

AGENDA

Thursday, January 28, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-07

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 department or 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. Request for an Exemption and Authorization to use the Request for Proposals Method for the Repair or Replacement of the Clackamas River Water District Water Line on the Clackamas River at Springwater Road Bridge Project (Lane Miller, Procurement Manager)

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

A. Health, Housing & Human Services

1. Approval for a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program – *Health Centers*
2. Approval of Amendment No. 2 to the Intergovernmental Agreement with Oregon Department of Human Services for Strengthening, Preserving, Reunifying Families and In-home Safety and Reunification Services – *Children, Youth & Families*

B. Juvenile Department

1. Approval of Amendment No. 3 with Multnomah County to Increase the Capacity of the Assessment and Evaluation Beds

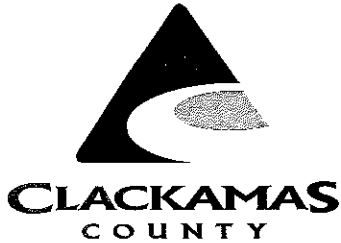
IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Granting a Permanent Right-of-Way Easement for Road Purposes, and a Temporary Construction Easement to Clackamas County Department of Transportation and Development for the 122nd Ave. Sidewalk Improvement Project at the Justice Property

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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. www.clackamas.us/bcc/business.html



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

January 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Request For An Exemption And Authorization To Use The Request For Proposals Method
for the Repair or Replacement of the Clackamas River Water District Water Line on the
Clackamas River at Springwater Road Bridge Project**

In order to use the Request for Proposals method to solicit for Public Improvement projects the Board of County Commissioners must approve, acting as the Local Contract Review Board, Findings of Fact that justify the granting of an exemption from the requirement of public contract rules and regulations which require competitively bidding the project.

The Local Contract Review Board Rule C049-0620 and ORS 279C.335 require the following process for exemptions of this nature.

Before final adoption of the findings exempting a contract for a public improvement from the requirement of competitive bidding, a public agency shall hold a public hearing. Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of 14 days prior to the hearing.

The notice shall state that the public hearing is for the purpose of taking comments on the agency's draft findings for an exemption from the competitive bidding requirement. At the time of the notice, copies of the draft findings shall be made available to the public. At the option of the public agency the notice may describe the process by which the findings are finally adopted and may indicate the opportunity for public comment.

At the public hearing the agency shall offer an opportunity for any interested party to appear and present comment.

To meet these requirements this draft of the finding is being presented to the Board for the exemption from the competitive bidding requirement.

The Purchasing Manager caused an advertisement to be placed in the Daily Journal of Commerce on January 13, 2016 notifying interested parties of the draft findings. The advertisement states that the draft findings are available at the Office of the Purchasing Manager and that a Public Hearing will be held on January 28, 2016. This meeting will be the last opportunity for receiving comments. If no comments are received that result in a revision of the draft findings the Board of Commissioners may, at its discretion, adopt these draft findings as the final findings for the exemption at the public hearing.

PROPOSED FINDINGS:

A. Nature of the Project:

In 2011, the County issued a Request for Proposals to replace the Clackamas River Bridge at Carver. As a result of that process, the County contracted with a contractor to replace the bridge. Part of the project included the construction of an 18-inch water line suspended from the bridge. The water line upon satisfactory completion will be the property of the Clackamas River Water District.

As of 2014, the majority of the bridge was completed. A few paving and finishing tasks remain unfinished. The primary delay is attributed to the inability of the water line to hold adequate pressure. The County directed the contractor to complete the contract and finish the project. The contractor claimed that the project could not be completed as designed.

The County retained an independent engineering analysis to review the design and plans. The contractor, likewise, sought a separate opinion and based on that opinion has declined to complete the project.

In consultation with its project design team and independent engineers, the County seeks to retain the services of a qualified pipeline contractor to repair and/or replace the existing water line with materials and specifications as set forth in the initial RFP issued in 2011. Additionally, the contractor will complete the reconstruction and paving of the bridge approaches, once the water line is installed, and complete any remaining finishing work.

The water line repair may involve removing and replacing the mechanical joint fasteners and other related structural enhancements. If repairs are not viable and it is determined that replacement is required, replacement will involve the removal of existing pipeline and mechanical joints, and replacement with previously specified materials.

The Request for Proposal process will allow the County to consider elements in addition to cost of the project to determine the most advantageous offer. These elements will include qualifications, experience with similar projects, project understanding and approach including a detailed project schedule, construction methods and sequencing and references. Each of these elements will be assigned a weighted value to be assigned to the proposals by an evaluation committee to determine the highest rated proposer.

B. Estimated Cost of the Project:

The current budget for the project is \$1,000,000 for construction services.

C. Narrative Description of Anticipated Cost Savings from Exemption to use the Request for Proposals for the Repair or Replacement of the Clackamas River Water District Water Line on the Clackamas River at Springwater Road Bridge Project

A number of factors make this project unique and present an opportunity for cost savings from the use of the Request for Proposal process

1. This project is complex owing to the continuing operation of the bridge facility during the project and the fact that the water line is in place and located underneath the new bridge deck.
2. The selection of construction methods and sequencing will benefit significantly by involving a specialized contracting entity able to repair or replace the existing water line.
3. The experience of the proposed contractors can be evaluated as a part of the selection process, thereby minimizing the chance of change orders which raise the cost of the project.

D. Proposed Alternative Contracting and Purchasing Practices:

1. The County desires to select the vendor using the following competitive process:
 - a. Publicly advertise a Request for Proposal to contractors.
 - b. The contractor will be selected through an evaluation process that will consider the project understanding and approach, qualifications, construction team experience, references and the price proposal.

Project Understanding and Approach

- A brief understanding of the project.
- A positive commitment to complete the project within the time period specified and under the terms of the RFP.
- Assist with the administrative coordination, scheduling, as per specifications provided in the RFP. The specifications outline the performance requirements.
- Provide a critical timeline schedule for completion of the project.

Qualifications

- Provide a brief description of the firm's history and its capabilities.
- Provide the status of current work within the firm, in time and magnitude.
- Provide Bonding Capacities for:
 - a. Public Works Bond
 - b. Performance Bond
 - c. Payment Bond

- Provide insurances limits for general liability, additional commercial general, automotive, pollution and worker compensation.
- Construction Contractors Board registration and classification of license

Experience

- Detail the firms experience in with similar to the proposed project.
- Provide a discussion of the Key Personnel
 - Owner
 - Project Manager
 - Site Supervisor
 - Site Foreman
 - Expected sub-contractors

References

The Contractor must provide a list of references that are similar in size and scope of the services, where the Contractor has provided the requested construction services. The reference list shall include the agency name, address, telephone number and contact name. A survey of these references may be made to determine the success and satisfaction with the contractor's service. Each reference contacted will be asked the same questions regarding products and services, including but not limited to;

- how well the contractor met the terms of the contract
- whether the reference would choose to use the services of the contractor again

Financial

- Provide a total cost of the completed project.

