a third-party scaling organization with a current agreement with COUNTY; and
- (d) Scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and COUNTY special service scaling instructions in effect at the time the logs are scaled. Utilization scale shall be handled in accordance with Section 52. Scaling of hardwood loads is required.

PURCHASER shall enter into a written agreement with a third-party scaling organization for the scaling of logs removed from the timber sale area. PURCHASER shall furnish COUNTY with a copy of the scaling agreement upon request. Logs shall not be delivered unless an authorized third-party scaling organization scaler is available to scale load.

PURCHASER shall provide COUNTY with remote check scaling opportunities for logs scaled under this contract.

In the event scaling is suspended for any reason, hauling operations shall be immediately suspended until approved alternate scaling services are provided, or service by the scaling organization is resumed.

Cost of Scaling. All costs of scaling and all costs in connection with reports furnished and delivered to COUNTY shall be paid by PURCHASER.

PURCHASER shall require the scaling organization to furnish copies each week to COUNTY of all scaled certificates showing gross and net volumes, by species and grade, of all logs scaled during the week. Upon request by COUNTY, PURCHASER shall also require the scaling organization to furnish and attach a log detail listing to each weekly scale certificate showing all COUNTY logs included on the certificate.

Scaling Instructions. PURCHASER agrees that COUNTY will provide instructions to the approved third-party scaling organization for the scaling practices to be used for timber removed from the timber sale area. Instructions will conform to the terms of this contract, including special scales as necessary. PURCHASER shall acknowledge and sign such instructions and will receive a copy.

Minimum Products Specifications and Special Scale information are shown in Section 46.

Logs Damaged During Handling. Mechanical damage to logs shall be prevented during log loading, unloading, and roll-out. Deductions for damage occurring during these operations will not be allowed.

Add-Back Volume. Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area will not be allowed in determining net volume. Volume of material deteriorated due to delay in removal will be reported to COUNTY and paid for at the contract price. Cost for separate reports shall be paid by PURCHASER.

Conversion Factors. COUNTY may approve the use of appropriate conversion factors, sample scaling techniques, and measurement by weight when such methods are a more practical means to measure the timber and logs sold by this contract. Measurement for converting factors, random sample determination, and weighing of the products shall be done by an approved independent third party or COUNTY employee.

Section 49. Log Branding. Every log removed from the timber sale area by PURCHASER shall be clearly branded using COUNTY Brand, CC X, and painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint, (supplied by PURCHASER, brand of paint approved by the County), unless otherwise approved in writing by COUNTY. Paint should be applied on both ends of the logs if possible. COUNTY may

issue PURCHASER one or more branding hammers registered to COUNTY. PURCHASER shall use only those brands issued or approved by COUNTY for timber sold under this contract. Only those brands issued by COUNTY for use on timber sold under this contract shall be allowed on the sale area at any time.

When branding and painting of all logs is impractical because of the small size of the logs and number per load, COUNTY may give written authorization for use of a combination of brands and paint. In this case, at least half of the logs shall be branded, and all logs shall be painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint.

In addition, PURCHASER shall brand and paint all logs left singly or in decks along rights-of-way, and shall brand and paint all logs yarded and left on landings after termination of operations each day. PURCHASER shall make every effort to remove logs from roads or landings within a reasonable period of time, and agrees to notify COUNTY in advance of intention to leave logs decked along roads or on landings for more than 96 hours. COUNTY may scale such decked logs, and PURCHASER shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

When the brand registered to COUNTY is issued, PURCHASER agrees to sign a receipt for those branding hammers and to return them in good condition within 14 calendar days of completion of log hauling. PURCHASER shall pay a fee of \$50 to COUNTY for each branding hammer returned to COUNTY in damaged and unusable condition, or \$100 for each branding hammer not returned within the time specified by COUNTY.

Section 50. Hauling and Operating Time Restrictions. PURCHASER shall not haul logs from the sale area on weekends, COUNTY-observed holidays, or outside the hours of 5:00 a.m. to 6:00 p.m. daily, without notification and approval by COUNTY. Trucks hauling logs through residential areas shall minimize the use of exhaust brakes, especially before 8 AM.

Section 51. Route of Haul. PURCHASER shall furnish to COUNTY, at the time of making request for scaling approval, a map showing the scaling location and the precise route of haul which will be used to haul logs from the sale area to the scaling location. Such route of haul will be the most direct haul route between the two points, unless another route is approved by COUNTY. The route of haul may be changed only with advance notice to and approval by COUNTY.

