



AGENDA

Thursday, August 7, 2014 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-82

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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.)*

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

1. Order No. _____ for the Consideration of Formation of an ORS 266 Parks and Recreation District Replacing the Current North Clackamas Parks and Recreation District at a Higher Permanent Rate (Gary Barth, Business and Community Services and Chris Storey, County Counsel)

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

2. 1. Approval of a Grant Agreement Amendment No. 2 from the State of Oregon Department of Human Services, Seniors and People with Disabilities Division, Senior Medicare Patrol Program to Provide Outreach, Education and Counseling about Medicare Fraud, Waste and Abuse – Social Services
3. 2. Approval of an Amendment to the Intergovernmental Agreement with the City of Oregon City for the Francis Ermatinger Historic Rehabilitation Project – Housing and Community Development

B. Elected Officials

- 4
5
6
1. Approval of Previous Business Meeting Minutes – *BCC*
 2. Approval to Enter into an Intergovernmental Agreement between Clackamas County Sheriff's Office and Colton School District for a School Resource Officer for the 2014-2015 School Year - *ccso*
 3. Approval to Enter into an Intergovernmental Agreement between Clackamas County Sheriff's Office and North Clackamas School District for a School Resource Officer for the 2014-2015 School Year - *ccso*

C. Administration

- 7
1. Approval of Amendment No. 1 to the Personal Services Contract with Managing Results LLC for Strategic Planning Services - *Purchasing*

D. Employee Services

- 8
1. Approval of the Clackamas County Deferred Compensation Plan and the Housing Authority of Clackamas County Deferred Compensation Plan

E. Department of Communications (C-COM)

- 9
1. Approval of a Global Lease Assignment Authorizing the Transfer of Radio Site Lease Agreements from Clackamas County to the Clackamas 800 MHz Radio Group

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



Stephen L. Madkour
County Counsel

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

August 7, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

**Consideration of Formation of an ORS 266 Parks and Recreation District
Replacing the Current North Clackamas Parks and Recreation District at
a Higher Permanent Rate**

Purpose/Outcome	Final public hearing on the question of whether or not to refer to voters the proposal to form a new ORS 266 parks and recreation district that would replace the current NCPRD at a new permanent rate
Dollar Amount and Fiscal Impact	NCPRD currently has a permanent rate of \$0.5394/1000 assessed value. This proposal, if passed by the BCC and referred to and passed by voters, would increase the permanent rate to the new district for parks and recreation services and facilities to \$0.89/1000 assessed value. No impact to the County General Fund.
Funding Source	Permanent tax rate of district residents
Safety Impact	None
Duration	Permanent
Previous Board Action/Review	Multiple study sessions. Hearing held on June 12, 2014 to initiate consideration of formation of the new ORS 266 district. Hearing held on July 17, 2014 to preliminarily approve formation/merger proposal
Contact Person	Chris Storey, Assistant County Counsel 503 742 4623
Contract No.	N/A

BACKGROUND:

The Board of County Commissioners initiated consideration of the formation of a parks and recreation service district organized under ORS 266 with an independently elected board to provide additional funding for parks and recreation services and facilities consistent with an aspirational master plan (the "New District"). All three cities within the current boundaries of North Clackamas Parks and Recreation District ("NCPRD") have passed formal resolutions consenting to inclusion of their territory in the New District.

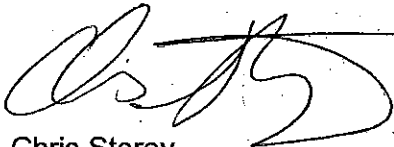
The New District's boundaries are identical to those of the currently-existing NCPRD, whose residents are paying \$0.5394 per thousand of assessed value in permanent tax rate to support the provision of parks and recreation services. NCPRD has undertaken an update of its 2004 Master Plan and as part of that process received the feedback that (i) current funding is inadequate to meet the long term needs of maintaining NCPRD's existing assets, and (ii) residents desire additional parks, open spaces, natural areas, trails, community centers and other amenities. NCPRD has circulated a proposed updated "aspirational" Master Plan to meet those needs, contingent on receiving additional funding. To receive an increase in its permanent rate, NCPRD must reform as a new district under current state law. In the process of doing so, the BCC has indicated a desire to also consider independent governance of NCPRD. The proposal under consideration today addresses both of those issues.

Attached is a proposed board order that would approve the reformation and merger proposal and order an election be held on the question. Included with the proposed board order are (i) a boundary description; (ii) a map of the New District, and (iii) ballot language including an explanatory statement.

Under the required boundary process proscribed by ORS 198, the BCC must select the governance model of the New District. Per BCC direction at its July 29, 2014 study session, the order includes direction that the New District has a five member board who are elected at-large from within its boundaries. These positions will be eligible for election at the same time as the formation question, on the November 4, 2014 ballot. The board of the New District may refer the question of changing the structure of governance at a later time if desired as set forth in ORS 266.

By approving the attached draft order the Board would approve referring to voters on the November 4, 2014 ballot the question of formation of the New District and merger of NCPRD into the newly-formed district, and establish the governance structure thereof. This would be the final action necessary for the proposal to be placed before voters.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Chris Storey', with a long horizontal line extending to the right.

Chris Storey
Assistant County Counsel

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

In the Matter of Calling
An Election on the Formation of an
ORS 266 Parks and Recreation
District and Merger of North
Clackamas Parks and Recreation
District Into the Same



ORDER NO.
(Page 1 of 2)

This matter coming before the Board at this time, and it appearing that by Order No. 2014-48 dated June 12, 2014, this Board initiated the formation of a county service district under ORS Chapter 266 for parks and recreation services to be known as the "North Clackamas Parks and Recreation District" (the "Proposed District") with a permanent rate of \$0.89 per thousand assessed value and with the same boundaries as the currently existing North Clackamas Parks and Recreation District organized under ORS Chapter 451 ("Existing District") as legally described on Exhibit A and shown on the map attached hereto on Exhibit B;

It further appearing that pursuant to such proposal, upon voter approval pursuant to a duly held election, the Existing District will merge with and into the Proposed District such that the Proposed District as organized under ORS 266 will be the surviving entity and such surviving entity will immediately assume all rights, title, ownership, property, contracts, liabilities (including outstanding debt, employment obligations or otherwise), funds, obligations and records of the Existing District (the "Merger"); and

It further appearing that this Board preliminarily approved formation of the Proposed District pursuant to Board Order 2014-76 on July 17, 2014; and

It further appearing that this matter came before the Board for a second public hearing on August 7, 2014 and that additional public testimony was received;

NOW, THEREFORE, IT IS HEREBY ORDERED that an election be held within the boundaries of the Proposed District on November 4, 2014 on the question of formation of the Proposed District and its Merger into the Existing District.

It is further RESOLVED AND ORDERED that the County submit ballot language substantially in the form attached hereto as Exhibit C and related explanatory statement describing the proposed formation question for inclusion in the Clackamas County voters pamphlet for the November 4, 2014 election subject only to ministerial correction by staff.

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

In the Matter of Calling
An Election on the Formation of an
ORS 266 Parks and Recreation
District and Merger of North
Clackamas Parks and Recreation
District Into the Same



ORDER NO.
(Page 2 of 2)

It is further RESOLVED AND ORDERED that the County shall give notice of the election as required by Oregon law, and shall take any other actions which are required to place this formation and Merger question on the November 4, 2014 election ballot.

It is further RESOLVED AND ORDERED that the Proposed District shall have a board of directors consisting of five (5) members who are elected at-large from within the boundaries of the Proposed District and such positions shall be listed for candidacy and election on the November 4, 2014 election ballot.

It is further RESOLVED AND ORDERED that if voters approve the formation of the Proposed District, the Existing District shall merge with and into the newly-formed Proposed District consistent with applicable state statute and the Merger shall take effect immediately upon the entry of the order of formation for the Proposed District.

It is further RESOLVED AND ORDERED that staff is directed to undertake any and all related actions necessary to effectuate the purposes and orders described above.

DATED this 7th day of August, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Exhibit "A"

June 5, 2014

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NORTH CLACKAMAS REGIONAL PARKS AND RECREATION DISTRICT BOUNDARY, 2014

Beginning at a point on the Clackamas County and Multnomah County Line where it intersects the center of the Willamette River;

Thence, Easterly along said County Line, also being the south line of the "Town of Sellwood", Plat Number 21, Clackamas County Plat Records, to the southeast corner of said plat;

Thence, continuing along said County Line and along the east line of said plat, Northerly to the section line common to Sections 23 and 26, Township 1 South, Range 1 East, Willamette Meridian;

Thence, continuing along said County Line, Easterly, Seven (7) miles, more or less, to the northeast corner of Section 25, Township 1 South, Range 2 East, Willamette Meridian;

Thence, leaving said County Line and along the east line of said Section 25, Southerly, 960 feet, more or less to the southwest corner of that tract of land described in Deed Document Number 1994-073651, Clackamas County Deed Records;

Thence, along the south line of said tract, Easterly, 1202 feet, more or less to the southeast corner thereof, said point also being on the west line of that tract of land described in Deed Document Number 2013-028017, Clackamas County Deed Records;

Thence, along the west line of said tract, Southerly, 191 feet, more or less to the north line of "Pleasant Valley Heights", Plat Number 1072, Clackamas County Plat Records;

Thence, along said north line, Westerly, 1205 feet, more or less, to the northwest corner of said plat, said point also being on the east line of said Section 25;

Thence, along the west line of said plat and the east line of said section 25, Southerly, 181 feet, more or less, to the south line of said plat, also being the centerline of Sager Road, County Road No. 1200;

Thence, along the centerline of said road, Easterly, 2017 feet, more or less to the southeast corner of that tract of land described Deed Document Number 1995-048989, Clackamas County Deed Records;

Thence, along the east line of said tract, Northerly, 250 feet, more or less to the northeast corner thereof;

Thence, along the north line of said tract, Westerly, 110 feet, more or less, to an angle point in the east boundary of that tract of land described in Deed Document Number 2011-054123, Clackamas County Deed Records;

Thence, along the most easterly line of said tract, Northerly, 199 feet, more or less, to the northeast corner thereof, said point also being on the south line of that tract of land described in Deed Document Number 2001-087232, Clackamas County Deed Records;

Thence, along the south line of said tract, and the south line of that tract of land described in Deed Document Number 2014-020636, Clackamas County Deed Records, Easterly, 744 feet, more or less, to the southeast corner of said Document Number 2014-020636 tract, said point also being on the centerline of 172nd Avenue, County Road No. 738;

Thence, along the centerline of said road, Northerly, 240 feet, more or less, to the northwest corner of the Moses Noble Donation Land Claim, Number 70;

Thence, along the north line of said Donation Land Claim, Easterly, 1518 feet, more or less to the northwest corner of that tract of land described in Deed Document Number 2014-001400, Clackamas County Deed Records;

Thence, along the west line of said tract and the west line of that tract of land described in Deed Document Number 2013-080777, Clackamas County Deed Records, Southeasterly, 410 feet, more or less, to the northwest corner of that tract of land described in Deed Document Number 1991-002878, Clackamas County Deed Records;

Thence, along the west line of said tract, Southerly, 140 feet, more or less to the southwest corner thereof;

Thence, along the south line of said tract, Easterly, 317 feet, more or less, to the southeast corner thereof, said point also being on the centerline of Foster Road, Market Road Number 18;

Thence, along the centerline of said road, Southeasterly, 741 feet, more or less, to the northeast corner of that tract of land described in Deed Document Number 2006-051750, Clackamas County Deed Records;

Thence, along the north line of said tract, Southwesterly, 615 feet, more or less, to the northwest corner thereof;

Thence, along the west line of said tract, Southerly, 135 feet, more or less, to the southwest corner thereof;

Thence, along the south line of said tract, Northeasterly, 627 feet, more or less to the southeast corner thereof, said point also being on the centerline of said Foster Road;

Thence, along the centerline of said road, Southeasterly, 359 feet, more or less to the northeast corner of that tract of land described in Deed Document Number 2012-020078, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 1069 feet, more or less to the northwest corner thereof;

Thence, along the west line of said tract, and the west line of that tract of land described in Deed Document Number 2012-020079, Clackamas County Deed Records, and the west line of that tract of land described in Deed Document number 1993-066336, Clackamas County Deed Records, Southerly, 1000 feet, more or less to the most westerly southwest corner of said Document Number 1993-066336 tract;

Thence, along the most westerly south line of said tract, Easterly, 203 feet, more or less to an angle point on the west line of said tract;

Thence, along the most southerly west line of said tract, and the west line of that tract of land described in Deed Document Number 2009-074910, Clackamas County Deed Records, and the west line of that tract of land described in Deed Document Number 1998-037473, Clackamas County Deed Records, and along the west line of that tract of land described in Deed Document Number 2010-016038, Clackamas County Deed Records, and the west line of that tract of land described in Deed Document Number 2007-066304, Clackamas County Deed Records, Southerly, 973 feet, more or less, to the northeast corner of that tract of land described in Deed Document Number 2002-051176, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 422 feet, more or less, to the northwest corner thereof;

Thence, along the west line of said tract, Southerly, 309 feet, more or less, to the southwest corner thereof;

Thence, along the south line of said tract, Easterly, 422 feet, more or less, to the southeast corner thereof, said point also being on the west line of that tract of land described in Deed Document Number 1972-032778, Clackamas County Deed Records;

Thence, along the west line of said tract and the west line of that tract of land described in Deed Document Number 2010-052274, Clackamas County Deed Records, Southerly, 329 feet, more or less to the northeast corner of that tract of land described in Deed Document Number 2004-059781, Clackamas County Deed Records;

Thence, along the north line of said tract and the north line of that tract of land described in Deed Document Number 1977-013087, Westerly, 328 feet, more or less to the northwest corner of said Document Number 1977-013087 tract;

Thence, along the west line of said tract, Southerly, 803 feet, more or less, to the southwest corner thereof, said point also being on the centerline of Hemrick Road, County Road Number 494;

Thence, along the centerline of said road, also being the north line of that tract of land described in Deed Document Number 1991-052820, Clackamas County Deed Records, and the north line of that tract of land described in Deed Document Number 2005-007307, Clackamas County Deed Records, and the north line of that tract of land described in Deed Document Number 2012-034941, Clackamas County Deed Records, Westerly, 160 feet, more or less, to the northwest corner of said Document Number 2012-034941 tract;

Thence, along the west line of said tract, Southerly, 395 feet, more or less, to the northeast corner of that tract of land described in Deed Document Number 2004-032440, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 352 feet, more or less, to the northwest corner thereof;

Thence, along the west line of said tract, Southerly, 427 feet, more or less, to the southwest corner thereof;

Thence, along the south line of said tract and the most westerly south line of that tract of land described as Parcel III in Deed Document Number 1982-000195, Clackamas County Deed Records, Easterly, 775 feet, more or less to an angle point in said Parcel III tract;

Thence, along the westerly line of said tract, Southerly, 50 feet, more or less, to an angle point in said line;

Thence, continuing along said line, Easterly, 83 feet, more or less, to an angle point on said line, said point being on the east line of the west half of the northeast quarter of Section 31, Township 1 South, Range 3 East, Willamette Meridian;

Thence, along said east line, Southerly, 1094 feet, more or less, to the northeast corner of that tract of land described in Deed Book 696, Page 259, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 1322 feet, more or less to the northwest corner thereof, said point also being on the centerline of 172nd Avenue, County Road Number 494;

Thence, along the west line of said Deed Book 696, Page 259 tract, Southerly, 166 feet, more or less to the southwest corner thereof;

Thence, along the south line of said tract, Easterly, 1323 feet, more or less to the southeast corner thereof, said point also being on said east line of the west half of the northeast quarter of said section 31;

Thence, along said east line, Southerly, 331 feet, more or less to the northeast corner of that tract of land described in Deed Document Number 2008-027209, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 461 feet, more or less, to the northwest corner thereof, said point also being on the centerline of Rock Creek;

Thence, along the west line of said tract, and along the centerline of said creek, downstream in a Southerly direction, 253 feet, more or less to the southwest corner thereof, said point also being on the north line of that tract of land described as parcel 1, in Deed Document Number 2008-027209, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 835 feet, more or less to the northwest corner thereof, said point also being on the centerline of said 172nd Avenue;

Thence, along the west lines of parcels 1, 2 and 31, of said Document Number 2008-027209 tract, also being along the centerline of said 172nd Avenue, Southerly, 333 feet, more or less, to the southwest corner of said parcel 31;

Thence, along the south line of said parcel 31 tract, Easterly, 272 feet, more or less to the northwest corner of parcel 4, described in Deed Document Number 2008-027209, Clackamas County Deed Records;

Thence, along the west line of said parcel 4 tract, Southerly, 172 feet, more or less, to the southwest corner thereof;

Thence, along the south line of said tract, Easterly, 1049 feet, more or less to the southeast corner thereof, said point also being on the east line of the west half of the southeast quarter of said section 31;

Thence, along said east line, Southerly, 137 feet, more or less to the northeast corner of that tract of land described in Deed Document Number 1984-017971, Clackamas County Deed Records;

Thence, along the north line of said tract and the north line of that tract of land described in Deed Document Number 1975-033355, Clackamas County Deed Records, and the north line of that tract of land described in Deed Document Number 1970-011859, Clackamas County Deed Records, Westerly, 661 feet, more or less, to the northwest corner of said Document Number 1970-011859 tract;

Thence, along the west line of said tract, Southerly, 680 feet, more or less, to the southwest corner thereof, said point also being on the centerline of Troge Road, County Road Number 1631;

Thence, along said centerline, Easterly, 701 feet, more or less, to a point on the east line of the west half of the southeast quarter of said section 31;

Thence, along said east line, Southerly, 1433 feet, more or less, to the southeast corner thereof, said point also being on the north line of Section 6, Township 2 South, Range 3 East, Willamette Meridian;

Thence, along the north line of said Section 6, Westerly, 819 feet, more or less, to the northeast corner of the plat of "Rachella Acres, Plat Number 1743, Clackamas County Plat Records;

Thence, along the most northerly east line of said "Rachella Acres" and the common line between lots 2, 3, 4 and 5 of said plat, Southerly, 1327 feet, more or less, to the southwest corner of said lot 2, said point also being on the centerline of Vogel Road, County Road Number 2364;

Thence, along the centerline of said road, Easterly, 165 feet, more or less, to the southeast corner of said lot 2;

Thence, along the east line of said lot 2, Northerly, 558 feet, more or less, to the northeast corner thereof, said point also being on the south line of lot 1, "Rachella Acres Two", Plat Number 1877, Clackamas County Plat Records;

Thence, along the south line of said lot 1, Easterly, 360 feet, more or less to the southeast corner thereof, said point also being on the centerline of Rachella Court;

Thence, along said centerline, Northerly, 75 feet, more or less, to the southwest corner of lot 6 of said "Rachella Acres Two";

Thence, along the south line of said lot, Easterly, 461 feet, more or less, to a point on the east line of the west half of the northeast quarter of Section 6, Township 2 South, Range 3 East, Willamette Meridian;

Thence, along said east line, Southerly, 633 feet, more or less, to a point on the centerline of said Vogel Road;

Thence, along the centerline line of said road, Westerly, 667 feet, more or less, to the northwest corner of that tract of land described in Deed Document Number 1985-040091, Clackamas County Deed Records;

Thence, along the west line of said tract, Southerly, 335 feet, more or less to the southwest corner thereof;

Thence, along the south line of said tract, Easterly 647 feet, more or less, to the southeast corner thereof, said point also being on the east line of the west half of the northeast quarter of said section 6;

Thence, along said east line, Southerly, 990 feet, more or less, to the southwest corner of that tract of land described as Parcel I in Deed Document Number 2010-043011, Clackamas County Deed Records;

Thence, along the south line of Parcel II of said Deed Document Number 2010-043011, Westerly, 25 feet more or less to a point on the south line of said tract and the centerline of 177th Avenue, County Road Number 2877;

Thence, along the centerline of said 177th Avenue, Southerly, 399 feet, more or less, to the northwest corner of that tract of land described in Deed Document Number 2005-124662, Clackamas County Deed Records;

Thence, along the north line of said tract, Easterly, 200 feet, more or less, to the northeast corner thereof;

Thence, along the east line of said tract, Southerly, 250 feet, more or less, to the southeast corner thereof;