Selection

- c. The submitted proposals will be reviewed and scored by the Selection Committee. Points will be awarded based on the relative merit of the information provided in response to the solicitation. The highest rated response in each area will be given the highest number of points. The County may ask proposers to make oral presentations to discuss and clarify the submitted proposal.
- d. The Selection Committee will provide a recommendation to the Board of Commissioners for their consideration.

E. Statutory Tests

1. Background:

ORS 279C.335 requires that the Local Contract Review Board make certain findings as a part of authorizing the use of an Alternative Contracting Method. Clackamas County desires to use a Request for Proposals solicitation method to select a contractor for this project. The Clackamas County Request for Proposals approach has been designed to fully comply with the tests of Oregon Public Contracts Statute ORS 279C.335 for alternative contracting methods:

- a. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and,
- b. The awarding of public improvement contract under the exemption will result in a substantial cost savings to the contracting agency or the public.

2. Test:

a. Maximizing Competition:

The County will employ a competitive Request for Proposals process for selecting the vendor, where the cost of project (along with other factors) is one element of the selection criteria.

b. Minimizing Favoritism:

The Request for Proposals will be publicly advertised in the trade publication of greatest circulation in the area.

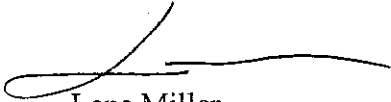
c. Substantial Cost Savings:

It is anticipated that the process of evaluating potential contractors experience with similar projects and soliciting cost proposals from those contractors will minimize the County's exposure to changes in cost.

Additionally, the RFP process provides that the contract will be awarded as soon as practicable to the responsible proposer whose proposal is determined to be the most advantageous to the County which will maximize cost savings. The project will be able to be completed more rapidly thereby minimizing the impact to the traveling public on the bridge and to the Clackamas River Water District.

RECOMMENDATION: Staff respectfully recommends that the Board, acting as the Local Contract Review Board, considers the comments received from the public on the proposed findings and direct staff to revise the findings, if necessary. If no revisions are to be made, staff recommends that the Board adopt the findings and grant the requested exemption.

Respectfully submitted,



Lane Miller,
Purchasing Manager

As set forth above, the Board of County Commissioners, acting as the Local Contract Review Board, by their signature below approves the Findings and Exemption.

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS by

Chair

Recording Secretary

Date

APPROVED AS TO FORM



County Counsel

1/20/16

Date

January 28, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the
Primary Care Incentive Payment Model (PCPM) Incentive Program

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) an incentive bonus for reporting on select Coordinated Care Organization (CCO) measures and Medicare metrics.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	CareOregon
Duration	Effective October 1, 2015 and terminates on September 30, 2016
Previous Board Action	The Board previously approved agreements on January 23, 2014 – Agenda item 012314-A3 and November 26, 2014 Agenda item 112614-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7474

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program.

CareOregon offers an incentive bonus to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Services Agreement with CareOregon. This contract has been reviewed by County Counsel on December 16, 2015.

This contract is effective October 1, 2015 and continues through September 30, 2016. The agreement is retro-active due to late receipt of funding approval by the State.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CareOregon, Inc.

Letter of Agreement

Primary Care Payment Model

CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing, and Human Services Department, Health Center Division (Provider) hereby agree to the following terms and conditions:

Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Letter of Agreement is distinct and separate from the Primary Care Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Primary Care Services Agreement remains in place and is effective between CareOregon and Provider.
- C. This Letter of Agreement shall be applicable only so long as Provider is recognized by the state of Oregon as a Patient Centered Primary Care Home (PCPCH).
- D. Both entities acknowledge that this is a pilot program that will be reviewed periodically.
- E. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this Letter of Agreement will be re-evaluated.
- F. This Letter of Agreement shall be applicable for the time period between October 1, 2015 and September 30, 2016.
- F.G. [The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.](#)

Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

For the time period between October 1, 2015 and September 30, 2016, Provider shall be eligible for a quality bonus based on the quality outcomes measures described in the CareOregon Patient and Population Centered Primary Care Payment Model (described in Attachment A).

Under this payment model, Provider is eligible for a risk adjusted PMPM depending on Level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM	Risk Adjusted PMPM
	Gladstone	Beavercreek, Sandy, Sunnyside
Level 1	\$4.00	\$4.54
Level 2	\$7.32	\$9.08
Level 3	\$11.00	\$13.62

Participating Clinics:

Beavercreek Clinic
Gladstone Clinic

Sandy Health & Wellness
Sunnyside Health & Wellness

Terms:

- Payment will be made monthly based on the members assigned to the Provider as of the fifth (5th) of the month.
- Payment level is based on prior 6 months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every 6 months.
- All new participating providers will begin the first six months at Level 1.
- Measurement data is due April 30th for October – March and October 31st for April to September.
- Payment is determined by CareOregon’s Patient and Population Centered Primary Care Home Payment Model.
- Risk Adjustments are based on September 2015 calculation by CareOregon.
- This agreement is renewable on an annual basis at the discretion of CareOregon.
- Quality data reports are required to be submitted at agreed upon deadlines. Increased quality payment is contingent on quality data being submitted by deadline.

Confidentiality:

This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

Agreed to on behalf of Clackamas County:

Agreed to on behalf of CareOregon, Inc.:

By: _____

By: _____

Name: Richard Swift

Name: Scott Clement

Title: Director, Health Housing and Human Services

Title: Chief Network Officer

Date: _____

Date: _____

Attachment A

CareOregon 2015 – 2016 Primary Care Incentive Payment Model

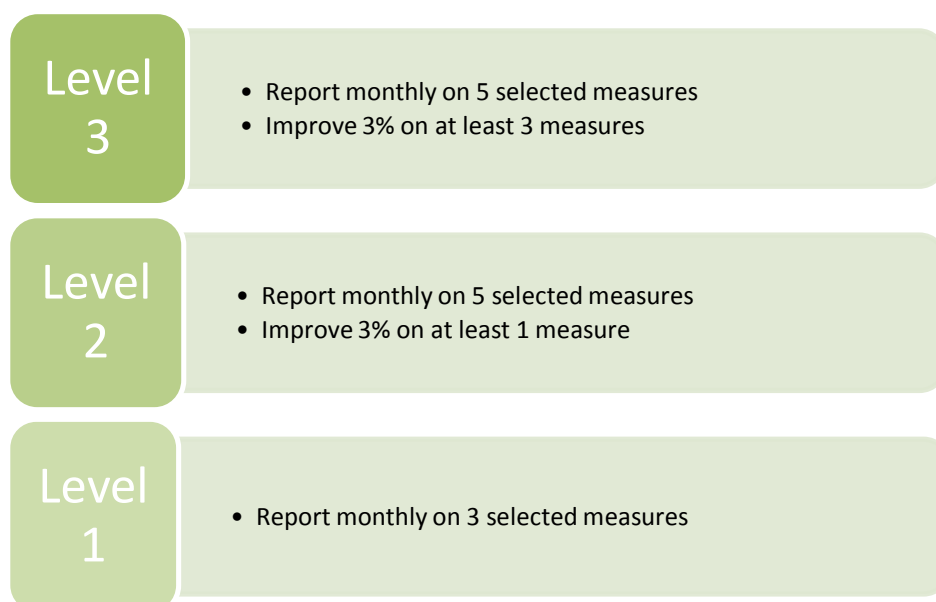


General Information

Eligibility

All clinics that are assigned CareOregon members and are certified at any Tier in Oregon PCPCH Program.

Model



In general, the Levels will be paid at the following levels (**these will be risk-adjusted by clinic**):

- Level 1: \$4 pmpm
- Level 2: \$8 pmpm
- Level 3: \$12 pmpm

There are three components to the model:

Report and Improve Clinical and Operational Performance. Clinics will select 5 measures from the menu to report on **every month from their data, for their entire population**, for the year. **At least three measures must be CCO incentive metrics.** Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all clinics will be Level 1 and will have the opportunity to qualify for a higher level at the second data submission. Metrics will be re-evaluated every 6 months and clinics will go up or down levels based on current performance.*

Participate in Patient Attribution Improvement Project. Clinics will also receive reports on the % of their assigned membership that have had contact with the clinic along with rosters of assigned members.

Simple Budget Reporting. Report on allocation of pmpm dollars to support improvement work at practice site.

Measure Menu

In order to support the ongoing work of the CCO and Medicare, at least 3 measures chosen must be one of the preferential measures (listed in orange) that applies to the clinics patient population.

There is an opportunity to select one of the 5 measures that is outside the list of measures below for practices that have a compelling reason to include them based on patient population and clinic priorities. Practices will be asked to submit documentation on the requested measure, evidence for selected the measure, and specifications that will be used.

Stretch targets apply to clinics working on the preferential metrics. If clinics meet or exceed the stretch target percentage at the end of a six month reporting period, clinics will receive one credit towards the next period's payment level increase. Clinics baseline (1st month of reporting in a period) must start below the stretch target to be eligible to receive credit towards next period's level increase.

Monthly reporting period on selected measures will start October 2015.

	Measure Description	Stretch Target	Measure Choice
Choose at least 3	Adolescent Well Care Visits	60%	X
	Adult BMI assessment	91%	
	Blood pressure control, HTN pts	70%	
	Breast Cancer screening	81%	
	Colorectal Cancer Screening	55%	X
	Developmental screening	55%	X
	Diabetes: Blood Pressure Management (% BP < 140/90)	75%	
	Diabetes: Eye Exam	77%	
	Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	14%	
	Diabetes: LDL Management and Control (% LDL < 100)	62%	
	Diabetes: Nephropathy Testing	94%	
	Effective use of contraception	37%	
	Eligible population with a flu shot	81%	
	SBIRT screening and intervention/treatment (can be 18+ or 12+)	15%	
	Medication Review among patients 66+	87%	
	% patients with ED visits receiving a follow up call	90%	
	Prenatal care in first trimester	90%	
	Screening for Depression and Follow up Plan	50%	
Menu	Advanced care planning among patients 65+		
	Alcohol and Other Drug Dependence Treatment (initiation)		
	Cervical cancer screening		
	Childhood BMI assessment & nutrition/exercise counseling		

Measure Description	Stretch Target	Measure Choice
Childhood immunization rate		
Well-Child visits in the First 15 months of life (5+)		
Follow up Care for Children prescribed ADHD medication		
Immunization for Adolescents		
Patients assigned vs. Seen <i>(CareOregon Members assigned vs those that have been seen in clinic)</i>		X
Use of appropriate asthma meds		
Telephone call abandonment rate		X
Tobacco use & cessation intervention		
Other: please describe		

Specification Links for use if needed. Clinics can adapt specifications to meet their specific clinical population and to align with other like-metrics:

CCO Incentive Metrics: <http://www.oregon.gov/oha/Pages/CCO-Baseline-Data.aspx>

NQF: <http://www.qualityforum.org/QPS/QPSTool.aspx>

HEDIS: <http://www.ncqa.org/HEDISQualityMeasurement/HEDISMeasures/HEDIS2014.aspx>

Bonus Metrics:

Bonus Metrics are measured throughout the year from July 2015 – December 2015 and January 2016 – June 2016. Improvement is calculated as an average between these two reporting periods. The average of the two values will be evaluated at the end of the reporting year. Any clinic that improves these metrics 3% over the year will increase 1 (one) Level for the subsequent reporting period. There is no risk of decreasing payment levels for this metric.

Please select one Bonus Metric:

Metric #	Bonus Metric Description
1	Total Per Member Per Month Cost
2	ED Visits for Any Cause/1000 members X
3	Any Cause Hospital Admissions/1000 members

January 28, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment 2 of the Intergovernmental Agreement with Oregon Department of Human Services for Strengthening, Preserving, Reunifying Families and In-home Safety and Reunification Services

Purpose/Outcomes	This amendment changes the contract amount, statement of work, and payment and financial reporting provisions for the Strengthening, Preserving, Reunifying Families (SPRF) and In-home Safety and Reunification Services (ISRS)
Dollar Amount and Fiscal Impact	\$1,825,336.06 (increase of \$1,137,775.56) None to County. No County General Fund Dollars involved and no match required.
Funding Source	Oregon Department of Human Services
Duration	Effective December 9, 2015 and terminates on June 30, 2017
Previous Board Action	071615-A4
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook Director 503-650-5677
Contract No.	CYF 7294

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of Amendment 2 to the IGA with Oregon Department of Human Services. Increased funding will add In-home Safety and Reunification Services and Family Strengths Needs Assessment to the Strengthening, Preserving, and Reunifying Families agreement through June 30, 2017.

