

# AGENDA

**Thursday April 19, 2018 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2018-25

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation: National County Government Month – “Serving the Underserved” (Todd Loggan, Public & Government Affairs)
2. Presentation: #ClackCo TV 2017 Video Awards (Garrett Teague, Public & Government Affairs)

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

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

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

1. Approval of Intergovernmental Grant Agreement #157026 with the State of Oregon, acting by and through its Oregon Health Authority for the 2018 Farm Direct Nutrition Program (FDNP) – *Public Health*
2. Approval of Contract with Tri-County Metropolitan Transportation District of Oregon (TriMet) for the Monthly Hop Pass Program for Electronic Fare Instrument Services to Clackamas County Social Services and Residents – *Social Services*
3. Approval of a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to members enrolled in the Oregon Health Plan (OHP) – *Health Centers*
4. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement between Clackamas County and TriMet for Maintenance of the Portland-Milwaukie Light Rail (PMLR) Project Facilities
2. Board Order No. \_\_\_\_\_ Approving Solid Waste Management Fee Adjustments

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Contract Amendment No. 7 with DePaul Industries Inc. for Security Screening Personnel for the Clackamas County Court System – *CCSO via Procurement*

**D. Business & Community Services**

1. Approval of a Purchase and Sale Agreement with Stone Land & Timber LLC for the Sale of Real Property

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

1. Approval of a Temporary Construction Easement from the North Clackamas Parks and Recreation District (NCPRD) to Clackamas County Service District No. 5 (CCSD #5)

**V. DEVELOPMENT AGENCY**

1. Approval of Utility Easement Provided to Portland General Electric

**VI. SERVICE DISTRICT NO. 5**

1. Acceptance of a Temporary Construction Easement form the North Clackamas Parks and Recreation District (NCPRD) Related to the McLoughlin Blvd. Street Lighting Project

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**



April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Presentation: National County Government Month – “Serving the Underserved.”**

<b>Purpose/Outcome</b>	Share with Commissioners the county’s participation in National County Government month and how we are publicizing some of the efforts of the county to serve the underserved.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	The month of April is National County Government Month
<b>Previous Action</b>	None
<b>Strategic Plan Alliance</b>	1. Build public trust through good government 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Todd Loggan, Community Relations Specialist, PGA 503-742-4562

**BACKGROUND**

National County Government Month held each April, is an annual celebration of county government. Since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. This year’s theme is “Serving the Underserved.”

All month, Public and Government Affairs (PGA) has been relaying via social media some of the ways the county is *Serving the Underserved* and breaking poverty cycles.

Some of the highlights recently shared or are scheduled include:

- Last year county Health Centers served 17,454 individuals. All are served, regardless of ability to pay.
- Over \$3,000,000 in energy assistance was distributed to nearly 5,000 households, benefitting 12,092 county residents.

- The Veterans Service Office worked intensively with 1,729 veterans and filed 854 initial claims. Staff assisted denied claimants with 155 appeals and re-open requests and helped 76 veterans apply for VA health care. In total, staff efforts generated new monetary benefits of more than \$10,000,000
- The Volunteer Connection program assists seniors, people with disabilities and residents lacking resources and in need. Last year Transportation Reaching People drivers logged 266,000 miles and provided 10,000+ medical related trips, and the Senior Companions program gave 22,000+ hours of service while supporting over 100 individuals!
- The Small Grants Program assists local organizations whose purpose is to help the most vulnerable residents. Specifically, this annual program, which distributes \$250,000 annually, helps people meet basic needs.

### **RECOMMENDATION**

Staff recommends the Board receive this presentation and short video on the county's participation in National County Government Month and how the county is publicizing some of the efforts of the county to serve the underserved.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs



GARY SCHMIDT  
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Presentation of #ClackCo TV 2017 Video Awards**

<b>Purpose/Outcome</b>	Public and Government Affairs has been honored with several recent programming awards from numerous national organizations for #ClackCo TV productions.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	N/A
<b>Previous Action</b>	None
<b>Strategic Plan Alliance</b>	1. Build public trust through good government
<b>Contact Person</b>	Garrett Teague, Video Production Coordinator, PGA 503-742-5904

**BACKGROUND**

Public and Government Affairs (PGA) has been improving video communications and expanding audiences from the cable channel to outlets such as YouTube, Facebook, and Twitter.

The Clackamas County Government Channel has been rebranded to #ClackCo TV to reflect the diverse productions created, the multiple platforms videos are posted on and to match the new branding for Clackamas County and PGA products.

#ClackCo TV received five awards from the National Association of Telecommunications Officers and Advisors (NATOA). These awards recognize excellence in broadcast, cable, multimedia and electronic programming produced by local government agencies.

These programming competitions are highly competitive, with entries from throughout the United States and overseas. Since its inception in 1996, #ClackCo TV has won 268 awards for its programming.

In 2017 Clackamas County received:

NATOA Government Programming Awards

- Honorable Mention “Programming Excellence”
- 3<sup>rd</sup> Place “WES Meet the Experts Series” – Promotional Video Campaign
- 3<sup>rd</sup> Place “ClackCo Awards Video” – Municipal Channel Promotion
- Honorable Mention “WES Meet the Experts” – Public Information Series
- Honorable Mention “Solids Handling Capacity: Running Out of Space and Time”  
–Public Education

**RECOMMENDATION**

Staff recommends the Board receive this video presentation on programming excellence honoring Public and Government Affairs #ClackCo TV productions.

Respectfully submitted,

Gary Schmidt, Director  
Public and Government Affairs



**Grant Agreement Number 157026**

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" or "Agency," and

**Clackamas County  
Acting by and through its Community Health Program  
999 Library Court  
Oregon City, OR 97045  
Telephone: (503) 742-5350  
Facsimile: (503) 655-8387  
E-mail: [jweber2@co.clackamas.or.us](mailto:jweber2@co.clackamas.or.us)**

hereinafter referred to as "Recipient."

The Program to be supported under this Agreement relates principally to OHA's

**Public Health Division  
Center for Prevention & Health Promotion, Nutrition & Health Screening  
800 NE Oregon St., Suite 865  
Portland, OR 97232  
Agreement Administrator: Susan Woodbury or delegate  
Telephone: (971) 673-0036  
Facsimile: (971) 673-0071  
E-mail: [susan.woodbury@dhsaha.state.or.us](mailto:susan.woodbury@dhsaha.state.or.us)**

**1. Effective Date and Duration.**

Upon signature by all applicable parties, this Agreement shall be effective **February 15, 2018** through **October 31, 2018**, regardless of the date it is actually signed. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Program Description
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit B: Standard Terms and Conditions
- (4) Exhibit C: Subcontractor Insurance Requirements
- (5) Exhibit D: Reserved.

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, B, A and C.

**3. Grant Disbursement Generally.**

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$3,000.00**. OHA will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. OHA will disburse the grant to Recipient as described in Exhibit A, Part 2.

**4. Vendor or Subrecipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OHA's determination is that:

Recipient is a subrecipient       Recipient is a vendor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A



5. **Recipient Data and Certification.**

a. **Recipient Information.** Recipient shall provide the information set forth below.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

Recipient Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Rd, Suite 367

City, state, zip code: Oregon City, Oregon 97045

Email address: jweber@ca.clackamas.or.us

Telephone: (503) 742-5350 Facsimile: (503) 742-5352

**Proof of Insurance:** Recipient shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: Self-Insured

Policy #: 1170 Expiration Date: Continuous

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Recipient is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, Recipient shall deliver to the OHA Contract Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Recipient acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Recipient may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Recipient acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. Recipient certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Recipient further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Recipient;

- (3) The information shown in this Section 5a. "Recipient Information", is Recipient's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Recipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Recipient and Recipient's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Recipient is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding; and
- (8) Recipient Federal Employer Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Recipient is required to provide OHA with the new FEIN within 10 days.

RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Clackamas County

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board,

By:

\_\_\_\_\_  
Authorized Signature

Richard Swift  
\_\_\_\_\_  
Printed Name

Director, Health, Housing, and Human Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of Oregon acting by and through its Oregon Health Authority

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Not required per OAR 137-045-0030(1)(a)

\_\_\_\_\_  
Department of Justice

\_\_\_\_\_  
Date

April 19, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Contract with Tri-County Metropolitan Transportation District of Oregon (TriMet) for the Monthly Hop Pass Program for Electronic Fare Instrument Services to Clackamas County Social Services and Residents

<b>Purpose/Outcomes</b>	TriMet has implemented its electronic fare instrument services (electronic fare cards, tickets and pass products). The Hop Pass Program is now available to the various programs within Clackamas County Social Services department. The service will provide convenience, economical and operational efficiencies to Clackamas County Social Services and Clackamas County residents.
<b>Dollar Amount and Fiscal Impact</b>	No maximum contract amount. No fiscal impact to Clackamas County. No County General Funds involved
<b>Funding Source</b>	Funded by Medicaid Title XIX
<b>Duration</b>	Agreement is effective upon signature and shall remain in effect until terminated by either party.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8756

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet). This agreement would allow TriMet to implement its electronic fare instrument services, also known as, the Hop Pass Program, within the various departments of Clackamas County Social Services. The service will provide convenience, economical and operational efficiencies to Clackamas County Social Services and Clackamas County residents. The services provided include electronic fare cards, electronic bus tickets and monthly pass products. This will help consumers, who receive services through Clackamas County Social Services, to remain independent and involved in the community.

The agreement was reviewed and approved by County Council on March, 13, 2018, and will commence upon signature and remain in effect until terminated by either party.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health Housing & Human Services



Contract No. IP170826EV

**TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON (TriMet)  
MONTHLY PASS PROGRAM CONTRACT**

This Contract is entered into **April 1, 2018**, by and between the Tri-County Metropolitan Transportation District of Oregon (TriMet) and **CLACKAMAS COUNTY SOCIAL SERVICES** (Participant), located at 2051 Kaen Road #135, Oregon City, OR 97045.

In consideration of TriMet's desire to make its fare instruments (electronic fare cards and ticket and pass products) available to Participant, and the convenience, economic and operational efficiencies to Participant in making TriMet fare instruments available to its members, the parties agree to the following terms:

1. Term

This Contract shall commence on the date entered above and remain in effect until terminated by either party as provided under the provisions of this Contract.

2. Agreement to Purchase TriMet Fare Instruments

Participant shall use its best efforts to market and sell TriMet fare instruments to their members only, in accordance with the terms and conditions set forth in Exhibit A, which is attached to and made a part of this Contract. This Contract and any attached exhibits constitute the entire agreement between the parties on the subject matter hereof. By signature hereto, Participant certifies that it has read and agrees to be bound by all of the Program Requirements, including but not limited to those applicable to the Institutional Web Portal (Services).

3. Participant is an Independent Contractor

Participant is an independent contractor for all purposes and is solely responsible for performance of its obligations under this Contract. Participant's employees, agents, and subcontractors, if any, shall not be deemed to be employees or agents of TriMet. Participant is responsible for all federal, state and local taxes and fees applicable to or arising out of this Contract. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the parties to this Contract.

4. Correspondence/Communications

(a) Participant shall designate and authorize a Program Administrator(s) to assist in implementation of these procedures, including authorizations necessary for the Program Administrator to access and utilize TriMet's Institutional Web Portal on behalf of Participant. Participant assumes sole responsibility for ensuring that Program Administrator(s) are duly authorized to administer the Program on behalf of Participant.

(b) TriMet's Representative and Participant's Program Administrator shall be responsible for routine, day-to-day correspondence and communications regarding Participant's implementation of the Program. Upon commencement of this Contract, TriMet and Participant shall provide written notice to each other of the name and address of their respective designated Representative and Program Administrator, and shall provide prompt written notice of any change thereto.

(c) All notices required to be given by the terms of this Contract shall be provided in writing and signed by the person serving the notice, and shall be sufficient if given in person, emailed, mailed postage pre-paid certified return receipt or telefaxed (with confirmation record) to the persons at the signature addresses below, or to such other address as either party may notify the other of in writing. Any notice given personally shall be deemed to have been given on the day that it is personally delivered, emailed or telefaxed (with confirmation record), and if mailed three days after the date of the postmark of such mailing.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIMET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICES PROVIDERS AND LICENSORS SHALL NOT BE LIABLE TO PARTICIPANT OR ANYONE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER BASED ON OR UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL TRIMET'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE ANNUAL PASS PROGRAM AND THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED AMOUNTS PAID TO TRIMET THEREUNDER DURING THE PRIOR 12 MONTHS.

6. Indemnity

SUBJECT TO THE CONDITIONS AND LIMITATIONS OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 THROUGH 30.300, CLACKAMAS COUNTY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TRIMET FROM AND AGAINST ALL LIABILITY, LOSS AND

COSTS ARISING OUT OF OR RESULTING FROM THE ACTS OF COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS IN THE PERFORMANCE OF THIS AGREEMENT. SUBJECT TO THE CONDITIONS AND LIMITATIONS OF THE OREGON CONSTITUTION AND THE OREGON TORT CLAIMS ACT, ORS 30.260 THROUGH 30.300 TRIMET SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CLACKAMAS COUNTY FROM AND AGAINST ALL LIABILITY, LOSS AND COSTS ARISING OUT OF OR RESULTING FROM THE ACTS OF TRIMET, ITS OFFICERS, EMPLOYEES AND AGENTS IN THE PERFORMANCE OF THIS AGREEMENT.

7. Suspension of Fare Instruments

TriMet may immediately suspend availability of fare instruments to Participant where remittal of payment is late past the payment due date set forth at Exhibit A, Paragraph (2)(B)(1). TriMet shall provide the Participant written notice of such suspension. Availability of Fare Instruments may be resumed only when past delinquent payments are paid by Participant to TriMet, and where the Participant provides reasonable assurances that it will perform according to the terms of this Contract. TriMet may immediately suspend access to the Institutional Web Portal described in Exhibit A if Participant violates any of the terms, conditions, or requirements of Exhibit A.

8. Termination for Convenience

Either party may terminate this Contract by providing at least 30 days prior written notice to the other party. TriMet may discontinue availability of fare instruments upon receipt or delivery of a written notice of termination. Within three (3) days from the effective date of termination under this Paragraph 8, Participant shall submit any payments due to TriMet, and return all fare instruments that remain unsold or undistributed. Participant will receive a credit for such returned fare instruments, net any payments due to TriMet. Termination under this Paragraph 8 shall not affect any right, obligation or liability of the parties which accrued prior to the effective date of such termination.

9. Termination for Default

If Participant fails to perform in the manner called for in this Contract, including Exhibits and Amendments, TriMet may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Participant setting forth the manner in which Participant is in default. Unless otherwise stated in TriMet's notice of termination, within three (3) days from the effective date of termination under this Paragraph 9, Participant shall submit any payments due to TriMet, and return all fare instruments that remain unsold or undistributed. Participant will receive a credit for such returned fare instruments, net any payments due to TriMet. If it is later determined by TriMet that Participant had an excusable reason for not performing, such as a strike, fire, flood or other event that is not the fault of, or is beyond the control of Participant, TriMet, in its sole discretion, may allow Participant to continue to perform under this Contract or may treat the termination as a termination for convenience.



10. Jurisdiction

This Contract shall be governed by the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines, and the parties agree to submit to the jurisdiction and venue of the courts of Multnomah County, Oregon.

11. Compliance with Laws and Nondiscrimination

Participant shall adhere to all applicable federal, state and local laws, regulations and policies, including, but not limited to, equal employment opportunity, nondiscrimination and affirmative action. During the term of this Contract, Participant shall not discriminate against any person because of race, religion, color, sex, sexual orientation, age, national origin, marital status or disability.

12. Credit Investigation

TriMet reserves the right, in its sole discretion, to require at any time during this Contract, that Participant provide a credit report from a TriMet approved credit reporting agency or an audited financial statement in lieu of a credit report. In such event, TriMet will notify Participant of the information required and timelines for submission of the report or statement.

13. Records and Audit

Participant shall maintain proper accounting records relating to this Contract and make such records available to TriMet at its business location at all reasonable times. Participant shall retain and make available such records for the term of this Contract plus six (6) years from its termination or expiration and permit authorized representatives of TriMet to inspect, audit and obtain copies of such records. TriMet may take a physical inventory of fare instruments at Participant's business location(s) upon reasonable advance written notice to Participant and during Participant's regular business hours. Such inventory shall be conducted in a manner not to interfere with the Participant's business operations.

14. No Waiver

TriMet's failure to object to any breach of this Contract shall not constitute a waiver of TriMet's right to object to any additional breach or to require Participant to comply with the terms of this Contract.

15. No Third Party Beneficiary

Participant and TriMet are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly or indirectly, or

otherwise to third persons unless such third persons are individually identified by name herein and expressly described as an intended beneficiary of the terms of this Contract.

16. Execution of Contract

This Contract and any attached exhibits or written modifications thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format date file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

17. Authority

Each party represents that the individual signing below on their respective behalf, is duly authorized by that party to enter into this Contract.

**CLACKAMAS COUNTY BY AND  
THROUGH ITS SOCIAL SERVICES  
DIVISION**

**THE TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON**

By: \_\_\_\_\_  
*signature*

By: \_\_\_\_\_  
*signature*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
*please print*

Name: Bernie Bottomly

Title: \_\_\_\_\_

Title: Executive Director of Public Affairs

Address: \_\_\_\_\_  
\_\_\_\_\_

April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to members enrolled the Oregon Health Plan (OHP)

<b>Purpose/Outcomes</b>	The purpose of this agreement is to provide Behavioral Health Services to Health Share of Oregon members enrolled in the Oregon Health Plan (OHP).
<b>Dollar Amount and Fiscal Impact</b>	The total amount of the agreement is unknown, because the number of clients who will be enrolled in OHP and assigned to Clackamas County Health Centers Division (CCHCD) cannot be projected with certainty. No County General funds are involved.
<b>Funding Source</b>	Health Center Clinics
<b>Duration</b>	January 1, 2018 – December 31, 2018
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	The Board last reviewed and approved this contract on June 23, 2016 agenda item A1.
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	7666_02

**Background**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with Health Share of Oregon for the purpose of providing Behavioral Health Services.