Thence, along the south line of said tract, Westerly, 200 feet, more or less, to the southwest corner thereof, said point also being on the centerline of said 177th Avenue;

Thence, along said centerline, Southerly, 30 feet, more or less, to the northeast corner of that tract of land described in Deed Document Number 1971-15674, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly 177 feet, more or less, to the northwest corner thereof, said point also being on the east line of that tract of land described in Deed Document Number 1992-075726, Clackamas County Deed Records;

Thence, along the east line of said Deed Document Number 1992-075726 tract, Northerly, 202 feet, more or less, to the northeast corner thereof;

Thence, along the north line of said tract, Westerly, 150 feet, more or less, to the northwest corner thereof;

Thence, along the west line of said tract, Southerly, 187 feet, more or less, to an angle point in said west line;

Thence, continuing along said west line, Southerly, 166 feet, more or less, to the southwest corner thereof, said point also being on the centerline of Sunnyside Road, County Road Number 1040;

Thence, along the centerline of said road, Northwesterly, 156 feet, more or less, to the northeast corner of Lot 19, "Golden Horseshoe Estates" Plat Number 1249, Clackamas County Plat Records;

Thence, along the east line of said Lot 19, Southerly, 284 feet, more or less to the southeast corner thereof;

Thence, along the south line of said Lot 19, Westerly, 120 feet, more or less, to the most southerly west corner thereof;

Thence along the southwesterly line of said Lot 19 and the southwesterly line of Lots 17 and 18 of said plat, Northwesterly, 512 feet, more or less, to the northwest corner of said Lot 17, said point also being a point on the south line of Lot 16 of said plat;

Thence, along the south line of said Lot 16, Westerly 20 feet, more or less, to the southwest corner thereof, said point also being on the east line of Lot 6 of said plat;

Thence, along the east line of said Lot 6, Northerly, 91 feet, more or less to the southwest corner of Lot 15 of said plat;

Thence, along the south line of said Lot 15, Easterly, 349 feet, more or less, to the southeast corner thereof, said point also being on the centerline of said Sunnyside Road;

Thence, along the centerline of said road, Northerly, 90 feet, more or less, to the northeast corner of said Lot 15;

Thence, along the north line of said lot, Westerly, 335 feet, more or less, to the northwest corner thereof, said point also being on the east line of Lot 5 of said plat;

Thence, along the east line of said Lot 5, Northerly, 14 feet, more or less, to the northeast corner thereof;

Thence, along the north line of said lot, Westerly 273 feet, more or less, to the northwest corner thereof, said point also being on the centerline of 172nd Avenue, County Road Number 25;

Thence, along the west line of said Lot 5 and the west lines of Lots 6 and 7, of said plat also being the centerline of said road, Southerly, 300 feet, more or less, to the southwest corner of said lot 7;

Thence, along the south line of said Lot 7, Easterly, 273 feet, more or less, to the southeast corner thereof, said point also being on the west line of Lot 20 of said plat;

Thence, along the west line of said Lot 20, Southerly, 100.00 feet, more or less, to the northeast corner of Lot 9 of said plat;

Thence, along the north line of said lot, Westerly, 273 feet, more or less, to the northwest corner thereof, said point also being on the centerline of said 172nd Avenue;

Thence, along the centerline of said road, Southerly, 210 feet, more or less, to the southwest corner of said plat;

Thence, along the south line of said plat, Easterly, 461 feet, more or less, to the northwest corner of Lot 10, "Sun Valley Estates", Plat Number 1722, Clackamas County Plat Records;

Thence, along the west line of said plat, Southerly, 644 feet, more or less, to the southwest corner thereof;

Thence, along the south line of said plat, Easterly, 869 feet, more or less, to the southeast corner thereof, said point also being on the east line of the west half of the southeast one quarter of Section 6, Township 2 South, Range 3 East, Willamette Meridian;

Thence, along said east line, Southerly, 954 feet, more or less, to a point on the south line of said Section 6, also being the north line of Section 7, Township 2 South, Range 3 East, Willamette Meridian;

Thence, along the north line of said Section 7, Westerly, 36 feet, more or less, to the northwest corner of that tract of land described in Deed Document Number 1999-009161, Clackamas County Deed Records;

Thence, along the west line of said tract, Southerly, 462 feet, more or less, to the southwest corner thereof;

Thence, along the south line of said tract, Easterly, 36 feet, more or less, to a point on the east line of the west half of the northwest one quarter of said Section 7;

Thence, along said east line, Southerly, 401 feet, more or less, to the northeast corner of that tract of land described in Deed Document Number 1982-029391, Clackamas County Deed Records;

Thence, along the north line of said tract, Westerly, 557 feet to the northwest corner thereof;

Thence, along the west line of said tract, Southerly, 470 feet, more or less to the southwest corner thereof;

Thence, along the south line of said tract, Easterly, 253 feet, more or less, to the northwest corner of that tract of land described in Deed Document Number 1995-074911, Clackamas County Deed Records;

Thence, along the west line of said tract, Southerly, 976 feet, more or less, to a point on the centerline of Armstrong Circle, Market Road Number 16;

Thence, along said centerline, Southeasterly, 21 feet, more or less, to the northwest corner of that tract of land described in Deed Book 585, Page 413, Clackamas County Deed Records;

Thence, along the west line of said tract, Southerly, 348 feet, more or less, to the southwest corner thereof, said point also being on the centerline of Highway 212;

Thence, along said centerline, Westerly, 1020 feet, more or less, to the center one quarter corner of said Section 7;

Thence, along the north-south centerline of said Section 7, Southerly, 2640 feet, more or less, to the south one quarter corner of said Section 7;

Thence, along the south line of said Section 7, Westerly, 2640 feet, more or less, to the southwest corner of said Section 7;

Thence, along the section line between Section 13, Township 2 South, Range 2 East, and Section 18, Township 2 South, Range 3 East, Willamette Meridian, Southerly, 926 feet, more or less, to the southeast corner of the plat of "Shadow Mountain", Plat Number 3879, Clackamas County Plat Records;

Thence, along the south line of said plat and the south line of Partition Plat No. 2005-101, Clackamas County Plat Records, Westerly, 850 feet, more or less, to the center of Highway 212;

Thence, along the centerline of Highway 212, Southerly, 700 feet, more or less, to a point that is 1610.40 feet South and 701.58 feet West of the Northeast corner of said Section 13;

Thence, parallel with the north boundary of said Section 13, Westerly, 1600 feet, more or less, to center of the Clackamas River;

Thence, downstream along the center of the main channel of the Clackamas River to its confluence with the Willamette River;

Thence downstream along the center of the main channel of the Willamette River to a point on the westerly extension of the south line of the plat of "Sellwood", Plat Number 21, Clackamas County Plat Records, being a point on the County Line between Clackamas and Multnomah Counties, said point also being the point of beginning;

Excepting therefrom the following described tracts of land that are "Islands" surrounded by the City of Happy Valley, but have not yet been annexed into the corporate limits of said City:

Tax Lot data:	Deed reference, Clackamas County Deed Records:
12E25A 01900	Document Number 2001-091408
12E25BA00700	Document Number 1997-040968
12E25BA01200	Document Number 1993-013168
12E25D 00500	Document Number 2012-051362
12E25D 00600	Document Number 2007-047779
12E25D 00700	Document Number 2006-078603

12E25D 00800	Document Number 2011-020300
13E30B 02800	Document Number 1989-006051
13E30B 02801	Document Number 2000-059720
13E30B 02700	Document Number 2012-081904
13E30B 02601	Document Number 1974-25394
13E30B 02602	Document Number 1999-011063
13E30B 02603	Document Number 2010-080130
13E30C 00201	Document Number 2002-076442
13E30C 00203	Document Number 2011-011260
13E30C 00500	Document Number 1999-089364
13E30C 00601	Document Number 1996-016505
13E30C 00602	Document Number 1993-057929
13E30C 00604	Document Number 2012-013788
13E30C 00800	Document Number 1991-000844
13E30C 00900	Document Number 1993-050570
13E30C 01000	Document Number 2004-068051
13E30C 01200	Document Number 1981-004626
13E30C 01900	Document Number 1991-045075
13E30C 02600	Document Number 1997-001704
13E30C 02700	Document Number 1997-001704
13E30D 02601	Document Number 1994-070855
13E30D 03100	Document Number 2014-022444
13E31A 00700	Document Number 2012-021944
12E36CA00101	Document Number 2010-058286

12E36CA00600	Document Number 2004-016283
12E36CA00700	Document Number 1991-023191
12E36CA00800	Document Number 1994-071682
12E36CA00900	Document Number 2005-026682
12E36CA01000	Document Number 1999-078287
12E36CA01100	Document Number 2010-042430
12E36CA01200	Deed Book 659, Page 704
12E36CA01400	Document Number 2008-083474
12E36CA01600	Document Number 1985-003057
12E36CA01700	Deed Book 662, Page 196
12E36CC00300	Document Number 2009-069166
12E36CC00404	Document Number 2011-044964
12E36CC01000	Document Number 1989-002643
12E36DA00400	Document Number 1992-045163
12E36DA00500	Document Number 1998-112449
12E36DA00800	Document Number 2001-005815
12E36DA00900	Document Number 2005-004640
12E36DA01201	Document Number 1989-021526
12E36DB01100	Document Number 1974-004219
12E36DB01200	Document Number 2005-120734
12E36DB01400	Document Number 1986-000925
12E36DB01500	Deed Book 685, Page 529
12E36DB01700	Document Number 1985-006666
12E36DB02500	Document Number 1999-103212
12E36DB02600	Document Number 1986-014831

12E36DB02700	Document Number 1987-022251
12E36DB02800	Document Number 1988-043533
12E36DB02900	Document Number 2009-040525
22E01AA16400	Document Number 1988-039996
22E12A 00100	Document Number 2005-084935
22E12A 00101	Document Number 1973-009096
22E12A 00300	Document Number 2007-035301
23E06B 00902	Document Number 1994-061842
23E06B 01500	Deed Book 208, Page 619
23E06BB01000	Document Number 2004-085175
23E06C 00200	Document Number 2001-052563
23E06C 00300	Document Number 1987-054701
23E06C 00400	Document Number 1997-045673
23E06C 00500	Document Number 2006-069556
23E06C 00600	Document Number 1992-052615
23E06C 00700	Document Number 1975-038196
23E06C 00800	Document Number 2010-040544
23E06C 00900	Document Number 2005-101261
23E06C 01000	Document Number 1993-020715
23E06C 01200	Document Number 2013-014593
23E06C 01300	Document Number 1983-022951
23E06C 01400	Document Number 2009-023307
23E06C 01500	Document Number 1972-030582
23E06C 01700	Document Number 2013-011467

23E06C 01800	Document Number 1975-000314
23E06C 02100	Document Number 2003-090210
23E06C 02400	Document Number 1995-047880
23E06C 02500	Document Number 2012-026888
23E06C 02600	Document Number 2011-008326
23E06C 02700	Document Number 2007-043729
23E06C 02800	Document Number 1972-012306
23E06C 02900	Document Number 2002-059182
23E06C 03100	Document Number 1982-003269
23E06C 03200	Document Number 2010-055179
23E06C 03300	Document Number 1995-011444
23E06C 03400	Document Number 1972-027661
23E06C 03500	Document Number 1973-014079
23E06C 03600	Document Number 1972-038290
23E06C 03700	Document Number 1972-022353
23E06C 04400	Document Number 1980-035663
23E06C 04500	Document Number 2014-015268
23E06C 04600	Document Number 2013-030360
23E06C 04700	Document Number 1992-012771
23E06C 04800	Document Number 2009-030004
23E06C 04900	Document Number 2010-041885
23E06C 05000	Document Number 2007-064174
23E06C 05100	Document Number 2001-093488
23E06C 05200	Document Number 2008-055686
23E06C 05300	Document Number 1975-009082

23E06C 05500	Document Number 2004-033594
23E06C 05600	Document Number 1993-072548
23E06C 05700	Document Number 2009-053143
23E06C 05800	Document Number 2008-047114
23E06C 05900	Document Number 1984-044366
23E06C 06200	Document Number 1998-047674
23E06C 06300	Document Number 2013-026570
23E06C 06400	Document Number 1992-078381
23E06C 06500	Document Number 2006-087377
23E06C 06600	Document Number 1985-041329
23E06C 07600	Document Number 1987-054998
23E06C 07601	Document Number 1987-054998
23E06C 07602	Document Number 1992-054464
23E06DB00200	Document Number 1986-020172
23E07B 00401	Document Number 1993-002359
23E07B 00403	Document Number 1980-009724
23E07B 00404	Document Number 1975-001092
23E07B 00405	Document Number 1993-002359
23E07B 00421	Document Number 1993-002359

Further excepting therefrom all property within the City of Portland corporate city limits:

Further excepting therefrom all property within the City of Gladstone corporate city limits:

Further excepting therefrom all property within the City of Johnson City corporate city limits:

6-05-2014

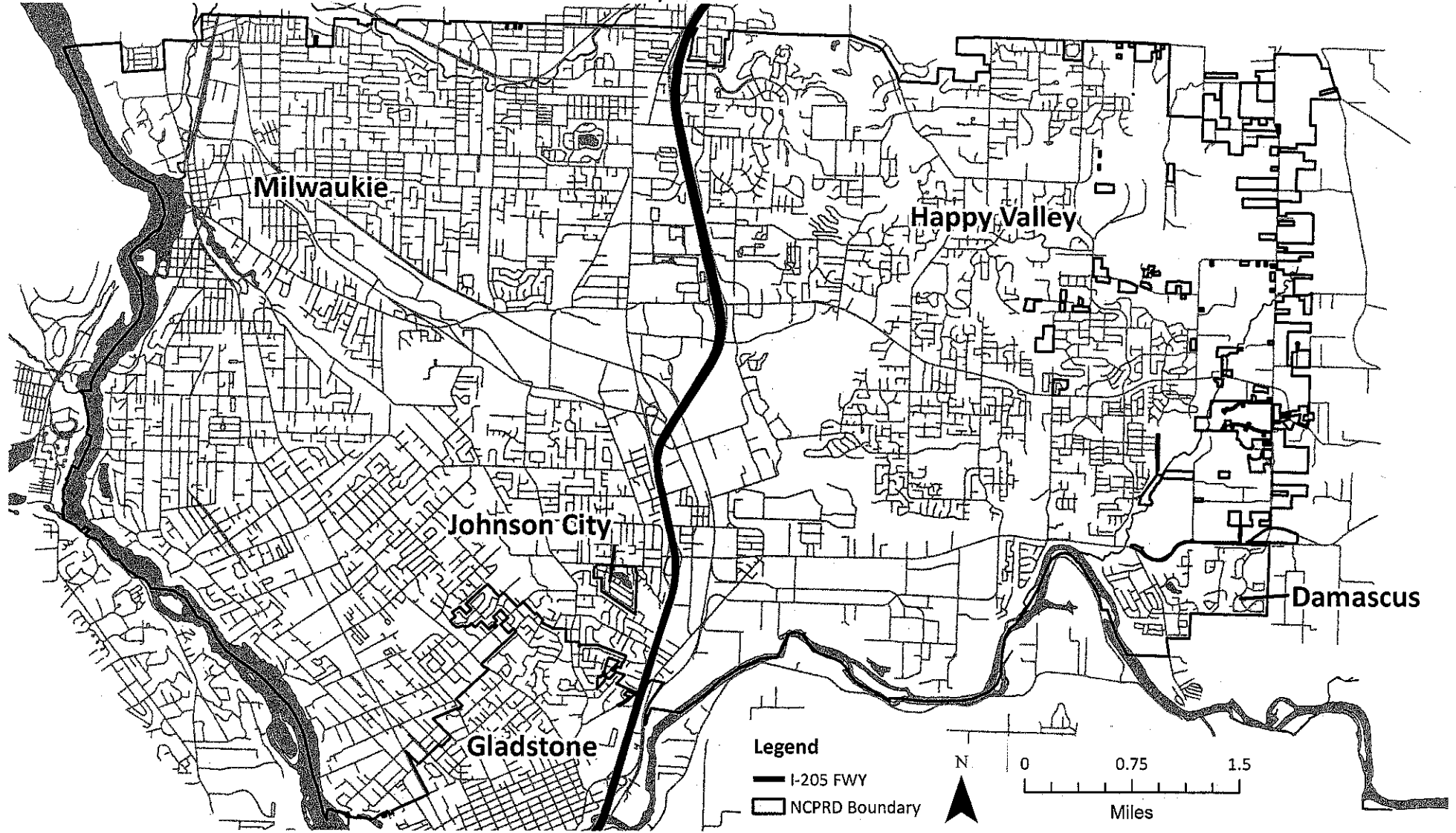
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jeffery N. Adair
OREGON
FEBRUARY 08, 2000
JEFFERY N. ADAIR
58984

RENEWS: 12-31-15

Exhibit "B" :

North Clackamas Parks & Recreation District Boundary 2014



"Exhibit C"

CAPTION: REFORM NORTH CLACKAMAS PARKS AND RECREATION DISTRICT WITH INDEPENDENT GOVERNANCE

QUESTION: Shall NCPRD be reformed with independently elected board under ORS 266 at permanent rate of \$0.89 per \$1000 assessed value?

SUMMARY: If passed, North Clackamas Parks and Recreation District ("NCPRD") would reform as an independent parks and recreation district governed by directors elected from within its boundaries, with a permanent rate of \$0.89 per \$1000, a \$0.35 per \$1000 increase from current rates (~\$7 per month more for a \$250,000 home).

Currently, NCPRD is a county district governed by the Board of County Commissioners. This proposal would not change current boundaries, only governance and rate, and merge the current district into the new district. Increased funding would support: equitably locating facilities and services throughout the district; support maintenance and repair of existing parks; conservation and enhancement of natural areas; programs for older adults and youth; and development of new facilities focusing on addressing unmet needs in under-served and growing areas. Recommended projects are:

- *Completing Milwaukie Riverfront Park
- *Developing large community park in Oak Lodge area
- *Building new community center in Happy Valley
- *Establishing new neighborhood parks in mature communities such as Oak-Grove/Jennings Lodge and Milwaukie
- *Public access and resource protection along rivers and streams

EXPLANATORY STATEMENT:

Background: North Clackamas Parks and Recreation District ("NCPRD") was formed in 1990 by a vote of the citizens to provide parks, facilities and recreational programs to the urban area in North Clackamas County and today serves a 36 square mile area including the cities of Milwaukie and Happy Valley and the unincorporated areas between.

Why is additional funding needed?

NCPRD's tax rate of \$0.59 per \$1,000 is the lowest tax rate of all comparable urban parks district in the state. Similarly sized districts, such as Tualatin Hills, Bend, and Willamalane collect \$1.31, \$1.46, and \$1.97 per \$1,000, respectively. Operating and maintenance costs continue to increase and are outpacing revenues, limiting NCPRD's ability to adequately maintain its current assets or develop new facilities.

A two-year master planning update process demonstrated strong community desire for more parks, trails, open spaces, recreational facilities and programs. Additional funding would enable NCPRD to start meeting the goals of the draft master plan. It is available online at ncprd.com/master-plan.

How will the additional funding be used?

The revenue increase would allow an initial capital plan that the new board would consider, likely similar to that described in the Summary. In addition, the increased funding would:

- provide direct or matching funds for acquiring new park sites and facilities in underserved areas throughout the District, developing unimproved sites, and enhancing existing facilities, such as much needed improvements to the Milwaukie Center for senior services.
- enable the District to repair, replace and refurbish aging assets
- enhance efforts to acquire and protect land important for wildlife habitat and natural ecological processes while providing high quality passive recreation
- expand recreational programs and services to meet growing demand, particularly for older adults and youth
- acquire and develop new trail links
- create partnerships opportunities to: develop sports fields, improve spaces for seniors, and establish community gathering spaces

What is the District's track record?

When formed, NCPRD's original ballot measure identified key projects. Those included an aquatic park, 10 new neighborhood parks, two riverfront parks, 75 acres of natural areas, 9 miles of trails, new sports fields and new recreational programs.

All of those goals have been accomplished and NCPRD now operates and maintains more than 38 parks, 25 natural areas and 15 miles of trails, as well as North Clackamas Aquatic Park, Milwaukie Center, North Clackamas Park and Hood View Community Park.