No County General funds are involved in this contract. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services



Agreement Number 149188

**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 2 to Agreement Number 149188 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Children Youth & Family Division
2051 Kaen Road
Oregon City, Oregon 97045
503-650-5677
Fax: 503-650-5674
rodcoo@co.clackamas.or.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall become effective on the date this Amendment is approved by the Department of Justice, regardless of the date it is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. Section 3.a. **Consideration** to change the maximum not-to-exceed compensation from "\$687,560.50" to "\$1,825,336.06."
 - b. Exhibit A, Part 1, "**Statement of Work**," is hereby superseded and restated in its entirety, as set forth in Exhibit A, Part 1, "**Statement of Work**," attached hereto and incorporated herein by this reference.
 - c. Exhibit A, Part 2, "**Payment and Financial Reporting**," Section 1, "Payment Provisions," sub-section a. only as follows; language to be deleted or replaced is [~~bracketed and struck through~~]; **new language is bold and underlined:**

1. Payment Provisions:

- a. As consideration for the services provided by the County during the period specified in Section 1. Effective Date and Duration, DHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3. Consideration, to be paid as follows:

DHS will make payments to the County at the following rates:

- 1) For Navigator Services at the rate of \$544.04 [~~per served Client Family~~] per referral; **beginning December 9, 2015, Navigator will be paid at the rate of \$87.00 per hour.**
- 2) For Front End Intervention Services the rate of \$6,878.33 per month;
- 3) Parent Education & Coach at the rate of \$497.19 [~~per Client Family~~] per referral[~~; and~~]; **beginning December 9, 2015, Parent Education & Coach will be paid at the rate of \$62.11 per hour.**
- 4) For Sexual Assault Resource Center (SARC) Training at \$7,000.00 as a one-time payment.

Beginning December 9, 2015, DHS will make payments to the County at the following rates:

- 5) **Family Strengths and Needs Assessment will be paid at the rate of \$55.00 per hour.**
- 6) **In-Home Safety and Reunification (ISRS) will be paid at the rate of \$57,129.86 per month; and**
- 7) **Flexible Funds: County will administer support funds up to \$400.00 per Client Family for each ISRS program and each SPRF program.**
 - A) **Appropriate expenses include: housing, rent support, utilities or home repairs related to safety, transportation, minor care repairs, essential furnishings, sheets and bedding, clothing and diapers, baby gates, child safety seats, emergency food or other items deemed**

necessary for the minimum safety and well-being of the Client Family; and

B) County may request reimbursement of other expenses which must be prior approved by a DHS Program Manager.

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) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) 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;
 - (3) 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>;
 - (4) 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
 - (5) 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 is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, 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. Signatures.

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

Clackamas County

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:

Jeffrey Wahl	December 9, 2015
Senior Assistant Attorney General	Date

Office of Contracts and Procurement:

Lyndell Troxell	Date
-----------------	------



ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

January 28, 2016

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Amendment No. 3 with Multnomah County
To Increase the Capacity of the Assessment and Evaluation Beds**

Purpose/ Outcomes	This Amendment doubles the allocation of assessment and evaluation beds Clackamas County purchases from Multnomah County.
Dollar Amount and Fiscal Impact	The maximum contract value is \$131,355
Funding Source	Title IV Funds
Duration	Effective through June 30, 2016
Previous Board Action	Agenda E. 1. On September 11, 2014 approving the initial IGA; Agenda E1 on June 18, 2015 renewing the IGA for FY 15-16 (Amendment No. 1); Agenda D2 on October 1, 2015 approving the increase in the daily bed rate (Amendment No 2);
Strategic Plan Alignment	This aligns with the County's strategic plan to "ensure safe, healthy and secure communities" by providing a secure environment for assessment and evaluation of youth involved within the juvenile justice system.
Contact Person	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
Contract No.	N/A

BACKGROUND:

The initial Intergovernmental Agreement was entered into with Multnomah County on September 11, 2014. Subsequently we entered into two Amendments as follows: 1) to renew the IGA for FY 15-16 (Amendment No 1) and 2) increasing the daily bed rate (Amendment No. 2). Attached is Amendment No. 3 to the Intergovernmental Agreement between Clackamas and Multnomah County to increase the capacity of the beds in their Assessment and Evaluation Program from 7 youth to 14 youth. The increase in this contract is funded by Title IV revenue the Juvenile Department is receiving.

RECOMMENDATION:

Staff recommends the Board approval of Amendment No. 3 to the Intergovernmental Agreement for the purchase of additional beds in Multnomah County's Assessment and Evaluation Program. This provides up to 14 youth with mental health needs with 45-90 days of secure shelter while receiving mental health evaluation and recommendations for services.

Respectfully submitted,



Ellen Crawford, Director
Juvenile Department

For more information on this issue or copies of attachments
contact Crystal Wright, ext 7112

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 3
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 3

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in ***bold italics*** is being added.)

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$145.58 per bed day, up to a maximum of ~~\$87,570~~ ***\$131,355***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of \$131,355 shall be divided as follows:
September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR: BOARD OF COUNTY COMMISSIONERS
CLACKAMAS COUNTY

County Chair or Designee: Jay M. Ryan Sr Scott Taylor
Date: 01/17/16

Signature: _____
Chair

Dept Director or Designee: _____
Date: _____

Date: _____
Recording Secretary

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By _____
Assistant County Attorney
Date: _____

Approved as to form by: Jmm
Date: 1/13/16

AGREEMENTS/CONTRACTS

11p

	New Agreement/Contract
X	Amendment/Change Order Original

ORIGINATING COUNTY
DEPARTMENT:

Juvenile Department

OTHER PARTY TO
CONTRACT/AGREEMENT:

Multnomah County

BOARD AGENDA ITEM
NUMBER:

D.2. 10-1-15

PURPOSE OF
CONTRACT/AGREEMENT:

increase capacity at Multnomah County Assessment
and Evaluation beds to serve up to 14 youth

RETURN TO JUVENILE

THANKS!

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2015-1380

10/07/2015 10:28:09 AM

TA

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 2
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 2

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in *bold italics* is being added.)

C. Article III - CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$137.53~~ ***\$145.58*** per bed day, up to a maximum of ~~\$43,785~~ ***\$87,570***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

John Ludlow for Scott Taylor

Date:

09/15/15

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

n/a

Date:

CONTRACTOR:

Signature:

John Ludlow

Print Name:

John Ludlow, Chair

Signature

Mary Raetke
Recording Secretary

Date:

10-1-15 D.2

Approved as to form
by:

email by Kim Ybarra

Date:

9/15/2015

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in *bold italics* is being added.)

A. ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ *June 30, 2016*.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Deborah Kaboery / JMM
Elizabeth Taylor

Date:

6/4/15

Dept Director or Designee:

Date:

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

n/a

Date:

CLACKAMAS COUNTY, OREGON:

Signature:

John Ludlow

Print Name:

John Ludlow, Chair

Signature

Mary Racthke
Recording Secretary

Date

10-13-15 E.1

Approved as to form
by:

JMM

Date:

9/18/15

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original

**ORIGINATING COUNTY
DEPARTMENT:**

Juvenile Department

**OTHER PARTY TO
CONTRACT/AGREEMENT:
BOARD AGENDA ITEM
NUMBER:**

Multnomah County

E.1 9-11-14

**PURPOSE OF
CONTRACT/AGREEMENT:**

**purchase A&E (assessment and evaluation) beds from
Multnomah county to provide stabilizing for high risk
youth which will provide information to see more
appropriate resources and services for said youth**

RETURN TO JUVENILE

THANKS!

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2014-1312

09/17/2014 10:12:04 AM

TA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
MULTNOMAH COUNTY

This Agreement is entered into between Clackamas County, a political subdivision of the State of Oregon, on behalf of its Juvenile Department hereinafter referred to as COUNTY and Multnomah County, on behalf of its Juvenile Services Division of the Department of Community Justice, hereinafter referred to as MULTNOMAH.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform;

WHEREAS COUNTY desires MULTNOMAH'S services on the project entitled "A&E beds", in accordance with the SCOPE OF WORK attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SCOPE OF WORK

MULTNOMAH agrees to perform for COUNTY the services described in Exhibit A hereto, which incorporated herein by reference.

ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is June 30, 2015.

ARTICLE III - CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of \$137.53 per bed day, up to a maximum of \$43,785. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

Payment shall be made according to the following schedule:

MULTNOMAH will submit an invoice for the previous month's services within 30 days of the end of the month. Invoice shall include a roster of youth including intake and exit dates.

Invoices for work shall be submitted to COUNTY:

Crystal Wright
Administrative Services Manager
Clackamas County Juvenile Dept
2121 Kaen Road
Oregon City OR 97045
503-655-8342 ext 7112
FAX: 503-655-8448

Payment shall be sent to MULTNOMAH:

Attn: Business Services
Multnomah County Department of Community Justice
501 SE Hawthorne Blvd., Suite 250
Portland OR 97214
Phone: 503-988-3701

ARTICLE IV - NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered to the following addressee:

If to COUNTY:

Ellen Crawford
Department Director
Clackamas County Juvenile Dept.
2121 Kaen Rd.
Oregon City, OR. 97045

If to MULTNOMAH:

Christina McMahon
Division Director
Multnomah County Juvenile Services Division
Department of Community Justice
1401 NE 68th Ave
Portland, OR 97213

ARTICLE V - PERFORMANCE / REPORTING REQUIREMENT

MULTNOMAH is responsible for the performance of work and will provide progress reports of findings, if any, as stated in Exhibit A, SCOPE OF WORK. MULTNOMAH shall maintain fiscal records pertinent to this Agreement for at least three (3) years following completion of work under this Agreement. MULTNOMAH shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, MULTNOMAH shall maintain all other records pertinent to this Agreement in such a manner as to clearly document MULTNOMAH performance hereunder.

ARTICLE VI - CONFIDENTIALITY

Subject to the limitations and conditions of the Oregon Public Records law, MULTNOMAH agrees to keep confidential any COUNTY proprietary information that COUNTY designates as such and supplies to MULTNOMAH during the course of research performed under this Agreement. Such information

will not be included in any published material without prior approval by COUNTY. MULTNOMAH agrees to provide any proposed publication to COUNTY thirty (30) days prior to submission, to review for the inclusion of COUNTY-owned confidential information, and to determine whether patentable inventions or discoveries are disclosed therein.

MULTNOMAH understands that COUNTY client information collected under this Agreement is confidential and the use or disclosure of such information, when not directly connected with the administration of MULTNOMAH's responsibilities with respect to research performed under this Agreement, is prohibited unless consent is obtained from COUNTY's client and, in the case of a minor, that of a responsible parent/guardian.

ARTICLE VIII - GENERAL CONDITIONS

Insurance. The parties understand that each is self-insured with respect to tort liability and each subject to the Oregon Tort Claims Act, ORS 30.260 - 30.300. Each party agrees to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

Indemnification. MULTNOMAH agrees to hold and save harmless COUNTY, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of MULTNOMAH, its officers or agents. MULTNOMAH shall not be required to indemnify or defend COUNTY for any liability arising out of the acts or negligence of employees or agents of COUNTY. COUNTY agrees to defend and hold harmless MULTNOMAH, its officers, commissioners, employees and agents from and against any third-party liability which may arise under this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260 through ORS 30.300) to the extent of liabilities arising out of the acts of COUNTY, its officers or agents.

ARTICLE IX - COMPLIANCE WITH LAWS

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall occur, if in the State courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

ARTICLE X - ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due during this Agreement, without the prior written approval of the other party.

ARTICLE XIII - TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Payment to MULTNOMAH shall be prorated to and include the day of termination

ARTICLE XV - 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 there for. Any provisions herein that would conflict with law are deemed inoperative to that extent.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

MULTNOMAH COUNTY

By Deborah Kelsey / Jane Scott Taylor

Date: 8/22/14

CLACKAMAS COUNTY

By John Ludlow
Chair, John Ludlow

Date: 9-11-14 E.I.

Mary Raetke
Recording Secretary Date 9-11-14

Exhibit "A"
Scope of Work
Assessment and Evaluation Program

The Program Description:

The Assessment and Evaluation program will be a voluntary program for male and female youth, ages 13-17, who require a staff secured, out of home placement for assessment/evaluation, stabilization and transition planning. The average length of stay is estimated to be 45 days, but youth may be enrolled for up to 90 days based on individual needs. Participants will receive a comprehensive Global Appraisal of Individual Needs (GAIN) tool, as well as a service plan that will be developed by the Mental Health Consultant, parent (guardian) and the youth. The service plan will reflect how the program will address the youth's issues, describe anticipated outcomes, and will be reviewed and approved by the youth and the parent/guardian. Additional assessments (alcohol and drug, psychological, psychiatric, psychosexual) may be provided as indicated. Services will also include individual and group counseling in a culturally responsive environment, skill building, family counseling and parent training.

Programming services included:

Individual and family counseling
Daily goal setting and review
Aggression Replacement Training skill development
Emotional regulation skills
Thinking errors and pro-social thinking
Basic life skills
Year round on-site school provided by Multnomah Education Service District
Case management and collaboration with Juvenile Counselors
Recreational and cultural activities
Community service
Outings and field trips
Parent training
Psychological and psychiatric consultation
Medical and medication management
Mentorship
Women's Health (girls only)
Trauma Group

Eligibility:

Male and female youth 13 to 17 year of age
Client is under the supervision of Clackamas County Juvenile Department
Client is unable to be appropriately serviced in the community-based program
Client is medically, cognitively, and psychiatrically able to participate

Referral:

The Juvenile Counselors will make referrals to the program through the Treatment Expeditor, to be identified by Multnomah County Department of Community Justice.