Upon loading at the sale area, a log load shall be directly hauled to an approved scaling location, if required to be scaled. No storing of log loads for delayed delivery will be allowed, without prior approval from COUNTY.

Section 52. Utilization Scale. COUNTY shall scale logs or portions of logs that are broken, wasted, or not removed by PURCHASER due to:

- (a) Improper felling or bucking of the logs;
- (b) Failure to remove the logs prior to deterioration; and
- (b) Logs remaining on the sale area after completion of logging, provided the logs were merchantable prior to breakage or wastage. PURCHASER shall pay for the logs at the contract price designated in Section 45. COUNTY shall notify PURCHASER of the volume of logs so scaled. Payment shall be considered due on such volume as if the logs were removed on the date of said notification.

In the event PURCHASER disagrees with the findings made by COUNTY under this section, PURCHASER may furnish scaling by a third-party scaling organization acceptable to COUNTY. Costs and expenses of such third party shall be paid for by PURCHASER, and the findings of the third party shall be final.

Section 53. Special Products. PURCHASER shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special product manufacturing on the sale area without prior written approval of COUNTY. If COUNTY grants approval for special product manufacturing, PURCHASER shall make satisfactory arrangements for measurement of the products. Special products are any products not in log form manufactured from material having a price under the contract.

Section 54. Access. PURCHASER shall use the roads shown or indicated on Exhibit A for access to the timber sale area and project locations. If PURCHASER desires to use an alternative route, it will be Purchaser's responsibility to secure that access and obtain written COUNTY approval for the route. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this contract. Except as otherwise provided for in this contract, PURCHASER shall have the right of access over, in, and through the timber sale area for the purpose of cutting and removing the timber or performing the work to be done. PURCHASER in so using, improving, or constructing roads shall at no time have an interest in the land, other than the right of access. PURCHASER shall comply with all applicable terms and conditions of any access documents described in the provisions of this contract, which are by this reference made a part of this contract.

Section 55. New Road Construction. If the scope of PURCHASER's work includes the construction of any road on the COUNTY's property, PURCHASER shall design and construct the road in a manner that is consistent with logging industry standards and practices. In addition, PURCHASER shall ensure that all road design and construction includes a sufficient number of culverts in areas where drainage is necessary, and that the road design and construction does not result in an inappropriate amount of erosion or sediment so as to cause impacts on water quality.

For any road that is designed or constructed by PURCHASER and that will not be removed prior to the termination of this contract, PURCHASER shall defend, indemnify, and hold harmless COUNTY against any claim, suit, or action for damages related to said design or construction.

Section 56. Road Maintenance. Purchaser's responsibility for normal road maintenance commences with Purchaser's first use of a road for any activity under the contract. Purchaser's responsibility will continue through any active periods until final acceptance of the road maintenance for this sale is made by COUNTY.

Under this contract an active period is defined as the general time period during which felling, bucking, yarding, loading, hauling or road building are occurring on the timber sale site, or any other time when heavy equipment is being operated or stored on COUNTY property under this contract.

Normal road maintenance applies to all existing roads used for any activity under this contract. A road which is constructed or reconstructed by PURCHASER shall assume the status of an existing road upon acceptance in writing by COUNTY.

Normal maintenance includes work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures, as follows:

- (a) PURCHASER shall maintain the existing cross section of dirt or graveled roads by blading and shaping the surface and shoulders. Banks shall not be undercut. Established berms shall be maintained. Additional berms shall be placed where needed to protect fills. COUNTY may require cross ditching on certain roads.
- (b) PURCHASER shall perform all cleanups including the removal of bank slough, minor slides, and fallen timber. This material shall be deposited at a location identified by COUNTY.

PURCHASER shall replace material eroded from fill slopes and clean out drainage ditches and culverts.

- (c) PURCHASER shall patch and place additional rock on gravel road surfaces as necessary to repair damage and restore the road, as requested or directed by the COUNTY.
- (d) PURCHASER shall remove brush or tree growth which encroaches on the road and develops during the contract period. Herbicides may be used only with written authorization of COUNTY.
- (e) Culverts need to be open, free flowing, and in good working order. If they become damaged, PURCHASER shall promptly cut back, repair, or replace the culverts. Outlets shall be open and free of debris so blockage will not occur.
- (f) PURCHASER's road maintenance activities shall minimize erosion and sediment delivery that impacts water quality. Such activities may include spreading an approved rock grade on road surfaces, or placement of hay bales in ditches.