All of NCPRD's tax revenues now currently go to support existing debt service and recreational programs, operations and maintenance.

What else will change?

As an independent parks district, formed under ORS 266, residents will have the opportunity to elect the board that will govern the new district. Under this new structure, board members must reside within the boundaries of NCPRD and will provide local leadership over parks and recreation programs, operations and capital investments. If passed, NCPRD will immediately merge with the new district, which will assume all rights, title, ownership, property, contracts, liabilities (including outstanding debt), funds, obligations and records of NCPRD.



Parks & Recreation Ballot Measure Background



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

NCPRD at a Glance

Formed in 1990, establishing a park and recreation system that incorporated existing City of Milwaukie parks and two County parks in North Clackamas County

Under ORS 451, NCPRD is structured as a County service district and is governed by the BCC

NCPRD serves nearly 116,000 residents in a 36-mile area of northern Clackamas County including the cities of Milwaukie, Happy Valley and the unincorporated area in between.

Dedicated tax base of .5382/\$1,000 in assessed home value, which has not been increased since District formation in 1990

NCPRD Overview



Neighborhood Parks



Community Parks



Special Use Areas



Natural Areas



Greenways

NCPRD provides residents the opportunity to enjoy the outdoors with 38 parks, 25 natural areas and 15 miles of trails

N CPRD Programs and Services



Adult Classes



Youth Sports



RecMobile



Special Events



Activity and Interest Groups

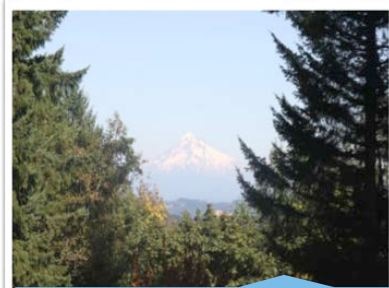
Since formation, N CPRD has steadily increased and improved the programs and services offered to residents.

NCPRD Accomplishments to Date

NCPRD has been able to complete nearly all of the goals set out in the original ballot measure, while also adding many other parks and amenities including:



Development of North Clackamas Aquatic Park



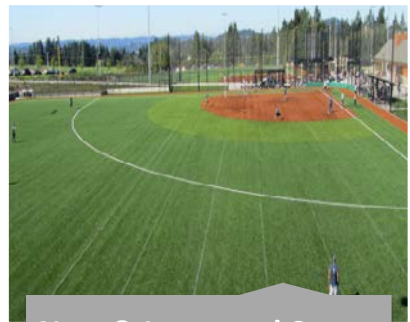
240+ acres of Natural Area



15 New Neighborhood Parks



15 miles of Trails



New & Improved Sports and School Fields



300+ Recreation Programs



Expanded Services at Milwaukie Center



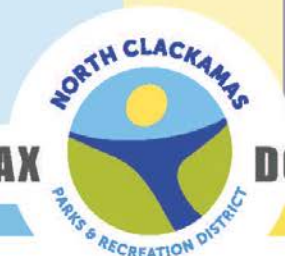
New and Improved Youth and Adult Sports

NCPRD Revenues at Maximum Capacity

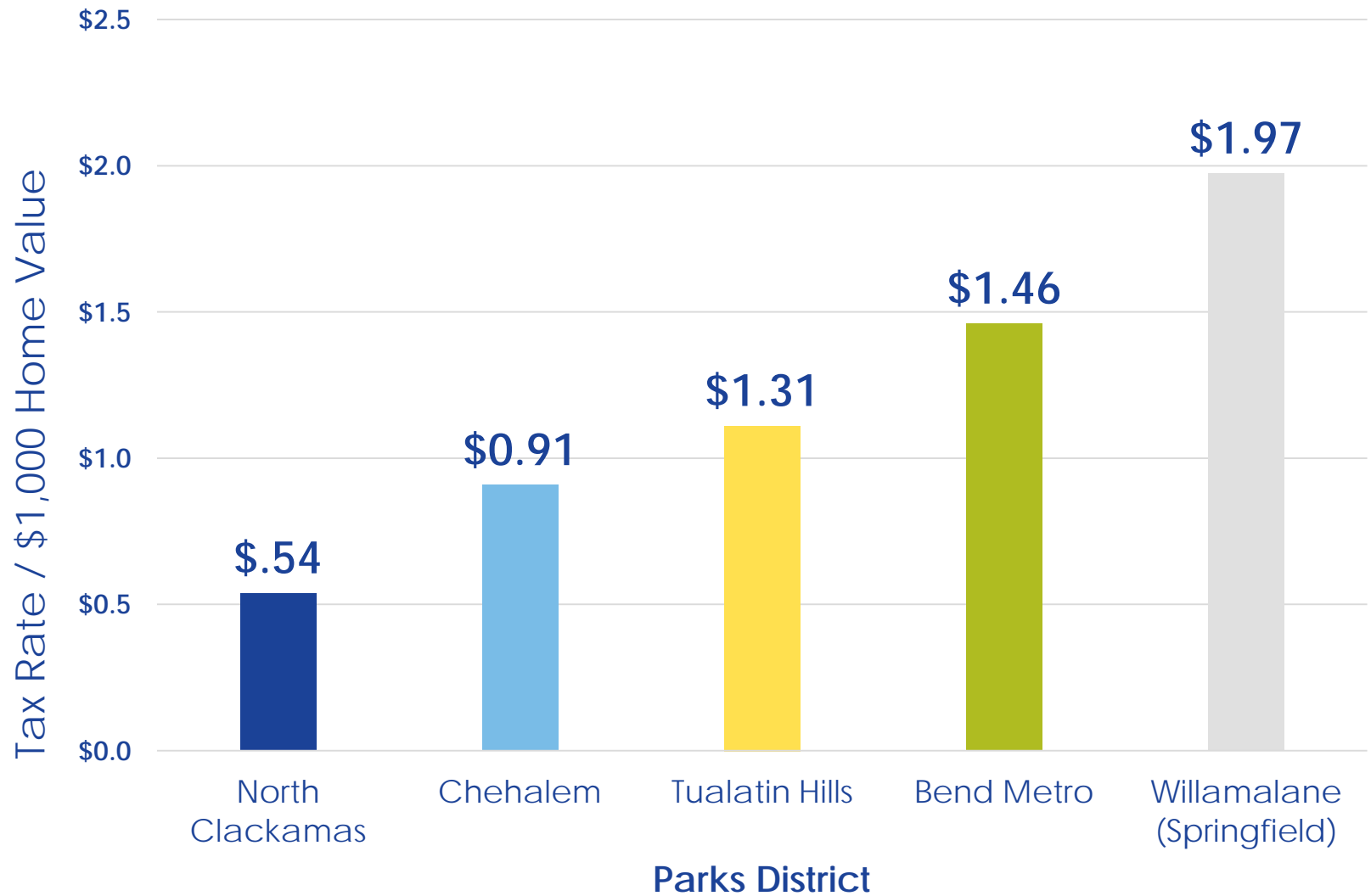


WHERE DOES MY TAX

DOLLAR GO?



NCPRD Tax Rate Comparison



2004 Master Plan Needs Identified

Renovate existing parks

Acquire and develop land for parks and trails in the District

Enhance programs and services

2004 Proposed Funding Solutions

Pass a general obligation bond to fund capital projects

Create a new Special Parks District formed under ORS 266

Increase the permanent tax rate for the new District to secure long-term funding

*** The 2004 plan was adopted, but the recommended funding solutions were not approved. NCPRD used creative funding and partnership solutions to meet many of the master plan goals. However, reliable funding is an ongoing issue.**

2014 Master Plan Recommendations

Consistent with the 2004 Master Plan

Identify funding sources for capital investments, strengthened programming and ongoing operations

Maintain and enhance current parks and facilities

Develop new parks and facilities in underserved areas as well as growing communities

Enhance efforts to acquire and protect natural areas and develop new trail links

Establish an independent governing body



A Ballot Measure to Re-form NCPRD at a Higher Rate Would:

Allow NCPRD to follow Master Plan recommendations set forth in both 2004 and 2014 Master Plans

Establish long-term financing solutions for the District

Enhance NCPRD services and programs to meet the growing demand for parks and recreation needs of a changing community

Allow NCPRD to continue delivering parks and recreation facilities and services at the high standard residents are accustomed to including: park maintenance, natural area conservation and restoration, and repair, replacement and refurbishment

Create the opportunity for NCPRD investment in new parks, natural areas and recreation facilities

Re-forming as an Independent District Would:

Provide a dedicated board solely focused on the parks and recreation needs of District residents

Provide local decision-making and control through a board of District residents

Questions?



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

August 7, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement Amendment #2 from the State of Oregon,
Department of Human Services, Seniors and People with Disabilities Division,
Senior Medicare Patrol (SMP) Program to Provide Outreach, Education and Counseling
About Medicare Fraud, Waste, and Abuse to People in Our Community

Propose/ Outcomes	Approval of a grant agreement amendment #1 from the State of Oregon, Department of Human Services, Seniors and People with Disabilities Division, SMP Program to provide outreach, education and individual counseling about Medicare fraud, waste, and abuse to people in our community.
Dollar Amount and Fiscal Impact	This grant agreement amendment increases the current contract maximum of \$37,500 to a new contracted maximum of \$47,500.
Funding Source	Oregon Department of Human Services – Seniors and People with Disabilities Division, SMP Program. OR-SMP grants are funded by the Federal Administration on Aging. There are no Matching Funds nor County General Funds involved.
Safety Impact	None
Duration	March 1, 2012 to May 31, 2015
Previous Board Action	051012-A2 and 101112-A1
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	5830 (SS-180-11/12)

Background

The Social Services Division of the Health, Housing and Human Services Department requests the approval of a Grant Agreement Amendment #2 from the State of Oregon, Department of Human Services, Seniors and People with Disabilities Division, SMP Program to provide outreach, education and individual counseling about Medicare fraud, waste, and abuse to people in our community. The application for these funds was approved by the BCC on February 28, 2012.

The Volunteer Connection program of Clackamas County Social Services has operated the Senior Health Insurance Benefits Assistance (SHIBA) program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to their Medicare and other health insurance. These services are invaluable to our senior and disabled citizens and provide a much-needed resource for our most vulnerable populations.


These grant funds help provide the Volunteer Connection SHIBA program the opportunity to educate and create solutions for tracking an increased number of people about Medicare fraud, waste and abuse. Outreach efforts focus on high populations, Rural, Hispanic and Tribal communities.

The amendment was received from DHS on June 23, 2014 and required further review by the Division and County Counsel. The amendment was approved by County Counsel on July 15, 2014.

Recommendation

We recommend the approval of this grant agreement amendment and that Cindy Becker, Director of Health, Housing & Human Services is authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker, Director



Agreement Number 138575

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **02** to Agreement Number **138575** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Volunteer Connection
2051 Kaen Road
Oregon City, OR 97045
Telephone: (503) 655-8862
Facsimile: (503) 650-5722**

**E-mail address: gburley@co.clackamas.or.us
County's home page URL: <http://www.clackamas.us/socialservices/vc.jsp>**

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. The Agreement is amended to update program designation as follows:

**Aging and People with Disabilities
State Unit on Aging
676 Church Street NE
Salem, Oregon 97301
Agreement Administrator: Nakeshia Knight-Coyle
Telephone: 503-373-1760
Fax: 503-373-1133
Email: nakeshia.knight-coyle@state.or.us**

- b. **Exhibit D, "Required Federal Terms and Conditions"** is hereby superseded and restated in its entirety, as set forth in **Exhibit D, "Required Federal Terms and Conditions"**, attached hereto and incorporated herein by this reference.
- c. The Agreement is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

1. ~~Effective Date and Duration~~

Upon signature by all applicable parties, this Agreement shall be effective March 1, 2012, through ~~May 31, 2014~~ **May 31, 2015**, 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 Agency that has not been cured.

- d. The Agreement is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

Section 3 **Consideration**, subsection a. only:

3. Consideration.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$37,500.00~~ **\$47,500.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

- e. The Agreement is hereby amended as follows; language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

EXHIBIT A, Part 2, Payment and Financial Reporting, Section 1. Payment Provisions:

1. Payment Provisions:

The not-to-exceed (NTE) Agreement amount for the term of the Agreement is ~~\$37,500.00~~ **\$47,500.00** for project implementation. **The not-to-exceed amount for the period June 1, 2014 through May 31, 2015 is \$10,000.00.**

The NTE amount for the period of March 1, 2012, through May 31, 2012, is \$10,000. Funding for the period June 1, 2012, through May 31, 2013, and June 1, 2013, through May 31, 2014, is dependent on receipt of funding awards from AoA. County shall contribute ~~\$11,528.00~~ **\$15,568.00** as non-federal cash or in-kind match during the Agreement period.

County shall send all invoices to DHS' Agreement Contact at the address specified below. Invoices shall be submitted quarterly. County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

Attached as is Attachment #1 **Senior Medicare Patrol (SMP) Grant Budget** is the proposed ~~“Clackamas County Volunteer Connection Contractual Budget/Justification—Total 3-years”~~ which DHS will use as the beginning basis for any Grant payments under this Agreement **for the period June 1, 2014 through May 31, 2015.** .

- f. **Attachment 1 Clackamas County Volunteer Connection Contractual Budget / Justification - TOTAL 3 Years** is hereby superseded and restated in its entirety, as set forth in ~~Attachment 1 Senior Medicare Patrol (SMP) Grant Budget~~ attached hereto and incorporated herein by this reference.
- g. **Attachment 2** is added, as set forth in **Attachment 2 Senior Medicare Patrol Project Work Plan** attached hereto and incorporated herein by this reference.

3. Certification.

- a. The County 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 County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County 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. County 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 County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
 - (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
 - (2) The information shown in Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (3) To the best of the undersigned’s knowledge, County 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;
 - (4) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department

of the Treasury and currently found at:

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>; and
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.

b. County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **County Data and Certification.** County shall provide current information as required below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): CLACKAMAS COUNTY

Street address: 2051 Kaen Road

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

Email address: BrendaDur@clackamas.us

Telephone: (503) 655-8641 Facsimile: (503) 655-8889

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Clackamas County Self Administered

Policy #: Self Insured Expiration Date: Ongoing

County shall provide proof of Insurance upon request by DHS or DHS designee.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County acting by and through its Volunteer Connection

By:

Authorized Signature	Title	Date
----------------------	-------	------

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature	Title	Date
----------------------	-------	------

Approved for Legal Sufficiency:

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

Assistant Attorney General	Date
----------------------------	------

Office of Contracts and Procurement:

Contract Specialist	Date
---------------------	------

EXHIBIT D

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors

declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees ~~that the unlawful manufacture, distribution, dispensation, possession or use of a~~ controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. Medicaid Services. County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. Agency-based Voter Registration. County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed

care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

ATTACHMENT #1

Senior Medicare Patrol (SMP) Grant Budget June 1, 2014 through May 31, 2015

Object Class Category	Federal Funds	Non-Federal Cash/In-kind	TOTAL	Justification
Personnel	4760		4760	One part-time Human Services Coordinator will allocate 12% of her time to support SMP project. At an hourly rate of \$23.59, 12% equals to 202 hours per year.
Fringe Benefits	3740		3740	12% of coordinator's fringe benefits will be billed to SMP. This allocation is proportionate to the time allocated to SMMP outreach on an annually basis.
Travel			0	
Equipment			0	
Supplies	1500		1500	Community Shred Events
Contractual			0	
Other		4040	4040	Volunteer Service Hours
Indirect			0	
Total	10000	4040	14040	

ATTACHMENT #2

Senior Medicare Patrol (SMP) Project Work Plan

SMP Project Work Plan, Goal 1

Goal: Decrease incidents of Medicare abuse, fraud, waste and errors by raising community's awareness of SMP;

Measurable Outcome(s):

- Reach up to 10% more Medicare eligible residents of Clackamas through public relations efforts, distribution of toolkits, and targeted events. Increases in outreach targets will be measured by comparing last year's data to this year's progress.
- Distribute up to 95% of Medicare fraud prevention toolkits to qualified outreach targets by December 15, 2014 (end of Medicare open enrollment period).

* Time Frame (Start/End Dates by Month in Project Cycle)

Major Objectives	Key Tasks	Lead Person	1*	2*	3*	4*	5*	6*	7*	8*	9*	10*	11*	12*
1. Support existing partnerships - CRC/ADRC, RSVP/TRP, MMP/OMMP, Senior/Community Centers, Adventist Health, Kidney Dialysis Clinic, etc.	Provide ongoing support through public relations efforts at key community locations; distribute SMP brochures, healthcare journals, and fraud prevention toolkits. Offer ongoing SMP updates on Medicare and SMP to key community partners. Offer ongoing volunteer availability to answer technical questions and assist clients.	SHIBA/SMP staff and volunteers	x	x	x	x	x	x	x	x	x	x	x	x
	Schedule presentations for "Navigating Medicare.gov" and "Medicare 101/New to Medicare" include discussion and resources on SMP. Target locations for presentations include - Senior, and Adult Community Centers, Clackamas Schools (specifically in rural Clackamas), and faith based organizations.	SHIBA/SMP staff, PR/SMP Outreach Comm. & volunteers*		x	x	x	x	x					x	

Major Objectives	Key Tasks	1*	2*	3*	4*	5*	6*	7*	8*	9*	10*	11*	12*
	Plan and schedule 2 SHRED and RX Drop Off Events – Oregon City (Clackamas County Health and Wellness Fair) and another Clackamas County location (TBD).											x	
	Participate at partner events; 2015 engage Community Expo and Blues Festival “Ask the Expert” table.		x										x
	Work with Clackamas County public relations staff on SMP branded media/radio announcement.		x										
2. Disseminate and display SMP branded posters	Bus Posters on Clackamas County Volunteer Connection “Transportation Reaching People Program” buses and negotiate PR efforts with bus companies in rural Clackamas (Mt. Express, SAM).		x	x									
	Display Posters at Clackamas County Public Service Building. Negotiate displays at Clackamas County Health Clinics, Behavioral Health, Founders Clinic, etc.		x	x	x								

SMP Project Work Plan, Goal 2

Goal: Targeted training and education to better serve identified priority populations.

Measurable Outcome(s):

- Increase SMP reach by up to 10% to underserved populations and priority populations. Priority populations include:
 - Consumers new to Medicare
 - Consumers in rural Clackamas
 - And low-income consumers

* Time Frame (Start/End Dates by Month in Project Cycle)

Major Objectives	Key Tasks	Lead Person	1*	2*	3*	4*	5*	6*	7*	8*	9*	10*	11*	12*
3. Work with Clackamas County Departments to provide local outreach.	Distribute SMP brochures, healthcare journals, magnets and fraud prevention toolkits. Also translation materials. Offer ongoing technical assistance to clients. Utilize language line as applicable.	SHIBA/SMP staff and volunteers	x		x	x	x	x		x	x	x	x	x
4. Continue ongoing relationships to deliver education, outreach and resources to priority populations.	Schedule SHIBA/SMP Presentations and One on One Counseling Sessions, which include discussion and resources on SMP. Target locations include rural Senior and Adult Community Centers, Low Income Housing locations, Food Baskets, Behavioral Health Clinics, Rural Compassion Clinic. Target audiences - Hispanic, Russian, People with Disabilities, and low income individuals.	SHIBA/SMP staff, PR/SMP Outreach Comm. & volunteers	x		x	x	x	x					x	
	Work with the SMP Outreach Committee to identify additional priority populations for Outreach.	SHIBA/SMP staff, PR/SMP Outreach Comm.	x	x										

SMP Project Work Plan, Goal 3

Goal: Continue the development of program expansion through strategic and targeted SMP specific volunteer training.

Measurable Outcome(s):

- Every SHIBA volunteer will have access to SMP training, which will enable the expansion of SMP outreach in Clackamas through individual contacts volunteers make in the field.
- Up to 95% of SHIBA volunteers will receive SMP foundations training and 50% SMP Counselor Training by the end of June 2015.