Screening:

The Treatment Expeditor will screen youth who are referred.

**Youth who represent imminent risk to self or others may be considered inappropriate

Information required at the screening:

Social history

Legal history

Family history

Educational history

Psychiatric and/or psychological concerns

Suicidal history

Probation case plan

Pending court dates

Medication history

Other pertinent information that may provide a better understanding of the client's needs.

Curriculum

6 service hours are required per week

Cognitive Group – Evidence-based curriculum that targets criminal thinking errors.

Mindfulness skills – Evidence-based curriculum that teaches emotional regulation skills.

Aggression Replacement Therapy (ART) – Evidence-based curriculum which uses role playing to teach youth different pro-social skills.

Life Skills – Teaches basic life skills (hygiene, cooking, STD prevention, etc.)

Goal Setting and Day Review – Youth will identify one goal in each of the three areas: behavior, accomplish and skill practice. At the end of the day they will review their goals and rate themselves on how they did.

Alcohol and Other Drugs (AOD) Education – Teaches the effects of AOD on the mind and body

Truthought – Teaches problem solving and decision making.

Program Summary:

The program will be designed to serve youth who have a history of failing community programs, not in school, run histories, or family issues which keeps youth from returning home. The program will be staffed with two (2) licensed mental health professionals and one (1) Multnomah Juvenile Counselor in addition to nine (9) Custody Services Specialists. The program will incorporate trauma-informed practices and will provide individual case management, parenting skills training (as needed), on-site schooling, on-site psychiatric services, comprehensive mental health and AOD evaluations, and behavioral skills training as youth prepare to transition into a treatment program or into the community. The program will provide a staff secure placement for youth exhibiting a myriad of behavioral and treatment issues and will quickly assess their needs. Additionally, the

program will enhance the current service array for Latino youth by providing family therapy and transition planning through bilingual staff with 7 day per week coverage. Community agencies will be included in the service delivery as appropriate to be responsive in meeting the individual needs of each youth.

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 1
(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 1

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2015 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with ~~strikethrough~~ is being deleted; wording in *bold italics* is being added.)

A. ARTICLE II - AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2015~~ *June 30, 2016*.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: Deborah Kafoery / JMC President Taylor
Date: 6/4/15

Dept Director or Designee: _____
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a
Date: _____

CLACKAMAS COUNTY, OREGON:

Signature: [Signature]
Print Name: John Ludlow, Chair

Signature: [Signature]
Recording Secretary

Date: 12-13-15 E.1

Approved as to form by: [Signature]
Date: 9/18/15



January 28, 2015

The Board of Commissioners acting as the Governing Body
of the North Clackamas Parks and Recreation District
Clackamas County

Members of the Board:

Granting of a Permanent Right of Way Easement for Road Purposes, and a Temporary
Construction Easement to Clackamas County Department of Transportation and
Development for the 122nd Avenue Sidewalk Improvement Project
at the Justice Property

Purpose/Outcomes	Granting Easements to DTD for sidewalks on the Justice Property.
Dollar Amount and Fiscal Impact	\$900.00
Funding Source	Clackamas County DTD
Duration	One Permanent Easement, and a One-Year Temporary Construction Easement
Previous Board Action	None
Strategic Plan Alignment	Build a Strong Infrastructure
Contact Person	Katie Dunham, Senior Planner, 503-742-4358

BACKGROUND:

Clackamas County Department of Transportation and Development (DTD) is preparing construction of the SE 122nd and 132nd Avenue Sidewalk Connections Project. The project consists of completing missing sidewalk segments on the west sides of SE 122nd and SE 132nd Avenues between SE Sunnyside Road and SE Summers Lane, to benefit the traveling public and high pedestrian traffic due to local schools and businesses. Improvements to this right-of-way are an important element of the Mount Scott / Scouters Mountain Trail Loop Master Plan, which NCPRD was a partner in developing, and identifies a 37.5-mile trail offering a route for alternative transportation that will link the Springwater Corridor with the Sunrise Corridor and the Clackamas River, connecting a number of NCPRD parks.

DTD has requested that NCPRD grant a permanent 1,252 square foot Right-of-Way Easement and a 1,719 square foot Temporary Construction Easement over tax lot No.22E03DA00200, an undeveloped neighborhood park property owned by NCPRD and referred to as the "Justice Property". The easements grant DTD the ability to build a sidewalk and bike lane along the SE 122nd Avenue property frontage. The easements are described in Exhibit A and B, Legal Description and Survey. Placement of the sidewalk and driveway in the undeveloped park will not restrict use of the remaining land for future park improvements. DTD is paying NCPRD \$900.00 for the easements.

This value is based on current market values for undeveloped open space and replacement of improvements on the site.

County Counsel has reviewed and approved the proposed draft easements.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the attached letter of agreement, permanent right-of-way easement and temporary construction easement. The easements will be recorded by DTD.

Respectfully submitted,

Gary Barth, Director
North Clackamas Parks and Recreation District



M. BARBARA CARTMILL
DIRECTOR

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

September 16, 2015

File No: 7716-007

North Clackamas Parks & Recreation District
Attn: Katie Dunham, CPRP, Senior Planner
150 Beaver Creek Rd
Oregon City, OR 97045

Subject: Letter of Agreement for Easements at Tax Lot 22E03DA 00200 for the SE 122nd Ave & SE 132nd Ave Sidewalk Connections Project

Ms. Dunham,

As a part of the SE 122nd Ave & SE 132nd Ave Sidewalk Connections Project, Clackamas County plans to construct missing sidewalk segments on the west sides of SE 122nd Avenue and SE 132nd Avenue between SE Sunnyside Road and SE Summers Lane, including ADA ramp additions/upgrades to benefit the traveling public and high pedestrian traffic due to local schools and businesses. In order to perform the work, the County will need to obtain a Permanent Right of Way Easement for Road Purposes and a Temporary Construction Easement on NCPRD's property, as described and shown on Exhibits "A" and "B" of the attached easements.