This agreement will allow Health Share to refer their clients enrolled in the Oregon Health Plan (OHP) to CCHCD for treatment services.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized referrals cannot be projected with certainty. No County General Funds are involved. The agreement is effective January 1, 2018 and will continue until terminated. This document was reviewed by County Counsel on April 11, 2018.

**Recommendation**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

## HEALTH SHARE OF OREGON

### FIRST AMENDMENT TO PROVIDER PARTICIPATION AGREEMENT

#7666\_02

This First Amendment to the Provider Participation Agreement (“**Amendment**”) is between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”), and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (“**Provider**”).

#### RECITALS

- A. The parties entered into the following agreement: Provider Participation Agreement dated July 1, 2016 (the “**Agreement**”).
- B. The parties desire to amend the Agreement.

#### AGREEMENT

- 1. **Amendment(s).** The Agreement is amended effective April 15, 2018, as follows:
  - a) The Covered Services and Compensation Addendum for Outpatient Mental Health Services (Case Rate) Youth is replaced with the updated Compensation Addendum for Outpatient Mental Health Services (Case Rate) Youth, effective April 15, 2018, which is attached hereto.
  - b) The Covered Services and Compensation Addendum for Outpatient Mental Health Services (Case Rate) Adult is replaced with the updated Compensation Addendum for Outpatient Mental Health Services (Case Rate) Adult, effective April 15, 2018, which is attached hereto.
- 2. **Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.
- 3. **Signatures.** This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement. At the request of a party, each other party will confirm a fax or PDF transmitted signature page by delivering an original signature page to the requested party.

*[signature page follows]*

**Health Share of Oregon,**  
an Oregon nonprofit corporation

**Clackamas County, signing on  
behalf of the Board:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Richard Swift

Title: \_\_\_\_\_

Title: Director - Health, Housing & Human Services

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

TIN: 936002286

**COVERED SERVICES AND COMPENSATION ADDENDUM**  
**Outpatient Mental Health Services (Case Rate)**  
**Youth**

**A. SERVICE DESCRIPTION**

1. Outpatient mental health services means a publicly or privately operated program as defined in OAR 309-019-0105 (76) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for Members with social, emotional, and/or mental health conditions that impair daily functioning.
2. Outpatient mental health services are designed to quickly promote or restore an individual's previous level of high function/stability, or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited, and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider and Member.
3. Provider shall deliver outpatient mental health services to youth Members under the age of 18 years, or an eligible individual who is determined to be developmentally appropriate for youth services until the age of 21 years, pursuant to OAR 309-019-0105(5, 19).
4. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
5. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable.

6. Provider shall deliver the following outpatient mental health services to Members:

Youth

- Level A
- Level B
- Level C
- Level D Early Childhood
- Level D HBS

7. Provider shall assign Levels of Care (LOC) in accordance with the Health Share of Oregon Regional Practice Guidelines, in effect at the time services are rendered. Provider shall further ensure that all staff are trained on the use of the Practice Guidelines. The Practice Guidelines are available on the Health Share website and incorporated by reference herein. LOC shall be assigned with accuracy and inter-rater reliability.
8. Provider shall ensure Members are receiving the frequency and intensity of service that is clinically indicated by the Member's LOC.
9. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in Regional Access Report included in the Provider Manual.
10. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR 309-019-0150.
11. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) calendar days of hospital discharge.
12. Provider shall improve outcomes through the application of Outcomes Based Care approach(es) as described within the Provider Manual.
13. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
14. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

## B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a case rate, as described in the Regional Mental Health Case Rate Table, attached to this Addendum. Health Share and Provider agree that any changes to the case rate described in the Regional Mental Health Case Rate Table shall be mutually agreed by the parties in writing and that such writing shall be acceptable in electronic format.
2. Case rates will be paid in full at point of first valid encounter only. Any changes to the case rates must be negotiated with Health Share.
3. A regional risk corridor will be calculated to evaluate case rate payments in relation to the fee-for-service equivalent value of the encounterable services. There will be one regional risk corridor effective each Fiscal Year (January 1 through December 31) with an 80% floor and a 125% ceiling. The regional risk corridor will be calculated annually, approximately 180 days following the end of each Fiscal Year, to reflect the activity within that Fiscal Year. Fee-for-Service equivalents are identified on the regional fee schedule. Please note that if a Provider's usual and customary billed rate is lower than Health Share's fee-for-service equivalent, then the Provider's usual and customary billed rate will be used to calculate the risk corridor. Please refer to the Provider Manual and Case Rates technical report manual for more information.
4. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing Level D services through PH Tech.



**COVERED SERVICES AND COMPENSATION ADDENDUM**  
**Outpatient Mental Health Services (Case Rate)**  
**Adult**

**A. SERVICE DESCRIPTION**

1. Outpatient mental health services means a publicly or privately operated program as defined in OAR 309-019-0105 (76) that include a combination of time-limited assessment; individual, family and group therapy; medication management; case management; skills training and/or service coordination for Members with social, emotional, and/or mental health conditions that impair daily functioning.
2. Outpatient mental health services are designed to quickly promote or restore an individual's previous level of high function/stability, or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited, and a Member is transitioned once the Member is able to function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider and Member.
3. Provider shall deliver outpatient mental health services to adult Members 18 years and older and emancipated minors, pursuant to OAR 309-019-0105(6).
4. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
5. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, as applicable.
6. Provider shall deliver the following outpatient mental health services to Members:

Adult
-------

- Level A
- Level A MRDD
- Level B
- Level B SPMI
- Level C
- Level C SPMI
- Level D TAY
- Level D ICM

7. Provider shall assign Levels of Care (LOC) in accordance with the Health Share of Oregon Regional Practice Guidelines, in effect at the time services are rendered. Provider shall further ensure that all staff are trained on the use of the Practice Guidelines. The Practice Guidelines are available on the Health Share website and incorporated by reference herein. LOC shall be assigned with accuracy and inter-rater reliability.
8. Provider shall ensure Members are receiving the frequency and intensity of service that is clinically indicated by the Member's LOC.
9. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in Regional Access Report included in the Provider Manual.
10. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR 309-019-0150.
11. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) calendar days of hospital discharge.
12. Provider shall improve outcomes through the application of Outcomes Based Care approach(es) as described within the Provider Manual.
13. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
14. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

## **B. COMPENSATION AND PAYMENT**

1. Health Share shall reimburse Provider at a case rate, as described in the Regional Mental Health Case Rate Table, attached to this Addendum. Health Share and Provider agree that any changes to the case rate described in the Regional Mental Health Case Rate Table shall be mutually agreed by the parties in writing and that such writing shall be acceptable in electronic format.
2. Case rates will be paid in full at point of first valid encounter only. Any changes to the case rates must be negotiated with Health Share.

3. A regional risk corridor will be calculated to evaluate case rate payments in relation to the fee-for-service equivalent value of the encounterable services. There will be one regional risk corridor effective each Fiscal Year (January 1 through December 31) with an 80% floor and a 125% ceiling. The regional risk corridor will be calculated annually, approximately 180 days following the end of each Fiscal Year, to reflect the activity within that Fiscal Year. Fee-for-Service equivalents are identified on the regional fee schedule. Please note that if a Provider's usual and customary billed rate is lower than Health Share's fee-for-service equivalent, then the Provider's usual and customary billed rate will be used to calculate the risk corridor. Please refer to the Provider Manual and Case Rates technical report manual for more information.
  
4. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing Level D services through PH Tech.

## Regional Mental Health Case Rate Table

Authorization Type	Authorization Period	Initial Authorization Auto-Approve?	Initial Authorization Treatment Registration Form?	Re-authorization Auto- Approve?	Re-authorization Treatment Registration Form?	Retrospective UM chart reviews	Auth Length	Case Rate Payment
Assessment Plus Two	Individualized per member	Yes	N/A	N/A	N/A	N/A	N/A	\$300
Level A Child Global	6 Months	Yes	Yes*	Yes	Yes*	Yes – sample	6 Months	\$650
Level A Adult Global	6 Months	Yes	Yes*	Yes	Yes*	Yes - sample	6 Months	\$650
Level A Adult MRDD Meds Global	1 Year	Yes	Yes*	Yes	Yes*	Yes - sample	1 Year	\$700
Level B Child Global	6 Months	Yes	Yes*	Yes	Yes*	Yes - sample	6 Months	\$1,100
Level B Adult Global	6 Months	Yes	Yes*	Yes	Yes*	Yes – sample	6 Months	\$875
Level B SPMI Global	1 Year	Yes	Yes*	Yes	Yes*	Yes – sample	1 Year	\$1,500
Level C Child Global	6 Months	Yes	Yes*	Yes	Yes*	Yes – sample	6 Months	\$2,550
Level C Adult Global	6 Months	Yes	Yes*	Yes	Yes*	Yes – sample	6 Months	\$1,400
Level C Adult SPMI Global	1 Year	Yes	Yes*	Yes	Yes*	Yes – sample	1 Year	\$3,400
Level D Child Initial HBS Global	3 Months	No	Yes*	N/A	N/A	Yes - sample	3 Months	\$6,030
Level D Child HBS Global	1 Month	No	Yes*	No	Yes**	Yes – sample	1 Month	\$2,010
Level D Adult ICM Global	1 Year	No	Yes***	No	Yes*	Yes – sample	1 Year	\$8,470

\*Treatment Registration Form is a document that must be retained in the client's chart on site and may be reviewed during retrospective chart reviews. The Treatment Registration Form does not replace any existing pre-authorization forms and documents required by each Behavioral Health Plan Partner.

\*\* Level D Child and Family authorizations will be completed by Behavioral Health Plan Partner's Wraparound Care Coordinators

\*\*\* Providers should continue to follow the pre-authorization process for Intensive Case Management (ICM) requests outlined by each Behavioral Health Plan Partner.

CONFIDENTIAL

April 19, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion

<b>Purpose/Outcomes</b>	The purpose of this agreement is to increase new patient numbers, increase the number of visits by CareOregon members, and increase the number of patients receiving dental sealants.
<b>Dollar Amount and Fiscal Impact</b>	CareOregon will pay Clackamas County up to \$2.00 per member per month based on improvement of the stated goals.
<b>Funding Source</b>	Dental Clinics
<b>Duration</b>	January 1, 2018 – December 31, 2018
<b>Previous Board Action</b>	Previous Board Action on April 27, 2017 Agenda item – A2, May 5, 2016 Agenda item – A2
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Deborah Cockrell 503-742-5495
<b>Contract No.</b>	8763

**Background**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for Dental Health Expansion. This agreement is an incentive to increase the number of new members assigned, increase the number of visits by CareOregon members, and increase the number of members receiving dental sealants. CCHCD will implement trauma informed care practices designed to motivate patients to receive dental care. CCHCD will receive up to \$2.00 per member per month (PMPM) based on meeting the improvement goals. CCHCD will also be eligible for additional bonus incentive payment.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. This agreement is effective January 1, 2018 and will terminate on December 31, 2018. The agreement is retro-active due to receiving late from CareOregon. County Counsel has reviewed this Agreement on April 11, 2018.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

**CareOregon**  
**Letter of Agreement**

**#8763**

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County acting on by and through its Health, Housing and Human Services Department, Health Centers Division (Provider) for support of the dental program.

Project: 2018 Dental Program Payment Incentive  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number: 18-0101DA  
CareOregon Contact: Alyssa Franzen  
Phone: 503-416-5908  
E-mail: franzena@careoregon.org

**I. Project Description:**

CareOregon has approved an alternative payment methodology as support for the Provider's dental program to increase member visits and utilization of covered services for calendar year 2018. Increasing member's visits and access to care improves overall quality of dental health. This alternative payment methodology is a per member per month (PMPM) payment based on quality measure improvements, as defined in Exhibit A.

**II. Project Objectives:**

- A. The goal of this initiative is to:
1. Increase number of new patients
  2. Increase number of visits
  3. Increase number of patients to receive dental sealants

**III. Payment and Terms:**

- A. CareOregon will pay Provider up to a maximum of \$2.00 per member per month (PMPM) based on improvement in quality measures and CareOregon obtaining a financial margin, as defined in Exhibit A.
- B. Provider is eligible for an Incentive Payment upon CareOregon obtaining a financial margin, as defined in Exhibit A.
- C. Provider agrees that CareOregon provided funding in association with this Agreement is to be used for Provider dental programs only and Provider will use a maximum of five (5) percent for indirect cost.
- D. Provider agrees to work collaboratively with CareOregon and implement a solution so that service location information is provided on all CCHD American Dental Association (ADA) claim forms submitted to CareOregon by September 30, 2018.
- E. Provider agrees to use payment received from CareOregon on oral health, quality-related activities, working towards improving identified oral health Quality Metrics targets, as defined in Exhibit A or to expand oral health capacity and/or access. Provider will submit a written proposal outlining planned activities for approval prior to the release of the payment.
- F. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly. Monthly data is due on the Monday prior to the third

Wednesday of the month. Submitted data will be calculated during the second week of the month.

- G. Provider agrees to submit a chart audit summary report to CareOregon Dental annually in accordance with the CareOregon Dental Record Documentation Standards policy and procedure. The summary report is due by December 15, 2018 for the 2018 audit year.
- H. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding.

**IV. General Provisions:**

- A. Should Providers participation contract with CareOregon terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. Provider agrees not to disclose the information in this Letter of Agreement and agrees to keep it confidential. Provider agrees that the information in this agreement is proprietary information that represents a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Agreement. Email approval by CareOregon or Provider Contact will suffice as written approval.
- D. CareOregon can terminate the agreement immediately if the safety or health of a member or staff person is threatened. Any remaining balance of the payment disbursed under this agreement at the time of immediate termination will be returned to CareOregon.

Agreed to on behalf of Clackamas County Health Department:

Agreed to on behalf of CareOregon, Inc.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: Richard Swift

Name: Gregory P. Morgan

Title: Director

Title: Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**Quality Measure**  
**2018 Dental Home Payment Model**

**If Provider clinics are eligible, CareOregon will pay a per-member-per month payment (PMPM) and an Incentive Payment contingent on CareOregon, Inc Dental Care Organization having medical loss ratio (medical costs divided by revenue) no more than 85% on risk revenue for calendar year 2018.**

**I. PMPM PAYMENT:**

- A. Each Provider clinic location is eligible for a maximum of \$2 PMPM for January 2018 to December 2018.
  
- B. Provider clinic locations are eligible to earn a percentage towards the maximum \$2PMPM in three (3) categories if improvements meet or exceed improvement targets in Terms Section B below:
  - 1. 30%: Increase in adult (age 21 and older on 12/31/2018) members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
  - 2. 30%: Increase in child (age 0 through 20 on 12/31/2018) members seen vs members assigned during the calendar year; requires 90 days continuous enrollment.
  - 3. 40%: Increase in assigned members ages 6-9 and 10-14 on Dec 31, 2018 to have received a sealant (CPT code D1351) within the clinic during the calendar year; requires 90 days continuous enrollment; excludes school-based dental sealant programs.

**II. Terms of PMPM:**

- A. Membership will be determined by total number of members on the fifteenth (15th) day of the month.
  
- B. An improvement target over 2017 year-end performance, as defined below, is set for each category in Section 1.B above and are measured as follows:
  - 1. Assigned vs Seen Adults (age 21 and older on 12/31/2018):
    - a) 30% of PMPM is allocated if a minimum of 3% over 2017 year-end clinic performance is met.
  - 2. Assigned vs Seen Children (age 1 through 20 on 12/31/2018):
    - a) 30% of PMPM is allocated if a minimum of 3% over 2017 year-end clinic performance is met, with a benchmark of 58%.
  - 3. Dental Sealants:
    - a) 40% of PMPM is allocated for reaching an improvement target of 3% over 2017 year-end clinic performance, with a benchmark of 25%.

## **II. Incentive Payment:**

- A. A payment of \$500 for each Department of Human Services child to receive a dental assessment within 60 days (meets OHA metric). This excludes children who meet metric on claims in the prior 30 days.
- B. A payment of \$100 for each member provided to the clinic for care coordination that complete a visit within its classification timeframe

Classifications and timeframes include:

- 1. Medicare/Medicaid dual eligible members – visit within calendar year
- 2. Pregnancy – visit within 9 months prior to delivery
- 3. Routine care requests – visit within 60 days of notification
- 4. PreManage/Urgent – visit within 30 days of ED visit/notification



DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and  
TriMet for Maintenance of the Portland-Milwaukie Light Rail (PMLR) Project Facilities

<b>Purpose/Outcomes</b>	To assign permanent maintenance responsibilities for areas that were improved as part of the PMLR project.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite
<b>Previous Board Action</b>	Continuing Control Agreement – December 12, 2013
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities. Build public trust through good government.
<b>Contact Person</b>	Dan Johnson, Director, DTD – 503-742-4325 Nate Boderman, Assistant County Counsel – 503-655-8364

**BACKGROUND:**

The Portland-Milwaukie Light Rail (PMLR) project, also known as the MAX Orange Line, extended light rail service from downtown Portland south 7.3 miles to Park Avenue in unincorporated Clackamas County.

Though TriMet's project primarily focused on construction of the rail line, there are associated non-rail improvements constructed by the project which fall outside of the scope of maintenance responsibility for the agency. The purpose of this agreement is to describe and agree to the respective maintenance responsibilities for the areas that were improved as part of the PMLR project. This agreement establishes the roles and responsibilities of each party as it pertains to the maintenance of the various elements that make up the PMLR project.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve authorize the Board Chair to sign the intergovernmental agreement between the County and TriMet.