While performing normal road maintenance work, PURCHASER shall not contaminate gravel or bituminous road surfaces by covering or mixing earth or debris from ditches, slides, or other sources. PURCHASER shall not blade any of the surface road material from the roads.

While performing logging operations, PURCHASER shall minimize damage to ditches, cut banks, fill slopes, and road surfaces. Where damage does occur, PURCHASER shall restore the road to its original condition, as directed by COUNTY.

All roads in the sale area shall be kept free of obstructions and maintained in a condition that permits ongoing travel during the operation, unless otherwise approved by COUNTY.

Prior to any inactive periods, drainage systems on the roads and landings will be reestablished so that:

- (a) Exposed soil will not erode into waters of the STATE; and
- (b) Drainage water will not saturate fills.

During active periods, PURCHASER is responsible for maintenance needs that are caused by public use of the road and that can be accomplished under the terms of normal maintenance. Upon written approval from COUNTY, PURCHASER may restrict use of the roads by others. Measures may include signing, gating, or blocking off the road. Approval of measures by COUNTY does not relieve PURCHASER from normal maintenance responsibilities during active periods in the event that such measures do not restrict vehicular traffic.

Upon written acceptance of road maintenance at the end of the active period, PURCHASER will not be required to perform normal road maintenance during the inactive period. Upon resuming activity, PURCHASER shall resume maintenance.

HARVESTING OPERATIONS

Section 57. Felling. PURCHASER shall comply with the following requirements for felling:

- (a) Fell all trees within the sale area EXCEPT trees marked with fresh orange paint.

- (b) Tractor skid roads and loader roads will be designated on the unit prior to any felling. All skid roads and landings shall be marked on the setting by PURCHASER and approved by COUNTY PRIOR to felling of these skid-road and landing-marked trees. Rub trees shall be removed after logging of the setting has been approved by COUNTY.
- (c) Trees shall not be felled across timber sale boundaries, unless authorized in writing by COUNTY. Any trees that fall across sale boundaries shall be yarded back into the sale area prior to limbing or bucking.

Section 58. Protection of Soil. In those sale areas, or portions thereof, where ground yarding has been approved in the Operations Plan, PURCHASER may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions.

- (a) When ground yarding is used, PURCHASER must use the type of ground yarding equipment as specified in SPECIAL CONDITIONS, Section 63. However, PURCHASER must limit skid roads and trails used to ten percent (10%) or less of the ground yarded area and restrict equipment operations to these skid roads and trails.
- (b) Preexisting openings within the stand, existing skid roads and/or trails shall be used whenever possible; and soil disturbance, or construction of new skid roads and trails shall be limited to that necessary to log the area. Total area of soil disturbance of old and new skid roads and trails used shall not exceed ten percent (10%) of the ground yarded area.
- (c) Ground yarding equipment shall not operate under conditions where soils are rutted or excavated to a depth of eight inches (8") or more.
- (d) Ground yarding equipment shall not operate on slopes greater than 35 %. Written approval may be granted for short distances on slopes exceeding 35 % when, in the opinion of COUNTY, it would be unreasonable to yard by pulling line.
- (e) Ground yarding will be permitted on haul roads, only when authorized by the COUNTY in writing.
- (f) Prior to the beginning of felling operations, PURCHASER shall mark the locations, on the ground, of all major skid roads, subject to COUNTY approval. Felling shall be "to lead" to those marked trails and those trail locations adhered to, unless otherwise approved in writing by COUNTY.

If the above conditions are not met by PURCHASER, COUNTY at its option reserves the right to require either or both of the following:

- (a) Suspend yarding, require PURCHASER to mark skid trails and roads on the ground, and obtain prior approval before resuming yarding activities.
- (b) Suspend yarding during portions of the year when soil moisture is critical as determined by the COUNTY.

Time lost while COUNTY exercises any of the above options shall be considered cause for contract extension.

Section 59. Damage to Reserved Trees. Reserved trees are those trees on the timber sale area, or on adjoining COUNTY property, which are not sold to nor are to be cut by PURCHASER. If damage to reserve trees occurs

and is determined unavoidable by COUNTY, or results from activities approved in the Operations Plan, then no charge will be made for damage.