In exchange for granting the Easements; and subject to final approval by the Director of the Department of Transportation and Development (DTD), the County and Owner agree to the following:

1. The County will compensate the Owner the sum of ONE HUNDRED FIFTY DOLLARS and 24/100 (\$150.24) for the Permanent Right of Way Easement for Road Purposes (Tract 1).
2. The County will compensate the Owner the sum of TWENTY DOLLARS and 63/100 (\$20.63) for the Temporary Construction Easement (Tract 2).
3. The County will compensate the Owner the sum of SIX HUNDRED NINETY SEVEN DOLLARS and 84/100 (\$697.84) as payment for removal of existing improvements, including 2 arborvitae, 1200 s.f. of lawn and 52 s.f. of gravel within the right of way easement area; all as detailed in the valuation report.
4. The County will clean up all construction debris at the conclusion of the project.
5. To comply with the terms and conditions of this Letter of Agreement, which is the entire, final and complete agreement between the Owner and the County pertaining to the acquisition of the easements, and supersedes and replaces all written and oral agreements heretofore made.

The total compensation for the above property rights is **Nine Hundred Dollars and No/100 (\$900.00)**, rounded up from \$868.71. Payment will be made 60 days from the date of approval and acceptance by the Clackamas County Director of DTD. No other compensation shall be sought or offered.

Thank you,



Kelly Atkinson as Agent on behalf of Clackamas County
Right of Way Agent with ODOT

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By _____

Name _____

Title _____

Date _____

Attest: Recording Secretary _____

Date _____

Approved as to form _____

By _____

Joel Howie (County Project Manager)

Date _____

Grantor: North Clackamas Parks and Recreation District Address: 150 Beaver creek Rd Oregon City, OR 97045	State of Oregon
Grantee: Clackamas County 150 Beaver creek Rd. Oregon City, OR 97045	
After Recording Return to: Clackamas County Engineering 150 Beaver creek Rd. Oregon City, OR 97045	
Until a change is requested, all taxes shall be sent to: No Change	Accepted by Clackamas County by Act of the Road Official Acceptance Date: _____
Road Name: <u>SE 122nd Avenue</u> Right-of-Way File No. 7716-007	Authorized by Clackamas County Ordinance No. 02-2009 Project: SE 122 nd Ave & SE 132 nd Ave Sidewalk Connections

PERMANENT RIGHT OF WAY EASEMENT FOR ROAD PURPOSES
(Corporate or Non Profit Grantor)

For value received, North Clackamas Parks and Recreation District, (Grantor), hereby grants, bargains, sells and conveys to Clackamas County, (Grantee), a political subdivision of the State of Oregon, its heirs, successors and assigns, a permanent easement dedicated to the public for road and right of way purposes, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A tract of fee land located in the SE 1/4 of Section 3, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on September 15, 1993, as Document No. 93 66697 in the Deed Records of Clackamas County, Oregon.

The Permanent Right of Way Easement for Road Purposes is more particularly described as follows: A strip of land as described and depicted in Exhibits "A" and "B" attached hereto and by this reference made a part hereof (the Easement Area).

The true consideration for this conveyance is ONE HUNDRED FIFTY DOLLARS and 24/100 (\$150.24).

Grantee's rights include, but are not limited to, Grantee's right to enter upon the Easement Area for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described Easement Area.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs or trees that may be placed within the Easement Area in the future, and which interferes with Grantee's use of the Easement Area for the purposes described in this document.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the property which is free from all encumbrances except for easements, conditions and restrictions of

record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____ 2016.

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

By

Name

Title

Date

Attest: Recording Secretary

Date

Approved as to form

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2016,
by _____ as _____
of _____.

Notary Public for State of Oregon
My Commission Expires: _____

EXHIBIT A

122nd Ave. and 132nd Ave. Sidewalk Connections Project
December 5, 2014
OWNER: North Clackamas Parks and Recreation District
Page 1 of 2

County Project No. 22200
ODOT Key No. KN 17881
Map & Tax Lot No. 22E03DA00200
Property No. 7

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by Warranty Deed to North Clackamas Parks and Recreation District, recorded September 15, 1993 as Fee No. 93-66697, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 122nd Avenue Centerline Station 13+30.00;

Thence northerly, in a straight line, to a point 26.00 feet left of Existing 122nd Avenue Centerline Station 15+50.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,252 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the existing centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-

Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by Warranty Deed to North Clackamas Parks and Recreation District, recorded September 15, 1993 as Fee No. 93-66697, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 122nd Avenue Centerline Station 13+30.00;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 13+87.47;

Thence westerly, in a straight line, to a point 56.00 feet left of Existing 122nd Avenue Centerline Station 13+87.47;

Thence northerly, in a straight line, to a point 56.00 feet left of Existing 122nd Avenue Centerline Station 14+14.48;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 14+14.48;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 15+50.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,719 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

EXPIRES: 12-31-15

EXHIBIT "B"

SE 1/4 SECTION 3, T2S, R2E, W.M.
 CLACKAMAS COUNTY, OR
 DECEMBER 5, 2014
 PROPERTY 7

TAX LOT NO. 22E03DA00201

EAST HAMPTON STREET

STA: 15+50.00
 OFF: 31.00' L
 STA: 15+50.00
 OFF: 26.00' L

①
 ②

NORTH CLACKAMAS PARKS AND
 RECREATION DISTRICT

FEE NO. 93-66697
 TAX LOT NO. 22E03DA00200

STA: 14+14.48
 OFF: 31.00' L
 STA: 14+14.48
 OFF: 56.00' L

STA: 13+87.47
 OFF: 56.00' L
 STA: 13+87.47
 OFF: 31.00' L

STA: 13+30.00
 OFF: 26.00' L
 STA: 13+30.00
 OFF: 31.00' L

SE 122ND AVENUE
 (CO. RD. NO. 380)
 EXISTING CENTERLINE

15+00

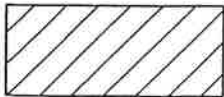
14+00

LOT 3, SUMMER PLACE
 TAX LOT NO. 22E03DD01400



SCALE
 1" = 40'

LEGEND



① PERMANENT RIGHT-OF-WAY
 EASEMENT FOR ROAD
 PURPOSES
 ± 1,252 SQ.FT.



② TEMPORARY CONSTRUCTION
 EASEMENT
 ± 1,719 SQ.FT.