* Time Frame (Start/End Dates by Month in Project Cycle)

Major Objectives	Key Tasks	Lead Person	1*	2*	3*	4*	5*	6*	7*	8*	9*	10*	11*	12*
5. Offer SMP training to all new and existing SHIBA volunteers	Provide SMP Trainings / re-trainings in SMP Foundations, SMP Counselor Training, and Group Education training for all SHIBA volunteers. Include process and tracking training.	SHIBA/SMP staff and Lead SMP Volunteers		x	X									
	Provide re-training on Complex Issues and Referrals, and Process at BiMonthly Meeting	SHIBA/SMP staff & Lead Complex		x	X									
	Provide updates on Medicare and SMP policies and procedures, including latest healthcare fraud news.	SHIBA/SMP staff		x	X									
	Host two day SHIBA New Volunteer Training for Metro area and surroundings	SHIBA/SMP staff		x										

August 7, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement with the City of Oregon City for the Francis Ermatinger Historic Rehabilitation project.

Purpose/Outcomes	Amendment #1 adds \$80,000 for a new total of \$210,000 of grant funds in the Intergovernmental Agreement to complete the Francis Ermatinger Historic Rehabilitation project.
Dollar Amount and Fiscal Impact	\$130,000 CDBG grant funds (2013) \$ 80,000 CDBG grant funds (2014) \$ 590,000 City of Oregon City funds \$ 800,000 Total Project cost (architecture and construction)
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds And City of Oregon City funds. No County funds are involved.
Safety Impact	Improved building safety – public safety
Duration	Effective when signed and terminates 10 years after completion of the project
Previous Board Action	The Board approved the Intergovernmental Agreement on June 27, 2013. Board order # 062713 – A1
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	H3S 6399

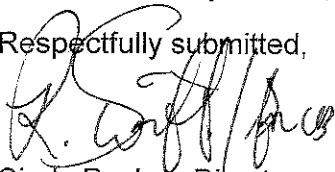
BACKGROUND:

The Housing & Community Development Division of the Health, Housing & Human Services Department requests the approval of an Amendment to the Intergovernmental Agreement with the City of Oregon City. The City was awarded Community Development Block Grant (CDBG) funds for this project through the CDBG application process. The City requested additional funds to increase the scope of the project. The project will include a new foundation, external and internal building improvements in order to upgrade the museum for public use and for application to become part of the National Parks system.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES
COMMUNITY DEVELOPMENT DIVISION
AND
THE CITY OF OREGON CITY

H3S Contract #: 6399 CD 13/14

Board Order #:062713 – A1

Amendment Requested by: City of Oregon City

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The City requested additional CDBG funds to complete the Save the Francis Ermatinger House project. Additional funds would allow the city to improve the quality of this historic preservation project and to complete the full scope of the project. The City has assembled funds to pay for 75% of the estimated cost of rehabilitation. The increased level of CDBG funds will cover 25% of the estimated total cost of the construction and architectural services required to complete the project. \$80,000 of additional CDBG funds became available in FY 2014 to increase the total amount of CDBG funds to \$210,000. (\$130,000 + \$80,000 = \$210,000).

No County General funds are involved in this project.

TO AMEND

III. Budget & Financial

- A. The COUNTY will apply CDBG funds in the amount of **\$130,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD

for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.

- B. The CITY agrees to contribute the greater of:
 - 1. Twenty percent (20%) of the total cost of the PROJECT, or
 - 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
- C. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.
- D. The CITY shall be credited towards the matching requirements stated in Part III. C. an amount equal to **10%** of the final construction cost for providing architectural services as detailed in Part II. A. 2.
- E. In no event shall CITY'S financial participation be less than twenty percent (20%) of the PROJECT costs. PROJECT Costs include final construction costs which is defined as original construction amount plus approved change orders, and the credit for architectural services.
- F. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Architect to execute a change order.
- G. Funds for the change order shall be split evenly between the COUNTY and the CITY subject to the limitations described above.
- H. In the event a contractor is entitled to payments for work completed after **\$130,000** in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments.

TO READ

III. Budget & Financial

- I. The COUNTY will apply CDBG funds in the amount of **\$210,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this project.
- J. The CITY agrees to contribute the greater of:
 - 2. Twenty percent (20%) of the total cost of the PROJECT, or
 - 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.
- K. In the event the PROJECT can not be completed with available funds the COUNTY and CITY will jointly determine the priorities of the improvements to be made within funding limits.

- L. The CITY shall be credited towards the matching requirements stated in Part III. C. an amount equal to **10%** of the final construction cost for providing architectural services as detailed in Part II. A. 2.
- M. In no event shall CITY'S financial participation be less than twenty percent (20%) of the PROJECT costs. PROJECT Costs include final construction costs which is defined as original construction amount plus approved change orders, and the credit for architectural services.
- N. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Architect to execute a change order.
- O. Funds for the change order shall be split evenly between the COUNTY and the CITY subject to the limitations described above.
- P. In the event a contractor is entitled to payments for work completed after \$210,000 in CDBG funds have been expended, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments.

THE CITY OF OREGON CITY

CLACKAMAS COUNTY

Chair: John Ludlow
 Commissioner Jim Bernard
 Commissioner Paul Savas
 Commissioner Martha Schrader
 Commissioner Tootie Smith

Signing on Behalf of the Board.



 David Frasher, City Manager

 Cindy Becker, Director
 Health, Housing & Human Services

7-17-14

 Date

 Date



 Scott Archer, Community Services Department

Approval of Previous Business Meeting Minutes:

July 10, 2014

(minutes attached)

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, July 10, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

■ Roll Call

Commissioner Schrader is attending the NACo conference and will not be in attendance today.

■ Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Nancy Hall, Happy Valley – proposed Eagle Landing Development and Steven Orchard Apartments – who pays the taxes.

~Board Discussion~

2. Les Poole, Gladstone – alcohol ban at parks, the budget and Gladstone library.

~Board Discussion~

II. PUBLIC HEARINGS

1. Board Order No. **2014-72** for Boundary Change Proposal No. CL 14-001 for Clackamas County Tri-City Service District

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Board Order for Boundary Change Proposal No. CL 14-001 for Clackamas County Tri-City Service District.

Commissioner Savas: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – it passes 4-0.

2. Board Order No. **2014-73** for Boundary Change Proposal No. CL 14-002 for Clackamas County Service District No. 1

Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Smith: I move we approve the Board Order for Boundary Change Proposal No. CL 14-002 for Clackamas County Service District No. 1.

Commissioner Bernard: Second.

Clerk call the poll.

Commissioner Savas: Aye
Commissioner Smith: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 4-0.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA - Consent Item A.3 has been removed for further staff review.
Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Chair Ludlow: I move we approve the consent agenda omitting item A.3.
Commissioner Bernard: Second.
Clerk call the poll.
Commissioner Smith: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 4-0.

A. Health, Housing & Human Services

1. Approval of a Change Order No. 3 with Housing & Community Development and JWC, LLC for the River Road Head Start - Kitchen Remodel Project - *Housing & Community Development*
2. Approval of an Intergovernmental Agreement between the Department of Health, Housing and Human Services and the City of West Linn for the West Linn Senior Center Expansion Addition Project – *Housing & Community Development*
3. **REMOVED** - Approval of a Revenue Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services – *Community Solutions*
4. Approval of an Intergovernmental Subrecipient Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Outpatient Mental Health Services and Outpatient Substance Abuse Services – *Behavioral Health*
6. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Intensive Case Management and Outpatient Mental Health Services - *Behavioral Health*
7. Approval of an Agency Service Contract with Catholic Community Services of Western Washington Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services – *Behavioral Health*
8. Approval of an Agency Service Contract with ColumbiaCare Services, Inc. for Supported Housing Services - *Behavioral Health*
9. Approval of an Agency Service Agreement with Lake Oswego Counseling Center for Outpatient Mental Health Services - *Behavioral Health*
10. Approval of an Agency Service Contract with Trillium Family Services for Home-Based Stabilization Services/Child Level D and Outpatient Mental Health Services - *Behavioral Health*

11. Approval of an Agency Service Agreement with Trillium Family Services for Psychiatric Day Treatment Services for Children, Psychiatric Residential Treatment Services and Sub-Acute Psychiatric Services for Children - *Behavioral Health*
12. Approval of Professional Services Agreement with Cascadia Behavioral Healthcare for Peer Support Services at Villebois Housing Sites - *Behavioral Health*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to the Local Agency Agreement No. 29634 with Oregon Department of Transportation for the Sunnyside Road Adaptive Signal System Project
2. Approval of an Intergovernmental Agreement with Oregon Department of Fish and Wildlife for a Fish and Wildlife Biologist Liaison for Technical Assistance for Capital Improvement and Road Maintenance Programs

C. Finance Department

1. Approval of Amendment No. 4 and Renewal No. 2 to the Contract Documents with Earthworks Landscape Service, Inc. for Landscape Maintenance Services for Clackamas County Facilities

D. Elected Officials

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

E. Department of Emergency Management

1. Approval of FY 2012 Urban Area Security Initiative Intergovernmental Agreement Amendment No. 1 between Clackamas County and the City of Portland

F. Department of Employee Services

1. Board Order No. **2014-74** Approval of the Clackamas County Sheriff's Office Independent Retiree Medical Trust Fund

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Board Order No. ____ Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Recreational Trails Program Grant for Sunnyside Village Trail

VI. DEVELOPMENT AGENCY

1. Approval of Amendment No. 2 to the Ground Lease Agreement between Clackamas County Development Agency and Oregon Iron Works, Inc. for the Laydown Yard and Streetcar Facility Agreement

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETNG ADJOURNED – 10:51 AM



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 7, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
Colton School District for a School Resource Officer for the 2014-15 School Year

Purpose/Outcome	The Sheriff's Office will provide a Sheriff's Deputy to serve as a part-time School Resource Officer during the 2014 – 15 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$51,681.60; 72 school days. Law enforcement activities will be billed hourly.
Funding Source	The Colton School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of a part-time School Resource Officer for the Colton School District.
Duration	This agreement is for the period September 2, 2014 through June 4, 2015.
Previous Board Action/Review	None
Contact Person	Shane Strangfield, Lieutenant – Office (503) 785-5081
Contract No.	None

BACKGROUND:

The Sheriff's Office will provide one part-time Sheriff's Deputy to serve as a School Resource Officer during the 2014-2015 school year. This is a continuation of an existing agreement between Clackamas County and the Colton School District.

This contract reimburses the Sheriff's Office for the cost of the Deputy.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement.

Respectfully submitted,


Matt Ellington,
Undersheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the Colton School District (CSD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to CSD, a Deputy Sheriff to act as School Resource Officer as described in "Attachment A" to this agreement.

II. Scope of Service

- A. The COUNTY agrees to provide one Deputy Sheriff beginning September 2, 2014 through June 4, 2015 to serve as a School Resource Officer (SRO). The scope of service is detailed in "Attachment A" to this agreement.
- B. CSD agrees at their expense to provide the COUNTY office space and equipment on the CSD campus where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide one Deputy Sheriff on a full-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for CSD will be notified and informed of the SRO leaving the school campus.
- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

CSD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill CSD quarterly. CSD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the COUNTY on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The Colton School District Superintendent or a designee will act as liaison for CSD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless CSD, it's officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, CSD shall indemnify, defend and hold harmless the COUNTY, it's officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of CSD personnel acting pursuant to this agreement.

VII. 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 conflict with law, are deemed inoperative to that extent.

VIII. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

IX. Term of Agreement

This agreement is for services beginning September 2, 2014 through June 4, 2015, and becomes effective upon the signatures of both parties.

Signature page follows

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

BOARD OF CLACKAMAS COUNTY

COLTON SCHOOL
DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

Linda Johnson

Recording Secretary
Date:

6/30/14

Date:

MR (M. Ellington)

Sheriff Craig Roberts
Date:

Lindbergh A. Ghana

Approved as to form- County Counsel

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
COLTON SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER

“ATTACHMENT A”

SCOPE OF WORK / SCHOOL RESOURCE OFFICERS

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

Salary formula per Deputy Sheriff:

\$71.78 (hourly rate) X 10 hours per day X 72 school days= \$51,681.60
(This is a 4.1% hourly rate increase over the 2013-2014 school year.)

Cost: ½ Deputy Sheriff position / 72 days: \$51,681.60

Total: \$51,681.60

(Costs to be reconciled by actual hours worked.)



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 7, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
North Clackamas School District for a School Resource Officer for the 2014-15 School Year

Purpose/Outcome	The Sheriff's Office will provide one Sheriff's Deputy to serve as a School Resource Officer during the 2014 – 15 school year.
Dollar Amount and Fiscal Impact	The total billable amount under this agreement is \$155,108.70. Law enforcement activities will be billed hourly.
Funding Source	The North Clackamas School District is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	This agreement provides for the presence of a School Resource Officer at Clackamas High School and Rex Putnam High School.
Duration	The agreement encompasses the school year beginning September 2, 2014 through June 10, 2015.
Previous Board Action/Review	None
Contact Person	Shane Strangfield, Lieutenant – Office (503) 785-5081
Contract No.	None

BACKGROUND:

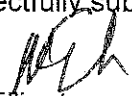
The Sheriff's Office will provide one Sheriff's Deputy to serve as a School Resource Officer during the 2014-2015 school year. This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. The assigned Deputy will split their time between Clackamas High School and Rex Putnam High School.

This contract reimburses the Sheriff's Office for the cost of the Deputy.

RECOMMENDATION:

Staff recommends the Board approve and sign this cooperative intergovernmental agreement.

Respectfully submitted,


Matt Ellington,
Undersheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
NORTH CLACKAMAS SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the North Clackamas School District (NCSO) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to NCSO, a Deputy Sheriff to act as School Resource Officer as described in "Attachment A" to this agreement.

II. Scope of Service

- A. The COUNTY agrees to provide one Deputy Sheriff beginning September 2, 2014 through June 10, 2015 to serve as a School Resource Officer (SRO). The scope of service is detailed in "Attachment A" to this agreement.
- B. NCSO agrees at their expense to provide the COUNTY office space and equipment at Rex Putnam and Clackamas High Schools where the SRO will be assigned.

III. Personnel

- A. The COUNTY agrees to provide one Deputy Sheriff on a full-time Basis and one Deputy Sheriff on a half time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for NCSO will be notified and informed of the SRO leaving the school campus.

- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

IV. Compensation

NCSD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill NCSD quarterly. NCSD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

V. Liaison Responsibility

A Clackamas County Patrol Division Lieutenant will act as liaison for the COUNTY on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. The North Clackamas School District Superintendent or a designee will act as liaison for NCSD.

VI. Liability

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless NCSD, it's officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, NCSD shall indemnify, defend and hold harmless the COUNTY, it's officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of NCSD personnel acting pursuant to this agreement.

VII. 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 conflict with law, are deemed inoperative to that extent.

VIII. Termination – Amendment

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

IX. Term of Agreement

This agreement is for services beginning September 2, 2014 through June 10, 2015, and becomes effective upon the signatures of both parties.

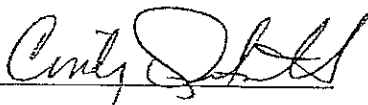
Signature page follows

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

BOARD OF CLACKAMAS COUNTY

NORTH CLACKAMAS SCHOOL DISTRICT

John Ludlow,
Chair, Clackamas County Board
Date:

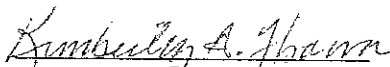


Recording Secretary
Date:

6/17/14
Date:



Sheriff Craig Roberts
Date:


Approved as to form- County Counsel

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND THE
NORTH CLACKAMAS SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER**

"ATTACHMENT A"

SCOPE OF WORK / SCHOOL RESOURCE OFFICERS

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; work with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitor and enforce traffic related matters in and around the school property; when authorized work with school staff in the enforcement of District and school policy; assist school staff in any emergency or disaster related events on school property; assist in reporting and investigating incidents that may have occurred off campus but are reported at the school; work with staff to provide information about law enforcement related topics and upon request act as a resource for teachers.

Salary formula per Deputy Sheriff:

\$71.78 (hourly rate) X 10 hours per day X 145 school days= \$104,081.00
(This is a 4.1% hourly rate increase over the 2013-2014 school year.)

Cost: 1 Deputy Sheriff position @ Clackamas High School / 145 days:
\$104,081.00
1/2 Deputy Sheriff position @ Rex Putnam High School / 71 days:
\$51,027.70

Total: \$155,108.70

(Costs to be reconciled by actual hours worked.)



7

OFFICE OF THE COUNTY ADMINISTRATOR

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to the Personal Services Contract
with Managing Results LLC for Strategic Planning Services 2014

Purpose/Outcomes	Provide strategic business planning services for County departments.
Dollar Amount and Fiscal Impact	\$176,468
Funding Source	Approved by Board of Commissioners in 2014/15 Budget for County Administration
Safety Impact	None
Duration	Through June 30, 2015.
Previous Board Action	Budget approval as a Policy Level Proposal in 2014/15 Budget.
Contact Person	Dan Chandler, 503-742-5394

BACKGROUND:

On February 4, 2014, the County entered into a contract with Managing Results LLC for Strategic Planning Services. Managing Results was selected through a Request for Qualifications process. The original contract value was \$48,882, and carried through the Board's overall strategic planning process.. This Amendment No. 1 provides for a design and implementation retreat, strategic business planning services for four county departments, training for county managers, and a budget redesign process.

This amendment is an anticipated amendment.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends Board approval of amendment No. 1 to the contract with Managing Results LLC for Strategic Planning Service 2014.

Respectfully submitted,

Dan Chandler
Strategic Policy Administrator

Placed on the Agenda August 7, 2014 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 7, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of August 7, 2014, approval of a contract amendment with Managing Results LLC to provide Strategic Planning Services 2014. This contract amendment was requested by Dan Chandler, Strategic Policy Administrator.

On February 4, 2014 the County entered into a contract with Managing Results LLC for Strategic Planning Services. Managing Results was selected through a Request for Qualifications process. This is an anticipated amendment, assisting the County in developing a strategic plan. This amendment adds the additional scope of work and renews the contract for one additional one year term.

The original value of the contract was \$48,883. The value of this contract amendment is \$176,468, increasing the total amount of the contract to \$225,351. Funds are budgeted as a Policy Level Proposal in the 2014/2015 fiscal year.

This amendment is in compliance with LCRB Rules C-047-0800, Contract Amendments (1)(a) Anticipated Amendments and C-050-0100, Delegation of Authority

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully recommends approval of amendment #1 to contract with Managing Results LLC to provide Strategic Planning Services.

Respectfully submitted,

Tom Averett, CPPB
Buyer



8

NANCY DRURY
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

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

August 7, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Clackamas County Deferred Compensation Plan and the Housing Authority of Clackamas County Deferred Compensation Plan

Purpose/Outcome	Approval of the Plan Documents to amend and restate the Clackamas County Deferred Compensation Plan and the Housing Authority of Clackamas County Deferred Compensation Plan
Dollar Amount and Fiscal Impact	\$0
Funding Source	N/A
Safety Impact	None
Duration	Effective January 1, 2014
Previous Board Action/Review	Approved at study session on July 8, 2014
Contact Person	Carolyn Williams, Benefits Manager, 503-742-5470

BACKGROUND:

As a fiduciary best practice, the Deferred Compensation Committee and staff in the Department of Employee Services have undertaken a comprehensive review of deferred compensation plan administration, best practices in the industry, changes in the law and guidance provided by Federal agencies. The resulting updates to the Plan Documents require formal approval by the Board of County Commissioners.

RECOMMENDATION:

Staff recommends the Board approve the changes to the Clackamas County Deferred Compensation Plan and the Housing Authority of Clackamas County Deferred Compensation Plan.

Respectfully submitted

Carolyn Williams
Benefits Manager

Clackamas County

Deferred Compensation Plan

**Amended and Restated
Effective January 1, 2014**

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ARTICLE 1 INTRODUCTION

The County of Clackamas, Oregon ("Employer") hereby amends and restates this Deferred Compensation Plan ("Plan"), effective January 1, 2014, pursuant to Section 457 of the Internal Revenue Code of 1986, as amended ("Code"). The primary purpose of the Plan is to enable the Employer's employees to enhance their retirement security by permitting them to enter into agreements with the Employer to defer compensation (both on a pre-tax and after-tax basis), receive Employer contributions (if any) and receive benefits at retirement, death, termination of employment, and for financial hardships due to unforeseeable emergencies.

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between the Participant and the Employer, nor shall it be deemed to give a Participant any right to be retained in the employ of, or under contract to, the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between a Participant and the Employer.