Respectfully submitted,

Dan Johnson, Director  
Department of Transportation and Development

Attachment

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY AND TRIMET  
FOR MAINTENANCE OF PORTLAND-MILWAUKIE  
LIGHT RAIL PROJECT FACILITIES**

TriMet Contract No. GC180808LE

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), a mass transit district, and CLACKAMAS COUNTY, a political subdivision of the State of Oregon, acting by and through its Department of Transportation and Development ("County") (each a "Party" and collectively the "Parties") on this the \_\_\_ day of \_\_\_\_\_, 2018.

**RECITALS**

1. Pursuant to ORS Chapters 190 and 366, the Parties have the authority to enter into this Agreement.
2. TriMet and the County were partners in constructing the Portland-Milwaukie Light Rail ("PMLR") Project ("Project") from downtown Portland to unincorporated Clackamas County, as shown on Exhibit A and defined in Exhibit B, both of which are attached hereto and incorporated herein by this reference.
3. Construction of the Project began in March 2011 and was substantially complete in June of 2015. The Project became fully operational in September 2015.
4. The Parties now desire to describe and agree to their respective permanent maintenance responsibilities in public right-of-way ("ROW") affected by the Project.

**NOW, THEREFORE**, the Parties hereto desire to further define the Maintenance responsibilities for the portions of the Portland-Milwaukie Light Rail Project located within the limits of unincorporated Clackamas County.

**ARTICLE I  
DIVISION OF MAINTENANCE RESPONSIBILITY**

1. Definitions. Except as otherwise stated, all capitalized terms have the meaning described in Exhibit B.
2. General Maintenance and Repair Responsibilities. Except as expressly set forth in this Agreement, TriMet's Maintenance responsibilities generally extend to all Light Rail improvements and Project features located within the LRT ROW. The County shall generally be responsible for all Street right-of-way features outside of the LRT ROW, except as otherwise provided herein. Exhibits C – J, which are attached hereto and incorporated herein by this reference, represent a list of PMLR

TriMet/Clackamas County  
Portland-Milwaukie Light Rail Project Maintenance Agreement

assets requiring maintenance, and the Parties agree to perform their maintenance responsibilities as further elaborated in this Agreement. Except as expressly set forth in this Agreement, the Parties have no intention to transfer any County or private party Maintenance obligation that was established prior to this Agreement to TriMet, or any TriMet Maintenance obligation that was established prior to this Agreement to County.

3. Parties' Maintenance Responsibilities. Each Party's specific Maintenance responsibilities are set out in the drawings attached hereto as Exhibits C – J. Each Party shall perform any and all Maintenance work associated with a Project element set out in Exhibits C - J for which that Party is responsible. When there is a conflict between the general description of the maintenance obligations set forth in the body of the Agreement and the specific depiction of the maintenance obligations set forth in the Exhibits, the depiction in the Exhibits shall control.

#### 4. TRIMET OBLIGATIONS

- A. Maintenance, Inspection and Repair within the LRT ROW: Unless otherwise set out in Exhibits C – J, TriMet's Maintenance responsibilities generally include elements in the LRT ROW, such as Structures (not including the pedestrian bridge over Kellogg Lake, which is the responsibility of the City of Milwaukee), chain link, bollard, and cable fences; track bed and track; traction electrification and catenary system, traction electrification substation buildings, signals, communications equipment, and buildings; grade-crossing panels, including, but not limited to, paving within nine (9) feet of track centers and pavement between crossing panels; crossing gates, signals, warning lights, and grade crossing lighting (shoe box); pedestrian lighting on LRT ROW as defined in Exhibit B; Light Rail related signs, striping, and lighting; Station platforms, other platform furnishings, and passenger shelters; and pedestrian access, including sidewalk connections to and from Station platforms, and curb ramp detectable warnings; drainage facilities, including open ditches, ditch inlets, drainage pipes, catch basins, and clean-out of water quality facilities and manholes; and litter and graffiti removal. It also includes necessary support structures such as retaining walls, drainage, embankments, and related items, even if outside or beyond the LRT ROW.
- B. Park and Rides and Station Areas: TriMet will be responsible for maintenance of light rail park and rides and station areas, including but not limited to, the Park Avenue light rail parking structure and the station area. TriMet will be responsible for repairing any damage to adjacent County facilities caused by TriMet vehicles or maintenance equipment, or TriMet employees, agents, contractors, subcontractors, or consultants.

#### 5. COUNTY OBLIGATIONS

- A. Public Roads: The County shall have full Maintenance responsibility for County roads, including, but not limited to the following:
  - a. Any pedestrian crossing islands constructed as part of the Project ("Islands") in County-maintained right-of-way;

- b. All non-Light Rail-specific traffic signals in County-maintained right-of-way;
  - c. All non-Light Rail-specific Roadway lighting in County-maintained right-of-way.
- B. County Facilities: The County shall have full Maintenance responsibility for County facilities including railings, pavements, guardrails and barriers, shoulders, sidewalks, traffic signals and storm drainage. Such maintenance shall include, but is not limited to inspection, structural repairs, and railing repair.
- C. Lighting: The County shall maintain all roadway (except as may be provided in Exhibits C – J at light rail station areas), and interchange lighting required for the County road system.
- D. Graffiti Removal: The County will be responsible for removing graffiti from all facilities that are the County’s responsibility under Exhibits C - J.
- E. All roadway traffic control devices for County roads, including signage, striping, and markings, (all devices regulated via the Manual on Uniform Traffic Control Devices) are the responsibility of the County regardless of the location of the device. If the device is located within TriMet LRT ROW, the County must comply with Paragraph 11, below, for access.
6. Obligations of Third Parties
- A. Retaining Walls on Private Property: Retaining walls built on private property as part of the Project will be the responsibility of the property owner.
- B. Sidewalks, Planter Strips, and Street Trees: Sidewalks, Planter Strips, and Street Trees are the responsibility of the adjacent private property owner, as set out in Clackamas County Code Sec. 7.03.090 and ORS 368.910.
- C. Wall Maintenance: ODOT is responsible for maintenance of the wall shown at Drawing Number S15E-840-A, as shown in Exhibit D. County hereby authorizes ODOT to enter onto County property for the purposes of meeting ODOT’s repair and maintenance obligations related to the wall.
7. General Cooperation for Facilities: In the event either Party engages in any Maintenance action that impacts Light Rail, Roadway operation, or any of the other Party's operating facilities, the applicable Party shall assign the highest priority to the restoration of such facilities.
8. Other Maintenance Agreements: The County has entered into another agreement related to maintenance of the PMLR Project, as follows:
- Memorandum of Understanding Between the County and the City of Milwaukie for Traffic Signal Maintenance for 21<sup>st</sup> Avenue at Adams Street and 21<sup>st</sup> Avenue at Washington Street

This agreement is listed here for ease of reference, but it is a separate agreement that is governed by its own terms.

9. Financial Reimbursement for Extraordinary Maintenance Conditions: Each Party agrees to make every reasonable effort to accommodate the other in the accomplishment of Maintenance activities contemplated by this Agreement. In the event both Parties identify an Extraordinary Maintenance Condition, and subject to the availability and appropriation of funds, the County's Director of the Clackamas County Department of Transportation and Development and the TriMet Light Rail Manager of Maintenance of Way may negotiate reasonable reimbursement for such extraordinary work, which shall then be memorialized in a Memorandum of Understanding, amendment to this Agreement, or Intergovernmental Agreement. This paragraph is not intended to entitle either Party to payment from the other for performing its obligations under this Agreement.
10. Party Representatives: The representatives of the Parties for routine correspondence and notices with regard to the obligations set forth in this Agreement will be:

If to TriMet:

Manager, Maintenance of Way  
Ruby Junction Rail Operations Center  
2222 N.W. Eleven-Mile Avenue  
Gresham, OR 97030  
(503) 661-8150

If to County:

Clackamas County Department of Transportation and Development  
Attn: Development Agency Manager  
150 Beavercreek Road  
Oregon City, Oregon 97045

Routine correspondence or notices should be sent in a way intended to provide notice as soon as possible under the circumstances, and can be either verbal or written. The Party Representatives shall use good faith efforts to confirm verbal notice or communication with written communication.

11. Access:

- A. Access to TriMet Trackway: County personnel must not access the TriMet LRT ROW without TriMet permission, except in an Emergency. Required access to any County structures or right of way or features of shared responsibility within the LRT ROW must be coordinated with TriMet to assure the safety of personnel and coordination with passage of light rail trains. All maintenance and operation of light rail is to be accomplished from within light rail trackway as delineated in the Continuing Control Permit between the Parties, executed on December 12, 2013. All access to TriMet light rail trackway by the County or

third parties acting for the County must be coordinated through TriMet's Track Access Permit process.

- B. Clackamas County does hereby allow TriMet and its contractors and invitees, including ODOT, the right to enter onto County property as follows:

SE McLoughlin Blvd Wall: ODOT is providing Maintenance for the retaining wall on the east side of SE McLoughlin Blvd that supports the sidewalk approximately 350 feet north of SE Park Avenue next to Linden Creek. In order to access the wall, ODOT must cross County property. The County hereby grants TriMet and ODOT the right to cross County property for this purpose.

- C. As a courtesy, each Party shall contact the other if working near operating right of way. TriMet contact is Rail Control at 503-962-6262. The County contact is the Transportation Maintenance Department at 503-557-6391.

## ARTICLE II GENERAL PROVISIONS

1. Relationship of the Parties. Each of the Parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party may be deemed to be an employee, agent or contractor of the other Party for any purpose. Nothing herein is intended, nor may it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
2. Workers' Compensation. All employers, including the County, TriMet, contractors, and subcontractors, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. TriMet and the County shall ensure that each of its subcontractors complies with these requirements.
3. Indemnification. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each Party shall indemnify, within the limits of the Tort Claims Act, the other Party against liability for damage to life or property arising from the indemnifying Party's own activities under this Agreement, provided that a Party will not be required to indemnify the other Party for any such liability arising out of the wrongful acts of employees or agents of that other Party.

Notwithstanding the foregoing defense obligations under the paragraph above, neither Party nor any attorney engaged by either Party may defend any claim in the name of the other Party or any department or division of such other Party, nor purport to act as legal representative of the other Party or any of its agencies, departments, or divisions, without the prior written consent of the



legal counsel of such other Party. Each Party may, at any time, assume its own defense and settlement in the event that it determines that the other Party is prohibited from defending it, or that other Party is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the Party to do so. Each Party reserves all rights to pursue any claims it may have against the other if it elects to assume its own defense.

4. No Third Party Beneficiary. Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or may be construed to give or provide any benefit, direct, indirect or otherwise to any third parties unless such third party is expressly described as an intended beneficiary under this Agreement.
5. Duration of Agreement. This Agreement shall be in full force and effect upon signatures of both Parties to this Agreement until this Agreement is terminated as provided by law or by the terms of this Agreement.
6. Entire Agreement; Modification; Waiver. This Agreement and attached exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. 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 instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.
7. Laws and Regulations. The Parties agree to abide by all laws and regulations applicable to this Agreement.
8. Dispute Resolution. Any dispute of the Parties relating to interpretation or enforcement of the provisions of this Agreement shall be resolved in accordance with the provisions of this Paragraph.
  - A. Authorized Representatives. If a controversy, dispute or claim should arise, the Party Representatives will meet at least once to attempt to resolve the matter. Either Party Representative may request the other to meet within 14 days, at a mutually agreed time and place.
  - B. Senior Executives. If the matter has not been resolved within 20 days of their first meeting, the Party Representatives shall refer the matter to senior department or bureau executives, who shall have authority to settle the dispute. The Senior Executives shall meet within 14 days of the end of the 20 day period referred to in this paragraph. If the Senior Executives agree that it will be useful, they may prepare and exchange memoranda stating the issues in dispute and their positions, summarizing the negotiations that have taken place and attaching relevant documents.
  - C. Mediation/Litigation. If the matter has not been resolved within 30 days of the meeting of the senior executives, the Parties will attempt in good faith to resolve the controversy or

claim by mediation. If the Parties cannot agree on the timing or procedure of the mediation or the mediator within 30 days after the meeting of the senior executives, either Party shall have the right to seek any legal remedies available to the aggrieved Party.

9. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof. Any litigation between the County and TriMet arising from this Agreement or out of work performed pursuant to this Agreement must occur, if in the state courts, in the Clackamas Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.
10. Access to and Inspection of Records. Each of the Parties has the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Party as it deems necessary for review of the other Party's obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party.
11. Successors/No Assignment. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.
12. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless will remain in full force and effect and the offending provision will be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.
13. Interpretation of Agreement. This Agreement may not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.
14. Termination. This Agreement may be terminated by mutual consent of both Parties. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, under any of the following conditions:
  - A. If a Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - B. If a Party fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the other Party fails to correct such failures within ten (10) days or such longer period may be agreed upon by the Parties.
  - C. If a Party fails to provide payment of its share of the cost of the Project.

D. Any termination of this Agreement must not prejudice any rights or obligations accrued to the Parties prior to termination.

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

16. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

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

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT  
OF OREGON

CLACKAMAS COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
Executive Director

By \_\_\_\_\_  
Chair, Board of County Commissioners

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY

APPROVAL RECOMMENDED

By \_\_\_\_\_  
TriMet Legal Department

By \_\_\_\_\_  
Clackamas County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

Exhibit List

Exhibit A – Project Alignment

Exhibit B – Abbreviations and Definitions

Exhibit C – Lighting Responsibility Color Coded Drawings

Exhibit D – Walls, Fencing, & Amenities Responsibility Color Coded Drawings

Exhibit E – Landscaping Responsibility Color Coded Drawings

Exhibit F – Signage and Pavement Markings Color Coded Drawings

Exhibit G – Traffic Signals Color Coded Drawings

Exhibit H – Utilities Color Coded Drawings

Exhibit I – Asphalt and Concrete Color Coded Drawings

Exhibit J – TriMet Systems Color Coded Drawings



**COPY**

**SCOTT CAUFIELD, MANAGER**  
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Commission:

**A BOARD ORDER APPROVING SOLID WASTE MANAGEMENT FEE  
ADJUSTMENTS**

<b>Purpose/Outcomes</b>	A Board Order approving Solid Waste Management fee adjustments for collection service and at the County owned transfer station.
<b>Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Subject to Annual Review
<b>Previous Action</b>	Solid Waste Commission approval on April 2, 2018.
<b>Strategic Plan Alignment</b>	Build public trust through good government and ensure safe, healthy and secure communities
<b>Contact Person</b>	Rick Winterhalter, Sr. Sustainability Analyst DTD RC&SW 503-742-4466
<b>Contract No.</b>	N/A

**EXECUTIVE SUMMARY:**

The County's collection system (and others across the state) has been impacted by an increase in the cost to process recyclables. Costs to process recyclables have increased 300-500% above the cost reflected in our current fees, and are expected to remain at this level for the time being.

**The Typical Fee Review Process**

The Resource Conservation & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Solid Waste Collection System. This includes an annual review of the financial and production records of the eight solid waste collection companies currently a part of Clackamas County's franchised system. The purpose of the review is to ensure that solid waste collection services are provided safely and cost-effectively while supporting the benefits of recovering materials. The review is used to establish the fees charged for the services required by the County and ensure a fair return to the collectors. The process is assisted by a certified public accountant to review and analyze franchisee financial records.

Historically the County has recognized the administrative and strategic value of an annual review, coupled with annual adjustments as necessary, to keep fees and real costs aligned. This governance model typically prevents large and unexpected increases that result from a less frequent review. Adjustments have taken the form of fee increases, additional collection services, or a combination.

The County franchise system is divided into four fee zones: 1) Urban; 2) Rural; 3) Distant Rural and 4) Mountain. Zones differ by services offered (curbside yard debris service is not offered outside the Urban zone) and the distances between customers and from disposal sites.

The current fees for residential and commercial services were adopted by the Board and made effective July 1, 2016. The current drop box fees were adopted July 1, 2017.

### **Recycling Markets' Impact on Processing Costs**

Over the last 20 years, China has become the world's largest importer of recycled paper and plastics – including from the West Coast. Historically, Chinese buyers have purchased materials with higher levels of contamination (undesired materials mixed in the commodity being sold) and at higher prices than U.S. domestic markets. In Oregon, curbside recycling has approximately 8-13 percent contamination, which recycling processors sort to a lower percentage, bale, and ship.

Though Chinese restrictions on recycling date to 2013, the government's recent "National Sword" initiative has severely restricted their import of recyclable materials. The Chinese government banned unsorted post-consumer plastics and paper in 2018, and established a strict limit of contaminants of 0.5 percent on sorted paper. China's stated reasons include the contaminants present; pollution from their older processing plants; their labor force's health and safety; and the desire to develop their own domestic recycling system.

China's ban has disrupted recycling worldwide and in Oregon. Reaching the new 0.5 percent contamination standard is nearly impossible with existing processing infrastructure.

In response, the material recovery facilities (MRFs) have incurred significant costs to improve the quality of their sorting and to find alternative markets for the material, costs which are passed on to collectors. MRFs are also seeking 'concurrence' from the DEQ to dispose of certain materials, much of which has never been accepted as recyclable, but which were previously considered acceptable contaminants.

### **Untypical Process**

This year's review is not typical. On March 20<sup>th</sup> staff requested and received direction from the Board of County Commissioners to expedite this year's review to have an effective date of May 1, 2018. The estimated increases presented to the Board have changed slightly based on the reported information received from the collectors.

### **Our Local Situation**

The immediate effect on the County's collection system has been an increase in processing costs beginning in September, reaching 375-400% above the cost reflected in our current fees. Costs are expected to remain at this level for the time being. Typically cost increases are gradual enough to absorb them in each review of the prior 12 months of costs. These recent costs are unanticipated and rose quickly. Although our collection companies have limited ability to 'shop' for the best processing price, MRFs have increased costs across the board or restricted access, to varying degrees. Thus, collectors face a large gap between their costs and existing revenue from fees.