COUNTY PROJ. NO. 22200
 ODOT KEY NO. KN17881



**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

CLA-67 MJM

PAGE 1 OF 1

SEE ATTACHED
 LEGAL DESCRIPTION

<p>Grantor: North Clackamas Parks and Recreation District Address: 150 Beaver Creek Rd. Oregon City, OR 97045</p> <p>Grantee: Clackamas County 150 Beaver Creek Rd. Oregon City, OR 97045</p> <p>After Recording Return to: Clackamas County Engineering 150 Beaver Creek Rd. Oregon City, OR 97045</p> <p>Until a change is requested, all taxes shall be sent to: No Change</p> <p>Road Name: <u>SE 122nd Avenue</u> Right-of-Way File No. 7716-007</p>	<p>State of Oregon</p> <p style="text-align: center;"><i>DO NOT RECORD</i></p> <p>Accepted by Clackamas County by Act of the Road Official Acceptance Date: _____</p> <p>Authorized by Clackamas County Ordinance No. 02-2009 Project: SE 122nd Ave & SE 132nd Ave Sidewalk Connections</p>
--	--

TEMPORARY CONSTRUCTION EASEMENT
(Corporate or Non Profit Grantor)

For value received, North Clackamas Parks and Recreation District, (Grantor), hereby grants, bargains, sells and conveys to Clackamas County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a temporary construction easement and right of way for the purpose of construction improvements as a part of the SE 122nd Ave & SE 132nd Ave Sidewalk Connection Project. This work will be performed on Grantor's real property located in Clackamas County, State of Oregon.

Grantor's real property is more particularly described as follows: A tract of fee land located in the SE 1/4 of Section 3, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on September 15, 1993, as Document No. 93 66697 in the Deed Records of Clackamas County, Oregon.

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

The true consideration for this conveyance is TWENTY DOLLARS and 63/100 (\$20.63).

This Temporary Construction Easement shall become effective on the date the County issues the notice to proceed to the contractor, and shall terminate one (1) years from that date, or when construction on the property is completed, whichever occurs first.

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

EXHIBIT A

122nd Ave. and 132nd Ave. Sidewalk Connections Project
December 5, 2014
OWNER: North Clackamas Parks and Recreation District
Page 1 of 2

County Project No. 22200
ODOT Key No. KN 17881
Map & Tax Lot No. 22E03DA00200
Property No. 7

PARCEL 1 (Permanent Right-Of-Way Easement For Road Purposes)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by Warranty Deed to North Clackamas Parks and Recreation District, recorded September 15, 1993 as Fee No. 93-66697, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 26.00 feet left of the Existing 122nd Avenue Centerline Station 13+30.00;
Thence northerly, in a straight line, to a point 26.00 feet left of Existing 122nd Avenue Centerline Station 15+50.00.

EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,252 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue, being more particularly described as follows:

Beginning at a point on the existing centerline of SE 122nd Avenue (County Road No. 380), from which a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-078, Clackamas County Survey Records, at the Section Corner common to Sections 2, 3, 10, and 11, T.2S R.2E, W.M., Clackamas County, Oregon, bears S00°47'30"E, 327.90 feet, said point being Existing Centerline Station 0+00.00;

Thence N00°47'30"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 380), 2341.60 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-152, Clackamas County Survey Records, at the One-Quarter Section Corner common to said Sections 2 and 3, being Existing Centerline Station 23+41.60;

Thence N00°13'47"W, along said Existing Centerline of SE 122nd Avenue (County Road No. 242 and Market Road No. 29), 2675.27 feet to a 3-1/4 inch bronze disk in a monument box per U.S.B.T. Entry 2002-093, Clackamas County Survey Records, at the Section Corner common to Sections 2 and 3, T.2S R.2E, and Sections 34 and 35, T.1S R.2E, W.M., Clackamas County, Oregon, being Existing Centerline Station 50+16.87 and the terminus of this description.

This legal description, along with the basis of bearings thereof, is based on the Oregon Coordinate Reference System (OCRS) Portland Zone. The east line of the Southeast One-

Quarter of said Section 3 was held to be N00°47'30"W, as measured between the above-described Southeast Section corner and East One-Quarter Section Corner of said Section 3.

This legal description is established from survey data provided by the Clackamas County Department of Transportation and Development.

PARCEL 2 (Temporary Construction Easement)

A parcel of land, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 3, Township 2 South, Range 2 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of that tract of land as described by Warranty Deed to North Clackamas Parks and Recreation District, recorded September 15, 1993 as Fee No. 93-66697, Clackamas County Deed Records, said parcel being that portion of said property lying easterly of the following described line, said line is to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 31.00 feet left of the Existing 122nd Avenue Centerline Station 13+30.00;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 13+87.47;

Thence westerly, in a straight line, to a point 56.00 feet left of Existing 122nd Avenue Centerline Station 13+87.47;

Thence northerly, in a straight line, to a point 56.00 feet left of Existing 122nd Avenue Centerline Station 14+14.48;

Thence easterly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 14+14.48;

Thence northerly, in a straight line, to a point 31.00 feet left of Existing 122nd Avenue Centerline Station 15+50.00.

EXCEPTING therefrom the above described Parcel 1.

ALSO EXCEPTING therefrom that portion lying within the existing right-of-way of SE 122nd Avenue.

The parcel of land to which this description applies contains 1,719 square feet more or less.

The stationing used to describe this parcel is based on the Existing Centerline of SE 122nd Avenue described herein, being more particularly described in Parcel 1.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 15, 2003
JOHN T. CAMPBELL
60070 LS

EXPIRES: 12-31-15

EXHIBIT "B"

SE 1/4 SECTION 3, T2S, R2E, W.M.
 CLACKAMAS COUNTY, OR
 DECEMBER 5, 2014
 PROPERTY 7

TAX LOT NO. 22E03DA00201

EAST HAMPTON STREET

NORTH CLACKAMAS PARKS AND
 RECREATION DISTRICT

FEE NO. 93-66697
 TAX LOT NO. 22E03DA00200

LOT 3, SUMMER PLACE
 TAX LOT NO. 22E03DD01400

STA: 15+50.00
 OFF: 31.00' L

STA: 15+50.00
 OFF: 26.00' L

①

②

15+00

SE 122ND AVENUE
 (CO. RD. NO. 380)
 EXISTING CENTERLINE

14+00

STA: 14+14.48
 OFF: 31.00' L

STA: 14+14.48
 OFF: 56.00' L

STA: 13+87.47
 OFF: 56.00' L

STA: 13+87.47
 OFF: 31.00' L

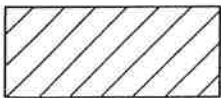
STA: 13+30.00
 OFF: 26.00' L

STA: 13+30.00
 OFF: 31.00' L



SCALE
 1" = 40'

LEGEND



① PERMANENT RIGHT-OF-WAY
 EASEMENT FOR ROAD
 PURPOSES
 ± 1,252 SQ.FT.



② TEMPORARY CONSTRUCTION
 EASEMENT
 ± 1,719 SQ.FT.

COUNTY PROJ. NO. 22200
 ODOT KEY NO. KN17881



**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

CLA-67 MJM

PAGE 1 OF 1

SEE ATTACHED
 LEGAL DESCRIPTION