If Purchaser's activities result in avoidable damage to reserved trees as determined by COUNTY, PURCHASER shall pay for such trees at the following rates:

- (a) Single the contract value shall be paid when:
 - (1) "Minor damage" to reserved trees occurs during the course of normal logging. Minor damage is defined as bark removed down to the cambium layer of a tree, such removal affecting at least twenty-four (24) square inches, but less than damage defined as "major damage."
 - (2) Trees must be cut in order to facilitate contract operations, or for safety around landings, as approved in writing by COUNTY.
- (b) Double the contract value shall be paid when:
 - (1) "Major damage" to reserved trees is caused by operations of PURCHASER. Major damage is defined as bark removed down to the cambium layer over an area of the bole which has one dimension (height or circumference) greater than the diameter of the tree, or any visible bark removal on the tree roots.
 - (2) Tree top is knocked out.
 - (3) More than 50 % of live crown is removed.
- (c) Treble the contract value shall be paid when: *Not Applicable.*

For each species sold on a recovery basis, contract value is defined as the price per MBF listed in Section 45.

For species sold on a lump sum basis, the contract value for each species shall be determined by using county's timber appraisal value (prior to amortization of project costs), multiplied by the bid-up factor for the sale.

COUNTY may direct damaged trees to be left. In that case, payment for damage to reserved trees will be reduced by single the contract value of such trees.

The payment for reserved trees shall not release PURCHASER from liability for other damage to the property of COUNTY.

If more than ten percent (10%) of the conifer reserved trees suffer "minor damage," or if any conifer reserved trees suffer "major damage" as defined, COUNTY reserves the right to:

- (a) Suspend felling and/or yarding until corrective measures have been agreed upon by COUNTY and PURCHASER.
- (b) Require limitations on log length and/or the number of logs in each yarding turn.
- (c) Specify the size and type of equipment to be used.

Section 60. Damage to Reforested Areas. PURCHASER shall take all necessary precautions to minimize damage to reforested areas adjacent to, within, or nearby the sale area. Should purchaser's activities damage reforestation areas shown on Exhibit A, COUNTY shall determine the extent of the damage, and PURCHASER shall reimburse COUNTY \$1,200 per acre, or \$ 3.00 per tree for the damage.

Section 61. Fire Trails. NO fire trails are required for this sale.

Section 62. Project Work. PURCHASER shall complete the following projects in accordance with specifications provided and instructions from COUNTY. Project locations are shown on Exhibit A unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

Purchaser shall deliver 50 tons of firewood logs to Barton Park as required by Section 70. There are no other projects required by this contract.

PURCHASER shall comply with all applicable terms and conditions of any access documents set forth in the provisions of this contract, which are by this reference made a part of this contract. The following access documents pertain to this contract.

.....SPECIAL CONDITIONS.....

SECTION 63. Tractor Yarding. Tractor yarding shall not be used on slopes over 35 %.

.SECTION 64. Yarding Equipment. **TRACTOR YARDING AREA:** PURCHASER will use a COUNTY APPROVED, track laying, shovel yarding system using machinery that is appropriate in size for the job. Tractors may be used for skidding only if approved by COUNTY.

WHEELED SKIDDER SPECIFICATIONS: Wheeled skidders are not desired and may be used only with written County approval, which is revocable if in the sole opinion of County the skidders are causing excessive damage to COUNTY property..

CABLE YARDER SPECIFICATIONS. If a cable yarder is necessary, Purchaser shall provide a cable yarding side that is appropriate for the size of the job and the size of existing landings. Cable can be hung outside the sale area in order to get proper deflection, however, at no time may Purchaser trespass upon the property of another owner unless a separate agreement is reached between said owner and Purchaser. Damage to areas outside the sale area shall be kept to a minimum and repaired by Purchaser to COUNTY satisfaction. Cable roads through stream buffers shall be kept to a reasonable minimum.

SECTION 65. Loading Equipment, Landing Location & Construction. A track mounted hydraulic loader is recommended for loading trucks on this sale. Construction of landings is not desired. Any trees cut outside the sale area other than a modest widening of the existing rights-of-way, as determined by the COUNTY, will be charged DOUBLE stumpage as determined by the COUNTY.

SECTION 66. Snag Felling, and Hardwood Tree Cutting. PURCHASER may ONLY fell snags located on COUNTY property, which are a direct safety threat to logging personnel, or are required to be felled for fire protection or fire hazard reduction. COUNTY, at its option, may require PURCHASER to fall conifer or hardwood whips in the units.