ARTICLE 2 DEFINITIONS

- 2.1 Account.** The Account (and subaccounts) established for each Participant pursuant to Section 5.1.
- 2.2 Alternate Payee.** A Participant's spouse, former spouse, child, or other dependent who acquires an interest in the Participant's Account pursuant to a court decree of annulment or dissolution of marriage or of separation, or a court-approved settlement agreement incident to annulment or dissolution of marriage or of separation. Where the context so requires, reference to the "Participant" in this Plan shall be deemed to include an Alternate Payee.
- 2.3 Approved Institution.** Any organization that has been recommended by the Committee and approved by the Employer to provide services or Investment Product(s) to the Employer under the Plan.
- 2.4 Beneficiary.** The person(s), trust(s) or estate(s) entitled to receive benefits under the Plan upon death of a Participant in accordance with a suitable designation of Beneficiary filed with the Employer (or its delegate) and subject to applicable law.

- 2.5 Code.** The Internal Revenue Code of 1986, as amended from time to time, and including all valid regulations adopted pursuant to the Code.
- 2.6 Committee.** The committee appointed by the Employer as provided in Article 11 below to administer the Plan and perform administrative functions for the Plan as specified by the Employer.
- 2.7 Compensation.** All cash compensation paid to an Employee for employment services rendered to the Employer including salary, wages, fees, commissions, bonuses and overtime pay that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b) or 457(b) (including an election under Article 3 to defer Compensation under this Plan).
- 2.8 Deferrals.** The amount of Compensation deferred by a Participant to the Plan, consisting of Elective Deferrals and effective January 1, 2014, Roth 457(b) Contributions.
- 2.9 Designated Institution.** As designated by the Employer, any Approved Institution whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the Plan.
- 2.10 Elective Deferral.** Deferrals of Compensation made by the Employer to the Plan on a voluntary pre-tax basis pursuant to a Participation Agreement entered into by a Participant.
- 2.11 Eligible Deferred Compensation Plan.** An Eligible Deferred Compensation Plan within the meaning of Code Section 457(b).
- 2.12 Eligible Employee.** An Employee who has been appointed to a budgeted, allocated position and who is regularly scheduled to work at least twenty (20) hours per week, or for at least eighteen and three-quarters (18.75) hours in a Job Share status, and is scheduled to be in a paid status for twelve (12) months per year.
- 2.13 Eligible Individual.** Any Eligible Employee, any elected official, and any individual performing services for the Employer pursuant to an Employment Agreement, who performs services for the Employer for which Compensation is paid and who meets the criteria set forth in Section 3.1.

2.14 Employee. An individual who performs services for the Employer as a common-law employee.

2.15 Employer. Clackamas County, a political subdivision of the state of Oregon.

2.16 Employment Agreement. A written agreement between the Employer and an Employee pertaining to the Employee's performance of services for the Employer in exchange for remuneration.

2.17 Includible Compensation. An Employee's actual wages as reported in box 1 of Form W-2 for the Employer, but increased (up to the dollar maximum) by any Compensation reduction election under Code section 125, 132(f), 402(g)(3) or 457(b). The amount of Includible Compensation is determined without regard to any community property laws.

Pursuant to Section 1.457-4(d)(1) of the Income Tax Regulations, Includible Compensation will include any payments made to a Participant who has had a Severance from Employment, provided that the Includible Compensation is paid by the later of 2½ months after the Participant's Severance from Employment or the end of the calendar year that contains the date of such Participant's Severance from Employment.

In addition, pursuant to Section 1.457-4(d)(1) of the Income Tax Regulations, Includible Compensation will include payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Code Section 414(u)(5)) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service.

Includible Compensation will not include any Employee pick-up contributions described in Code Section 414(h)(2).

2.18 In-Plan Roth Rollover. A rollover contribution to the Plan that consists of a distribution from an Elective Deferral Account, a 457(b) Rollover Account or a non-457(b) Rollover Account under the Plan that the Participant rolls over to the Participant's In-Plan Roth 457(b) Rollover Account in the Plan, in accordance with Code Section 402A(c)(4).

2.19 Investment Product. Any product issued by or obtained from an Approved Institution for the purpose of investing amounts deferred or contributed under the Plan.

2.20 Normal Retirement Age.

- (a) The Normal Retirement Age shall be 70½, unless the Participant makes an election under Section 2.20(b) below.
- (b) The Participant may, at any time prior to Severance from Employment or prior to the use of the Catch-up Limitation provision described in Section 4.2, elect in writing in the form established or approved by the Employer a Normal Retirement Age that is not earlier than the earlier of age 65 or the earliest age at which the Participant has the right to retire and receive unreduced retirement benefits from the Employer's basic pension plan and not later than the date the Participant attains age 70½.

2.21 Participant. Any Eligible Individual who fulfills the eligibility and enrollment requirements of Article 3.

2.22 Participation Agreement. A written agreement between the Employer and a Participant in a form satisfactory to the Employer setting forth certain provisions and elections relating to the Plan, establishing the amount of Compensation to be deferred, specifying whether the elected Deferral is an Elective Deferral or, effective January 1, 2014, a Roth 457(b) Contribution, incorporating the terms and conditions of the Plan, and establishing the Participant's participation in the Plan.

2.23 Payout Request. A written agreement between the Employer and a Participant in a form satisfactory to the Employer setting forth the manner and method of paying benefits under the Plan.

2.24 Plan. The Clackamas County Deferred Compensation Plan effective December 15, 1977, as amended. The effective date of this amended and restated Plan is January 1, 2014.

2.25 Plan Year. The twelve (12) month period beginning January 1 and ending December 31.

2.26 Roth 457(b) Contributions. Deferrals that are: (1) made by the Employer to the Plan pursuant to a Participation Agreement entered into by a Participant, which qualifies as a "designated Roth Contribution" within the meaning of code section 402A; (2) irrevocably designated by the Participant at the time of the cash or deferred election as a Roth 457(b) Contribution that is being made in lieu of all or a portion of the Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (3) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a "cash or deferred" election.

2.27 Severance from Employment. The Participant ceases to be employed by the Employer that maintains the Plan.

ARTICLE 3 PARTICIPATION IN THE PLAN

3.1 Eligibility. Any Eligible Individual to whom Compensation is paid and who executes a Participation Agreement with the Employer is eligible to participate in the Plan.

3.2 Enrollment/Deferrals.

- (a) An Eligible Individual may become a Participant and agree to make Deferrals by entering into a Participation Agreement. Effective January 1, 2014, any such election to defer Compensation shall specify whether such Deferrals are to be Elective Deferrals or Roth 457(b) Contributions or a combination thereof; in the absence of any such specification, the Participant's Deferrals shall be deemed to be Elective Deferrals. The effective date of participation in the Plan shall be no sooner than the first day of the calendar month immediately following the latest of the date (i) an individual becomes an Eligible Individual; (ii) the execution and processing of a Participation Agreement with respect to that individual; or (iii) the execution and processing of any required agreements with the Designated Institution(s) selected by the Participant for investment of the Participant's Account.
- (b) At the time of entering into or modifying the Participation Agreement hereunder to make Deferrals or at the time of reentry following a withdrawal under Article 7, a Participant must agree to defer a minimum amount of \$338 annually.
- (c) All Deferrals made under the Plan are fully vested and nonforfeitable at all times.
- (d) A Participant who elects to make Deferrals may modify the Participation Agreement to change the amount deferred only for a subsequent calendar month and only if the new Participation Agreement has been executed and processed prior to the first day of the month during which it is to be effective. The effective date of the modified Participation Agreement shall be the later of: (i) the first day of the calendar month immediately following the execution and processing of the modified Participation

Agreement; (ii) the date specified in the Participation Agreement; or (iii) the last day of the waiting period described in Section 7.3, if applicable.

- (e) A Participant may suspend further Deferrals with respect to Compensation not yet earned by submitting a revised Participation Agreement. The revocation of a Deferral election will be effective on the first day of the calendar month immediately following the execution and processing of the written revocation of participation. Amounts previously deferred shall be paid only as provided in this Plan. Any Employer-provided contributions made under the Plan may not be revoked by the Participant.
- (f) A Participant who is subject to the limitation on Deferrals under Section 7.3, has revoked his or her Participation Agreement as set forth in Section 3.2(d), or who returns to perform services for the Employer after a Severance from Employment, may again become a Participant in the Plan and agree to make Deferrals of Compensation not yet earned by submitting a new Participation Agreement as provided in Section 3.2(a).

3.3 Employer Contributions.

- (a) Subject to the limitations set forth in Article 4, the Employer may contribute to the Plan on behalf of Participants the amounts set forth in Attachment A.
- (b) Employer contributions shall be made to the Plan each payday for the pay period in which the services to which the contribution relates were performed. Participants on whose behalf an Employer contribution is made to the Plan are not permitted to receive the Employer contribution as current Compensation.
- (c) Employer contributions are fully vested and nonforfeitable immediately upon payment to the Plan.
- (d) In the event that a Participant who is both making Deferrals under Section 3.2 and receiving an Employer contribution under Section 3.3 exceeds the limits set forth in Article 4, the amount in excess of the limit will be refunded to the Participant as soon as administratively practicable. The refund shall be made first from amounts contributed by the Participant as Deferrals under Section 3.2 in the amount necessary to comply with the limits set forth in Article 4. If the contributions made on behalf of the Participant still exceed the limits set forth in Article 4, then the

Employer contribution will be reduced until the contributions to the Plan on behalf of the Participant comply with the limits set forth in Article 4.

- 3.4 Transfers from Eligible Deferred Compensation Plans.** The Plan will accept incoming transfer of amounts previously deferred under another Eligible Deferred Compensation Plan if (1) the transferor plan provides for the transfer of such amounts, and (2) the Participant has a benefit equal to the amount immediately after the transfer at least equal to the amount under the Plan immediately before the transfer. The Employer may require such documentation from the transferor plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulations Section 1.457-10(b) and to confirm that the transferor plan is an Eligible Deferred Compensation Plan within the meaning of Treasury Regulations Section 1.457-2(f). The amount so transferred will be credited to the appropriate sub-account under the Participant's Account and will be held, accounted for, administered and otherwise treated in the same manner as amounts as held in the transferor plan, except that the transferred amounts will not be taken into consideration for purposes of Code Section 457 (b)(2) for the year of transfer.

ARTICLE 4 LIMITATIONS ON AMOUNT DEFERRED

- 4.1 Annual Maximum.** The maximum amount of Compensation that may be deferred under this Plan (the "Normal Limit") for a Participant's taxable year (except as provided in Sections 4.2 and 4.3) is the lesser of the applicable dollar amount within the meaning of Code Sections 457(b)(2)(A) and 457(e)(15)(A), as adjusted for the cost-of-living in accordance with Code Section 457(e)(15)(B) or 100% of the Participant's Includible Compensation.
- 4.2 Catch-Up Limit.** For each one or more of the Participant's last three (3) taxable years ending prior to but not including the year of such Participant's Normal Retirement Age, as elected by the Participant pursuant to or otherwise defined in Section 2.20, the limitation set forth in Section 4.1 shall be increased to the lesser of:
- (a) two (2) times the amount described in Section 4.1; or
 - (b) The sum of:
 - (1) The Normal Limit set forth in Section 4.1 for the taxable year, plus

- (2) The amount of the Normal Limit for any prior taxable year or years since January 1, 1979, less the amount of Compensation actually deferred under the Plan for such prior taxable year or years.

For purposes of this Section 4.2, a prior taxable year can be taken into account only if:

- (1) The Participant was eligible to participate in the Plan or any similar prior plan of the same Employer during any portion of any prior taxable year since January 1, 1979; and
- (2) The Compensation deferred, if any, under such plan or the Plan during such prior taxable years was subject to a maximum deferral limitation as required by Code Section 457.

A Participant may elect to utilize the Catch-Up Limitation with respect to only one (1) Normal Retirement Age (as defined in Section 2.20) in this Plan or any other Eligible Deferred Compensation Plan notwithstanding the fact that the Participant utilizes the Catch-Up Limitation in less than all of the three (3) eligible years. This Section 4.2 shall not apply in any Plan Year in which Section 4.3 applies because the maximum deferral limit under Section 4.1, when combined with the limit under Section 4.3, is higher than the limit under this Section 4.2.

4.3 Age 50 Catch-Up Limit. A Participant who will have attained the age of 50 before the close of the Plan Year, and with respect to whom no other Deferrals may be made to the Plan for the Plan Year by reason of the limitation of Section 4.1, may enter into a Participation Agreement to make Deferrals in addition to those permitted by Section 4.1 in an amount not to exceed the lesser of (1) the applicable dollar amount as defined in Code Section 414(v)(2)(B), as adjusted for the cost-of-living in accordance with Code Section 414(v)(2)(C), or (2) the excess (if any) of (i) the Participant's Includible Compensation for the year, over (ii) any other elective deferrals of the Participant for such year which are made without regard to this Section 4.3. The age 50 catch-up contribution is subject to adjustment for cost of living increases under Code Section 414(v)(2)(C).

An additional contribution made pursuant to this Section 4.3 shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Code Section 402(g), or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 4.3 shall not

apply in any Plan Year in which Section 4.2 applies because the maximum deferral limit under Section 4.2 is higher than the maximum deferral limit under Section 4.1, when combined with the limit under this Section 4.3.

4.4 Another Eligible Deferred Compensation Plan. If the Participant is or has been a participant in one or more other Eligible Deferred Compensation Plans, then this Plan and all such other plans shall be considered one plan for purposes of applying the foregoing limitations of this Article 4. For this purpose, the Employer shall take into account any other such Eligible Deferred Compensation Plan maintained by the Employer and shall also take into account any other such Eligible Deferred Compensation Plan for which the Employer receives from the Participant sufficient information concerning his or her participation in such other plan.

4.5 Cash Method of Accounting. For purposes of applying the limitations in Sections 4.1, 4.2 and 4.3, Compensation deferred under the Plan for a pay period shall be treated as deferred as of the pay day for that pay period.

ARTICLE 5 ACCOUNTS

5.1 Participants' Accounts. A separate bookkeeping Account shall be maintained for each Participant. Within each Account, one or more sub-accounts may be established including (1) an Elective Deferral Account, (2) a Roth 457(b) Contributions Account, (3) a 457(b) Rollover Account, (4) a non-457(b) Rollover Account, (5) a Roth 457(b) Rollover Account, (6) a Roth non-457(b) Rollover Account, (7) a Rollover of In-Plan Roth non-457(b) Rollover Account, and/or (8) In-Plan Roth 457(b) Rollover Account.

(a) Each Account shall be credited with the amount of the Participant's Compensation deferred under Section 3.2 and with any amount transferred to this Plan with respect to the Participant as provided in Sections 14.1 or 14.3.

(b) Each Participant's Account shall be debited with the amount of any payment to the Participant under this Plan, with any amount transferred to a separate account for an Alternate Payee with respect to the Participant as needed, and with any amount of the Participant's Account transferred to another plan as provided in Section 14.2.

- (c) At such dates and frequency as are reasonably determined by the Employer, a Participant's Account also shall be credited with the amount of income and gain allocable to the Account and also shall be debited with the amount of loss, expenses, and charges allocable to the Account.
- (d) A written report of the status of each Participant's Account shall be furnished to the Participant at least annually.

5.2 Investments. Each Account shall be invested as directed by the Participant or Alternate Payee in such one or more Investment Products as are determined and approved by the Committee and allowed by Oregon law.

- (a) The amount of each Account shall be invested in such one or more of those approved Investment Products as are designated by the Participant or Alternate Payee in a manner approved by the Employer.
 - (1) A Participant's or Alternate Payee's investment designation shall apply to the amount of the Participant's or Alternate Payee's Account after the Participant's or Alternate Payee's death until the Beneficiary makes an investment designation in a manner approved by the Employer.
 - (2) A Participant's investment designation with respect to any portion of the amount of the Participant's Account transferred to an Alternate Payee's Account shall apply to the amount of the Alternate Payee's Account until the Alternate Payee makes an investment designation in a manner approved by the Employer.
- (b) Investment designations shall be implemented as soon as administratively feasible, subject to any restrictions imposed by the Designated Institution.
- (c) Neither the Employer nor the Committee shall be liable to any Participant, Beneficiary, Alternate Payee, or other person for any loss due to the Employer's determination and approval of Investment Products, due to the Employer's failure to monitor the performance of those approved Investment Products, or due to the investment performance of amounts invested in those approved Investment Products, unless committed in bad faith, intentionally, or with reckless indifference to the interest of the Participant, Beneficiary, Alternate Payee, or other person.

5.3 Expenses and Charges. The Committee shall determine the reasonable expenses of the Employer and the Committee that are associated with the deferral of Compensation under this Plan, investing the amount of Accounts, or administering this Plan, and also shall determine the expenses and charges associated with the Investment Products designated by the Participant, Beneficiary, or Alternate Payee. The Employer may charge such expenses and charges to and among Participants', Beneficiaries', and Alternate Payees' Accounts in such manner as the Employer determines equitable. However, general expenses of the Employer may not be charged to this Plan or to Accounts.

ARTICLE 6 BENEFITS

6.1 General Benefit Terms.

- (a) Benefits payments to a Participant or Beneficiary shall be made according to the manner and method of payment as elected in the Payout Request, which election may be changed by a Participant or a Beneficiary as appropriate and as allowed by the Plan at any time.
- (b) Subject to the restrictions on choice of benefit contained in paragraphs 6.1(c) and (d), 6.4 and 6.5, the options available for selection by the Participant or Beneficiary as the manner and method of payment are:
 - (1) Lump sum(s);
 - (2) Periodic payments for a designated period;
 - (3) Periodic payments for life;
 - (4) Periodic payments for life with a guaranteed minimum number of payments;
 - (5) Periodic payments for the life of the Participant with continuation of the payments or a percentage of the payments for the lifetime of the Participant's spouse;
 - (6) Such other options as a Designated Institution may, in its sole discretion, offer to the Participant prior to the commencement of benefits.

Periodic payments may be monthly, quarterly, semiannually, or annually. For life annuity contracts, the amount of each payment may be fixed or may fluctuate with the performance of the Investment Products.

- (c) If participant's account balance is less than \$5,000, a distribution may be made in a lump sum to the participant within sixty-one (61) days after the close of the year in which the participant has separated from service.
- (d) In determining the amount of benefit payments, the minimum incidental death benefit rule of Code Section 401(a)(9)(G) must be satisfied. To the extent that the payment required under this rule is greater than the amount determined under 6.1(c), the greater amount must be paid.
- (e) All distributions under the Plan must comply with Code Section 401(a)(9). Benefits under the Plan must be distributed by April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

Notwithstanding the foregoing, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding Article 14 of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009 will be treated as eligible rollover distributions.

6.2 Benefits upon Retirement. Following the Participant's Severance from Employment on or after attainment of Normal Retirement Age, the custodian shall begin payments to the Participant in accordance with the Participant's elections made in the Payout Request;

provided, however, that payments shall begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

6.3 Benefits upon Severance from Employment. If Severance from Employment occurs prior to attainment of the Normal Retirement Age determined under Section 2.20, the custodian shall begin benefit payments as soon as administratively practicable following the Participant's Severance from Employment and his or her subsequent submission of a Payout Request; provided, however, that in lieu of requesting a distribution under this Section 6.3, a Participant instead may request a plan-to-plan transfer under Section 14.3 below. The custodian shall begin payments to the Participant in accordance with the Participant's elections made in the Payout Request; provided, however, that payments shall begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

6.4 Elective Distributions. Regardless of whether he or she has experienced a Severance from Employment, a Participant may choose to receive a distribution from his or her 457(b) Rollover Account, Non-457(b) Rollover Account, Roth 457(b) Rollover Account, Rollover of In-Plan Roth non-457(b) Rollover Account and Roth non-457(b) Rollover Account at any time by submitting a Payout Request.

6.5 Payment of Benefits upon Participant's Death.

- (a) Upon the death of a Participant, the deceased Participant's Account will be distributed to the Beneficiary in accordance with the provisions of this section.
- (b) The designation of a Beneficiary will be made in a form satisfactory to the Employer. A Participant or Beneficiary may at any time revoke his or her designation of a Beneficiary or change his or her Beneficiary by filing written notice of such revocation or change. In the event no valid designation of Beneficiary exists at the time of the Participant's death, the death benefit will be payable to the Participant's estate.
- (c) The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of an Account of a deceased Participant as it deems appropriate. The Employer's determination of death and of

the right of any person to receive payment will be conclusive and binding on all interested parties.

- (d) If minimum payments under Code Section 401(a)(9) have not begun upon the death of a Participant and if the Beneficiary is not the Participant's surviving spouse, death benefits payments under the Plan must, in accordance with the Beneficiary's election or, if an election is not made, in accordance with the relevant provisions in the Plan:
 - (1) Begin to be distributed to the Beneficiary no later than December 31 of the calendar year immediately following the calendar year of the Participant's death, payable over a period not to exceed the life expectancy of the Beneficiary; or
 - (2) Be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (e) If the Beneficiary is the Participant's surviving spouse and minimum payments under Code Section 401(a)(9) have not begun upon the death of the Participant, minimum payments to the surviving spouse must begin by the later of:
 - (1) December 31 of the calendar year immediately following the calendar year in which the Participant dies; or
 - (2) December 31 of the year in which the Participant would have attained age 70½.
- (f) Payments to the surviving spouse under Section 6.5(e) above must be made over a period not to exceed the surviving spouse's life expectancy. However, a surviving spouse may elect to receive the death benefit payments no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (g) If minimum payments under Code Section 401(a)(9) have begun prior to the Participant's death, the remaining portion of the Account shall be distributed to the Beneficiary at least as rapidly as under the method of distribution in effect prior to the death of the Participant.

6.6 In-Service Distributions. While still employed by the Employer, a Participant may request, and upon approval of the Employer, receive an in-service distribution from the Participant's Account, provided that:

- (a) The Participant's Account balance is \$5,000 or less (or such amount as may be designated in Code Section 457(e)(9)); and
 - (1) The Participant has made no deferrals during the two-year period ending on the date of the distribution; and
 - (2) The Participant has not received any prior in-service distribution as described in this Section 6.6 (a); or
- (b) The Participant has been approved by a tax qualified governmental defined benefit plan (as defined in Code Section 414(d)) to purchase service credits with a direct transfer from this Plan, and such in service distribution does not exceed the total amount required to purchase such service credits.

ARTICLE 7 HARDSHIP WITHDRAWALS

- 7.1 Application for Withdrawal.** In the case of an Unforeseeable Emergency prior or subsequent to the commencement of benefit payments, a Participant may apply for a withdrawal of an amount reasonably necessary to satisfy the emergency need. If such application for withdrawal is approved by the Committee (or its delegate), the withdrawal will be effective at the later of the date specified in the Participant's application or the date of approval by the Committee (or its delegate). The approved amount shall be payable in a lump sum within thirty (30) days of such effective date or in some other manner consistent with the emergency need as determined by the Committee (or its delegate). If the Participant's request is denied, a request for review of the determination may be made in writing to the Committee (or its delegate). If the review of the determination fails to confirm a claim of Unforeseeable Emergency, a written appeal may be made to the Committee (or its delegate). Unforeseeable Emergency withdrawals will be made in accordance with procedures established by the Designated Institution and/or Investment Product.
- 7.2 Unforeseeable Emergency.** For the purposes of this Plan, the term "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or his or her spouse, or of a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar, extraordinary, and unforeseeable circumstances

arising as a result of events beyond the control of the Participant. Withdrawals for foreseeable expenditures normally budgetable, such as a down payment on or purchase of a home, purchase of an automobile, or college expenses, will not be permitted. The Committee (or its delegate) shall not permit withdrawal for an Unforeseeable Emergency to the extent that such hardship is or may be relieved:

- (a) Through reimbursement or compensation by insurance or otherwise;
- (b) By liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
- (c) By cessation of deferrals under the Plan.

7.3 Limits on Withdrawals and Future Contributions. In no event shall the amount of a withdrawal for an Unforeseeable Emergency exceed the balance in the Participant's Account at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder, the Participant's Account shall be appropriately reduced to reflect such withdrawal, and the remainder of any benefits shall be payable in accordance with otherwise applicable provisions of the Plan. In the event a Participant's application for a distribution under Article 7 is approved by the Committee (or its delegate), the Participant will be barred from making further Deferrals under the Plan for a period of six (6) months following the date on which such distribution is made.

ARTICLE 8 BENEFICIARIES

8.1 Designation. A Participant shall have the right to designate a Beneficiary, and to amend or revoke such designation at any time by designating one or more Beneficiaries in a manner approved by the Employer. Such designation, amendment or revocation shall be effective upon receipt by the Employer. Notwithstanding the foregoing, a Participant who elects a joint and survivor annuity form of payment may not elect a non-spouse joint annuitant, and may not change his or her joint annuitant after payments commence.

8.2 Failure to Designate a Beneficiary. If a Participant fails to elect a Beneficiary or no designated Beneficiary survives the Participant, and benefits are payable following death, such benefits will be payable to the Participant's estate.

ARTICLE 9 LEAVE OF ABSENCE

- 9.1 Approved Leave of Absence.** A Participant on an approved leave of absence (whether paid or unpaid) may continue to participate in the Plan subject to all the terms and conditions of the Plan; provided further, Compensation may be deferred for such Participant if such Compensation (or a portion thereof) continues while the Participant is on an approved leave of absence.
- 9.2 Uniformed Services Leaves.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

ARTICLE 10 ASSIGNMENT AND ALIENATION

- 10.1 Participant's Rights Not Assignable.** Neither the Participant nor any other person shall have any right to commute, sell, assign, pledge, transfer, or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights thereto are expressly declared to be unassignable and nontransferable. Nor shall any unpaid benefits be subject to attachment, garnishment, or execution for the payment of any debts, judgments, alimony, or separate maintenance owed by the Participant or any other person or be transferable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.
- 10.2 No Loans Permitted.** Participant loans are not permitted under the Plan.

ARTICLE 11 ADMINISTRATION

- 11.1 Plan Administrator.** This Plan shall be administered by the Employer. The Employer may appoint a Committee of one or more individuals in the employment of the Employer for the purpose of discharging the administrative responsibilities of the Employer under the Plan. The Committee will represent the Employer in matters concerning the administration of this Plan; provided, however, that the final authority for all administrative and operational decisions relating to the Plan remains with the Employer.

11.2 Powers of the Committee. The Committee shall have full power and authority to:

- (a) Present recommendations to the Employer for consideration in order to adopt rules and regulations for the administration of the Plan, provided they are not inconsistent with the provisions of this Plan or Code Section 457 and any Treasury regulations promulgated thereunder, and to interpret, alter, amend, or revoke any rules and regulations so adopted;
- (b) To recommend to the Employer to enter into contracts with respect to this Plan and in accordance with the Employer's purchasing policy;
- (c) To make discretionary decisions under this Plan, including decisions under Article 7 (Hardship Withdrawals) and under Section 11.5 (Claims Procedure); and
- (d) To demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan.

11.3 Disqualification of Committee Members. If otherwise eligible, a Committee member shall be eligible to participate in the Plan, but such person shall not be entitled to participate in discretionary decisions relating to such person's own participation in or benefits under the Plan.

11.4 Selection of Approved Institutions. The Committee shall screen and recommend to the Employer for approval any insurance company or other entity seeking to sell an Investment Product or otherwise operate as an Approved Institution under this Plan. The Employer may contract with an Approved Institution (a) to issue to the Employer an Investment Product as described in Article 5 of the Plan, or (b) to provide services under the Plan for the convenience of the Employer including, but not limited to, the enrollment of Eligible Individuals as Participants on behalf of the Employer; the maintenance of individual or other accounts and other records; the making of periodic reports; and the disbursement of benefits to Participants, Alternate Payees, and Beneficiaries.

11.5 Claims Procedure.

(a) Claims

Upon the request of a Participant, Beneficiary, or Alternate Payee, the Employer shall provide claim forms to any Participant, Beneficiary, or Alternate Payee who is or may be

entitled to benefits hereunder. Such claim form shall be completed and submitted to the Employer no later than thirty (30) days after it is received by said claimant. Upon receipt of the claim form, the Employer shall review the claim and, if the Employer determines that the claim should not be allowed, shall respond within thirty (30) days of receipt of the claim. Such response shall be in writing and shall include the specific reason or reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of whatever additional material or information, if any, must be supplied by the claimant to perfect the claim, and an explanation of the Plan's review procedure. If notice of the denial of a claim is not furnished within thirty (30) days of receipt by the Committee, the claim shall be deemed denied.

(b) Review

Within sixty (60) days after receipt of notice of denial of the claim or when the claim is deemed to have been denied, the claimant (or his or her representative) may respond to the denial by requesting, in writing, a review of the decision and a review of pertinent documents. If the claimant responds and seeks a review of the decision to deny benefits, issues and comments must be submitted in writing to the Employer. Such issues and comments shall specify the reasons that the decision of the Employer is claimed to be erroneous. The Employer shall review the contentions regarding the denial of the claim and shall, within sixty (60) days from the Employer's receipt of the request for review, respond to said request. If the Employer, in its sole discretion, determines that special circumstances warrant the holding of a hearing, it shall promptly be held and a decision shall be rendered within one hundred twenty (120) days from the date the Plan received the request for review. Any decision on review shall be in writing and shall state the specific reasons for the decision, and shall make specific references to the Plan provisions on which the decision is based.

**ARTICLE 12
QUALIFIED DOMESTIC RELATIONS ORDERS**

12.1 Payment to Alternate Payee. To the extent required by and subject to the restrictions of ORS 243.507, the amount of a Participant's Account shall be paid, in whole or in part, to an Alternate Payee if and to the extent expressly provided for in the terms of any court decree of annulment or dissolution of marriage or of separation, or the terms of any court

order or court-approved property settlement agreement incident to any court decree of annulment or dissolution of marriage or of separation.

12.2 Required Information and Documentation. No benefit under this Plan may be paid to an Alternate Payee under the terms of a court decree or order or court-approved property settlement agreement ("Order") until after the date the Employer receives a copy of the Order and such additional information and documentation as satisfies the Employer:

- a) That the copy is a true copy of the Order.
- b) That the Order is, within the meaning of ORS 243.507, a court decree of annulment or dissolution of marriage or of separation, or a court order or court-approved property settlement agreement incident to such a decree.
- c) Of the extent to which the terms of the Order expressly provide for payment of a benefit under this Plan to an Alternate Payee.
- d) Of any other fact or matter required for the Employer to:
 - 1) Determine the application of ORS 243.507 to the Order or the extent to which the Order applies to this Plan.
 - 2) Comply with the Order or with ORS 243.507.
 - 3) Administer this Plan under the terms of the Order.

12.3 Coordination with Other Provisions of This Plan. With respect to amounts payable to an Alternate Payee, the custodian shall begin benefit payments to the Alternate Payee as soon as administratively practicable after the requirements of Section 12.2 have been satisfied, in accordance with the Alternate Payee's elections made in a Payout Request made in accordance with the distribution requirements provided in Article 6.

ARTICLE 13 AMENDMENT OR TERMINATION OF PLAN

13.1 Employer's Authority. The Employer may terminate or amend the provisions of this Plan at any time; provided, however, that no termination or amendment shall affect the rights of a Participant, Alternate Payee, or a Beneficiary to the receipt of payment of benefits with respect to any Compensation deferred before the time of the termination or amendment,

as adjusted for investment experience of the Investment Product of the Designated Institution prior to or subsequent to the termination or amendment.

13.2 Procedure upon Termination of Plan. Upon termination of the Plan, the Participants in the Plan will be deemed to have withdrawn from the Plan as of the date of such termination. Participants will resume receipt of their full Compensation without any further deferrals pursuant to Section 3.2 of the Plan. The Employer shall not distribute Plan benefits at the time of such termination; rather, the custodian shall retain all Participant Accounts and shall pay or dispose of Participant Accounts only as otherwise provided in the Plan and according to the terms and conditions of the Plan.

ARTICLE 14 ROLLOVERS

14.1 Rollover Contributions. An Eligible Individual (whether or not he or she is a current Participant) may rollover amounts that are considered "eligible rollover distributions" within the meaning of Code Section 402(c)(4) from an "eligible retirement plan" within the meaning of Code Section 402 (c)(8)(B).

- a) Amounts (other than designated Roth contributions as defined in Code Section 402A) rolled over from another Eligible Deferred Compensation Plan will be allocated to the Participant's 457(b) Rollover Account. Amounts (other than designated Roth contributions as defined in Code Section 402A) rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant's non-457(b) Rollover Account.
- b) Designated Roth contributions as defined in Code Section 402A rolled over from another eligible Deferred Compensation Plan will be allocated to the Participant's Roth 457(b) Rollover Account. Designated Roth contributions as defined in Code Section 402A rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant's Roth non-457(b) Rollover Account.
- c) Designated Roth contributions relating to in-plan rollovers under Code Section 402A(c)(4) rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant's Rollover of In-Plan Roth non-457(b) Rollover Account.

- d) Amounts attributable to In-Plan Rollovers will be allocated to an In-Plan Roth 457(b) Rollover Account. In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth 457(b) Contributions.

All rollovers into this Plan are subject to the approval of the Employer and the applicable Designated Institution(s).

14.2 Direct Rollovers of Plan Distributions. The Plan will make direct rollovers of Plan distributions at the request of the Participant, subject to the provisions of Article 6 and Article 12, to:

- a) an Eligible Deferred Compensation Plan;
- b) a qualified plan described in Code Section 401(a), 401(k) or 403(a);
- c) an annuity contract described in Code Section 403(b);
- d) an individual retirement account or annuity described in Code Section 408(a) or 408(b);
- e) a Roth individual retirement account described under Code Section 408A.

Effective for Plan Years beginning on or after January 1, 2010, a non-spouse Beneficiary may elect to make a direct rollover to an inherited individual retirement account or annuity described in Code Section 408(a) or Section 408(b), or a Roth individual retirement account described in Code Section 408A(a), that is established on behalf of the Beneficiary. Such rollover shall be made in a manner consistent with Code Section 402(c)(11) and any other applicable guidance.

14.3 Plan to Plan Transfers. If a Participant incurs a Severance from Service and subsequently performs services for another employer described in Code Section 457(e)(1)(A) which maintains an Eligible Deferred Compensation Plan, the amounts deferred under the Plan shall, at the Participant's election, be transferred to such other Eligible Deferred Compensation Plan, provided:

- a) The Eligible Deferred Compensation Plan to which the Participant's benefit is being transferred provides for the acceptance of such amounts; and
- b) The Participant has a benefit amount immediately after the transfer which at least equals the benefit amount under this Plan immediately before the transfer.

Upon the transfer of amounts under this Section 14.3, the Plan's liability to pay benefits to the Participant or Beneficiary will be discharged to the extent of the amount so transferred on behalf of the Participant or Beneficiary. The Employer may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 14.3 or effectuate the transfer pursuant to Treasury Regulations Section 1.457-10(b). If Roth 457(b) contributions are transferred, the receiving plan must permit designated Roth contributions as defined in Code Section 402A.

14.4 Transfer of Entire Plan. Subject to this Section 14.4, the Employer may direct the transfer of all assets of the Plan to another Eligible Deferred Compensation Plan that is located in the State of Oregon, provided that the requirements of Code Section 457(b) and Treasury Regulations Section 1.457(b)-10(b)(3) are satisfied. If Roth 457(b) Contributions are transferred, the receiving plan must permit designated Roth contributions as defined in Code Section 402A.

ARTICLE 15 PLAN ASSETS

15.1 Funding Medium for Plan Assets. All assets of the Plan, including all amounts deferred pursuant to Sections 3.2 and 3.3 (except those that have been transferred out pursuant to Section 14.2, 14.3 or 14.4), all amounts transferred to the Plan pursuant to Section 14.1, all property and rights purchased with Deferrals, Employer contributions and transferred amounts, and all income attributable to such amounts, property, or rights shall (until made available to a Participant, Alternate Payee, or Beneficiary pursuant to the distribution provisions of Article 6) be held in a trust, custodial account, or annuity contract described in Code Section 457(g) for the exclusive benefit of Participants and their Beneficiaries.

15.2 No Reversion. Except as otherwise provided in the Plan or permitted by the Code, no part of the Plan assets shall be paid over or revert to the Employer or be used for any purpose other than for the exclusive benefit of Participants, Alternate Payee's and their Beneficiaries.

**ARTICLE 16
APPLICABLE LAW**

16.1 Governing Law. The Plan shall be construed under the laws of the state of Oregon, except to the extent superseded by federal law, including the Code.

IN WITNESS WHEREOF, the Employer has caused this Plan to be signed and attested by its duly authorized officers on the _____ day of _____, 2014.

Board of County Commissioners:

Chair

Recording Secretary

ATTACHMENT A

The Employer shall make contributions to the Plan in the amounts set forth below, expressed as a percentage of the Eligible Employee's base compensation:

<u>Classification of Employees</u>	<u>Contribution Amount</u>
Peace Officers Association.....	Four percent (4%)
Federation of Parole and Probation Officers	One percent (1%)
Nonrepresented Group 1	Six and twenty-seven one hundredths percent (6.27%)

Housing Authority of Clackamas County

Deferred Compensation Plan

**Amended and Restated
Effective January 1, 2014**

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ARTICLE 1 INTRODUCTION

The Housing Authority of the County of Clackamas, Oregon ("Employer") hereby amends and restates this Deferred Compensation Plan ("Plan"), effective January 1, 2014, pursuant to Section 457 of the Internal Revenue Code of 1986, as amended ("Code"). The primary purpose of the Plan is to enable the Employer's employees to enhance their retirement security by permitting them to enter into agreements with the Employer to defer compensation (both on a pre-tax and after-tax basis), receive Employer contributions (if any) and receive benefits at retirement, death, termination of employment, and for financial hardships due to unforeseeable emergencies.

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between the Participant and the Employer, nor shall it be deemed to give a Participant any right to be retained in the employ of, or under contract to, the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between a Participant and the Employer.

ARTICLE 2 DEFINITIONS

- 2.1 Account.** The Account (and subaccounts) established for each Participant pursuant to Section 5.1.
- 2.2 Alternate Payee.** A Participant's spouse, former spouse, child, or other dependent who acquires an interest in the Participant's Account pursuant to a court decree of annulment or dissolution of marriage or of separation, or a court-approved settlement agreement incident to annulment or dissolution of marriage or of separation. Where the context so requires, reference to the "Participant" in this Plan shall be deemed to include an Alternate Payee.
- 2.3 Approved Institution.** Any organization that has been recommended by the Committee and approved by the Employer to provide services or Investment Product(s) to the Employer under the Plan.

- 2.4 Beneficiary.** The person(s), trust(s) or estate(s) entitled to receive benefits under the Plan upon death of a Participant in accordance with a suitable designation of Beneficiary filed with the Employer (or its delegate) and subject to applicable law.
- 2.5 Code.** The Internal Revenue Code of 1986, as amended from time to time, and including all valid regulations adopted pursuant to the Code.
- 2.6 Committee.** The committee appointed by the Employer as provided in Article 11 below to administer the Plan and perform administrative functions for the Plan as specified by the Employer.
- 2.7 Compensation.** All cash compensation paid to an Employee for employment services rendered to the Employer including salary, wages, fees, commissions, bonuses and overtime pay that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b) or 457(b) (including an election under Article 3 to defer Compensation under this Plan).
- 2.8 Deferrals.** The amount of Compensation deferred by a Participant to the Plan, consisting of Elective Deferrals and effective January 1, 2014, Roth 457(b) Contributions.
- 2.9 Designated Institution.** As designated by the Employer, any Approved Institution whose Investment Product is used for purposes of measuring the benefits due that Participant pursuant to the Plan.
- 2.10 Elective Deferral.** Deferrals of Compensation made by the Employer to the Plan on a voluntary pre-tax basis pursuant to a Participation Agreement entered into by a Participant.
- 2.11 Eligible Deferred Compensation Plan.** An Eligible Deferred Compensation Plan within the meaning of Code Section 457(b).
- 2.12 Eligible Employee.** An Employee who has been appointed to a budgeted, allocated position and who is regularly scheduled to work at least twenty (20) hours per week, or for at least eighteen and three-quarters (18.75) hours in a Job Share status, and is scheduled to be in a paid status for twelve (12) months per year.

2.13 Eligible Individual. Any Eligible Employee, any elected official, and any individual performing services for the Employer pursuant to an Employment Agreement, who performs services for the Employer for which Compensation is paid and who meets the criteria set forth in Section 3.1.

2.14 Employee. An individual who performs services for the Employer as a common-law employee.

2.15 Employer. The Housing Authority of Clackamas County, a political subdivision of the state of Oregon.

2.16 Employment Agreement. A written agreement between the Employer and an Employee pertaining to the Employee's performance of services for the Employer in exchange for remuneration.

2.17 Includible Compensation. An Employee's actual wages as reported in box 1 of Form W-2 for the Employer, but increased (up to the dollar maximum) by any Compensation reduction election under Code section 125, 132(f), 402(g)(3) or 457(b). The amount of Includible Compensation is determined without regard to any community property laws.

Pursuant to Section 1.457-4(d)(1) of the Income Tax Regulations, Includible Compensation will include any payments made to a Participant who has had a Severance from Employment, provided that the Includible Compensation is paid by the later of 2½ months after the Participant's Severance from Employment or the end of the calendar year that contains the date of such Participant's Severance from Employment.

In addition, pursuant to Section 1.457-4(d)(1) of the Income Tax Regulations, Includible Compensation will include payments made to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in Code Section 414(u)(5)) to the extent those payments do not exceed the amount the individual would have received if the individual had continued to perform services for the Employer rather than enter qualified military service.

Includible Compensation will not include any Employee pick-up contributions described in Code Section 414(h)(2).

2.18 In-Plan Roth Rollover. A rollover contribution to the Plan that consists of a distribution from an Elective Deferral Account, a 457(b) Rollover Account or a non-457(b) Rollover

Account under the Plan that the Participant rolls over to the Participant's In-Plan Roth 457(b) Rollover Account in the Plan, in accordance with Code Section 402A(c)(4).

2.19 Investment Product. Any product issued by or obtained from an Approved Institution for the purpose of investing amounts deferred or contributed under the Plan.

2.20 Normal Retirement Age.

- (a) The Normal Retirement Age shall be 70½, unless the Participant makes an election under Section 2.20(b) below.
- (b) The Participant may, at any time prior to Severance from Employment or prior to the use of the Catch-up Limitation provision described in Section 4.2, elect in writing in the form established or approved by the Employer a Normal Retirement Age that is not earlier than the earlier of age 65 or the earliest age at which the Participant has the right to retire and receive unreduced retirement benefits from the Employer's basic pension plan and not later than the date the Participant attains age 70½.

2.21 Participant. Any Eligible Individual who fulfills the eligibility and enrollment requirements of Article 3.

2.22 Participation Agreement. A written agreement between the Employer and a Participant in a form satisfactory to the Employer setting forth certain provisions and elections relating to the Plan, establishing the amount of Compensation to be deferred, specifying whether the elected Deferral is an Elective Deferral or, effective January 1, 2014, a Roth 457(b) Contribution, incorporating the terms and conditions of the Plan, and establishing the Participant's participation in the Plan.

2.23 Payout Request. A written agreement between the Employer and a Participant in a form satisfactory to the Employer setting forth the manner and method of paying benefits under the Plan.

2.24 Plan. The Clackamas County Deferred Compensation Plan effective December 15, 1977, as amended. The effective date of this amended and restated Plan is January 1, 2014.

2.25 Plan Year. The twelve (12) month period beginning January 1 and ending December 31.

2.26 Roth 457(b) Contributions. Deferrals that are: (1) made by the Employer to the Plan pursuant to a Participation Agreement entered into by a Participant, which qualifies as a "designated Roth Contribution" within the meaning of code section 402A; (2) irrevocably

designated by the Participant at the time of the cash or deferred election as a Roth 457(b) Contribution that is being made in lieu of all or a portion of the Elective Deferrals the Participant is otherwise eligible to make under the Plan; and (3) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a "cash or deferred" election.

2.27 Severance from Employment. The Participant ceases to be employed by the Employer that maintains the Plan.

ARTICLE 3 PARTICIPATION IN THE PLAN

3.1 Eligibility. Any Eligible Individual to whom Compensation is paid and who executes a Participation Agreement with the Employer is eligible to participate in the Plan.

3.2 Enrollment/Deferrals.

- (a) An Eligible Individual may become a Participant and agree to make Deferrals by entering into a Participation Agreement. Effective January 1, 2014, any such election to defer Compensation shall specify whether such Deferrals are to be Elective Deferrals or Roth 457(b) Contributions or a combination thereof; in the absence of any such specification, the Participant's Deferrals shall be deemed to be Elective Deferrals. The effective date of participation in the Plan shall be no sooner than the first day of the calendar month immediately following the latest of the date (i) an individual becomes an Eligible Individual; (ii) the execution and processing of a Participation Agreement with respect to that individual; or (iii) the execution and processing of any required agreements with the Designated Institution(s) selected by the Participant for investment of the Participant's Account.
- (b) At the time of entering into or modifying the Participation Agreement hereunder to make Deferrals or at the time of reentry following a withdrawal under Article 7, a Participant must agree to defer a minimum amount of \$338 annually.
- (c) All Deferrals made under the Plan are fully vested and nonforfeitable at all times.
- (d) A Participant who elects to make Deferrals may modify the Participation Agreement to change the amount deferred only for a subsequent calendar month and only if the

new Participation Agreement has been executed and processed prior to the first day of the month during which it is to be effective. The effective date of the modified Participation Agreement shall be the later of: (i) the first day of the calendar month immediately following the execution and processing of the modified Participation Agreement; (ii) the date specified in the Participation Agreement; or (iii) the last day of the waiting period described in Section 7.3, if applicable.

- (e) A Participant may suspend further Deferrals with respect to Compensation not yet earned by submitting a revised Participation Agreement. The revocation of a Deferral election will be effective on the first day of the calendar month immediately following the execution and processing of the written revocation of participation. Amounts previously deferred shall be paid only as provided in this Plan. Any Employer-provided contributions made under the Plan may not be revoked by the Participant.
- (f) A Participant who is subject to the limitation on Deferrals under Section 7.3, has revoked his or her Participation Agreement as set forth in Section 3.2(d), or who returns to perform services for the Employer after a Severance from Employment, may again become a Participant in the Plan and agree to make Deferrals of Compensation not yet earned by submitting a new Participation Agreement as provided in Section 3.2(a).

3.3 Employer Contributions.

- (a) Subject to the limitations set forth in Article 4, the Employer may contribute to the Plan on behalf of Participants the amounts set forth in Attachment A.
- (b) Employer contributions shall be made to the Plan each payday for the pay period in which the services to which the contribution relates were performed. Participants on whose behalf an Employer contribution is made to the Plan are not permitted to receive the Employer contribution as current Compensation.
- (c) Employer contributions are fully vested and nonforfeitable immediately upon payment to the Plan.
- (d) In the event that a Participant who is both making Deferrals under Section 3.2 and receiving an Employer contribution under Section 3.3 exceeds the limits set forth in Article 4, the amount in excess of the limit will be refunded to the Participant as soon as administratively practicable. The refund shall be made first from amounts

contributed by the Participant as Deferrals under Section 3.2 in the amount necessary to comply with the limits set forth in Article 4. If the contributions made on behalf of the Participant still exceed the limits set forth in Article 4, then the Employer contribution will be reduced until the contributions to the Plan on behalf of the Participant comply with the limits set forth in Article 4.

3.4 Transfers from Eligible Deferred Compensation Plans. The Plan will accept incoming transfer of amounts previously deferred under another Eligible Deferred Compensation Plan if (1) the transferor plan provides for the transfer of such amounts, and (2) the Participant has a benefit equal to the amount immediately after the transfer at least equal to the amount under the Plan immediately before the transfer. The Employer may require such documentation from the transferor plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulations Section 1.457-10(b) and to confirm that the transferor plan is an Eligible Deferred Compensation Plan within the meaning of Treasury Regulations Section 1.457-2(f). The amount so transferred will be credited to the appropriate sub-account under the Participant's Account and will be held, accounted for, administered and otherwise treated in the same manner as amounts as held in the transferor plan, except that the transferred amounts will not be taken into consideration for purposes of Code Section 457 (b)(2) for the year of transfer.

ARTICLE 4 LIMITATIONS ON AMOUNT DEFERRED

4.1 Annual Maximum. The maximum amount of Compensation that may be deferred under this Plan (the "Normal Limit") for a Participant's taxable year (except as provided in Sections 4.2 and 4.3) is the lesser of the applicable dollar amount within the meaning of Code Sections 457(b)(2)(A) and 457(e)(15)(A), as adjusted for the cost-of-living in accordance with Code Section 457(e)(15)(B) or 100% of the Participant's Includible Compensation.

4.2 Catch-Up Limit. For each one or more of the Participant's last three (3) taxable years ending prior to but not including the year of such Participant's Normal Retirement Age, as elected by the Participant pursuant to or otherwise defined in Section 2.20, the limitation set forth in Section 4.1 shall be increased to the lesser of:

- (a) two (2) times the amount described in Section 4.1; or

(b) The sum of:

- (1) The Normal Limit set forth in Section 4.1 for the taxable year, plus
- (2) The amount of the Normal Limit for any prior taxable year or years since January 1, 1979, less the amount of Compensation actually deferred under the Plan for such prior taxable year or years.

For purposes of this Section 4.2, a prior taxable year can be taken into account only if:

- (1) The Participant was eligible to participate in the Plan or any similar prior plan of the same Employer during any portion of any prior taxable year since January 1, 1979; and
- (2) The Compensation deferred, if any, under such plan or the Plan during such prior taxable years was subject to a maximum deferral limitation as required by Code Section 457.

A Participant may elect to utilize the Catch-Up Limitation with respect to only one (1) Normal Retirement Age (as defined in Section 2.20) in this Plan or any other Eligible Deferred Compensation Plan notwithstanding the fact that the Participant utilizes the Catch-Up Limitation in less than all of the three (3) eligible years. This Section 4.2 shall not apply in any Plan Year in which Section 4.3 applies because the maximum deferral limit under Section 4.1, when combined with the limit under Section 4.3, is higher than the limit under this Section 4.2.

4.3 Age 50 Catch-Up Limit. A Participant who will have attained the age of 50 before the close of the Plan Year, and with respect to whom no other Deferrals may be made to the Plan for the Plan Year by reason of the limitation of Section 4.1, may enter into a Participation Agreement to make Deferrals in addition to those permitted by Section 4.1 in an amount not to exceed the lesser of (1) the applicable dollar amount as defined in Code Section 414(v)(2)(B), as adjusted for the cost-of-living in accordance with Code Section 414(v)(2)(C), or (2) the excess (if any) of (i) the Participant's Includible Compensation for the year, over (ii) any other elective deferrals of the Participant for such year which are made without regard to this Section 4.3. The age 50 catch-up contribution is subject to adjustment for cost of living increases under Code Section 414(v)(2)(C).

An additional contribution made pursuant to this Section 4.3 shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Code Section 402(g), or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 4.3 shall not apply in any Plan Year in which Section 4.2 applies because the maximum deferral limit under Section 4.2 is higher than the maximum deferral limit under Section 4.1, when combined with the limit under this Section 4.3.

4.4 Another Eligible Deferred Compensation Plan. If the Participant is or has been a participant in one or more other Eligible Deferred Compensation Plans, then this Plan and all such other plans shall be considered one plan for purposes of applying the foregoing limitations of this Article 4. For this purpose, the Employer shall take into account any other such Eligible Deferred Compensation Plan maintained by the Employer and shall also take into account any other such Eligible Deferred Compensation Plan for which the Employer receives from the Participant sufficient information concerning his or her participation in such other plan.

4.5 Cash Method of Accounting. For purposes of applying the limitations in Sections 4.1, 4.2 and 4.3, Compensation deferred under the Plan for a pay period shall be treated as deferred as of the pay day for that pay period.

ARTICLE 5 ACCOUNTS

5.1 Participants' Accounts. A separate bookkeeping Account shall be maintained for each Participant. Within each Account, one or more sub-accounts may be established including (1) an Elective Deferral Account, (2) a Roth 457(b) Contributions Account, (3) a 457(b) Rollover Account, (4) a non-457(b) Rollover Account, (5) a Roth 457(b) Rollover Account, (6) a Roth non-457(b) Rollover Account, (7) a Rollover of In-Plan Roth non-457(b) Rollover Account, and/or (8) In-Plan Roth 457(b) Rollover Account.

(a) Each Account shall be credited with the amount of the Participant's Compensation deferred under Section 3.2 and with any amount transferred to this Plan with respect to the Participant as provided in Sections 14.1 or 14.3.

(b) Each Participant's Account shall be debited with the amount of any payment to the Participant under this Plan, with any amount transferred to a separate account for

an Alternate Payee with respect to the Participant as needed, and with any amount of the Participant's Account transferred to another plan as provided in Section 14.2.

- (c) At such dates and frequency as are reasonably determined by the Employer, a Participant's Account also shall be credited with the amount of income and gain allocable to the Account and also shall be debited with the amount of loss, expenses, and charges allocable to the Account.
- (d) A written report of the status of each Participant's Account shall be furnished to the Participant at least annually.

5.2 Investments. Each Account shall be invested as directed by the Participant or Alternate Payee in such one or more Investment Products as are determined and approved by the Committee and allowed by Oregon law.

- (a) The amount of each Account shall be invested in such one or more of those approved Investment Products as are designated by the Participant or Alternate Payee in a manner approved by the Employer.
 - (1) A Participant's or Alternate Payee's investment designation shall apply to the amount of the Participant's or Alternate Payee's Account after the Participant's or Alternate Payee's death until the Beneficiary makes an investment designation in a manner approved by the Employer.
 - (2) A Participant's investment designation with respect to any portion of the amount of the Participant's Account transferred to an Alternate Payee's Account shall apply to the amount of the Alternate Payee's Account until the Alternate Payee makes an investment designation in a manner approved by the Employer.
- (b) Investment designations shall be implemented as soon as administratively feasible, subject to any restrictions imposed by the Designated Institution.
- (c) Neither the Employer nor the Committee shall be liable to any Participant, Beneficiary, Alternate Payee, or other person for any loss due to the Employer's determination and approval of Investment Products, due to the Employer's failure to monitor the performance of those approved Investment Products, or due to the investment performance of amounts invested in those approved Investment

Products, unless committed in bad faith, intentionally, or with reckless indifference to the interest of the Participant, Beneficiary, Alternate Payee, or other person.

5.3 Expenses and Charges. The Committee shall determine the reasonable expenses of the Employer and the Committee that are associated with the deferral of Compensation under this Plan, investing the amount of Accounts, or administering this Plan, and also shall determine the expenses and charges associated with the Investment Products designated by the Participant, Beneficiary, or Alternate Payee. The Employer may charge such expenses and charges to and among Participants', Beneficiaries', and Alternate Payees' Accounts in such manner as the Employer determines equitable. However, general expenses of the Employer may not be charged to this Plan or to Accounts.

ARTICLE 6 BENEFITS

6.1 General Benefit Terms.

- (a) Benefits payments to a Participant or Beneficiary shall be made according to the manner and method of payment as elected in the Payout Request, which election may be changed by a Participant or a Beneficiary as appropriate and as allowed by the Plan at any time.
- (b) Subject to the restrictions on choice of benefit contained in paragraphs 6.1(c) and (d), 6.4 and 6.5, the options available for selection by the Participant or Beneficiary as the manner and method of payment are:
 - (1) Lump sum(s);
 - (2) Periodic payments for a designated period;
 - (3) Periodic payments for life;
 - (4) Periodic payments for life with a guaranteed minimum number of payments;
 - (5) Periodic payments for the life of the Participant with continuation of the payments or a percentage of the payments for the lifetime of the Participant's spouse;
 - (6) Such other options as a Designated Institution may, in its sole discretion, offer to the Participant prior to the commencement of benefits.

Periodic payments may be monthly, quarterly, semiannually, or annually. For life annuity contracts, the amount of each payment may be fixed or may fluctuate with the performance of the Investment Products.

- (c) If participant's account balance is less than \$5,000, a distribution may be made in a lump sum to the participant within sixty-one (61) days after the close of the year in which the participant has separated from service.
- (d) In determining the amount of benefit payments, the minimum incidental death benefit rule of Code Section 401(a)(9)(G) must be satisfied. To the extent that the payment required under this rule is greater than the amount determined under 6.1(c), the greater amount must be paid.
- (e) All distributions under the Plan must comply with Code Section 401(a)(9). Benefits under the Plan must be distributed by April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

Notwithstanding the foregoing, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding Article 14 of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009 will be treated as eligible rollover distributions.

6.2 Benefits upon Retirement. Following the Participant's Severance from Employment on or after attainment of Normal Retirement Age, the custodian shall begin payments to the Participant in accordance with the Participant's elections made in the Payout Request;

provided, however, that payments shall begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

6.3 Benefits upon Severance from Employment. If Severance from Employment occurs prior to attainment of the Normal Retirement Age determined under Section 2.20, the custodian shall begin benefit payments as soon as administratively practicable following the Participant's Severance from Employment and his or her subsequent submission of a Payout Request; provided, however, that in lieu of requesting a distribution under this Section 6.3, a Participant instead may request a plan-to-plan transfer under Section 14.3 below. The custodian shall begin payments to the Participant in accordance with the Participant's elections made in the Payout Request; provided, however, that payments shall begin no later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant incurs a Severance from Employment.

6.4 Elective Distributions. Regardless of whether he or she has experienced a Severance from Employment, a Participant may choose to receive a distribution from his or her 457(b) Rollover Account, Non-457(b) Rollover Account, Roth 457(b) Rollover Account, Rollover of In-Plan Roth non-457(b) Rollover Account and Roth non-457(b) Rollover Account at any time by submitting a Payout Request.

6.5 Payment of Benefits upon Participant's Death.

- (a) Upon the death of a Participant, the deceased Participant's Account will be distributed to the Beneficiary in accordance with the provisions of this section.
- (b) The designation of a Beneficiary will be made in a form satisfactory to the Employer. A Participant or Beneficiary may at any time revoke his or her designation of a Beneficiary or change his or her Beneficiary by filing written notice of such revocation or change. In the event no valid designation of Beneficiary exists at the time of the Participant's death, the death benefit will be payable to the Participant's estate.
- (c) The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of an Account of a deceased Participant as it deems appropriate. The Employer's determination of death and of

the right of any person to receive payment will be conclusive and binding on all interested parties.

- (d) If minimum payments under Code Section 401(a)(9) have not begun upon the death of a Participant and if the Beneficiary is not the Participant's surviving spouse, death benefits payments under the Plan must, in accordance with the Beneficiary's election or, if an election is not made, in accordance with the relevant provisions in the Plan:
 - (1) Begin to be distributed to the Beneficiary no later than December 31 of the calendar year immediately following the calendar year of the Participant's death, payable over a period not to exceed the life expectancy of the Beneficiary; or
 - (2) Be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (e) If the Beneficiary is the Participant's surviving spouse and minimum payments under Code Section 401(a)(9) have not begun upon the death of the Participant, minimum payments to the surviving spouse must begin by the later of:
 - (1) December 31 of the calendar year immediately following the calendar year in which the Participant dies; or
 - (2) December 31 of the year in which the Participant would have attained age 70½.
- (f) Payments to the surviving spouse under Section 6.5(e) above must be made over a period not to exceed the surviving spouse's life expectancy. However, a surviving spouse may elect to receive the death benefit payments no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (g) If minimum payments under Code Section 401(a)(9) have begun prior to the Participant's death, the remaining portion of the Account shall be distributed to the Beneficiary at least as rapidly as under the method of distribution in effect prior to the death of the Participant.

6.6 In-Service Distributions. While still employed by the Employer, a Participant may request, and upon approval of the Employer, receive an in-service distribution from the Participant's Account, provided that:

- (a) The Participant's Account balance is \$5,000 or less (or such amount as may be designated in Code Section 457(e)(9)); and
 - (1) The Participant has made no deferrals during the two-year period ending on the date of the distribution; and
 - (2) The Participant has not received any prior in-service distribution as described in this Section 6.6 (a); or
- (b) The Participant has been approved by a tax qualified governmental defined benefit plan (as defined in Code Section 414(d)) to purchase service credits with a direct transfer from this Plan, and such in service distribution does not exceed the total amount required to purchase such service credits..

ARTICLE 7 HARDSHIP WITHDRAWALS

7.1 Application for Withdrawal. In the case of an Unforeseeable Emergency prior or subsequent to the commencement of benefit payments, a Participant may apply for a withdrawal of an amount reasonably necessary to satisfy the emergency need. If such application for withdrawal is approved by the Committee (or its delegate), the withdrawal will be effective at the later of the date specified in the Participant's application or the date of approval by the Committee (or its delegate). The approved amount shall be payable in a lump sum within thirty (30) days of such effective date or in some other manner consistent with the emergency need as determined by the Committee (or its delegate). If the Participant's request is denied, a request for review of the determination may be made in writing to the Committee (or its delegate). If the review of the determination fails to confirm a claim of Unforeseeable Emergency, a written appeal may be made to the Committee (or its delegate). Unforeseeable Emergency withdrawals will be made in accordance with procedures established by the Designated Institution and/or Investment Product.

7.2 Unforeseeable Emergency. For the purposes of this Plan, the term "Unforeseeable Emergency" means a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or his or her spouse, or of a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar, extraordinary, and unforeseeable circumstances

arising as a result of events beyond the control of the Participant. Withdrawals for foreseeable expenditures normally budgetable, such as a down payment on or purchase of a home, purchase of an automobile, or college expenses, will not be permitted. The Committee (or its delegate) shall not permit withdrawal for an Unforeseeable Emergency to the extent that such hardship is or may be relieved:

- (a) Through reimbursement or compensation by insurance or otherwise;
- (b) By liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
- (c) By cessation of deferrals under the Plan.

7.3 Limits on Withdrawals and Future Contributions. In no event shall the amount of a withdrawal for an Unforeseeable Emergency exceed the balance in the Participant's Account at the time of withdrawal. Notwithstanding any other provision of this Plan, if a Participant makes a withdrawal hereunder, the Participant's Account shall be appropriately reduced to reflect such withdrawal, and the remainder of any benefits shall be payable in accordance with otherwise applicable provisions of the Plan. In the event a Participant's application for a distribution under Article 7 is approved by the Committee (or its delegate), the Participant will be barred from making further Deferrals under the Plan for a period of six (6) months following the date on which such distribution is made.

ARTICLE 8 BENEFICIARIES

8.1 Designation. A Participant shall have the right to designate a Beneficiary, and to amend or revoke such designation at any time by designating one or more Beneficiaries in a manner approved by the Employer. Such designation, amendment or revocation shall be effective upon receipt by the Employer. Notwithstanding the foregoing, a Participant who elects a joint and survivor annuity form of payment may not elect a non-spouse joint annuitant, and may not change his or her joint annuitant after payments commence.

8.2 Failure to Designate a Beneficiary. If a Participant fails to elect a Beneficiary or no designated Beneficiary survives the Participant, and benefits are payable following death, such benefits will be payable to the Participant's estate.

**ARTICLE 9
LEAVE OF ABSENCE**

- 9.1 Approved Leave of Absence.** A Participant on an approved leave of absence (whether paid or unpaid) may continue to participate in the Plan subject to all the terms and conditions of the Plan; provided further, Compensation may be deferred for such Participant if such Compensation (or a portion thereof) continues while the Participant is on an approved leave of absence.
- 9.2 Uniformed Services Leaves.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

**ARTICLE 10
ASSIGNMENT AND ALIENATION**

- 10.1 Participant's Rights Not Assignable.** Neither the Participant nor any other person shall have any right to commute, sell, assign, pledge, transfer, or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights thereto are expressly declared to be unassignable and nontransferable. Nor shall any unpaid benefits be subject to attachment, garnishment, or execution for the payment of any debts, judgments, alimony, or separate maintenance owed by the Participant or any other person or be transferable by operation of law in the event of bankruptcy or insolvency of the Participant or any other person.
- 10.2 No Loans Permitted.** Participant loans are not permitted under the Plan.

**ARTICLE 11
ADMINISTRATION**

- 11.1 Plan Administrator.** This Plan shall be administered by the Employer. The Employer may appoint a Committee of one or more individuals in the employment of the Employer for the purpose of discharging the administrative responsibilities of the Employer under the Plan. The Committee will represent the Employer in matters concerning the administration of this Plan; provided, however, that the final authority for all administrative and operational decisions relating to the Plan remains with the Employer.

11.2 Powers of the Committee. The Committee shall have full power and authority to:

- (a) Present recommendations to the Employer for consideration in order to adopt rules and regulations for the administration of the Plan, provided they are not inconsistent with the provisions of this Plan or Code Section 457 and any Treasury regulations promulgated thereunder, and to interpret, alter, amend, or revoke any rules and regulations so adopted;
- (b) To recommend to the Employer to enter into contracts with respect to this Plan and in accordance with the Employer's purchasing policy;
- (c) To make discretionary decisions under this Plan, including decisions under Article 7 (Hardship Withdrawals) and under Section 11.5 (Claims Procedure); and
- (d) To demand satisfactory proof of the occurrence of any event that is a condition precedent to the commencement of any payment or discharge of any obligation under the Plan.

11.3 Disqualification of Committee Members. If otherwise eligible, a Committee member shall be eligible to participate in the Plan, but such person shall not be entitled to participate in discretionary decisions relating to such person's own participation in or benefits under the Plan.

11.4 Selection of Approved Institutions. The Committee shall screen and recommend to the Employer for approval any insurance company or other entity seeking to sell an Investment Product or otherwise operate as an Approved Institution under this Plan. The Employer may contract with an Approved Institution (a) to issue to the Employer an Investment Product as described in Article 5 of the Plan, or (b) to provide services under the Plan for the convenience of the Employer including, but not limited to, the enrollment of Eligible Individuals as Participants on behalf of the Employer; the maintenance of individual or other accounts and other records; the making of periodic reports; and the disbursement of benefits to Participants, Alternate Payees, and Beneficiaries.

11.5 Claims Procedure.

(a) Claims

Upon the request of a Participant, Beneficiary, or Alternate Payee, the Employer shall provide claim forms to any Participant, Beneficiary, or Alternate Payee who is or may be

entitled to benefits hereunder. Such claim form shall be completed and submitted to the Employer no later than thirty (30) days after it is received by said claimant. Upon receipt of the claim form, the Employer shall review the claim and, if the Employer determines that the claim should not be allowed, shall respond within thirty (30) days of receipt of the claim. Such response shall be in writing and shall include the specific reason or reasons for the denial, specific references to pertinent Plan provisions on which the denial is based, a description of whatever additional material or information, if any, must be supplied by the claimant to perfect the claim, and an explanation of the Plan's review procedure. If notice of the denial of a claim is not furnished within thirty (30) days of receipt by the Committee, the claim shall be deemed denied.

(b) Review

Within sixty (60) days after receipt of notice of denial of the claim or when the claim is deemed to have been denied, the claimant (or his or her representative) may respond to the denial by requesting, in writing, a review of the decision and a review of pertinent documents. If the claimant responds and seeks a review of the decision to deny benefits, issues and comments must be submitted in writing to the Employer. Such issues and comments shall specify the reasons that the decision of the Employer is claimed to be erroneous. The Employer shall review the contentions regarding the denial of the claim and shall, within sixty (60) days from the Employer's receipt of the request for review, respond to said request. If the Employer, in its sole discretion, determines that special circumstances warrant the holding of a hearing, it shall promptly be held and a decision shall be rendered within one hundred twenty (120) days from the date the Plan received the request for review. Any decision on review shall be in writing and shall state the specific reasons for the decision, and shall make specific references to the Plan provisions on which the decision is based.

**ARTICLE 12
QUALIFIED DOMESTIC RELATIONS ORDERS**

12.1 Payment to Alternate Payee. To the extent required by and subject to the restrictions of ORS 243.507, the amount of a Participant's Account shall be paid, in whole or in part, to an Alternate Payee if and to the extent expressly provided for in the terms of any court decree of annulment or dissolution of marriage or of separation, or the terms of any court

order or court-approved property settlement agreement incident to any court decree of annulment or dissolution of marriage or of separation.

12.2 Required Information and Documentation. No benefit under this Plan may be paid to an Alternate Payee under the terms of a court decree or order or court-approved property settlement agreement (“Order”) until after the date the Employer receives a copy of the Order and such additional information and documentation as satisfies the Employer:

- a) That the copy is a true copy of the Order.
- b) That the Order is, within the meaning of ORS 243.507, a court decree of annulment or dissolution of marriage or of separation, or a court order or court-approved property settlement agreement incident to such a decree.
- c) Of the extent to which the terms of the Order expressly provide for payment of a benefit under this Plan to an Alternate Payee.
- d) Of any other fact or matter required for the Employer to:
 - 1) Determine the application of ORS 243.507 to the Order or the extent to which the Order applies to this Plan.
 - 2) Comply with the Order or with ORS 243.507.
 - 3) Administer this Plan under the terms of the Order.

12.3 Coordination with Other Provisions of This Plan. With respect to amounts payable to an Alternate Payee, the custodian shall begin benefit payments to the Alternate Payee as soon as administratively practicable after the requirements of Section 12.2 have been satisfied, in accordance with the Alternate Payee’s elections made in a Payout Request made in accordance with the distribution requirements provided in Article 6.

ARTICLE 13 AMENDMENT OR TERMINATION OF PLAN

13.1 Employer’s Authority. The Employer may terminate or amend the provisions of this Plan at any time; provided, however, that no termination or amendment shall affect the rights of a Participant, Alternate Payee, or a Beneficiary to the receipt of payment of benefits with respect to any Compensation deferred before the time of the termination or amendment,

as adjusted for investment experience of the Investment Product of the Designated Institution prior to or subsequent to the termination or amendment.

13.2 Procedure upon Termination of Plan. Upon termination of the Plan, the Participants in the Plan will be deemed to have withdrawn from the Plan as of the date of such termination. Participants will resume receipt of their full Compensation without any further deferrals pursuant to Section 3.2 of the Plan. The Employer shall not distribute Plan benefits at the time of such termination; rather, the custodian shall retain all Participant Accounts and shall pay or dispose of Participant Accounts only as otherwise provided in the Plan and according to the terms and conditions of the Plan.

ARTICLE 14 ROLLOVERS

14.1 Rollover Contributions. An Eligible Individual (whether or not he or she is a current Participant) may rollover amounts that are considered "eligible rollover distributions" within the meaning of Code Section 402(c)(4) from an "eligible retirement plan" within the meaning of Code Section 402 (c)(8)(B).

- a) Amounts (other than designated Roth contributions as defined in Code Section 402A) rolled over from another Eligible Deferred Compensation Plan will be allocated to the Participant's 457(b) Rollover Account. Amounts (other than designated Roth contributions as defined in Code Section 402A) rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant's non-457(b) Rollover Account.
- b) Designated Roth contributions as defined in Code Section 402A rolled over from another eligible Deferred Compensation Plan will be allocated to the Participant's Roth 457(b) Rollover Account. Designated Roth contributions as defined in Code Section 402A rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant's Roth non-457(b) Rollover Account.
- c) Designated Roth contributions relating to in-plan rollovers under Code Section 402A(c)(4) rolled over from an eligible retirement plan that is not a Code Section 457(b) plan will be allocated to the Participant's Rollover of In-Plan Roth non-457(b) Rollover Account.

- d) Amounts attributable to In-Plan Rollovers will be allocated to an In-Plan Roth 457(b) Rollover Account. In-Plan Roth Rollover Contributions will be subject to the Plan rules related to Roth 457(b) Contributions.

All rollovers into this Plan are subject to the approval of the Employer and the applicable Designated Institution(s).

14.2 Direct Rollovers of Plan Distributions. The Plan will make direct rollovers of Plan distributions at the request of the Participant, subject to the provisions of Article 6 and Article 12, to:

- a) an Eligible Deferred Compensation Plan;
- b) a qualified plan described in Code Section 401(a), 401(k) or 403(a);
- c) an annuity contract described in Code Section 403(b);
- d) an individual retirement account or annuity described in Code Section 408(a) or 408(b);
- e) a Roth individual retirement account described under Code Section 408A.

Effective for Plan Years beginning on or after January 1, 2010, a non-spouse Beneficiary may elect to make a direct rollover to an inherited individual retirement account or annuity described in Code Section 408(a) or Section 408(b), or a Roth individual retirement account described in Code Section 408A(a), that is established on behalf of the Beneficiary. Such rollover shall be made in a manner consistent with Code Section 402(c)(11) and any other applicable guidance.

14.3 Plan to Plan Transfers. If a Participant incurs a Severance from Service and subsequently performs services for another employer described in Code Section 457(e)(1)(A) which maintains an Eligible Deferred Compensation Plan, the amounts deferred under the Plan shall, at the Participant's election, be transferred to such other Eligible Deferred Compensation Plan, provided:

- a) The Eligible Deferred Compensation Plan to which the Participant's benefit is being transferred provides for the acceptance of such amounts; and
- b) The Participant has a benefit amount immediately after the transfer which at least equals the benefit amount under this Plan immediately before the transfer.

Upon the transfer of amounts under this Section 14.3, the Plan's liability to pay benefits to the Participant or Beneficiary will be discharged to the extent of the amount so transferred on behalf of the Participant or Beneficiary. The Employer may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 14.3 or effectuate the transfer pursuant to Treasury Regulations Section 1.457-10(b). If Roth 457(b) contributions are transferred, the receiving plan must permit designated Roth contributions as defined in Code Section 402A.

14.4 Transfer of Entire Plan. Subject to this Section 14.4, the Employer may direct the transfer of all assets of the Plan to another Eligible Deferred Compensation Plan that is located in the State of Oregon, provided that the requirements of Code Section 457(b) and Treasury Regulations Section 1.457(b)-10(b)(3) are satisfied. If Roth 457(b) Contributions are transferred, the receiving plan must permit designated Roth contributions as defined in Code Section 402A.

ARTICLE 15 PLAN ASSETS

15.1 Funding Medium for Plan Assets. All assets of the Plan, including all amounts deferred pursuant to Sections 3.2 and 3.3 (except those that have been transferred out pursuant to Section 14.2, 14.3 or 14.4), all amounts transferred to the Plan pursuant to Section 14.1, all property and rights purchased with Deferrals, Employer contributions and transferred amounts, and all income attributable to such amounts, property, or rights shall (until made available to a Participant, Alternate Payee, or Beneficiary pursuant to the distribution provisions of Article 6) be held in a trust, custodial account, or annuity contract described in Code Section 457(g) for the exclusive benefit of Participants and their Beneficiaries.

15.2 No Reversion. Except as otherwise provided in the Plan or permitted by the Code, no part of the Plan assets shall be paid over or revert to the Employer or be used for any purpose other than for the exclusive benefit of Participants, Alternate Payee's and their Beneficiaries.

**ARTICLE 16
APPLICABLE LAW**

16.1 Governing Law. The Plan shall be construed under the laws of the state of Oregon, except to the extent superseded by federal law, including the Code.

IN WITNESS WHEREOF, the Employer has caused this Plan to be signed and attested by its duly authorized officers on the _____ day of _____, 2014.

Board of County Commissioners:

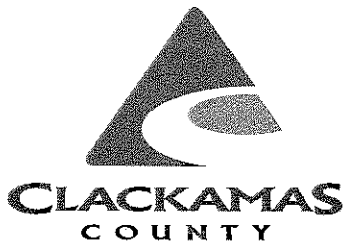
Chair

Recording Secretary

ATTACHMENT A

The Employer shall make contributions to the Plan in the amounts set forth below, expressed as a percentage of the Eligible Employee's base compensation:

<u>Classification of Employees</u>	<u>Contribution Amount</u>
Peace Officers Association	Four percent (4%)
Federation of Parole and Probation Officers	One percent (1%)
Nonrepresented Group 1	Six and twenty-seven one hundredths percent (6.27%)



9
Bob Cozzie
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

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

August 7, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a "Global Lease Assignment" authorizing the transfer of radio site lease agreements from Clackamas County to the Clackamas 800 MHz Radio Group (C-800)

Purpose/Outcome	Transfer of radio site lease agreements from Clackamas County to C-800.
Dollar Amount and Fiscal Impact	There are no current financial implications with the transfer of these lease agreements.
Funding Source	N/A
Safety Impact	None
Duration	N/A
Previous Board Action/Review	Reviewed under issues with Board Study Session on July 29, 2014
Contact Person	Mark Spross, Manager – Dept of Communications – 503-655-8882
Contract No.	N/A

BACKGROUND:

In 2001 Clackamas County entered into an agreement with the Clackamas 800 MHz Radio Group (C-800) to assist with the financing, installation and build-out of an 800 MHz radio system to serve public safety responders in Clackamas County. C-800 is an ORS 190 organization formed specifically to construct and maintain an 800 MHz radio system to serve the public safety partner jurisdictions. This radio system was needed to provide a greater level of communication interoperability for emergency responders within Clackamas County and also to provide compatible interoperable communications with other emergency responders in the Portland Metropolitan area.

In order to achieve that objective, Clackamas County financed the initial build out of the system with the understanding that C-800 would pay the debt service. Additional revenue to develop the system was secured for the project through a variety of grants, including a U.S Department of Justice Community Oriented Policies (COPS) Grant, Title III grants and several Homeland Security grants. County staff has assisted with this overall project in concert with staff from C-800. In 2009, all debt service payments to the County were completed by C-800.

Housekeeping action is now needed to transfer leases on several radio sites from Clackamas County to C-800. The leases had been held by the County due to its financial interest in the C-800 organization.

RECOMMENDATION:

Staff recommends the Board approve the "Global Lease Assignment" to allow the transfer of the radio site lease agreements from Clackamas County to C-800.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Spross", written over a horizontal line.

Mark Spross, Communications Manager
Clackamas County Communications

GLOBAL LEASE ASSIGNMENT
between CLACKAMAS COUNTY
and C-800 RADIO GROUP

This lease assignment agreement ("Agreement") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), and C-800 Radio Group, an intergovernmental entity formed under the authority of Oregon Revised Statutes Chapter 190 ("C-800").

RECITALS

WHEREAS, County and C800 are parties to several agreements relating to the provision of emergency communications services and related public safety activities;

WHEREAS, County has leased, on behalf of C800 or otherwise, certain properties on which emergency communications equipment has been located.

WHEREAS, the County and C800 desire to unify operations and management of such sites into C800's ownership;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. The County hereby assigns, transfers, hypothecates, delivers and otherwise conveys to C800 all rights, title, or interest ("Assignment") in the leaseholds described on Exhibit A attached hereto and incorporated herein (the "Leases").
2. Assumption. C800 hereby accepts such Assignment of the Leases and hereby agrees to perform all of the terms, covenants, conditions and obligations of the County under the Leases from and after the effective date of this Agreement.
3. Release. The parties agree that, upon execution hereof, the County shall have no further right or obligation with respect to the Leases.
4. Indemnification. C800 agrees to save, indemnify, defend and hold the County harmless from any claims, demands, actions, losses, expenses and liabilities (including attorney's fees) arising from or relating to the Assignment of the Leases.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the last party to sign hereto.

Clackamas County

C-800 Radio Group

Chair

Austin Taylor

Chair

Dated: _____

Dated: 7-15-14

Exhibit A

LEASES

The following leases are assigned. The leases are with and located at:

1. Sandy School District, Sandy High School, located at 17100 Bluff Rd., Sandy, OR.
2. David Staats, Redland Road Site, located at 20052 S Redland Rd., Oregon City, OR.
3. Weyerhaeuser Company, Goat Mountain Site located at 28000 S Goat Mountain Rd.
4. Oregon Department of Transportation, Mt Scott site, located at 10931 SE Ridgeway Dr., Happy Valley, OR.
5. City of Oregon City, Mountain View site located at 415 Mountain view Street, Oregon City, OR.
6. BBS Property Management, Pete's Mountain site – 1775 SW Schaeffer Rd, West Linn, OR.
7. Boring Water District, the Polivka Radio Site located at 26230 SE Wally Rd., Boring, OR.
8. Oak Lodge Water District, View Acres site located at 4410 SE View Acres, Milwaukie, OR.
9. Oregon Department of Forestry, Linhart Butte site located at 48230 SE Linhart Butte Rd., Sandy, OR.
10. Federal Bureau of Land Management, Brightwood site, located at approximately 62160 E Road 2503, Brightwood, OR.