The option to dispose of more recyclables is unattractive because disposal is equally expensive and does not offer the economic and environmental benefits derived from returning these materials to the stream of commerce.

Another option is to consider accelerating a potential fee increase to reflect known costs. The traditional date for approved increases to take effect is July 1.

While the full annual review is not complete, we have reviewed the impact of increased processing costs, and known contractual increases in labor and disposal for the coming year. The Metro Council had their first hearing on March 15<sup>th</sup> of a recommended 2.6% increase in the cost of disposal (\$2.50 per ton) effective July 1, 2018. (*Metro Fee draft report attached.*) Labor costs are expected to rise by 4%.

Reflecting known costs would result in an estimated increase of approximately \$2.50 to the monthly fee for a residential 35 gallon cart in the urban fee zone (from \$30.05/month), and \$1.50 per yard for urban commercial customers with container service (see Container Service table below). The rural zones would increase \$3.00 for a residential 35 gallon cart and container service would increase by \$2.00. All other fees would increase similarly.

The following tables are illustrative of the changes to fees if the estimates above are accepted. The 32-35 gallon can/cart is the predominant service level and the other fees will increase commensurately.

Recent History of 32-Gallon Cart / Can Fees								
	2011	2012	2013	2014	2015	2016	2017	Proposed
<b>Urban</b>	\$28.20	\$28.65	\$28.90	\$28.90	\$29.96	\$30.05	\$30.05	\$32.55
<b>Rural</b>	24.85	25.30	25.60	25.60	26.25	26.35	26.35	29.35
<b>Distant Rural</b>	29.80	30.35	30.60	30.60	31.20	31.35	31.35	34.35
<b>Mountain</b>	31.05	31.60	31.85	31.85	32.45	32.60	32.60	35.60

<b>Container Service</b>	<b>2 yard container 2 x per week</b>	
<b>Fee Zone</b>	<b>2017</b>	<b>Proposed</b>
Urban	\$309.76	\$ 335.74
Rural	\$360.11	\$ 394.75
Distant Rural	\$392.39	\$ 427.03
Mountain	\$468.60	\$ 503.24

Staff is also working with the DEQ and local government partners to address these problems in the short and long term. At the local level, we are increasing efforts to educate our customers about materials that don't belong in recycling—this can help mitigate processing costs. For example, we are piloting a 'cart-tagging' project to provide individual household-level feedback reminding customers how to recycle well. State and regional level discussions have turned to long-term options to invest in better processing systems, identify policies that can support the market for

recycled materials, and encourage more domestic processors for a more resilient system that supports more local jobs. This would help counteract the decline in domestic markets—for example as seen in the closure of paper mills—that has been observed in parallel with increased reliance on China.

**FINANCIAL IMPLICATIONS:**

Regardless of the timing, the County's normal review and fee adoption process would result in residential customers and businesses with container and cart service to experience an increase in their garbage and recycling collection fees. Customers using drop box services would not experience an increase. The County's franchise fee revenue would increase slightly.

**SOLID WASTE COMMISSION**

The Solid Waste Commission met on April 2, 2018, heard this presentation and recommended the Board of County Commissioners adopt the attached fee schedule.

**RECOMMENDATION:**

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedule as presented in Exhibit A effective May 1, 2018.

Sincerely,

Scott Caufield  
Resource Conservation & Solid Waste Manager

**Attachments**

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or [rickw@clackamas.us](mailto:rickw@clackamas.us).



## Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: May 1, 2018

U R B A N	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	Weekly Pick Up <sup>1</sup> - one cart each for garbage, yard debris and recycling				
	20 gallon cart/can		\$ 28.65		\$ 32.15
	35 gallon cart/can		\$ 32.55		\$ 36.05
	60 gallon cart		\$ 42.05		N/A
	90 gallon cart		\$ 49.00		N/A
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	Occasional extra yard debris - 35 gallon			\$ 3.00	
	Monthly Pick Up <sup>4</sup> - one cart/can of garbage; weekly recycling included				
	35 gallon cart/can		\$ 15.35		\$ 16.25
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	On-Call Pick Up <sup>4</sup> - one cart/can of garbage				
	35 gallon cart/can			\$ 14.65	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$ 7.20		N/A
	Yard debris subscription <sup>3</sup> - weekly		\$ 5.70		N/A
	Yard debris Permanent 2nd Cart		\$ 4.25		N/A
	Distance fees		Table 2		
	Terrain fee		\$ 3.65		
	<b>Multifamily Service</b> - for shared containers see commercial fees.				
	Weekly Pick Up <sup>1</sup> - one cart/can of garbage and recycling				
	Central billing		20 gallon	\$ 24.15	\$ 26.15
			35 gallon	\$ 28.05	\$ 30.05
	Individual billing		20 gallon	\$ 25.75	\$ 27.75
			35 gallon	\$ 29.65	\$ 31.65
	Occasional extra garbage - 35 gallon			6.05	\$ 6.85
	Bulky waste - furniture, appliances etc.			Table 1	
	<b>Additional fees - see Tables 1 and 2</b>				

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

<sup>3</sup> Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

<sup>4</sup> Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: May 1, 2018

U R B A N	<b>Commercial Containers</b> weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	Add'l	1 1/3	Add'l	1.5	Add'l
	1	\$102.18	\$87.74	\$126.89	\$108.73	\$135.29	\$117.14
	2	\$196.62	\$169.39	\$246.06	\$212.33	\$262.84	\$226.85
	3	\$291.07	\$249.61	\$365.20	\$314.91	\$390.40	\$337.09
	4	\$385.51	\$332.70	\$484.36	\$418.11	\$517.93	\$446.55
	5	\$479.96	\$412.91	\$603.53	\$520.71	\$645.48	\$559.65
	6	\$574.40	\$495.18	\$722.69	\$622.61	\$773.03	\$668.52
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	Add'l	3	Add'l	4	Add'l
	1	\$171.74	\$148.64	\$234.60	\$203.66	\$299.62	\$262.08
	2	\$335.74	\$291.47	\$456.75	\$397.42	\$586.81	\$513.03
	3	\$499.75	\$433.50	\$678.91	\$591.82	\$874.00	\$763.14
	4	\$663.75	\$573.18	\$901.06	\$788.27	\$1,161.19	\$1,010.65
	5	\$827.77	\$720.25	\$1,123.23	\$981.08	\$1,448.37	\$1,264.72
	6	\$991.77	\$860.51	\$1,345.37	\$1,170.59	\$1,735.56	\$1,515.10
	Stops/ Week	Monthly fee for container size in cubic yards					
		5	Add'l	6	Add'l	8	Add'l
	1	\$362.31	\$337.56	\$417.93	\$389.46	\$517.40	\$484.39
2	\$711.00	\$662.21	\$822.24	\$767.43	\$1,021.19	\$955.84	
3	\$1,059.70	\$984.71	\$1,226.54	\$1,139.11	\$1,524.97	\$1,427.49	
4	\$1,408.37	\$1,308.88	\$1,630.85	\$1,517.31	\$2,028.76	\$1,897.15	
5	\$1,757.08	\$1,636.01	\$2,035.17	\$1,895.13	\$2,532.55	\$2,359.83	
6	\$2,105.76	\$1,965.71	\$2,439.48	\$2,266.76	\$3,036.34	\$2,835.46	
<b>Commercial Carts/Cans<sup>1</sup></b> - monthly fee; weekly recycling included							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
35 gallon cart/can				\$28.60	\$55.00	\$24.40	
60 gallon cart				\$40.00	N/A	N/A	
90 gallon cart				\$42.85	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
<b>Two Stops per Week</b>							
35 gallon cart/can - 2 stops/wk				\$56.60	\$108.90	\$25.05	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Additional fees may apply - see Tables 1, 2 & 3							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: May 1, 2018

<b>R U R A L</b>	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	20 gallon cart/can		\$25.48		\$28.98
	35 gallon cart/can		\$29.35		\$32.85
	60 gallon cart		\$40.75		N/A
	90 gallon cart		\$46.45		N/A
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	<b>Monthly Pick Up<sup>3</sup> - one cart/can garbage; weekly recycling included</b>				
	35 gallon cart/can		\$15.75		\$16.65
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
	<b>On-Call Pick Up<sup>3</sup> - one cart/can of garbage</b>				
	35 gallon cart/can			\$14.90	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$9.85		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$23.90		\$25.90
		35 gallon	\$27.75		\$29.75
	Individual billing	20 gallon	\$25.48		\$27.48
		35 gallon	\$29.35		\$31.35
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90
Bulky waste - furniture, appliances etc.			Table 1		
<b>Additional fees may apply - see Tables 1 and 2</b>					

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House service is when garbage carts/cans are picked up at house instead of roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

<sup>3</sup> Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: May 1, 2018

<b>R U R A L</b>	<b>Commercial Containers</b> weekly recycling included						
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
		<b>1</b>	<i>Add'l</i>	<b>1 1/3</b>	<i>Add'l</i>	<b>1.5</b>	<i>Add'l</i>
	1	\$116.88	\$ 112.18	\$ 144.27	\$ 139.11	\$ 160.56	\$ 154.92
	2	\$224.35	\$ 215.75	\$ 278.31	\$ 269.01	\$ 309.83	\$ 299.73
	3	\$331.73	\$ 319.33	\$ 412.28	\$ 398.83	\$ 459.25	\$ 444.60
	4	\$439.20	\$ 422.95	\$ 546.39	\$ 528.74	\$ 608.55	\$ 589.35
	5	\$546.58	\$ 526.53	\$ 680.40	\$ 658.55	\$ 757.81	\$ 734.26
	6	\$663.50	\$ 638.75	\$ 824.60	\$ 797.71	\$ 918.37	\$ 889.12
	<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>					
<b>2</b>		<i>Add'l</i>	<b>3</b>	<i>Add'l</i>	<b>4</b>	<i>Add'l</i>	
1	\$203.80	\$ 197.35	\$ 288.83	\$ 280.83	\$ 372.80	\$ 363.35	
2	\$394.75	\$ 383.10	\$ 561.70	\$ 547.35	\$ 726.79	\$ 709.84	
3	\$585.50	\$ 568.65	\$ 834.57	\$ 813.72	\$ 1,080.79	\$ 1,056.34	
4	\$776.29	\$ 754.24	\$ 1,107.44	\$ 1,080.29	\$ 1,434.79	\$ 1,402.84	
5	\$967.19	\$ 939.89	\$ 1,380.27	\$ 1,346.42	\$ 1,788.72	\$ 1,749.17	
6	\$1,170.99	\$ 1,137.29	\$ 1,669.08	\$ 1,627.53	\$ 2,161.62	\$ 2,112.47	
<b>Stops/ Week</b>	<b>Monthly fee for container size in cubic yards</b>						
	<b>5</b>	<i>Add'l</i>	<b>6</b>	<i>Add'l</i>	<b>8</b>	<i>Add'l</i>	
1	\$455.63	\$ 444.88	\$ 540.40	\$ 528.05	\$ 701.59	\$ 686.89	
2	\$889.79	\$ 870.42	\$ 1,056.19	\$ 1,034.19	\$ 1,374.29	\$ 1,348.19	
3	\$1,323.92	\$ 1,295.92	\$ 1,571.88	\$ 1,540.23	\$ 2,046.92	\$ 2,009.42	
4	\$1,758.12	\$ 1,721.52	\$ 2,087.62	\$ 2,046.37	\$ 2,719.51	\$ 2,670.61	
5	\$2,192.20	\$ 2,147.00	\$ 2,603.37	\$ 2,552.47	\$ 3,392.21	\$ 3,331.81	
6	\$2,647.82	\$ 2,591.87	\$ 3,142.86	\$ 3,079.66	\$ 4,093.80	\$ 4,018.80	
<b>Commercial Carts/Cans<sup>1</sup> - monthly fee; weekly recycling included</b>							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
35 gallon cart/can				\$ 29.35	\$ 57.30	\$ 27.10	
60 gallon cart				\$ 40.75	N/A	N/A	
90 gallon cart				\$ 46.45	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$ 5.25	
<b>Two Stops per Week</b>							
35 gallon cart/can - 2 stops/wk				\$ 57.95	\$ 113.15	\$ 25.80	
Occasional extra garbage - 35 gallon				N/A	N/A	\$ 5.25	
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: May 1, 2018

<b>D I S T R I B U T I O N  R U R A L</b>	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	20 gallon cart/can		\$30.20		\$33.70
	35 gallon cart/can		\$34.35		\$37.85
	60 gallon cart		\$44.60		N/A
	90 gallon cart		\$50.35		N/A
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	<b>Monthly Pick Up<sup>3</sup> - one cart/can; weekly recycling included</b>				
	35 gallon cart/can		\$17.40		\$18.30
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	<b>On-Call Pick Up<sup>3</sup> - one cart/can of garbage</b>				
	35 gallon cart/can			\$15.35	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$10.05		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$28.60		\$30.60
		35 gallon	\$32.75		\$34.75
	Individual billing	20 gallon	\$30.20		\$32.20
		35 gallon	\$34.35		\$36.35
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	Bulky waste - furniture, appliances etc.			Table 1	
	<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>				

<sup>1</sup>Greater than one cart/can per week, use multiples of single cart/can fee.

<sup>2</sup> At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

**Exhibit A**

Effective: May 1, 2018

<b>D I S T A N T  R U R A L</b>	<b>Commercial Containers</b> includes weekly recycling						
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>1</b>	<b>Add'l</b>	<b>1 1/3</b>	<b>Add'l</b>	<b>1.5</b>	<b>Add'l</b>
	1	\$131.14	\$ 126.44	\$ 160.52	\$ 155.36	\$ 177.84	\$ 172.19
	2	\$244.62	\$ 236.02	\$ 302.58	\$ 293.28	\$ 336.10	\$ 326.00
	3	\$358.00	\$ 345.60	\$ 444.55	\$ 431.10	\$ 494.54	\$ 479.89
	4	\$471.48	\$ 455.23	\$ 586.66	\$ 569.01	\$ 652.85	\$ 633.65
	5	\$584.87	\$ 564.82	\$ 728.68	\$ 706.83	\$ 811.13	\$ 787.58
	6	\$707.80	\$ 683.05	\$ 880.88	\$ 853.98	\$ 980.69	\$ 951.44
	<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>					
		<b>2</b>	<b>Add'l</b>	<b>3</b>	<b>Add'l</b>	<b>4</b>	<b>Add'l</b>
	1	\$224.07	\$ 217.62	\$ 315.10	\$ 307.10	\$ 405.08	\$ 395.63
	2	\$427.03	\$ 415.38	\$ 606.00	\$ 591.65	\$ 783.10	\$ 766.15
	3	\$629.80	\$ 612.95	\$ 896.89	\$ 876.04	\$ 1,161.14	\$ 1,136.69
	4	\$832.60	\$ 810.55	\$ 1,187.79	\$ 1,160.64	\$ 1,539.17	\$ 1,507.22
	5	\$1,035.52	\$ 1,008.22	\$ 1,478.64	\$ 1,444.79	\$ 1,917.13	\$ 1,877.58
6	\$1,251.34	\$ 1,217.64	\$ 1,785.47	\$ 1,743.92	\$ 2,314.06	\$ 2,264.91	
<b>Stops/ Week</b>	<b>Monthly fee based on size in cubic yards</b>						
	<b>5</b>	<b>Add'l</b>	<b>6</b>	<b>Add'l</b>	<b>8</b>	<b>Add'l</b>	
1	\$493.92	\$ 483.17	\$ 584.70	\$ 572.35	\$ 757.90	\$ 743.20	
2	\$958.12	\$ 938.75	\$ 1,136.54	\$ 1,114.54	\$ 1,478.67	\$ 1,452.57	
3	\$1,422.29	\$ 1,394.29	\$ 1,688.27	\$ 1,656.62	\$ 2,199.36	\$ 2,161.86	
4	\$1,886.53	\$ 1,849.93	\$ 2,240.06	\$ 2,198.81	\$ 2,920.02	\$ 2,871.12	
5	\$2,350.65	\$ 2,305.45	\$ 2,791.86	\$ 2,740.96	\$ 3,640.78	\$ 3,580.38	
6	\$2,836.31	\$ 2,780.36	\$ 3,367.40	\$ 3,304.20	\$ 4,390.43	\$ 4,315.43	
<b>Commercial Carts/Cans<sup>1</sup> - monthly fee; weekly recycling included</b>							
				<b>One</b>	<b>Two</b>	<b>Each</b>	
<b>One Stop per Week</b>				<b>cart/can</b>	<b>carts/cans</b>	<b>additional</b>	
35 gallon cart/can				\$34.35	\$68.00	\$33.35	
60 gallon cart				\$44.60	N/A	N/A	
90 gallon cart				\$50.35	N/A	N/A	
Occasional extra garbage- 35 gallon				N/A	N/A	\$6.00	
<b>Two Stops per Week</b>							
35 gallon cart/can - 2 stops/wk				\$68.00	\$134.55	\$32.75	
Occasional extra garbage - 35 gallon				N/A	N/A	\$6.00	
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>							

<sup>1</sup>The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

Exhibit A

Effective: May 1, 2018

M O U N T A I N	<b>Residential Service</b>		<b>Monthly Fee</b>	<b>Fee per Pick Up</b>	<b>At House Service<sup>2</sup></b>
	<b>Weekly Pick Up<sup>1</sup> - one can of garbage and recycling</b>				
	20 gallon can		\$31.45		\$34.95
	35 gallon can		\$35.60		\$39.10
	Occasional extra - 35 gallon			\$6.65	\$7.45
	<b>Monthly Pick Up<sup>3</sup> - one can; weekly recycling included</b>				
	35 gallon can		\$17.70		\$18.60
	Occasional extra - 35 gallon			\$6.05	\$6.85
	<b>On-Call Pick Up<sup>3</sup> - one can of garbage</b>				
	35 gallon can			\$15.65	N/A
	<b>Other Services and Fees</b>				
	Recycling only - weekly		\$10.05		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$3.65		
	<b>Multifamily Service - for shared containers see commercial fees.</b>				
	<b>Weekly Pick Up<sup>1</sup> - one cart/can of garbage and recycling</b>				
	Central billing	20 gallon	\$29.85		\$31.85
		35 gallon	\$34.00		\$36.00
	Individual billing	20 gallon	\$31.45		\$33.45
		35 gallon	\$35.60		\$37.60
	Occasional extra - 35 gallon			\$6.65	\$7.55
Bulky waste - furniture, appliances etc.			Table 1		
<b>Additional fees may apply - see Tables 1, 2 &amp; 3</b>					

<sup>1</sup>Greater than one can per week, use multiples of single can fee.

<sup>2</sup>Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

<sup>3</sup>Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: May 1, 2018

M O U N T A I N	<b>Commercial Containers</b> includes weekly recycling						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	Add'l	1 1/3	Add'l	1.5	Add'l
	1	\$150.19	\$ 145.49	\$ 185.93	\$ 180.77	\$ 206.42	\$ 200.77
	2	\$282.72	\$ 274.12	\$ 353.38	\$ 344.08	\$ 393.26	\$ 383.16
	3	\$415.16	\$ 402.76	\$ 520.76	\$ 507.31	\$ 580.28	\$ 565.63
	4	\$547.69	\$ 531.44	\$ 688.27	\$ 670.62	\$ 767.16	\$ 747.96
	5	\$680.13	\$ 660.08	\$ 855.69	\$ 833.84	\$ 954.02	\$ 930.47
	6	\$822.11	\$ 797.36	\$ 1,033.30	\$ 1,006.40	\$ 1,152.16	\$ 1,122.91
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	Add'l	3	Add'l	4	Add'l
	1	\$262.17	\$ 255.72	\$ 372.26	\$ 364.26	\$ 481.29	\$ 471.84
	2	\$503.24	\$ 491.59	\$ 720.31	\$ 705.96	\$ 935.52	\$ 918.57
	3	\$744.11	\$ 727.26	\$ 1,068.36	\$ 1,047.51	\$ 1,389.76	\$ 1,365.31
4	\$985.02	\$ 962.97	\$ 1,416.41	\$ 1,389.26	\$ 1,844.00	\$ 1,812.05	
5	\$1,226.04	\$ 1,198.74	\$ 1,764.42	\$ 1,730.57	\$ 2,298.17	\$ 2,258.62	
6	\$1,479.96	\$ 1,446.26	\$ 2,128.41	\$ 2,086.86	\$ 2,771.31	\$ 2,722.16	
<b>Commercial Cans</b> - monthly fee; weekly recycling included							
<b>One Stop per Week</b>				<b>One cart/can</b>	<b>Two carts/cans</b>	<b>Each additional</b>	
35 gallon can				\$35.60	\$70.50	\$34.60	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
<b>Two Stops per Week</b>							
35 gallon can - 2 stops/wk				\$70.50	\$139.55	\$34.00	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							



**Table 1**

<b>Miscellaneous Services</b>		
<b>Bulky Waste - appliances, furniture, etc.</b>		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.45	
Maximum fee	\$29.15	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed. Disposal fee additional.</i>
<b>Clean Up Containers</b>		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee*	\$16.60	<i>*only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. <sup>1</sup>		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
<b>Tire Handling Fee - charged in addition to disposal fees</b>		
On rim	\$2.00	
Off rim	\$5.50	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
<b>Occasional Extra Garbage - 35 gallon maximum</b>		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
<b>Hourly handling fee - charged in addition to disposal fees</b>		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
<b>Other Fees</b>		
Gate fee	\$4.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

<sup>1</sup> Rent shall not exceed \$20.00 per container in a 30 day period.

**Exhibit A**

Effective: May 1, 2018

**Table 2**

<b>Distance Fees</b>	
<b>Distance</b>	<b>Monthly Fee</b>
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

**Table 3**

<b>Miscellaneous Container Fees</b>
<p><b>Overweight charges</b> will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.</p>
<p><b>Containers that have been compacted</b> are charged 2.2 times the regular container fee for the zone.</p> <p><b>Overweight compacted containers</b> weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.</p>
<p><b>Container cleaning fee</b> will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.</p>
<p><b>Mileage fee</b> applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.</p>

Table 4

<b>Drop Boxes and Compactors</b> -Disposal, rental, mileage & other fees are additional	
<b>Open Drop Box</b>	
10-20 cubic yard	\$125.00
Lidded/Specialized-requiring deadhead roundtrip	\$150.00
30 cubic yard	\$145.00
40 cubic yard	\$165.00
<b>Compacted Drop Box</b>	
Less than 25 cubic yards	\$150.00
25 - 34 cubic yards	\$189.00
35 cubic yards and greater	\$218.00
<b>Industrial Special Waste Drop Box</b>	
10-20 cubic yard	\$161.00
30 cubic yard	\$178.00
<b>Other fees</b>	
<b>Rental Fee</b>	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
<b>Delivery Fee<sup>1</sup></b>	
Urban zone	\$40.00
All other zones	\$50.00
<b>Mileage Fee</b>	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
<b>Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.</b>	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
<b>Incidental Service Fees</b>	
Stand by time - waiting for box to be cleared, cars to be moved, etc. <sup>2</sup>	\$7.00
Leveling load - if driver must spend time leveling load to safely haul. <sup>2</sup>	\$7.00
Wash out - if requested by customer or box is contaminated.	\$30.00
Compactor turn-around - if repositioning required to enable collection and tip.	\$40.00
Deadhead round trip: specialized boxes that cannot be exchanged .	\$25.00
Dry run - if scheduled collection is prevented because box is blocked or customer is not ready.	\$30.00

<sup>1</sup>For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

<sup>2</sup>Charged in 5 minute increments.

Exhibit A

Effective: May 1, 2018

Table 5

Infectious Waste		
Number of units	Fee per gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10

## STAFF REPORT

### IN CONSIDERATION OF ORDINANCE NO. 18-1417 FOR THE PURPOSE OF ADOPTING SOLID WASTE CHARGES AND USER FEES FOR FY 2018-19.

Date: March 15, 2018

Presented by: Tim Collier, FRS (Ext. 1913)

#### Summary

Each year, the Chief Operating Officer proposes new solid waste rates as part of the budget process. The changes are needed to keep current with costs and tonnage flows.

Main points of this legislation.

- Metro's tip fee for garbage is proposed to be \$97.45 in FY 2018-19. This is an increase of \$2.50 (2.63%) from the current rate. It will result in a small increase every month to ratepayers. The change is driven by a \$1.21 increase in the tonnage charge for garbage along with \$1.60 on a per ton basis increase in the Metro Excise Tax. These increases are slightly offset by \$0.31 per ton decrease in the regional system fee. (More information on the Regional System Fee is provided on the next page.)
- Transaction fees will remain unchanged at \$10 for staffed loads (fees paid by self-haulers) and \$2 for automated loads.
- The minimum load size will be reduced 20 pounds to 360 pounds, while the minimum load charge is held constant at \$28
- Tip fee increases are proposed for residential organic waste accepted at Metro regional transfer stations. This increase stems from increases in Metro's per-ton contract cost. The rate model also suggests an increase of \$8.24 per ton for commercial organics, however, staff is proposing to keep the rate flat to support Metro's recovery work in this area. The impact of this rate buy-down is projected to be \$99,375 in FY 2018-19. This rate decision will be reviewed annually for appropriateness.
- Tip fees for clean wood will no longer be pegged to yard debris. In turn, the rate for clean wood will increase by \$8.15 per ton. Tip fees for yard debris will decrease by \$0.07 per ton.

Adoption of Ordinance No. 18-1417 would authorize the following charges at Metro regional transfer stations, effective July 1, 2018.

**Table 1. Proposed Solid Waste Charges at Metro Regional Transfer Stations**  
Rates Effective July 1, 2018

Rates	Current	Proposed	Change
<b>Fees per transaction</b>			
Users of staffed scales	\$10.00	\$10.00	\$ - 0 -
Users of automated scales	2.00	2.00	- 0 -
<b>Fees per ton (Tip Fees)</b>			
Mixed solid waste ("refuse")	\$ 94.95	\$ 97.45	\$ 2.50
Clean wood	49.69	57.84	8.15
Yard Debris	49.69	49.62	(0.07)
Residential organics	66.67	67.08	0.41
Commercial organics	66.23	66.23	- 0 -

## Background Part 1. Overview of Metro's Solid Waste Rates

Metro maintains two classes of solid waste rates. One class, the Regional System Fee, is charged on all disposal. The second class is a suite of charges for services at Metro regional transfer stations only.

1. **Regional System Fee** is a universal charge on the disposal of garbage. It is levied at all landfills, the Marion County waste to energy facility, Forest Grove Transfer Station, and the Metro stations. There are two levels of system fee: one for mixed solid waste, and a reduced rate for environmental cleanup materials. The proposed rates are \$17.81 and \$2.50 per ton, respectively. System fees raise about \$25 million per year and pay for Metro's regional solid waste programs and services: household hazardous waste, latex paint recovery, St. Johns Landfill management, facility regulation, illegal dumpsite cleanup, and resource conservation and recycling.

2. **Charges for services at the Metro stations** cover the costs of Metro's transfer station operations, transport, processing and disposal. Each customer pays a two-part fee: a fixed charge for the transaction costs and a variable charge ("tip fee") for each ton in the load.

- **"Transaction Charges"** are the fixed fees for each load of waste accepted. There are two levels of transaction fee: one for users of the staffed scales (mainly self-haulers), and another for users of the automated scales (mainly commercial haulers). Together they raise about \$3.1 million dollars per year and pay for the cost of operating the scalehouses and related functions.
- **"Tip Fees"** are different for each waste stream – garbage, residential organics, commercial organics, and wood/yard debris – and reflect the costs that are specific to each stream. The current and proposed rates are shown in Table 1.

Every tip fee is made up of a **Tonnage Charge** and various pass-throughs (Table 2). The tonnage charge pays for the costs of doing the work. In this region, the Regional System Fee, Metro excise tax, and DEQ fees are charged on all disposal. Together, Metro's tonnage charges raise about \$37.7 million per year, and pay for the costs of station operations, recovery, transport, processing, disposal, capital and management.

Of the add-on components, the Regional System Fee will decrease, while the excise tax is set to increase. The Regional System Fee is decreasing by 31 cents and the excise tax is increasing \$1.60 cents. These changes, combined with an increase in the tonnage charge of \$1.21 results in the Metro tip fee increasing by \$2.50 – \$97.45 per ton from \$94.95 per ton. DEQ fees are set to increase by seven cents, but this will not occur until April 1, 2019.

**Table 2. Components of Proposed Metro Tip Fees by Waste Stream**  
Rates Effective July 1, 2018

Rate Component	Mixed Solid Waste	Organic Waste			
		Yard Debris	Clean Wood	Residential Organics	Commercial Organics
Tonnage Charge <i>Covers costs of transfer, transport, recovery, disposal.</i>	\$64.41	\$48.62	\$56.84	\$66.08	65.23
<b>Pass-Throughs</b> <i>Government fees and taxes levied at disposal sites.</i>					
Regional System Fee	\$17.81	.*	.*	.*	.*
Metro excise tax	12.41	.*	.*	.*	.*
DEQ fees	1.82	.*	.*	.*	.*
Enhancement Fee	1.00	1.00	1.00	1.00	1.00
<b>Total = Tip Fee</b>	<b>\$97.45</b>	<b>\$49.62</b>	<b>\$57.84</b>	<b>\$67.08</b>	<b>\$66.23</b>

\* It is the policy of Metro and DEQ to support material recovery and recycling by levying solid waste surcharges and taxes on the waste that is ultimately disposed. For this reason, the Regional System Fee, Metro excise tax, and DEQ fees are not included in the tip fees for organic wastes.

## Background Part 2. Understanding the Proposed FY 2018-19 Rates

There are five main reasons for the changes in the proposed FY 2018-19 rates.

1. **Inflation.** Inflation has increased to its highest level in nine years. As a result, the cost of Metro's Operating Contracts have also increased, driving tonnage charges higher.
2. **Tonnage Increases.** Staff expects year-over-year mixed solid waste tonnage increases to continue through FY 2018-19, with private stations expected to realize the bulk of the increase. The added tonnage has put downward pressure on marginal costs, resulting in a decrease regional system fees and partially offsetting inflation-driven increases in tonnage charges for mixed solid waste.
3. **Changes in demand for wood.** In the fall of 2015, SP Recycling, which received 80% of Metro's wood waste from mixed recovery operations, closed operations. The result has been a significant contraction in the secondary market for wood waste, leading Metro to establish a higher standard for "clean" wood waste. The volume of wood Metro accepts under the new standard is considerably lower and warrants a higher cost per ton. In turn, the rate for wood will increase \$8.15 per ton.
4. **Changing organics environment.** The rates for residential organics continue to be set at a level that covers their costs. The rate increase for residential and commercial organics is driven by underlying costs and tonnage. However, Metro's work on commercial food waste recovery is behind the staff recommendation to keep commercial organics rate flat for FY 2018-19. The financial impact is small and this decision is important to help advance commercial food waste recovery efforts.
5. **The excise tax.** The tax rate is set automatically by a formula in the Code each year, and is never a formal part of the rate ordinance. However, it is related to the rate actions because it is part of the tip fee (Table 2). For FY 2018-19, the excise tax rate will increase \$1.60 to \$12.41 per ton.

### Information/Analysis

1. **Known Opposition.** There is no known opposition. The majority of ratepayers at Metro stations will experience an increase in Metro's tip fee for residential organic waste, wood and yard debris.
2. **Legal Antecedents.** The process for setting Metro's solid waste rates are set forth in Metro Code Chapter 5.02. Ordinance 14-1323 removed the specific Metro solid waste rates from Metro Code Chapter 5.02 and requires adoption of the rates via a separate ordinance and rate schedule. Metro reviews solid waste rates annually. The proposed FY 2018-19 rates comply with the restriction set forth in Chapter III, Section 15 of the Metro Charter limiting user charges to the amount needed to recover the costs of providing goods and services.

The excise tax rate is established automatically by a passive mechanism set forth in Metro Code sections 7.01.020 and 7.01.022 and does not require council action to take effect.

3. **Anticipated Effects:** If adopted, this ordinance would increase the tip fee for mixed solid waste at Metro transfer stations by \$1.21 per ton. It would also increase the tip fees for clean wood and residential organic wastes, while decreasing the tip fee for yard debris by the amounts set forth in Table 1.
4. **Budget Impacts.** The rates established by this ordinance are designed to raise \$65 million in enterprise revenue during FY 2018-19. This revenue would cover the cash requirements of the proposed FY 2018-19 solid waste budget.

**RECOMMENDATION**

The Chief Operating Officer recommends adoption of Ordinance No. 18-1417.



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

In The Matter of Approving the Clackamas County Fee Schedule for Waste and Recycling Collection Services to be uniformly applied by the Franchised Solid Waste Collection Companies



Order No.

Page 1 of 2

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

It further appearing to the Board that the Solid Waste Commission, at a meeting on April 2, 2018, reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

- A. That a Waste Management Fee adjustment has been requested by the franchisees; and
- B. That it is the County's responsibility to ensure each portion of the solid waste collection system recovers the cost of providing that particular service; and
- C. That no general operating cost adjustment in Waste Management Fees be established for drop box and infectious waste collection service; and
- D. That operating costs such as labor and equipment purchases are increasing; and
- E. That rapidly changing conditions in global commodity markets have increased the cost of processing recyclables beyond the amount considered in the fees adopted by the Board and made effective July 1, 2017; and
- F. That the timing and magnitude of the processing cost increase is having an immediate effect on the franchised solid waste companies, requiring immediate action; and
- G. That disposal costs are increasing on July 1, 2018; and
- H. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
- I. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and



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

In The Matter of Approving the Clackamas  
County Fee Schedule for Waste and  
Recycling Collection Services to be  
uniformly applied by the Franchised Solid  
Waste Collection Companies



Order No.

Page 2 of 2

The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; now therefore

IT IS HEREBY ORDERED that the foregoing  
recommendations be adopted and that the following franchised collectors be granted a Waste Management  
Fee adjustment according to the recommendations effective May 1, 2018,

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Jim Bernard, Chair

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



DRAFT

Approval of Previous Business Meeting Minutes:

March 15, 2018

# **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, March 15, 2018 – 10:00 AM**

**Public Services Building**

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

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

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

1. Public Hearing on the Proposed 2018-2019 Housing Authority of Clackamas County (HACC) Annual Plan

Chuck Robbins, Housing Authority presented the staff report.

*~Board Discussion~*

Chair Bernard opened the Public Hearing and asked if anyone wanted to speak.

1. Faith Leith, Oregon City – had questions regarding homeless families.

Chuck Robbins asked for Ms. Leith information to get her the information she requested.

Chair Bernard closed the public hearing and announced there is no Board action on this item today. This item will come back for Board action at the April 5, 2018 Business meeting at 10 AM.

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

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

### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 6-0.

1. In the Matter of Writing off Uncollectible Accounts for the Third Quarter of Fiscal Year 2018
2. Approval to enter into a Construction Contract with DGS General Construction, Inc. to Replace Windows, Siding and Paint in Public Housing
3. Approval of an Intergovernmental Agreement between the Housing Authority and Metro for the Hillside Master Plan
4. Resolution No. 1927: Approval to Apply to Oregon Housing and Community Services for 9% Low Income Housing Tax Credits for the Renovation of Hillside Manor

5. Approval of Professional Services Contract with Scott Edwards Architecture (SEA) for Architecture and Engineering Services for the Renovation of Hillside Manor

Chair Bernard announced the Board will adjourn as the Housing Authority of Clackamas County and reconvene as the Board of County Commissioners for the remainder of the meeting.

### **III. CITIZEN COMMUNICATION**

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

1. Lynda Orzen, Oregon City – she is a seamstress, and wanted to present 50 fleece blankets she made for the Veteran’s Pods.
2. Diane Gruber, West Linn – comments regarding Chair Bernard’s FB post, and asked him to resign.
3. Elaine Newland, West Linn – received a mailing regarding the FB comment – angry this is continuing. She supports Chair Bernard and his service to Clackamas County.
4. Les Poole, Gladstone – asked about evening meetings; played an audio of past BCC business meetings.
5. Faith Leith, Oregon City – spoke in support of the Commissioners and their service.
6. Everett Hall, Happy Valley – spoke about School shootings.
7. Tim Lussier, Estacada - asked Chair Bernard to resign.

### **IV. PUBLIC HEARING**

1. Second Reading of Ordinance 02-2018 Amending Chapter 8.04, Public Health Certificates of Sanitation, Licenses and Contested Case Procedures, of the Clackamas County Code - *1<sup>st</sup> Reading was on 3-1-18*

Kathleen Rastetter, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he asked for a motion to read the ordinance by title only.

#### **MOTION:**

Commissioner Humberston: I move we read Ordinance 02-2018 by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0. He asked the Clerk to read the ordinance by title only, then asked for a motion.

#### **MOTION:**

Commissioner Humberston: I move we adopt Ordinance 02-2018 Amending Chapter 8.04, Public Health Certificates for Sanitation, licenses and contested case procedures of the Clackamas County Code.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

**V. CONSENT AGENDA**

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Savas: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Humberston: Aye – the Ayes have it, the motion passes 5-0.

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

1. Approval of Amendment No. 1 to a Revenue Intergovernmental Agreement with Oregon Department of Human Services Office of Vocational Rehabilitation Services for Job Placement & Job Retention Services – *Health Centers*
2. Approval of an Intergovernmental Agreement with Clackamas County and the City of Estacada for the Shafford Street Reconstruction Phase 1 Improvements Project – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Approval of a Partition Plat Consent Affidavit between Community Development and Clackamas County Surveyor Office

**C. Elected Officials**

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

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and the City of Sandy

**E. Business & Community Services**

1. **Board Order No. 2018-16** Approving a Tax Foreclosed Property for Declaration as Surplus and Establish Minimum Bid Amount – *Property Resources*

**F. County Counsel**

1. Release of a Reversionary Clause Related to Property Previously Conveyed to North Clackamas School District No. 12

**G. Juvenile Department**

1. Approval of an Intergovernmental Agreement with the State of Oregon, Oregon Youth Authority for the Georgetown Evidence-Based Decision Making Certificate Program



**H. Public & Government Affairs**

1. Approval of an Intergovernmental Agreement between Clackamas County and Metro related to Willamette Falls Locks

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:30 AM**

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



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Amendment #7 with DePaul Industries Inc. for Security Screening  
Personnel for the Clackamas County Court System

<b>Purpose /Outcomes</b>	This contract amendment #7 retroactively revives and reinstates from the last contract expiration of February 28, 2018 to the new contract expiration of June 30, 2018.		
<b>Dollar Amount &amp; Fiscal Impact</b>	<b>Changes</b>	<b>Date Ranges</b>	<b>Total</b>
	Retroactive Renew (Hrly) - no increase	02/01/2016 - 6/30/2016	<b>\$156,058.41</b>
	5% Hrly Billing Increase	07/01/2016 - 08/31/2016	<b>\$65,544.53</b>
	From Hrly to Fixed Monthly	09/01/2016 – 12/31/2016	<b>\$120,956.96</b>
	5% Fixed Monthly Increase	01/01/2017 - 12/31/2017	<b>\$381,012.72</b>
	Balance of final month per contract	01/01/2018 - 01/31/2018	<b>\$31,751.06</b>
	Extension for one month	01/31/2018 - 02/28/2018	<b>\$31,751.06</b>
	Extension for four months	03/01/2018 - 06/30/2018	<b>\$127,004.24</b>
	<b>Total</b>	<b>\$914,078.98</b>	
	The table above indicates the time period for the total financial impact of this amendment base on the many changes within the amendment.		
<b>Funding Source</b>	The funding is 100-9110 Clackamas County general fund, non-departmental.		
<b>Duration</b>	The Proposed contract end date is June 30, 2018		
<b>Previous Board Action/Review</b>	<p>Original RFP approved by the BCC: 012810IV D3 Board Order 2010-3114</p> <p>Renewal #1 approved by Mark Gonzales \$325,000 and executed 4-19-2011</p> <p>Renewal #2 approved by Mark Gonzales \$325,000 and executed 3-12-2012</p> <p>Renewal #3 approved by Mark Gonzales \$325,000 and executed 2-4-2013</p> <p>Amendment #1 approved by Donald Krupp add \$32,450, total annual contract value \$357,450 and executed 11-6-2013</p> <p>Amendment #2 / Renewal #4 approved by Donald Krupp add \$77,880, total annual contract value \$402,880 and executed 1-28-2014</p> <p>Amendment #3 approved by Marc Gonzales add on-call services – no change in annual contract value executed 11-3-2014</p> <p>Amendment #4/ Renewal #5 approved by Marc Gonzales total annual contract value \$402,880 and executed on 3-5-2015</p> <p>Amendment #5 approved by Mary Raethke total annual \$755,323.69 and executed 4-13-17</p> <p>Amendment #6/Renewal #7 approved by Donald Krupp, add \$31,751.06 and executed 2-1-18</p>		

*"Working Together to Make a Difference"*

Civil Section • 807 Main Street, Room 100, Oregon City, OR 97045  
Tel 503-655-8351 • Fax 503-650-3038 • [www.clackamas.us/sheriff](http://www.clackamas.us/sheriff)

<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	David O'Shaughnessy, Captain, Clackamas County Sheriff's Office 503-655-8554

**BACKGROUND:**

This contract was originally requested by the Clackamas County Sheriff's Office for security screening personnel for entrance security checkpoints at the County Courthouse, Holman Building, the Juvenile Building and Justice Court during the hours that the facilities are open. The screening procedures are part of the "Security Improvement Project" undertaken by the County in 1993.

This contract has expanded slightly over time to include other checkpoints within the court system via Amendments #1 and #2. This contract has renewed six (6) times via official amendment. The current Amendment retroactively renews the contract from March 1, 2018 to June 30, 2018.

This Amendment #7 has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners of Clackamas County approve Amendment #7 with DePaul Industries Inc. for Security Screening Personnel for the Clackamas County Court System.

Respectfully submitted,

David O'Shaughnessy, Captain Civil Operations  
Clackamas County Sheriff's Office

Placed on the \_\_\_\_\_ agenda by Procurement.

**AMENDMENT #7 TO THE CONTRACT WITH DEPAUL INDUSTRIES TO PROVIDE  
SECURITY SCREENING PERSONNEL FOR THE CLACKAMAS COUNTY COURT  
SYSTEM**

This Amendment #7, is entered into between by DePaul Industries (“Contractor”) and Clackamas County (“County”) for the purpose of providing Security Screening Personnel for the Clackamas County Court System and it shall become part of the Personal Services entered into on January 28, 2010.

1. **I. SCOPE:** The purpose of this Amendment #7 is to extend the expiration date from February 28, 2018 to June 30, 2018.
2. **II. COMPENSATION:** The monthly fixed fee shall remain unchanged at \$31,751.06 for the three (3) court systems for a period of four (4) full months for a total of one hundred twenty-seven thousand four dollars and twenty-four cents (\$127,004.24):
3.

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

**Original Contract**

Renewal #1	\$ 325,000.00
Renewal #2	\$ 325,000.00
Renewal #3	\$ 325,000.00
Amendment #1	\$ 32,450.00
Renewal #4 / Amendment #2	\$ 402,880.00
Amendment #3	Add On-call Services
Renewal #5 / Amendment #4	\$ 402,880.00
Amendment #5	\$ 755,323.69
Amendment #6	\$ 31,751.06
<b><u>Amendment #7</u></b>	<b><u>\$ 127,004.24</u></b>
<b>Contract Total</b>	<b>\$2,727,288.99</b>

4. County and Contractor acknowledge that service may have been performed after the termination date and desire to affirm and pay for such work pursuant to this Contract and Amendment.

**SIGNATURE PAGE FOLLOWS**

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

DePaul Industries  
4950 NE Martin Luther King Jr. Blvd  
Portland, OR 97211

CLACKAMAS COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name, Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

503-282-1289  
\_\_\_\_\_  
Phone Number

Approved as to form

095251-14 / OR  
\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Purchase and Sale Agreement with  
Stone Land & Timber LLC for the Sale of Real Property

<b>Purpose/Outcomes</b>	Provides for the sale of certain real property held by Business and Community Services' County Parks and Forests Division consisting of approximately 62 acres of land and timber. The sale and subsequent reinvestment by BCS' County Parks and Forests Division will allow for consolidation of assets while achieving efficiency in management.
<b>Dollar Amount and Fiscal Impact</b>	Sale proceeds of \$1,015,273
<b>Funding Source</b>	Private funds
<b>Duration</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build public trust through good government.</li><li>• Honor, Utilize, Promote and Invest in our Natural Resources.</li></ul>
<b>Previous Board Action</b>	February 27, 2018 Executive Session to review terms and conditions of the proposed Purchase and Sale Agreement.
<b>Contact Person</b>	Rick Gruen, BCS County Parks and Forests Manager, 503-742-4345

**BACKGROUND:**

Clackamas County owns and manages approximately 3,200 acres of timberland through the Business and Community Services (BCS) Department's County Parks and Forest Division. Long-term asset management is needed to sustainably generate timber sales to support operations and capital requirements. The strategy employed by the County is updated periodically through the Ten-Year Forest Management Plan which is approved by the Board before implementation.

The 62-acre property in this instance has been categorized as a Category 2 land. In real terms, this means the land no longer meets the needs for long-term forest management and is not deemed suitable for parks or open space. This determination categorizes the land as a surplus asset to be sold or traded under the current Forest Management Plan.

In a February 28, 2017 Policy Session, the Board approved that the land be declared surplus, with the intention to sell the property for reinvestment in lands that were better suited for long-term forest and timber management. Recently, a prospective buyer was identified for the property in question. The Board reviewed the terms and conditions of this Purchase and Sale Agreement (PSA) in Executive Session on February 27, 2018 and directed staff to finalize the agreement.

County Counsel has reviewed and approved the language of this agreement.

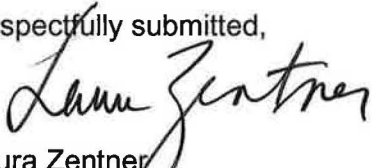
**RECOMMENDATION:**

Staff recommends the Board approve the attached Purchase and Sale Agreement with Stone Land & Timber LLC.

**ATTACHMENT:**

1. Purchase and Sale Agreement with Stone Land & Timber, LLC

Respectfully submitted,

A handwritten signature in black ink that reads "Laura Zentner". The signature is written in a cursive, flowing style.

Laura Zentner  
Business and Community Services Interim Director

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of March \_\_, 2018 (the "Effective Date"), by and between Clackamas County, a political subdivision of the State of Oregon, by and through its' Business and Community Services Department (the "Seller"), and Stone Land & Timber LLC, an Oregon limited liability company (the "Buyer").

### RECITALS

The Seller is the sole owner of approximately 62.07 acres of real property known as the Emigrant Trail property, and all rights appurtenant thereto such as access rights, timber rights, water rights, grazing rights, air rights, development rights, and mineral rights located approximately 3 miles east of Brightwood, OR on Barlow Trail Rd. in the County of Clackamas, State of Oregon, commonly known as Tax lots 2S7E 32 00100, 2S7E 33 00400, and 2S7E 33 00501 and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

A. Buyer desires to purchase from the Seller, and the Seller desires to sell and convey to Buyer, all right, title and interest in the Property. The terms of this Agreement are as follows:

### TERMS

1. **Purchase and Sale.** The Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The Purchase Price for the Property shall be ONE MILLION, FIFTEEN THOUSAND, TWO HUNDRED SEVENTY THREE AND NO/100 DOLLARS (\$1,015,273.00) ("Purchase Price").
3. **Payment of Purchase Price.** The Purchase Price shall be payable as follows:
  - a) **Deposit.** Within three (3) days after execution of this Agreement, Buyer shall deposit into escrow the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "Escrow Deposit") to Fidelity Title Portland ("Escrow Holder" or "Title Company"). At Closing, the Escrow Deposit, together with interest on it, if any, shall be credited toward payment of the Purchase Price.
  - b) **Cash Balance.** On or before the closing date, Buyer shall deposit into escrow cash via a wire transfer of funds, a certified check, or a cashier's check for the balance of the Purchase Price.
4. **Closing Date.** This transaction shall close on or before April 12, 2018, or as soon thereafter as reasonably possible, unless otherwise extended as set forth herein (the "Closing Date" or "Closing").



5. **Conditions Precedent to Closing.**

a) Conditions Precedent to Buyer's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied before Buyer will become obligated to acquire the Property under this Agreement. These conditions are intended solely for Buyer's benefit and Buyer shall have the sole right and discretion to waive or not waive, by written notice, any of the conditions. In the event any such condition precedent is not satisfied or waived on or before Closing, or other date as set forth herein, Buyer shall have the right to terminate this Agreement and be refunded its Escrow Deposit, including interest, and to exercise any other remedy available. The conditions precedent are:

i) Title. At Closing the Seller shall convey fee simple title to the Property by bargain and sale deed. Title shall be good and marketable and shall be insurable for the Purchase Price as such at ordinary rates pursuant to an ALTA standard owner's title insurance policy issued at Closing by the Title Company insuring fee simple title vested in Buyer or its nominees and free and clear of all liens and encumbrances except for the Permitted Exceptions as defined below (the "Title Policy").

ii) Title Report. Within five (5) days following the Effective Date of this Agreement, Buyer shall order at its own expense a preliminary Title Report covering the Property, together with legible copies of all plats and exceptions to title referenced in the Title Report. Within five (5) days of receiving the Title Report and the Exceptions documents, Buyer shall reasonably determine and provide written notice to Seller of any special exceptions that Buyer shall require Seller to remove of record at or before Closing (the "Unacceptable Exceptions"). Special exceptions not objected to are referred to as "Permitted Exceptions." Buyer and Seller shall work together to resolve any Unacceptable Exceptions. To the extent the parties are unable to resolve such issues within five (5) days of such written notice, Seller shall thereafter have five (5) days to use its best efforts to remove such exceptions at Seller's sole cost or inform Buyer in writing that it is unable to remove any such exception. All new exceptions appearing on subsequent title reports shall be considered Unacceptable Exceptions, unless accepted in writing by Buyer. If for any reason Seller cannot remove any of the Unacceptable Exceptions before Closing, then Buyer may elect to either:

a) accept title to the Property subject to such exceptions;

b) waive its objection in writing to Seller and elect to have any monetary lien or encumbrance removed at Closing to the extent that it can be satisfied and removed by application of all or a portion of the Purchase Price payable to Seller at Closing;

- c) refuse to accept the Property and terminate this Agreement, in which case the Escrow Deposit and accrued interest shall be refunded to Buyer.
- iii) Environmental Review. Before Closing, Buyer may, at its expense, engage consultants, surveyors or engineers of Buyer's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of the Property as Buyer in its sole discretion deems necessary. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer a copy of all environmental studies or analyses relating to the Property within its possession or control. Buyer or its agents shall have the right to enter the Property at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as Buyer may require, at Buyer's sole discretion. Seller shall cooperate with Buyer in making such tests and studies. Any area disturbed by such tests and studies shall be restored by Buyer, at Buyer's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to Buyer in its sole discretion.
- iv) Inspection Contingency.
- A) Inspection Rights. Buyer has until midnight at the end of April 7, 2018 (the "Due Diligence Period") to satisfy itself concerning all aspects of the Property, including, without limitation, the physical condition thereof; the insurance policies, contracts, leases, and all other financial aspects of the Property; the availability of any governmental permits and approvals; and the feasibility of using the Property for Buyer's intended use. Buyer has the right to perform any tests, inspections, and feasibility studies on the Property as Buyer may deem necessary. Seller will permit and, to the extent reasonably required by Buyer, will assist Buyer in providing access to Seller's engineers, managers, analysts, and appraisers in connection with Buyer's review of the Property.
  - B) Inspection Expenses. All costs and expenses of all of Buyer's tests, inspections, and studies will be paid by Buyer when due, regardless of whether this transaction closes.
  - C) Inspection Indemnity. Buyer will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities on or about the Property by Purchaser or any agent, employee, contractor, or invitee of Buyer.
  - D) Removal of Inspection Contingencies. If, prior to the end of the Due Diligence Period, Buyer has not notified Seller in writing of conditions that Buyer determines are unacceptable by providing what must be corrected, by what dates, and in what manner (the "Correction Notice") then Buyer accepts the Property and all aspects thereof in its then-current condition. Within five (5) days after Seller is given the Correction Notice Seller may notify Buyer in writing of whether and

to the extent Seller will effect and pay for any corrections (the "Notice of Intent to Correct"), all of which will be completed prior to the Closing Date. If Seller fails to give a Notice of Intent to Correct within said five (5) days, Seller will be deemed to have refused to agree to such corrections. If Seller fails correct conditions determined unacceptable by Buyer prior to closing, Buyer may elect to (a) cancel this Agreement, whereupon the Deposit must be immediately refunded to Buyer, or (b) agree to waive its inspection contingencies as provided in this section, whereupon Seller must promptly commence and proceed with diligence to completion prior to the Closing Date with the correction of the items that Seller agreed to undertake in its Notice of Intent to Correct. The failure of Buyer to give notice of its waiver to Seller prior to closing will be deemed an election to cancel.

- E) **Confidentiality Requirements.** Buyer may only use and disclose information it obtains about the Property solely in connection with its purchase evaluation. Unless and until it acquires the Property, Buyer may not disclose any such information to any third party except (a) as and to the extent required by its purchase-money lender; (b) to its members, shareholders, partners, permitted assignees, successors, Property consultants, and attorneys; (c) as required by any court of competent jurisdiction or as may be necessary in its reasonable judgment in connection with any mediation, arbitration, or litigation in connection with this Agreement; and (d) as to any information that is otherwise a matter of public record.
- v) **Delivery of Property.** The parties agree that Seller may continue to occupy the Property until Closing.
- vi) **Representations, Warranties, and Covenants of Seller.** The Seller shall have duly performed every act to be performed by the Seller hereunder and the Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.
- vii) **No Material Changes.** At the Closing Date, there shall have been no material adverse changes related to or connected with the Property.
- viii) **Seller's Deliveries.** The Seller shall have timely delivered each item to be delivered by the Seller pursuant to this Agreement.
- ix) **Title Insurance.** As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the Title Policy to Buyer.
- x) **Taxes.** Seller agrees that all taxes, assessments and encumbrances that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied of record by Seller. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price of the Property. Regular real

property taxes payable during the year in which Closing occurs and any rents or income applicable to the Property shall be prorated as of Closing.

- b) Conditions Precedent to Seller's Obligations. The close of escrow and the Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery of the Purchase Price and the documents and materials described in Paragraph 6(b) to the Escrow Holder on or before the Closing Date, for disbursement as provided herein.
- c) Failure of Conditions to Closing. In the event any of the conditions set forth in Section 5(a) or (b) are not timely satisfied or waived, for a reason other than the default of Buyer or the Seller under this Agreement:
  - i) This Agreement, the escrow, and the rights and obligations of Buyer and the Seller shall terminate, except as otherwise provided herein; and
  - ii) The Escrow Holder is hereby instructed to promptly return to the Seller and Buyer all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination.
- d) Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by Buyer. In the event this escrow terminates because of the Seller's default, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Seller.

**6. Deliveries to Escrow Holder.**

- a) By Seller. On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:
  - i) Deed. A bargain and sale deed duly executed and acknowledged in recordable form by the Seller, conveying the Property to Buyer subject only to the special exceptions acceptable to Buyer as established under Section 5 of this Agreement, and any other matters that may be approved in writing by Buyer prior to Closing.
  - ii) Nonforeign Certification. The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to Buyer to this effect in the form required by that statute and related regulations.
  - iii) Proof of Authority. Such proof of the Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller to act for and bind the Seller, as may be reasonably required by the Escrow Holder and/or Buyer. Signature on this agreement by the

Chair of the Board of County Commissioners shall be deemed proof of authority.

- iv) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the Title Policy.
  - v) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of Seller to close the sale in accordance with this Agreement or as may be required by Escrow Holder.
- b) By Buyer. On or before the Closing Date, Buyer shall deliver the following in escrow to the Escrow Holder.
- i) Purchase Price. The Purchase Price in accordance with Section 2 above.
  - ii) Proof of Authority. Such proof of Buyer's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Escrow Holder and/or the Seller.
7. **Deliveries to Buyer at Closing**. Except as otherwise provided herein, the Seller shall deliver exclusive possession of the Property to Buyer at close of escrow.
8. **Title Insurance**. At Closing, Seller shall provide, at its expense, the Title Policy.
9. **Costs**. Buyer shall pay the cost of recording the bargain and sale deed and the memorandum of purchase and sale; Seller shall pay all other recording charges, if any. Buyer shall pay the premium for the Title Policy that Seller is obligated to provide to Buyer, and for all conveyance, excise, and/or transfer taxes payable by reason of the purchase and sale of the Property. Buyer and Seller shall each pay one-half of all escrow fees and costs. Buyer and the Seller shall each pay its own legal and professional fees of other consultants incurred by Buyer and the Seller, respectively. All other costs and expenses shall be allocated between Buyer and the Seller in accordance with the customary practice in Clackamas County, Oregon.
10. **Seller's Representations and Warranties**. Seller hereby warrants and represents to Buyer the following matters, and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from all expense, loss, liability, damages and claims, including attorney's fees and costs, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. Seller warrants and represents to Buyer that the following matters are true and correct, and shall remain true and correct through and as of Closing:

- a) Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
- b) Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. Seller warrants, represents, and covenants as follows:
- i) To the knowledge of Seller, there are no Hazardous Substances in, upon, or buried on or beneath the Property and no Hazardous Substances have been emitted or released from the Property in violation of any environmental laws of the federal or state government;
  - ii) To the knowledge of the Seller, no Hazardous Substances have been brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from or on the Property, in violation of any environmental laws of the federal or state government;
  - iii) To the knowledge of Seller, no previously undisclosed underground storage tanks are located on the Property, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Seller agrees not to cause or permit any such tanks to be installed in the Property before Closing;
  - iv) To the knowledge of Seller, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;
  - v) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;
  - vi) The Seller has not transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
  - vii) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

- c) Contracts, Leases, Rights Affecting Property. Seller has not entered into, and will not enter into, any other contracts for the sale of the Property, nor do there exist nor will there be any rights of first refusal, options to purchase the Property, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber the Property or any portion thereof, excluding the continued occupancy arrangement described in Section 5(a)(vi) hereof. The Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions, relating to the Property, and to Seller's knowledge no such rights encumber the Property, and will not through Closing. Seller has disclosed to Buyer and either terminated or assigned to Buyer any farming leasing contracts or arrangements currently existing with respect to the Property.
- d) No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could affect Seller's right or title to the Property, or any portion thereof, affect the value of the Property or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.
- e) Mechanics and Other Liens. No work on the Property has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property or any portion thereof.
- f) Public Improvements or Governmental Notices. To the best of Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property or any portion thereof, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.
- g) Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.
- h) Possession. Except as specifically provided for herein, Seller will be able to deliver immediate and exclusive possession of the entire Property to Buyer at the close of escrow, and no one other than Seller will be in possession of any portion of the Property immediately prior to close of escrow.
- i) Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by Seller.
- j) Recitals. The statements and information set forth in the Recitals are true and correct.

- k) **Changed Conditions.** If Seller discovers any information or facts that would materially change the foregoing warranties and representations or the transactions contemplated by this Agreement, Seller shall immediately give written notice to Buyer of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, Seller shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, Buyer may elect to either: (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Property and all escrow payments shall be refunded to Buyer, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, Buyer may elect to terminate this Agreement and receive a refund of the Escrow Deposit and accrued interest. Buyer's election in this regard shall not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

11. **Seller's Representations, Warranties and Covenants Regarding the Property Through the Close of Escrow.** The Seller further represents, warrants, and covenants that, until this transaction is completed or escrow is terminated, whichever occurs first, it shall:

- a) Maintain the Property in its present state, with no tree cutting, timber harvesting, or alteration of the Property in any way;
- b) Keep all existing insurance policies affecting the Property in full force and effect;
- c) Make all regular payments of interest and principal on any existing financing;
- d) Comply with all government regulations; and
- e) Keep Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as when inspected by Buyer.

12. **Deferred Taxes.** If the Property is subject to farm or forest deferred taxes, Seller shall have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.

13. **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained here, the following constitute representations and warranties of Buyer to the Seller:

- a) Subject to the Buyer Board of Director's approval and the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated here;
- b) Subject to the Buyer Board of Director's approval and the conditions stated herein, all requisite action has been taken by Buyer in connection with entering



into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated here; and

- c) Subject to the Buyer Board of Director's approval and the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.
14. **Seller's Promise to Remove Personal Property and Debris.** Prior to vacating the Property pursuant to Section 5(a)(vi) hereof, Seller covenants and promises to remove or cause to be removed from the Property, at Seller's expense, any and all personal property and/or trash, rubbish, debris, or any other unsightly or offensive materials unless otherwise previously agreed to in writing by Buyer. Satisfaction of the promises contained herein shall be subject to Buyer's inspection and approval of the physical condition of the Property by Buyer prior to vacating the Property.
15. **Risk of Loss, Condemnation.** Seller shall bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date all or part of the Property is damaged by fire or by any other cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and Escrow Holder will return to Buyer the Escrow Deposit and accrued interest.
16. **Notices.** All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Seller: Rick Gruen  
County Parks & Forest Manager  
Business and Community Services  
Clackamas County  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
Phone No. (503) 742-4345  
[RGruen@clackamas.us](mailto:RGruen@clackamas.us)

With a copy to: Jeffrey D. Munns  
Assistant County Counsel  
2051 Kaen Rd.  
Oregon City, OR 97045  
Phone No. (503) 742-5984  
[JMunns@clackamas.us](mailto:JMunns@clackamas.us)

To Buyer: Wayne Stone  
Stone Land & Timber LLC  
39120 SE Hudson Rd.  
Sandy, OR 97055  
Phone No. (503) 663-7841  
[debbiewanyestone@yahoo.com](mailto:debbiewanyestone@yahoo.com)

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone and fax numbers are for information only.

17. **Broker Commission.** Each party represents and warrants to the other that it has used or engaged a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. Both Buyer and Seller engaged James M. Worl, Oregon Lic. 860900102 of James M. Worl Investment Real Estate LLC as real estate broker in this transaction (hereinafter "Broker"). Payment of Broker's commission will be made at the time of closing pursuant to Broker's demand notice.
18. **Further Actions of Buyer and Seller.** Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated hereby and shall use their best efforts to accomplish the close of the transaction in accordance with the provisions of this Agreement.
19. **Legal and Equitable Enforcement of This Agreement.**
  - a) Default by the Seller. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by the Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Escrow Deposit and all accrued interest, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.
  - b) Default by Buyer. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and the Seller agree that it would be impractical and extremely difficult to estimate the damages that the Seller may suffer. Therefore, Buyer and the Seller agree that a reasonable estimate of the total net detriment that the Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and shall be, and the Seller's sole and exclusive remedy (whether at law or in equity) is and shall be, an amount equal to the Escrow Deposit plus any accrued interest. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by Buyer, and all other claims to damage or other remedies are and shall be expressly waived by the Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to the Seller. Upon default by Buyer, this Agreement shall be terminated and neither party shall have any further rights

or obligations under it, each to the other, except for the right of the Seller to collect such liquidated damages from Buyer and the Escrow Holder.

20. **Miscellaneous.**

- a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- b) Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
- c) Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.
- d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties to it. Buyer may assign its interest in this Agreement to a park-providing or other recreational-providing entity, without the consent of Seller. In the event that an assignee assumes the obligations of Buyer hereunder, then Buyer shall have no further liability with respect to this Agreement.
- e) Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
- f) Time of Essence. The Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision of this Agreement.

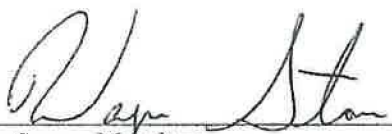
21. **Governing Law.** The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

22. **Recording of Memorandum.** On the Effective Date the parties will execute a Memorandum of this Agreement, which Buyer may cause to be recorded against the Property.

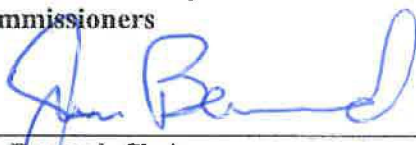
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature specified below.

**Stone Land & Timber LLC**


  
\_\_\_\_\_  
Wayne Stone, Member  
Date: March 29/18

**Clackamas County Board of Commissioners**

  
\_\_\_\_\_  
Jim Bernard, Chair  
Date: 4/5/18

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

Approved as to form:

  
\_\_\_\_\_  
County Counsel

Attachments:

Exhibit A - Property Description  
Exhibit B - Form of Memoranda

Exhibit A  
Property Description

Tax lots: 2S7E 32 00100, 2S7E 33 00400, and 2S7E 33 00501

Tax Statements: No Change Requested

When recorded, mail to:  
Wayne Stone  
Stone Land & Timber LLC  
39120 SE Hudson Rd.  
Sandy, OR 97055

Exhibit B

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This is a memorandum of that certain Agreement of Purchase and Sale ("Agreement") between Clackamas County, a political subdivision of the State of Oregon ("Seller"), and Stone Land & Timber LLC ("Buyer"), signed by Seller on ~~March~~ <sup>April</sup> 5, 2018. By said Agreement, Seller has agreed to sell to Buyer Seller's interest in that certain real property in Clackamas County, described in Exhibit A attached hereto and incorporated herein by this reference. If not earlier paid, all amounts owed under the Agreement shall be due and payable at Closing on or before April 12, 2018, if Closing is not otherwise extended as provided for therein. The actual and true consideration for the conveyance at Closing will be \$1,015,273.00.

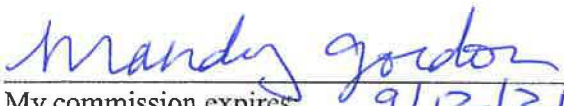
IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first written above.

Clackamas County:

  
\_\_\_\_\_  
Jim Bernard, Chair  
Clackamas County Board of Commissioners

State of Oregon            )  
  ) ss.  
County of Clackamas    )

On this ~~March~~ <sup>5<sup>th</sup></sup> day of ~~March~~ <sup>April</sup>, 2018, before me Mandy Gordon, the undersigned Notary Public, personally appeared Jim Bernard, Chair of the Board of Clackamas County Commissioners, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

  
\_\_\_\_\_  
My commission expires: 9/12/21



State of Oregon                    )  
  ) ss.  
County of Clackamas            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared Wayne Stone, as Member of Stone Land & Timber LLC, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

My commission expires: \_\_\_\_\_

Tax Statements: No Change Requested



**NORTH CLACKAMAS**  
**PARKS & RECREATION DISTRICT**

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

April 19, 2018

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Temporary Construction Easement from the North Clackamas Parks and Recreation District (NCPRD) to Clackamas County Service District No. 5 (CCSD #5)

<b>Purpose/Outcomes</b>	CCSD #5, a Street Lighting District, will receive a temporary construction easement for staging and storage at the Concord Elementary Site owned by NCPRD.
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	None
<b>Duration</b>	To be terminated once construction is complete or July 13th, 2018, whichever is earlier.
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• Policy Session on 11/10/2015 – McLoughlin Lighting Project</li> <li>• Business Meeting on 2/4/2016 – Approval of a Cooperative IGA with Oregon Dept. of Transportation (ODOT) for McLoughlin Blvd. Street Lighting</li> <li>• Business Meeting on 2/23/2017 – Consideration of a Funding Agreement between CCSD#5 and PGE for the Project</li> <li>• Business Meeting on 08/10/2017 – Approval of Amendment #1 to Cooperative IGA with ODOT</li> <li>• NCPRD Board of Directors Meeting on 2/15/2018 – Approval of the Strategic Partnership Purchase and Sale Agreement with North Clackamas School District (to acquire Concord Elementary Site)</li> </ul>
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Build public trust through good government.</li> <li>• Build a strong infrastructure.</li> <li>• Ensure safe, healthy and secure communities.</li> </ul>
<b>Contact Person</b>	Scott Archer, <i>NCPRD Director</i> , 503-742-4421 Kathryn Krygier, <i>Planning &amp; Development Manager</i> , 503-742-4358

**BACKGROUND:**

Clackamas County’s Service District No. 5 (CCSD #5) is seeking a temporary construction easement from North Clackamas Parks and Recreation District (NCPRD) for purposes of completing construction improvements as a part of the phase two McLoughlin Blvd. Street Lighting Project (Project).

The Project will provide street lighting primarily on the east side of SE McLoughlin Blvd. with a few additional installations on the west side between SE Courtney and SE Hull Avenues. Portland General Electric (PGE) and the Oregon Department of Transportation (ODOT) have partnered



with CCSD #5 to complete work on this project, which is entirely within ODOT right of way. This project is expected to be completed by July 2018.

The temporary construction easement would allow CCSD #5 to use the parking lot at the newly acquired Concord Elementary Site located at 3811 SE Concord Road, Milwaukie, OR 97267, more specifically described as tax lot 2900 on Clackamas County Assessor's map No. 21E12AD. This will not impede any work or programming at the site, which is currently in the preliminary planning phases and is not yet ready to be open for public use.

County Counsel has reviewed and approved this temporary construction easement.

**RECOMMENDATION:**

CCSD #5 and NCPRD staff recommend that the Board of County Commissioners approve the temporary construction easement and authorize County Counsel, Business and Community Services (BCS) Director or Deputy Director, as well as the Department of Transportation and Development Director to execute all documents necessary to effectuate the same.

**ATTACHMENT:**

1. Temporary Construction Easement, including:
  - Exhibit A – Legal Description of the Concord Elementary Site
  - Exhibit B – Diagram of Temporary Construction Easement Area

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Scott Archer", with a stylized flourish at the end.

Scott Archer, Director  
North Clackamas Parks and Recreation District

Grantor: North Clackamas Parks and Recreation District	State of Oregon
Address: 150 Beaver Creek Rd. Oregon City, OR 97045	
Grantee: Clackamas County Service District No. 5	
Address: 150 Beaver Creek Rd. Oregon City, OR 97045	
	<i>DO NOT RECORD</i>
After Recording Return to: Clackamas County SD No. 5 150 Beaver Creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	

**TEMPORARY CONSTRUCTION EASEMENT**  
(Corporate or Non Profit Grantor)

For value received, North Clackamas Parks and Recreation District, a County Service District established pursuant to Oregon law (Grantor), hereby grants, bargains, sells and conveys to Clackamas County Service District No. 5, a County Service District established pursuant to Oregon law, its heirs, successors and assigns, (Grantee), a temporary construction easement and right of way for the purpose of construction staging as a part of the McLoughlin Lighting Project. This work will be performed on Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A parcel of land in Clackamas County, Oregon, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

The Temporary Construction Easement is more particularly described as follows: A strip of land as depicted in Exhibit "B" attached hereto and by this reference made a part hereof (the Easement Area).

The true consideration for this conveyance is other good and valuable consideration.

This Temporary Construction Easement shall become effective on the date the County issues Notice To Proceed to the contractor and shall terminate on July 13, 2018, or when construction on the McLoughlin Lighting Project is completed, whichever occurs first.

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. Grantee may not remove trees, shrubs, brush, paving or other materials within the Easement Area without written approval of the Grantor, which approval will not be unreasonably withheld. Grantor shall not install any improvements within the Easement Area without written approval of the Grantee, which approval will not be unreasonably withheld, prior to Grantee's use of the Easement Area for the period of time that this Temporary Construction Easement remains in effect.

Grantee shall repair any damage to the property caused by Grantee's use of the Easement Area for the purposes described in this document. Grantee agrees to hold Grantor harmless for all injury to persons or property caused by Grantee's use of the Easement Area for the purposes described in this document. Upon the expiration or earlier termination of this easement, Grantee shall surrender the Easement Area in the condition it was as of the date Grantee took possession. Improvements and alterations constructed by Grantee shall not be removed unless the terms of Grantor's consent provides otherwise or unless Grantor requests Grantee to remove such improvements or alterations, in which event Grantee shall remove the same and restore the Temporary Construction Easement (NCPRD/SD #5)

Easement Area and any improvements. Depreciation and wear from ordinary use for the purpose for which the Premises and Improvements were let need not be restored.

In witness whereof, this Temporary Construction Easement is executed this \_\_\_ day of \_\_\_\_\_, 2018.

North Clackamas Parks and Recreation District

Clackamas County Service District No. 5

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Chair, Board of Directors

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018,  
by \_\_\_\_\_ as Chair of the Board of Directors of the North Clackamas Parks and Recreation District.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018,  
by \_\_\_\_\_ as Chair of the Board of Directors of Clackamas County Service District No. 5.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Clackamas, State of Oregon, described as follows:

**PARCEL I:**

**Lots 2 and 7, SPAULDING ACRES, in the County of Clackamas and State of Oregon.**

**TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.**

**EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.**

**PARCEL II:**

**A portion of Lot 1, SPAULDING ACRES, in the County of Clackamas and State of Oregon, described as follows:**

**Beginning at a stone which marks the most Southwesterly corner of the Orin Kellogg Donation Land Claim No. 53 in Township 2 South, Range 1 East of the Willamette Meridian, and which also marks the most Southwesterly corner of Tract 1 of SPAULDING ACRES; thence Easterly, along the Southerly line of said Tract 1 of said SPAULDING ACRES, 557.20 feet to a stone and being the true point of beginning; thence Southerly and at right angles to the line hereinabove described, 148.85 feet; thence Easterly and at right angles to the line just mentioned, 132 feet to the Westerly side of Olive Avenue, according to the plat of said SPAULDING ACRES; thence Northerly, along the Westerly line of said Olive Avenue, to a point where the line first described herein would intersect, if extended, the Easterly line of said Olive Avenue; thence Westerly, along said line extended, to the point of beginning.**

**TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.**

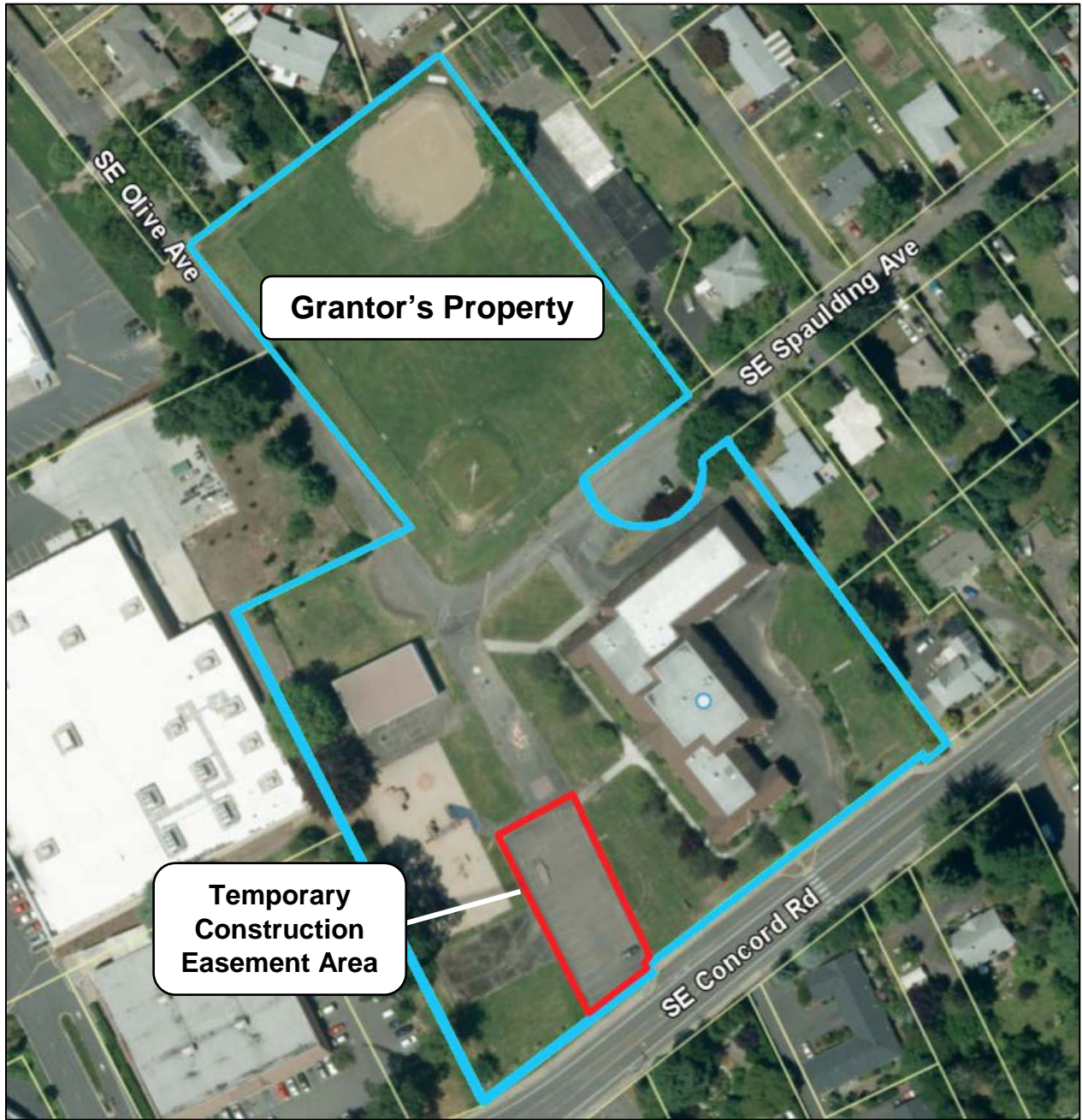
**PARCEL III:**

**That tract of land conveyed to the School District of Clackamas County, Oregon by deed recorded June 12, 1890 in Book 36, page 311, being located in the Northeast quarter of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon and lying Easterly of the East boundary of the Stephen Walker Donation Land Claim, Southerly of the South line of Lot 1, SPAULDING ACRES, West of the West line of Olive Avenue and Northerly of the North line of Concord Road.**

**TOGETHER WITH** those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

**EXCEPTING THEREFROM** that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

**EXHIBIT B**





**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Utility Easement Provided to  
Portland General Electric**

<b>Purpose/Outcomes</b>	This easement provided to Portland General Electric (PGE) allows for PGE to relocate existing electrical systems and provide service upgrades to the developed industrial property south of the Agency parcel.
<b>Dollar Amount and Fiscal Impact</b>	The easement is provided at no cost to either party.
<b>Funding Source</b>	Not applicable
<b>Safety Impact</b>	The easement will allow PGE to install updated electrical equipment.
<b>Duration</b>	The easement will be permanent until such time as the Grantor requests a relinquishment of the easement. Grantee (PGE) must provide all necessary documentation to remove the encumbrance within 30 days of such request.
<b>Previous Board Action</b>	No previous action by the Board of County Commissioners on this issue.
<b>Contact Person</b>	Ken Itel, Senior Project Planner, Clackamas County Development Agency – (503) 742-4324

**BACKGROUND**

PGE is requesting the utility easement to relocate existing electrical system components and to provide service upgrades to the developed industrial property to the south of the Agency parcel. The utility easement was made necessary in part by construction of the Sunrise Corridor. The majority of the Agency parcel containing the easement is occupied by the Sunrise Corridor right-of-way. PGE's electrical main lines are parallel to the roadway.

In order to provide service to the property to the south, it is necessary for PGE to cross a small portion of Agency property that is outside the Sunrise Corridor right-of-way. This portion of the Agency property is not developable as a standalone parcel. The attached easement allows PGE to install, access and maintain their electrical systems as necessary.

County Counsel has reviewed and approved this easement.

**RECOMMENDATION:**

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Approve the easement provided to Portland General Electric.
- Record the easement in the Deed Records of Clackamas County at no cost to the Development Agency.

Respectfully submitted,

Ken Itel  
Development Agency Senior Project Planner





*After Recording Please Return To:*  
Portland General Electric Company  
Attn: Property Services  
121 SW Salmon Street, 3WTC0406  
Portland, Oregon 97204-9951

Grantor's Mailing Address:  
150 Beavercreek Road  
Oregon City, OR 97045

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(Space above this line for Recorder's use)

Grantor: Clackamas County Development Agency  
Grantee: **Portland General Electric Company**  
APN/APN2: 22E10D01501/00478977

### PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by Clackamas County Development Agency, an Oregon urban renewal authority ("**Grantor**") hereby grants, conveys and warrants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, easement and right-of-way (the "**Easement**"), until such time as the Grantor requests a relinquishment of the easement, over, under, upon, through and across the real property situated in Clackamas County, Oregon as further described in Exhibit A attached hereto (the "**Property**").

The Easement shall affect an easement area approximately Ten (10) feet in width, extending Five (5) feet on each side of a center line of Grantee's Systems (as defined herein) located as constructed and/or to be constructed, extended or relocated on the Property, except to the extent of those portions of the Property, if any, occupied by existing building footings, foundations, aboveground improvements and/or subsurface structures on the effective date hereof (the "**Easement Area**"). As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

**Grantee's Rights.** Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances ancillary, including but not limited to, the right to provide, maintain, and protect quality habitat for aquatic, terrestrial, and avian wildlife, and the right of ingress to and egress from, along and upon said

Easement Area and over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

**Grantor's Use.** Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

**Relinquishment.** Within 30 calendar days of a request by Grantor for a relinquishment of the Easement described herein, Grantee shall provide all necessary documentation to remove the encumbrance over the Easement Area created by this Easement.

**Grantor Representations and Warranties.** Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

**Required Actions/Necessary Documents.** Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

**Liabilities.** In no event shall Grantee be liable to Grantor or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from Grantee's sole, joint or concurrent negligence.

**Applicable Law/Costs and Attorney Fees.** This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that Grantee finds it necessary to enforce any right under this Easement, Grantee shall be entitled to all reasonable costs and attorney's fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

**Entire Agreement.** This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted

Grantee pursuant hereto, and for all current and future damages, injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

Clackamas County Development Agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**ACKNOWLEDGMENT**

STATE OF OREGON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as \_\_\_\_\_ of Clackamas County Development Agency and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of Oregon  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Real property in the County of Clackamas, State of Oregon, described as follows:

PARCELS:

That part of Section 10, Township 2 South, Range 2 East, Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point in the center of State Highway No. 212 which is 1,734.20 feet North of the Southeast corner of said Section 10; thence South 89°38' West along said centerline 958 feet, more or less to the Southwest corner of a tract described in Contract of Sale to Sam R. Malfor and wife recorded February 20, 1969, Fee No. 69-2956; thence North along the West line of said Malfor Tract 30 feet to the Northerly right of way line of State Highway No. 212 and the true point of beginning; thence North 0°14'30" East along the West line of said Malfor Tract, 423.75 feet to the Northwest corner thereof; thence North 89°49'10" East along the North line of said Malfor Tract and its Easterly extension, 489.72 feet to the Southeast corner of that tract described as Parcel IV of the Contract of Sale to Wilford E. Thatcher and wife, recorded January 20, 1970, Fee No. 70-1227; thence North along the West line of said Thatcher Tract, 822.00 feet; thence South 89°49'10" West 489.72 feet to the East line of a tract conveyed to Joseph M. Exley by deed recorded February 19, 1969, Fee No. 69-2817; thence South 0°19'20" East along said East Line 777.3 feet to the most Northerly Southeast corner of said Exley Tract; thence West 33 feet; thence South 0°14'30" West along the boundary of said Exley Tract 468.45 feet to the Northerly right of way line of State Highway No. 212; thence East along said right of way line 33 feet to the true point of beginning.

EXCEPT that portion thereof conveyed to the State of Oregon by and through its Department of Transportation, Highway Division, by Warranty Deed recorded November 04, 1981, Fee No. 81-38146.

Tax Lot No. 22E10D01501/00478977

0.87 acres



ECOPY

DAN JOHNSON  
DIRECTOR

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

April 19, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Acceptance of a Temporary Construction Easement from the North Clackamas Parks and  
Recreation District (NCPRD)  
Related to the McLoughlin Blvd. Street Lighting Project

<b>Purpose/Outcomes</b>	Acceptance of a temporary construction easement from NCPRD.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	To be terminated once Service District No. 5 completes construction or July 13th, 2018, whichever is earlier.
<b>Previous Board Contact</b>	Business meeting on 08/10/2017.
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist – 503-742-4657

#### BACKGROUND:

EC Company contracted with CCSD#5 to construct phase 2 of the McLoughlin Blvd. street lighting project. This phase of the project includes the installation of new luminaries and aluminum poles on the eastside of SE McLoughlin Blvd. between SE Hull Ave. to SE Courtney Ave.

CCSD#5 is seeking a temporary construction easement affecting land owned by NCPRD and located at 3811 SE Concord Rd., and described as tax lot 2900 on Clackamas County Assessor's map No. 21E12AD for purposes of staging equipment and materials used to complete the street lighting installation for this project. Since EC Company is now assuming responsibility for constructing the street lighting, it would be efficient to allow EC Company to use the easement.

County Counsel has reviewed this temporary construction easement and NCPRD is recommending that the NCPRD Board approve and execute the same.

COPY

**RECOMMENDATION:**

Staff respectfully requests that the Board accept this temporary construction easement, so that EC Company may proceed with construction for of the McLoughlin Blvd. street lighting project.

Respectfully submitted,



Wendi Coryell  
Service District Specialist  
Department of Transportation and Development

Grantor: North Clackamas Parks and Recreation District	State of Oregon
Address: 150 Beaver creek Rd. Oregon City, OR 97045	
Grantee: Clackamas County Service District No. 5	
Address: 150 Beaver creek Rd. Oregon City, OR 97045	
After Recording Return to: Clackamas County SD No. 5 150 Beaver creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	

DO NOT RECORD

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Grantee shall repair any damage to the property caused by Grantee's use of the Easement Area for the purposes described in this document. Grantee agrees to hold Grantor harmless for all injury to persons or property caused by Grantee's use of the Easement Area for the purposes described in this document.

In witness whereof, this Temporary Construction Easement is executed this \_\_\_ day of \_\_\_\_\_, 2018.

North Clackamas Parks and Recreation District

Clackamas County Service District No. 5

\_\_\_\_\_  
Chair, Board of Directors

\_\_\_\_\_  
Chair, Board of Directors

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

This instrument was signed and attested before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018,  
by \_\_\_\_\_ as Chair of the Board of Directors of the North Clackamas  
Parks and Recreation District.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_)

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by \_\_\_\_\_ as Chair of the Board of Directors of Clackamas County  
Service District No. 5.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Clackamas, State of Oregon, described as follows:

**PARCEL I:**

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**EXCEPTING THEREFROM** that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.

**PARCEL II:**

**A portion of Lot 1, SPAULDING ACRES, in the County of Clackamas and State of Oregon, described as follows:**

**Beginning at a stone which marks the most Southwesterly corner of the Orin Kellogg Donation Land Claim No. 53 in Township 2 South, Range 1 East of the Willamette Meridian, and which also marks the most Southwesterly corner of Tract 1 of SPAULDING ACRES; thence Easterly, along the Southerly line of said Tract 1 of said SPAULDING ACRES, 557.20 feet to a stone and being the true point of beginning; thence Southerly and at right angles to the line hereinabove described, 148.85 feet; thence Easterly and at right angles to the line just mentioned, 132 feet to the Westerly side of Olive Avenue, according to the plat of said SPAULDING ACRES; thence Northerly, along the Westerly line of said Olive Avenue, to a point where the line first described herein would intersect, if extended, the Easterly line of said Olive Avenue; thence Westerly, along said line extended, to the point of beginning.**

**TOGETHER WITH** those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.

**PARCEL III:**

**That tract of land conveyed to the School District of Clackamas County, Oregon by deed recorded June 12, 1890 in Book 36, page 311, being located in the Northeast quarter of Section 12, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon and lying Easterly of the East boundary of the Stephen Walker Donation Land Claim, Southerly of the South line of Lot 1, SPAULDING ACRES, West of the West line of Olive Avenue and Northerly of the North line of Concord Road.**

**TOGETHER WITH those portions of Olive Avenue and Spaulding Avenue which inured thereto by vacation ordinances recorded October 31, 1966 in Book 681, page 770 and June 20, 1977 as Recording No. 77023737.**

**EXCEPTING THEREFROM that portion that portion conveyed to Clackamas County for road purposes by deeds recorded July 23, 1997 as Recording Nos. 97054539 and 97054540.**

**EXHIBIT B**