SECTION 67. Branding Hammers. If the COUNTY branding hammer is not returned in good usable condition, \$50 will be deducted from the performance bond prior to returning the bond after complete compliance by PURCHASER with the terms and conditions of this contract.

SECTION 68. Wood Cutting. NO "firewood" cutting, "shake", or "shake bolt" making will be allowed on COUNTY property by PURCHASER, or his representative, unless the PURCHASER, or employees of the operator have in their possession a valid CLACKAMAS COUNTY WOOD CUTTING PERMIT. All material not hauled off the sale area by the PURCHASER at the completion of sale is COUNTY property.

SECTION 69. Gate Closure. All gates accessing the COUNTY land will be closed and locked by PURCHASER evenings, weekends, and any time there are no operations or use of the road under this contract.

SECTION 70. Post Sale Requirements. Where slopes allow, PURCHASER shall loader or shovel pile all slash and brush following harvest activities. Piles shall be free of dirt and rock. To the degree reasonably possible, piles shall be few in number and tall so that they will burn well.. Except for landings, areas logged with cable yarding machines need not be piled.

SECTION 71. Firewood PURCHASER shall deliver 50 tons of fir, hemlock, cedar, alder or maple logs to Barton Park for use as firewood. Logs may be of any length and size but shall be sound. Logs shall be set on the ground by PURCHASER at a location in Barton Park designated by COUNTY.

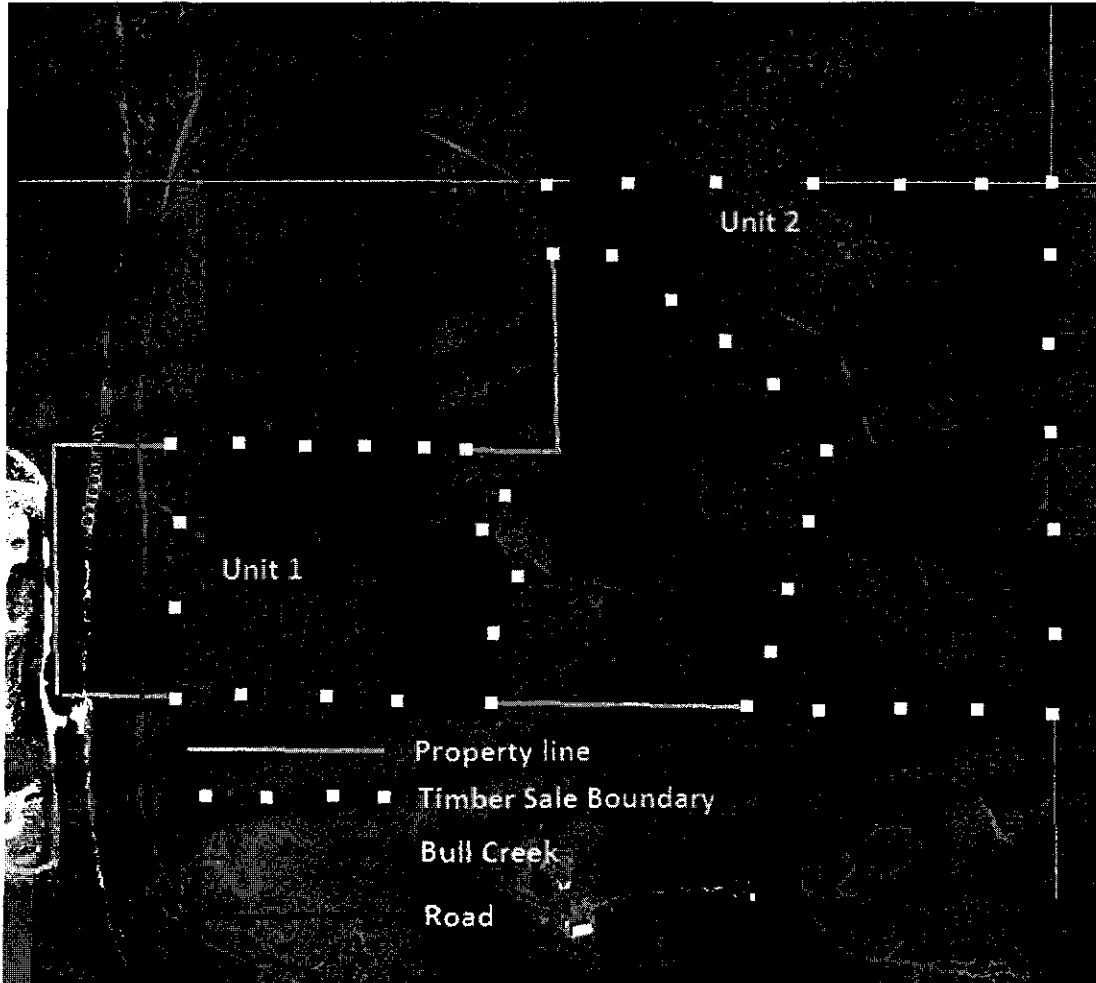
SECTION 72. Other Uses of Purchaser's Equipment. COUNTY may require PURCHASER to do other work in the general area of the sale using equipment already on site. COUNTY shall pay PURCHASER \$100 per hour for full-sized excavators or loaders and shall pay \$75 per hour for wheeled and tracked tractors, inclusive of operators.

Exhibit "A"
Dhooghe Timber Sale

Portions of the N1/2, NE 1/4 of Section 17, Township 5 South, Range 3 East, W. M.
Clackamas County, Oregon

Scale: 1 inch equals 500 feet

A
X





DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

April 18, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Otak, Inc. for Engineering Design, Plans and Construction Management Services for the Bell Avenue Improvement Project

Purpose/Outcomes	This contract will provide funding for Engineering design and plans for the construction of improvements to SE Bell Avenue between SE King Road and SE Johnson Creek Blvd.
Dollar Amount and Fiscal Impact	The maximum contract value is \$349,988.76, which includes a contingency of \$19,774 in the event additional easements or environmental testing is required during the project. The contract is funded through the North Clackamas Revitalization Area urban renewal district.
Funding Source	Clackamas County Development Agency - no County General Funds are involved.
Safety Impact	Roadway improvements will provide improved safety for vehicular, bicycle and pedestrian traffic along SE Bell Avenue.
Duration	The contract will terminate on August 31, 2014
Previous Board Action	The Board of County Commissioners previously approved awarding \$200,000 in Community Development Block Grant funds for the construction portion of the Bell Avenue project on May 3, 2012 - agenda item VI.A.1.
Contact Person	Ken Itel, Senior Project Planner, Clackamas County Development Agency - 742-4324

BACKGROUND:

SE Bell Avenue is a designated collector street and provides a critical north-south link within the North Clackamas Revitalization Area (NCRA) urban renewal district. The project aims to fill significant gaps present in existing pedestrian and bicycle facilities, particularly in areas near the King Road intersection and the hill between Lamphier and Overland, where limited vision distance and topography create additional hazards for all modes of travel. Improvements to stormwater management, which is absent in many areas of Bell, will improve safety by reducing runoff and areas of standing water.

The project also improves a temporary traffic signal at the King Road intersection. Replacement of the signal will improve traffic operations at the intersection as well as improve ADA accessibility at the crosswalk, which is currently constrained by the temporary signal pole.

Full pedestrian and bicycle facilities are designated for Bell in the County Comprehensive Plan on the Essential Pedestrian Network and Planned Bikeway Network maps. Improvements to Bell are called out in the citizen-initiated NCRA Design Plan as well. Area residents also listed improvements to Bell as a priority during a recent public outreach effort by the Agency regarding roadway improvements.

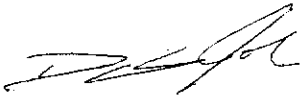
Staff advertised this project under a Request for Proposals, which included preparing roadway design plans, specifications and cost estimates. Five proposals were received and further negotiations were

required with the selected consultant, Otak Inc., to refine the scope of work and negotiate a fee proposal. This contract is in the format approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve and sign the contract with Otak, Inc., for engineering design, plans and construction management services for the Bell Avenue Improvement Project.

Respectfully submitted,



Dan Johnson
Development Agency Manager

Placed on the April 18th, 2013 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

April 18, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of April 18, 2013, this contract with Otak Inc. for **Engineering Design, Plans and Construction Management Services for the Bell Avenue Improvement Project**. This project was requested by Ken Iteel, Development Agency Project Manager, and was publicly advertised in accordance with ORS 279. Thirty-seven proposal packets were requested and sent out with five proposal responses received: Century West Engineering, Group MacKenzie, Harper Houf Peterson Righellis, NW Engineers, and Otak. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. Otak, Ink. was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$349,988.76. The contract term is from contract execution through August 31, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 453-6630-00-481200-30320 for fiscal years 2021/2013, 2013/2014 and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff