

AGENDA

Thursday, June 13, 2013 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-44

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

III. READING AND ADOPTION OF A PREVIOUSLY HEARD ZDO ORDINANCE *(No public testimony on this item)*

1. Reading and Adoption of Zoning and Development Ordinance ZDO-245, Miscellaneous ZDO Amendments - *Previously Approved at the May 8, 2013 Land Use Hearing (Rhett Tatum, County Counsel)*

IV. 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. Board Order No. _____ Approval of Annexation to Clackamas County Service District No. 1 (Sanitary Sewer) - (Ken Martin, Boundary Change Consultant, Chris Storey, County Counsel)

V. DISCUSSION ITEM *(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.)*

Department of Finance

1. Resolution No. _____ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2012-2013 (Diane Padilla, Budget Manager)

VI. 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

1. Approval of Amendment No. 4 to the Intergovernmental Revenue Agreement with Lane County for On-Line Food Handler Training/Testing Project - PH
2. Approval of the 2009-2011 Carryover Report Pertaining to the Intergovernmental Agreement from the State of Oregon Department of Human Services, Seniors and People with Disabilities Program - ss

B. Department of Transportation & Development

1. Approval of Managing Oregon Resources Efficiently (MORE) Intergovernmental Agreement
2. Accepting the Safe Communities 2012 Annual Report

C. Finance Department

1. Resolution No. _____ for a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2012-2013
2. Resolution No. _____ for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2012-2013

VII. DEVELOPMENT AGENCY

1. Approval of a Disposition of Development Agency Property on 92nd Ave.

VIII. WATER ENVIRONMENT SERVICES

1. Approval of an Amendment to the Agreement between Clackamas County Service District No. 1 and Brown and Caldwell, Inc. for the Clackamas County Waste Water Treatment Plant Odor Study Follow-up

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

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



MIKE MCCALLISTER
PLANNING AND ZONING DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 13, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Adoption of a Previously Approved Zoning and Development Ordinance
ZDO-245 - Miscellaneous ZDO Amendments

Purpose/Outcome	<i>Amend the Zoning and Development Ordinance</i>
Dollar Amount and Fiscal Impact	<i>None</i>
Funding Source	<i>NA</i>
Safety Impact	<i>None anticipated</i>
Duration	<i>Indefinitely</i>
Previous Board Action/Review	<i>Board of County Commissioners held a public hearing on May 8, 2013</i>
Contact Person	<i>Jennifer Hughes, 503-742-4518</i>
Contract No.	<i>None</i>

BACKGROUND:

ZDO-245 amends the following sections of the Zoning and Development Ordinance

- Section 504 of to eliminate duplicate language and an incorrect citation.
- Section 806 to be in compliance with Land Use Board of Appeals Case No. 2010-106, to expand opportunities for home occupations to host events in natural resource zones, and to allow alternative parking lot surfaces for such events in the rural area.
- Section 1002 to eliminate inconsistencies and redundancies with other County policies and to clarify map references for Wildlife Habitat Areas, Distinctive Resource Areas, and Significant Natural Areas.
- Section 1010 to modify signage standards for governmental uses in the rural areas and to clarify procedures and standards for changeable copy signs.

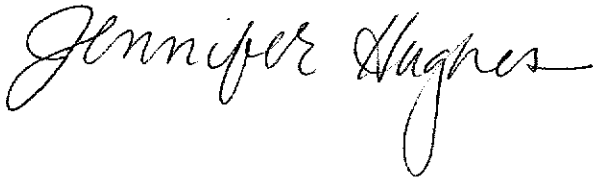
- Conforming numbering amendments to Sections 301, 307, 308, 309, 310, 314, 406, 407, 837, 1001, 1011, 1012, and 1603.

The Board of County Commissioners held a public hearing on May 8, 2013, at which it approved amendments to Sections 504 and 1002 and conforming numbering amendments as presented. The Board directed staff to make changes related to Section 806 of the Zoning and Development Ordinance, permitting tents with Home Occupations to Host Events to the full extent allowed by state statute; and directed staff to make changes related to Section 1010 of the Zoning and Development Ordinance, limiting the proposed expanded signage opportunities to public uses in the rural area.

Staff amended Section 806 language pertaining to the use of tents, and amended Section 1010 language to expand signage standards in the rural area for governmental uses. Exhibit A includes all 17 sections of the Zoning and Development Ordinance as amended. Zoning and Development Ordinance amendments have been reviewed and approved by County Counsel.

RECOMMENDATION: Staff recommends the Board approve the attached Ordinance.

Respectfully submitted,

A handwritten signature in cursive script, reading "Jennifer Hughes". The signature is written in black ink and is positioned below the typed name "Jennifer Hughes".

ORDINANCE NO. ZDO-245

**An Ordinance amending Sections 504, 806, 1002, and 1010,
and making conforming amendments to
Sections 301, 307, 308, 309, 310, 314, 406, 407, 837, 1001, 1011, 1012, and 1603
of the Clackamas County Zoning and Development Ordinance**

WHEREAS, the Planning Director initiated an amendment to Section 504 of the Zoning and Development Ordinance in order to eliminate duplicate language and an incorrect citation; and

WHEREAS, the Planning Director initiated an amendment to Section 806 of the Zoning and Development Ordinance in order to be in compliance with Land Use Board of Appeals Case No. 2010-106, to expand opportunities for home occupations to host events in natural resource zones, and to allow alternative parking lot surfaces for such events in the rural area; and

WHEREAS, the Planning Director initiated an amendment to Section 1002 of the Zoning and Development Ordinance in order to eliminate inconsistencies and redundancies with other County policies and to clarify map references for Wildlife Habitat Areas, Distinctive Resource Areas, and Significant Natural Areas; and

WHEREAS, the Planning Director initiated an amendment to Section 1010 of the Zoning and Development Ordinance in order to modify signage standards for service, recreational, and institutional uses in the rural areas and to clarify standards for changeable copy signs; and

WHEREAS, the Planning Director initiated conforming numbering amendments to Sections 301, 307, 308, 309, 310, 314, 406, 407, 837, 1001, 1011, 1012, and 1603 of the Zoning and Development Ordinance; and

WHEREAS, an on-going process of amendments to the Zoning and Development Ordinance is necessary to respond to state law, changes in development demands, and public input; and

WHEREAS, it has been a policy of the Board of County Commissioners to include in the county's resource districts all the uses allowed by state law, encourage sound land use and development and improve the Zoning and Development Ordinance as necessary; and

WHEREAS, the proposed amendments are consistent with the Clackamas County Comprehensive Plan, the Statewide Planning Goals and Guidelines and the Metro Urban Growth Management Functional Plan and all other applicable state and federal laws and regulations; and

WHEREAS, after a duly-noticed public hearing on April 22, 2013, the Clackamas County Planning Commission recommended approval of amendments to Sections 504, 806, 1002, and conforming numbering amendments, but recommended not to adopt amendments to Section 1010; and

WHEREAS, the Board of County Commissioners held a public hearing on May 8, 2013, at which it approved amendments to Sections 504 and 1002 and conforming numbering amendments, as recommended by the Planning Commission; directed staff to make changes related to Section 806 of the Zoning and Development Ordinance, permitting tents with Home Occupations to Host Events to the full extent allowed by state statute; and directed staff to make changes related to Section 1010 of the Zoning and Development Ordinance, limiting expanded signage opportunities to public uses in the rural area; and

WHEREAS, staff did amend language pertaining to the use of tents in Section 806 and develop language to modify signage standards in the rural area for governmental uses in Section 1010; now therefore

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Sections 301, 307, 308, 309, 310, 314, 406, 407, 504, 806, 837, 1002, 1001, 1010, 1011, 1012, and 1603 of the Clackamas County Zoning and Development Ordinance are hereby amended as shown in Exhibit A, hereto attached.

Section 2: This ordinance shall be effective on July 1, 2013.

ADOPTED this 13th day of June, 2013

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 13, 2013

Board of County Commissioners
Clackamas County

Stephen L. Madkour
County Counsel

Members of the Board:

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

Approval of Annexation to Clackamas County Service District No. 1

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	Not Applicable
Duration	Not Applicable
Previous Board Action	None
Contact Person	Chris Storey, County Counsel x4623 Ken Martin, Boundary Change Consultant - 503 222-0955
Contract No.	Not Applicable

BACKGROUND

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County, including county service districts. Proposal No. CL 13-001 is a proposed annexation to Clackamas County Service District No. 1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

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

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements

for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District within the City of Happy Valley. The territory contains 2.3 acres, one single family dwelling, a population of 2 and is valued at \$312,666.

REASON FOR ANNEXATION

The property owners desire annexation to provide sewer service to a new single family dwelling to be constructed after demolition of the existing structure.

CRITERIA

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

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

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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

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

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

LAND USE PLANNING

REGIONAL PLANNING

General Information

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

Regional Framework Plan

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

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

COUNTY PLANNING

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

POLICIES

Sanitary Sewage Disposal

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

HAPPY VALLEY PLANNING

The area to be annexed is covered by Happy Valley's Rock Creek Comprehensive Plan which identifies the property as suitable for Low Density Residential use. County zoning, which remains on the property since it was recently annexed to the City, is RRF5-5.

FACILITIES AND SERVICES

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

Sewer. The District can provide sewer service to the property from an existing District line in SE Kallista Dr. on the south edge of the property. The District provides surface water management services to the City of Happy Valley. Storm drainage in this area is handled through separate lines and with open ditches and retention areas.

Water. The territory to be annexed is within and served by the Sunrise Water Authority.

Police Service. The area receives police service from City of Happy Valley which contracts with the Clackamas County Sheriff's Department.

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

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

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-13-001, annexation to Clackamas County Service District No. 1.

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

In the Matter of Approving
Boundary Change Proposal
No. CL 13-001



ORDER NO.

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

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

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

It further appearing that this matter came before the Board for public hearing on June 13, 2013 and that a decision of approval was made on June 13, 2013;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 13-001 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of June 13, 2013.

ADOPTED this 13th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

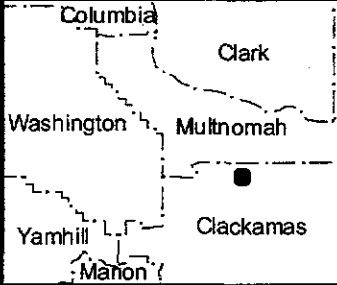
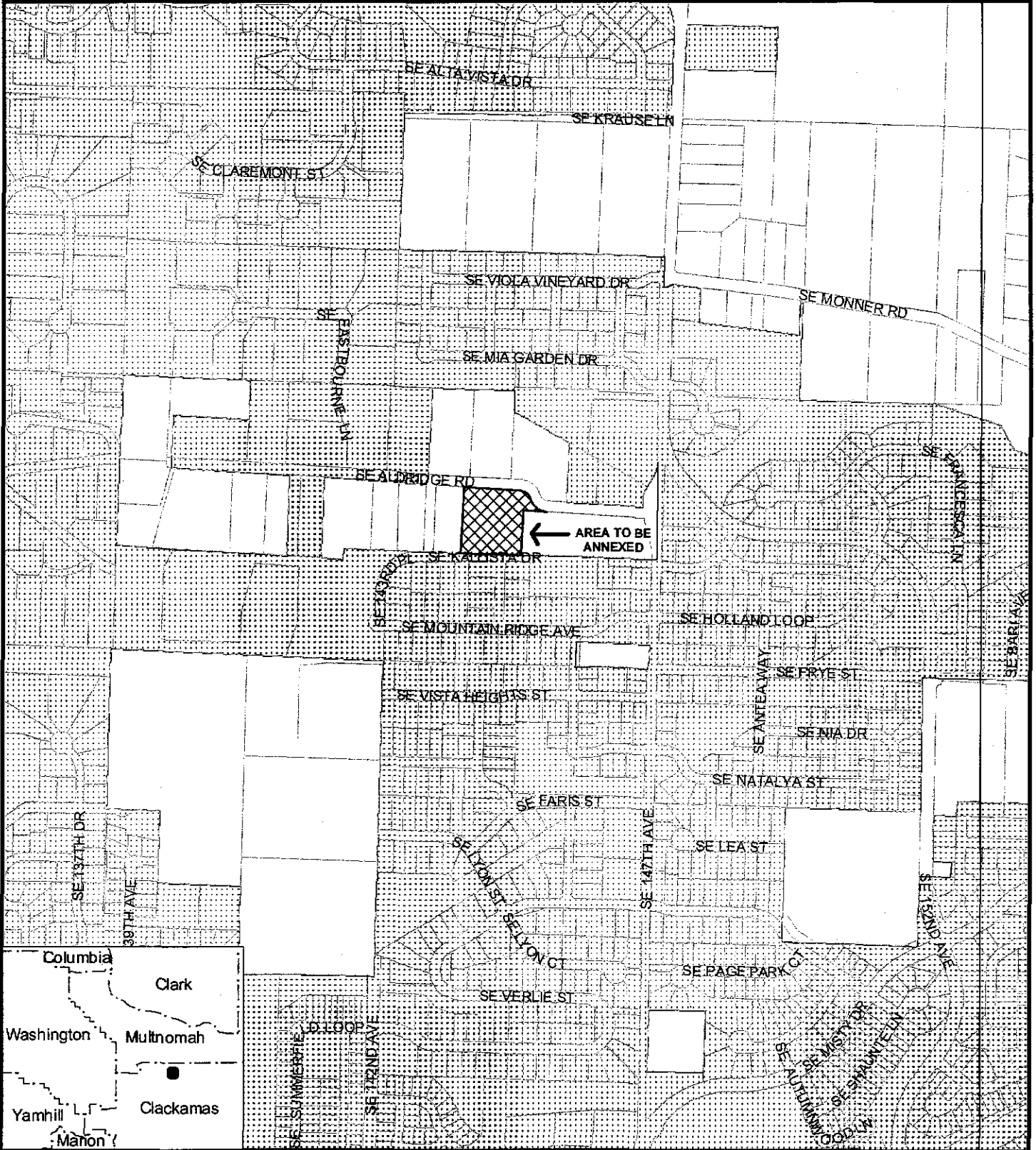
Recording Secretary

CL13-001



1S2E36

Clackamas County Service District #1

Clackamas County



Data Resource Center
 600 NE Grand Ave
 Portland, OR 97232-2736
<http://www.oregonmetro.gov/drc>

-  CCSD#1
-  Area to be annexed

CL13-001

Ken Martin Consulting
 P.O. Box 29079
 Portland, OR 97296-9079
 (503) 222-0955



EXHIBIT B

Proposal No. CL 13-001

A tract of land situated in Section 36, Township 1 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon.

BEGINNING at a one inch angle iron located in the West right of way of County Road No. 1755 that is South $88^{\circ} 52'$ West 20.00 feet from the Southeast corner of the Southwest one-quarter of the Southwest one-quarter of Section 36, Township 1 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence North along said right of way 492.55 feet to the beginning of a curve to the left having a radius of 572.96 feet; thence 37.46 feet along the arc of said curve through a central angle of $3^{\circ} 44' 40''$; thence South $88^{\circ} 52'$ West 650.00 feet to an iron pipe and the true point of beginning of the tract herein to be described; thence South $88^{\circ} 52'$ West 300.00 feet to an iron pipe; thence North 323.83 feet to an iron pipe; thence South $89^{\circ} 14' 30''$ East 283.00 feet to an iron pipe marking a point of curve; thence 57.57 feet along the arc of a curve to the right having a radius of 47.12 feet and a central angle of $70^{\circ} 00'$ to an iron pipe marking a point of reverse curve; thence 118.65 feet along the arc of a curve to the left having a radius of 97.12 feet and a central angle of $70^{\circ} 00'$ to an iron pipe; thence North $89^{\circ} 14' 30''$ West 117.33 feet to an iron pipe; thence South 219.00 feet to the true point of beginning.

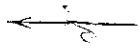
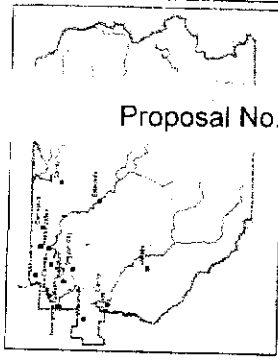
12 E 36CC
 S.W.1/4 S.W.1/4 SEC.36 T.1S. R.2E. W.1M.
 CLACKAMAS COUNTY
 1" = 100'

General Index
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EXHIBIT C

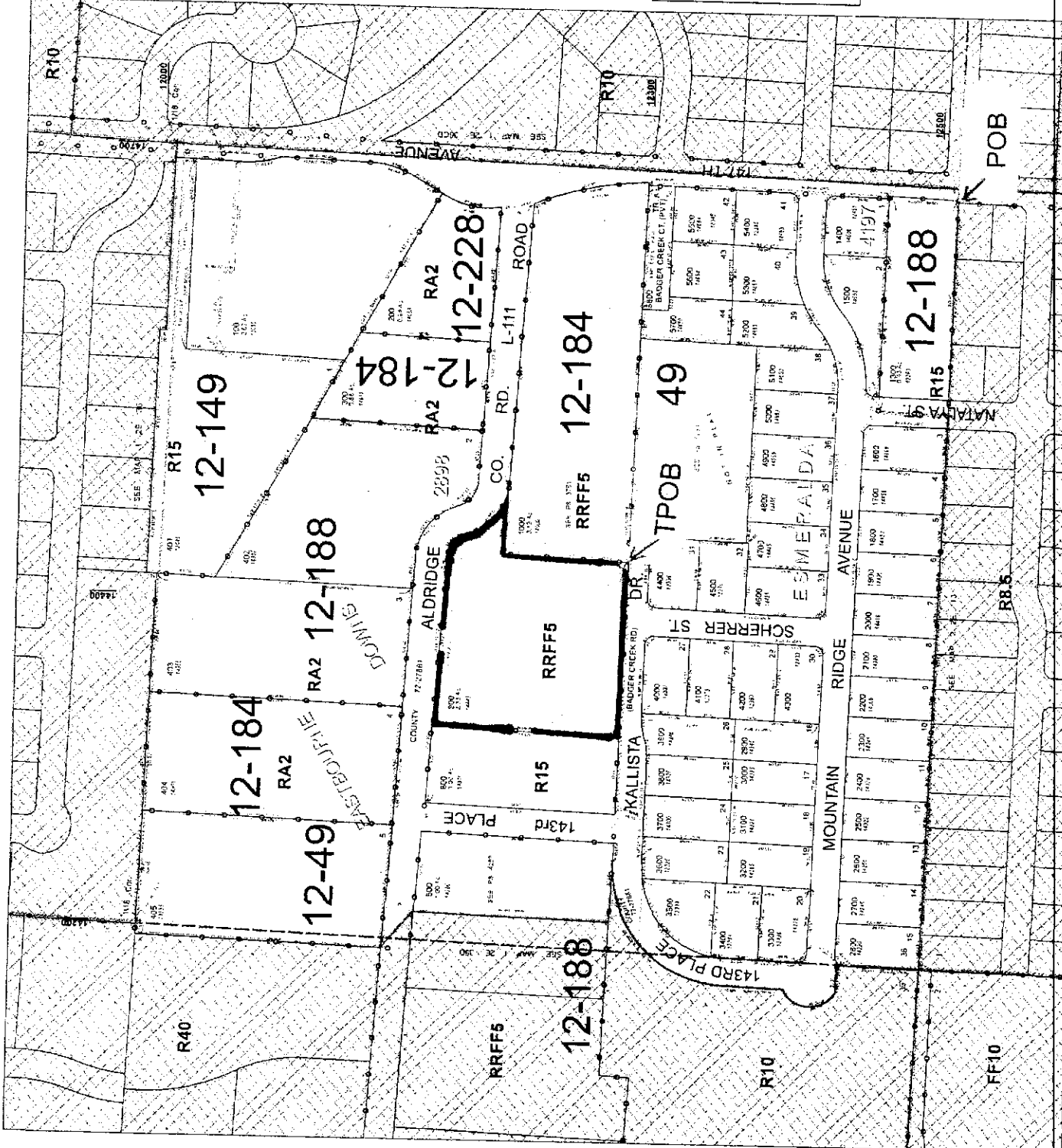
Proposal No. CL 13-001

- Parcel Boundary
- Private Road R/W
- Historical Boundary
- Railroad Centerline
- E. Encroachment
- Map Index
- Water Lines
- Land Use Zoning
- Poles
- Easement
- Section Corner
- 1/8th Line
- D/L Line
- Meander Line
- P 188 Section Line
- Historic Centerline 40'
- Historic Centerline 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

12 E 36CC





3

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

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

June 13, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2012-2013**

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	The effect is a decrease in appropriations of \$301,715.
Funding Source	Includes Federal and State Operating Grants, Local Government and Other Agencies and Other Financing Sources.
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2102, Supplemental Budget December 13, 2012.
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Health, Housing and Human Services Administration Fund is recognizing additional indirect cost revenue and appropriating it in personnel services and materials and services.

The Clackamas County Debt Service Fund, a new fund, is recognizing internal facilities rental revenue and interfund transfer revenue and appropriating it for debt service. This new fund is being created to consolidate and simplify reporting of debt service for issues which had previously been accounted for in separate funds. It has been determined that separate funds are not required. Each issue will continue to have a unique organizational identifier for its transactions.

The Community Health Fund is reducing and realigning its revenue and expenditure budget as a result of the reorganization between this fund and the Behavioral Health Fund.

The Public Services Building Debt Service Fund is reducing internal facilities rental revenue and bond interest expenditure and moving it to the new Clackamas County Debt Service Fund.

The Public Safety Training Center Debt Service Fund is reducing the interfund transfer from the Sheriff Fund and bond interest expenditure and moving it to the new Clackamas County Debt Service Fund.

The effect of this Resolution is a decrease in appropriations of \$301,715 including revenues as detailed below:

Federal Operating Grants	\$	(350,673.)
State Operating Grants		190,700.
Local Government & Other Agencies		(8,676.)
Charge for Services		(265,614.)
Miscellaneous Revenue		<u>132,548.</u>
Total Recommended	\$	<u>(301,715.)</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,



Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Greater Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2012-13



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2012 through June 30, 2013, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 13, 2013.

WHEREAS; the funds being adjusted are:

- . Health, Housing and Human Services Administration Fund
- . Clackamas County Debt Service Fund
- . Community Health Fund
- . Public Services Building Debt Service Fund
- . Public Safety Training Center Debt Service Fund;

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2012 through June 30, 2013.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 13, 2013

Recommended items by revenue source:

Federal Operating Grants	\$ (350,673.)
State Operating Grants	190,700.
Local Gov't and Other Agencies	(8,676.)
Charge for Services	(265,614.)
Miscellaneous Revenue	<u>132,548.</u>
Total Recommended	<u>\$ (301,715.)</u>

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Revenues:	
Charge for Services	\$ 123,776.
Total Revenues	<u>\$ 123,776.</u>
Expenses:	
Personnel Services	\$ 20,000.
Materials & Services	103,776.
Total Expenses	<u>\$ 123,776.</u>

Health, Housing and Human Services Administration Fund is recognizing additional indirect cost revenue and appropriating it in personnel services and materials and services.

CLACKAMAS COUNTY DEBT SERVICE FUND

Revenues:	
Charge for Services	\$ 664,438.
Interfund Transfer	135,098.
Total Revenues	<u>\$ 799,536.</u>
Expenses:	
Debt Service	\$ 799,536.
Total Expenses	<u>\$ 799,536.</u>

Clackamas County Debt Service Fund, a new fund, is recognizing internal facilities rental revenue and interfund transfer revenue and appropriating it for debt service. This new fund is being created to consolidate and simplify reporting of debt service for issues which had previously been accounted for in separate funds. It has been determined that separate funds are not required. Each issue will continue to have a unique organizational identifier for its transactions.

COMMUNITY HEALTH FUND

Revenues:	
Federal Operating Grants	\$ (350,673.)
State Operating Grants	190,700.
Local & Gov't and Other Agencies	(8,676.)
Charge for Services	(389,390.)
Miscellaneous Revenue	<u>132,548.</u>
Total Revenues	<u>\$ (425,491.)</u>
Expenses:	
Personnel Services	\$(1,570,688.)
Materials & Services	772,127.
Contingency	<u>373,070.</u>
Total Expenses	<u>\$ (425,491.)</u>

Community Health Fund is reducing and realigning its revenue and expenditure budget as a result of the reorganization between this fund and the Behavioral Health Fund.

PUBLIC SERVICES BUILDING DEBT SERVICE FUND

Revenues:	
Charge for Services	\$ (664,438.)
Total Revenues	<u>\$ (664,438.)</u>
Expenses:	
Debt Service	\$ (664,438.)
Total Expenses	<u>\$ (664,438.)</u>

Public Services Building Debt Service Fund is reducing internal facilities rental revenue and bond interest expenditure and moving it to the new Clackamas County Debt Service Fund.

PUBLIC SAFETY TRAINING CENTER DEBT SERVICE FUND

Revenues:	
Interfund Transfer	\$ (135,098.)
Total Revenues	<u>\$ (135,098.)</u>
Expenses:	
Debt Service	\$ (135,098.)
Total Expenses	<u>\$ (135,098.)</u>

Public Safety Training Center Debt Service Fund is reducing the interfund transfer from the Sheriff Fund and bond interest expenditure and moving it to the new Clackamas County Debt Service Fund.

June 13, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #04 to the Intergovernmental Revenue Agreement with Lane County, for On-line Food Handlers Training/Testing project.

Purpose/Outcomes	The agreement allows Clackamas County Public Health, to facilitate Lane County's On-line Food Handlers Training/Testing project. Amendment #04 extends the term by two years from 06/30/2013 to 06/30/2015.
Dollar Amount and Fiscal Impact	Amendment #04 increases the contract value from \$212,120 to \$312,120.
Funding Source	No County General Funds are involved.
Safety Impact	None
Duration	Effective July 01, 2013 and terminates on June 30, 2015
Previous Board Action	The original contract value of \$5,000 did not require board approval. Three previous amendments were approved by the BCC: Amendment #01 on May 21, 2009 agenda item 052109-A3, Amendment #02 on September 24, 2009 agenda item 092409-A7, and Amendment #03 on April 21, 2011 agenda item 042111-A2
Contact Person	Dana Lord, Interim Public Health Director – 503-655-8405
Contract No.	CH-39-08/09

BACKGROUND:

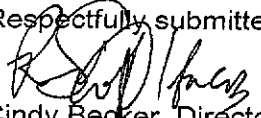
The Public Health Division has partnered with Lane County to allow Clackamas County Residents access to an on-line food handler's test administered by Lane County. For each test administered, Lane County will compensate Clackamas County for 80% of the collected fees.

Amendment #04 is effective July 01, 2013 and continues through June 30, 2015. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

Amendment # 4

WHEREAS, Lane County, hereinafter referred to as COUNTY, a political subdivision of the State of Oregon, and CLACKAMAS COUNTY, hereinafter referred to as CONTRACTOR, have agreed that it is in the mutual interest of both parties to amend the contract dated July 01, 2008 for CONTRACTOR'S On-line Foodhandlers Training/Testing IGA project.

The purpose of this change is to To extend the agreement, add estimated revenue-sharing authority for the period of the extension and to replace Exhibit F.

Now, therefore, the parties agree that the contract should be amended as follows:

- 1 The agreement is hereby extended until June 30, 2015.
- 2 Estimated revenue-sharing authority in the amount of \$50,000 is hereby added for the period July 1, 2013 through June 30, 2014.
- 3 Estimated revenue-sharing authority in the amount of \$50,000 is hereby added for the period July 1, 2014 through June 30, 2015.
- 4 Exhibit F-4 is hereby made a part of the agreement effective July 1, 2013.

FY 08/09 Paid by LANE COUNTY 1 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/08 - 06/30/09	Other	\$31,120.00	\$0.00	\$31,120.00	0	512201-286-3427810
Total:			\$31,120.00	\$0.00	\$31,120.00		
FY 09/10 Paid by LANE COUNTY 2 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Revenue sharing, foodhandlers	07/01/09 - 06/30/10	Other	\$46,120.00	\$0.00	\$46,120.00	0	512201-286-3427810
Total:			\$46,120.00	\$0.00	\$46,120.00		
FY 10/11 Paid by LANE COUNTY 3 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Est. revenue sharing, foodhand	07/01/10 - 06/30/11	Other	\$47,072.00	\$0.00	\$47,072.00	0	512201-286-3427810
Total:			\$47,072.00	\$0.00	\$47,072.00		
FY 11/12 Paid by LANE COUNTY 4 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Est. revenue sharing, foodhand	07/01/11 - 06/30/12	Other	\$46,000.00	\$0.00	\$46,000.00	0	512201-286-3427810
Total:			\$46,000.00	\$0.00	\$46,000.00		
FY 12/13 Paid by LANE COUNTY 5 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Est. revenue sharing, foodhand	07/01/12 - 06/30/13	Other	\$41,808.00	\$0.00	\$41,808.00	0	512201-286-3427810
Total:			\$41,808.00	\$0.00	\$41,808.00		

FY 13/14 Paid by LANE COUNTY 6 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Est. revenue sharing, foodhand	07/01/13 - 06/30/14	Other	\$0.00	\$50,000.00	\$50,000.00	0	512201-286-3427810
Total:			\$0.00	\$50,000.00	\$50,000.00		

FY 14/15 Paid by LANE COUNTY 7 Of 7							
Service Description	Funding Period	Funding Source	Previous Amount	This Amendment	New Total	Service Units	Account (Grant)(Program)
Est. revenue sharing, foodhand	07/01/14 - 06/30/15	Other	\$0.00	\$50,000.00	\$50,000.00	0	512201-286-3427810
Total:			\$0.00	\$50,000.00	\$50,000.00		

This amendment is effective July 01, 2013. All other terms and conditions of the original contract and any previous amendment(s) not altered by this amendment remain in full force and effect.

CLACKAMAS COUNTY	Federal I.D.:
Executive Director:	
Authorized Signature _____	Date _____
CINDY BECKER DIRECTOR, DHS ENVIRONMENTAL HEALTH OREGON CITY, OR 97045	

Lane County, Oregon	
County: _____	Originator: _____
Liane I. Richardson County Administrator	Collette M. Christian Program Services Coord 1 Collette.Christian@co.lane.or.us 151 WEST 7TH AVE S-520 EUGENE, OR 97401

Exhibit F - 4

Lane County Standard Provisions

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses must be included expressly or by reference in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from Contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(6) With certain exceptions listed below, Contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases Contractor shall pay the person at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, Contractor shall pay a laborer at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (6) does not apply to contracts for purchase of goods or personal property.

Contractor shall give written notice to employees who work on a public contract of the number of hours per day and days per week that the employees may be required to work. This notice must be given in writing either at the time of hire or before commencement of work on the contract, or must be posted as a notice in a location frequented by employees.

(7) Contractor, any subcontractors, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, unless exempt under ORS 656.027.

(8) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(9) The contract may be canceled at the election of the County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.

(10) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(11) Unless otherwise provided by the contract or law, Contractor agrees that the County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after the County makes final payment on this Agreement. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by the County.

(12) By execution of this contract, Contractor certifies, under penalty of perjury that:

(a) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(13) Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(14) Contractor shall not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(15) Contractor shall make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(16) The County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(17) All modifications and amendments to the contract will only be effective only if in writing and executed by both parties.

(18) Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(19) Unless otherwise provided, data which originates from this contract constitutes "works for hire" as defined by the U.S. Copyright Act of 1976 and is owned by the County. Data includes, but is not limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which does not originate from this contract, but which is delivered under the contract, is transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license will be limited to the extent which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Contractor shall give the County prompt written notice of any notice or claim of copyright infringement received by Contractor with respect to any data delivered under this contract. The County will have the right to modify or remove any restrictive markings placed upon the data by Contractor.

(20) If as a result of this contract, Contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, Contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper

with at least 25% post-consumer content which meets printing specifications and availability requirements.

(21) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, are applicable to all road construction projects except as modified by the bid documents.

(22) As to contracts for lawn and landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(23) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, Contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.

June 13, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of 2009-2011 Carryover Report pertaining to the Intergovernmental Agreement from the State of Oregon, Department of Human Services, Seniors and People with Disabilities Program

Purpose/Outcomes	Reporting to the State the total funds carried over and planned use of funds for future services.
Dollar Amount and Fiscal Impact	09-11 Carryover Balance = \$573,064. Planned expenditure of Carryover in 2011-2013 = \$573,064. Planned Carryover to be retained after 6/30/13 = \$0
Funding Source	The Oregon Department of Human Services – Seniors and People with Disabilities (DHS – SPD). No County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2009 and terminated on June 30, 2011
Previous Board Action	The original contract was approved by the Board of County Commissioners on July 9, 2009.
Contact Person	Pat Zullo, DD Program Manager (503) 557-5814
Contract No.	CH-86-09/10

BACKGROUND:

Through the Intergovernmental agreement the County agrees to provide local administration, case management, and developmental disability services to Clackamas County residents.

Report total funds carried over from 2009-2011 biennium and planned use of these funds for future services provided by the Developmental Disability Services Program.

2009-2011 Carryover Balance = \$573,064. 2011-2013 Planned expenditure of Carryover = \$573,064. Planned Carryover to be retained until after June 30, 2013 = \$0

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

Planning and reporting the Utilization of Biennial Carryover Funds for 2009-11

During the 1981 session, the Oregon Legislative Assembly passed ORS 430.695(1), which established the following:

“Any program fees, third-party reimbursements, contributions or funds from any source, except client resources applied toward the cost of care in group homes for the mentally retarded and mentally ill and client resources and third-party payments for community psychiatric inpatient care, received by a community mental health and developmental disabilities program are not an offset to the costs of the services and shall not be applied to reduce the program’s eligibility for state funds providing such funds are expended for mental health services approved by the Department of Human Services”.

The statute does not limit the amount of carryover that may be retained by the local program or set time limits on how long it may be retained. The intent of the Legislature in creating this statute was to provide an incentive for community programs to seek sources of funds, particularly third-party reimbursement, in addition to state funds, and to use the funds in support of services.

A chief objective in implementing guidelines for the inclusion of carryover fund information was to stimulate local community mental health and developmental disabilities programs to undertake a process of planning for the use of carryover funds by the program as intended in ORS 430.695. The process was intended to involve the clear disclosure of funds available by each component of the local program, the development of planned uses of the funds with the input of the local mental health and developmental disabilities advisory committee, and approval of the local mental health and developmental disabilities authority as part of the counties’ biennial plan.

The following definitions will assist counties in completing the 2009-11 carryover plan:

1. “Carryover funds,” as used in these guidelines means the money described in ORS 430.695(1) which was received by a “community mental health and developmental disabilities program,” and remains available at the close of a fiscal year to support services approved by the Department of Human Services. Consistent with this definition, and the definition of a community program below, money received from any source for the services specified under an “omnibus contract” (County Financial Assistance Agreement (CFAC)) with the Department and retained by any component of the local program, including services operated under a subcontract, is considered carryover money. However, money earned by a county operated program or subcontractor for services not specified in the County Financial Assistance Agreement (CFAC) is not subject to the provisions of ORS 430.695, and is not considered carryover funds under these guidelines.

2. A “Community Mental Health and Developmental Disability Program” is defined in OAR 309-014-0005(7) as an entity that is responsible for planning and delivery of services for persons with mental or emotional disturbances, drug abuse problems, mental retardation or other developmental disabilities, and alcoholism and alcohol abuse in a specific geographic area of the state under a contract with the Division or a local mental health authority..

3. "Services approved by the Department of Human Services" are the services the Department acknowledges, authorizes, supports, or permits, through one or more of the following mechanisms:

- a. Specific written approval of the service as part of the county's biennial plan under ORS 430.664 (approval of the county's plan does not constitute approval of services which are not service elements under the County Financial Assistance Agreement (CFAC));
- b. Licensing or approving services, such as foster homes under ORS 443.725, developmental disabilities services under applicable service element rules ORS 409.050 & 410.070; or
- c. Awarding funds or other compensation for the service under a County Financial Assistance Agreement (CFAC).

County Carryover Fund Plan:

The attached form provides for the summarization across all components of the community program for:

- The total carryover funds the community developmental disabilities services program retained as of June 30, 2009
- Planned expenditures of these funds in 2011-13
- Funds to be retained after June 30, 2013 and description of the purpose of retaining these funds

2009-11 Community Mental Health and Developmental Disabilities Program
For Carryover Funds

<u>Clackamas</u>	Pat Zullo
Name of County	Staff Contact for information about this plan
<u>Clackamas County Social Services</u>	(503) 557-5814
<u>PO BOX 2950</u>	Phone Number
<u>Oregon City OR 97045</u>	(503) 655-8889
Address	Address Fax Number

This report is intended to obtain countywide summary information on carryover for all service providers of community mental health and developmental disabilities programs, local mental health authorities, and local mental health services programs. The carryover funds from each of the county's providers within a program area must, therefore, be combined in this report regardless of whether the providers are operated by the county or are subcontractors.

The information below reports the total funds carried over from prior to July 1, 2009, carryover generated within the 2007-2009 fiscal period, and the planned use of these funds in the future, as permitted in ORS 430.695(1):

ACCOUNTING FOR FUNDS UNDER 430.695(CARRYOVER)

	Local Administration DD 02 (include Federal Portion of Local Match)	Case Management DD 48 (include Federal Portion of Local Match)	Abuse Investigation Services DD 55	Quality Assurance Services DD 147	Regional Crisis and Back Up Services DD 157	Total
Total accrued carryover at 6/30/09 (Beginning Balance)		398,574				398,574
Plus revenues received during the period 7/1/09 to 6/30/11	887,774	3,928,191	260,814	318,450	117,400	5,512,629
Less expense for providing Services during the period 7/1/09 to 6/30/11	887,774	3,753,701	260,814	318,450	117,400	5,338,139
Equals carryover balance as of 6/30/11 (amounts from lines #1 and #2 less line #3)	0	573,064	0	0	0	573,064
Planned expenditure of Carryover in 2011-13 biennium		-573,064				-573,064
Planned carryover to be Retained until after 6/30/13 (line #4 less line #5)	0	0				0

Planned use of carryover funds reported in line #5 above:

Local Administration DD 02:

N/A there will be no carryover in Local admin DD 02:

Case Management DD 48:

___The DD program transitioned from the Community Health Division on 7/1/09 to the Social Services Division. At that time of the transition we did not know that there was any carryover on the books. On 1/27/10 the Community Health Division transferred to the Social Services Division \$398,574 of carry over funds. Since then we have added several new positions. We added 5 new case manager positions in FY 11-12 and 2 in FY 12-13. We have also just added an additional Supervisor who will be starting in May. With all of the additional staff we are slated to spend down the carryover by the end of FY 12-13. The ability to draw down match in the future for case management will greatly impact our ability to keep the same staff level. In January of 2013 we began fee for service for TCM. We also experienced the failure of projecting a growth factor in DD 48 in FY 13. The promised growth increases based on enrollment numbers were cut due to state budget issues. We had projected a 10% increase in our county budget in FY 13 as our enrollment had increased by that factor. Unfortunately our revenue was reduced, we had to adjust our county budget and hold on further hiring until we were certain we would continue to be paid the month DD 48 reduced rate.

Abuse Investigation Services DD 55:

 N/A there will be no carry over in DD55.
 We are paid for 2.0 FTE And have 2.5 FTE assigned. We overspend DD55 and rely on carry over to meet expenses.

Quality Assurance Services DD 147:

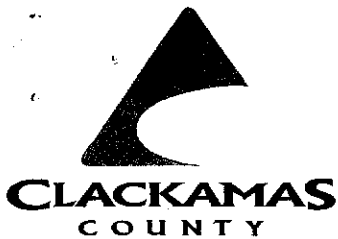
 N/A there will no carry over in DD 147.
 Clackamas County retained our QA position 1.0 FTE and in fact increased by .50 FTE in the 11-13 biennium. We maintain a robust QA system that is exceptional to our program and especially to the customers we serve.

Regional Crisis and Back Up Services DD 157:

 N/A there will be no carry over in DD 157.
 In FY 13-15 we plan to use our DD 157 funds to purchase Behavior consultation services.

This plan for utilizing carryover funds is submitted as part of the county's biennial plan and budget information as required by ORS 430.630(9) and 430.662 (f). The County Board of commissioners, or indicated designee further signifies approval of this plan by their signatures. The chair of the Developmental Disabilities Advisory Committee signifies by signing this form that the plan with respect to Developmental Disabilities Services has been compiled following provision of advice from the Advisory Committee to the local mental health authority, and program director on community needs and priorities.

_____	_____
Chairman, Board of County Commissioners	Date
_____	_____
County Commissioner	Date
_____	_____
County Commissioner	Date
<u> </u>	<u>5-28-13</u>
CMHP Director/ CDDP Director	Date
<u>Ahven Carpenter</u>	<u>5-29-13</u>
Chair, Developmental Disabilities Advisory Committee	Date
<u>Ahven Carpenter</u>	
Printed Name (Chair of Advisory Committee)	



COPY
6

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building
902 ABERNETHY ROAD | OREGON CITY, OR 97045

June 13, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Managing Oregon Resources Efficiently (MORE-IGA)
Intergovernmental Agreement

Purpose/Outcomes	The purpose of the MORE IGA is to exchange services between Oregon Public Entities.
Dollar Amount and Fiscal Impact	None
Funding Source	None
Safety Impact	None
Duration	There is no expiration on the IGA. Any party may terminate its participation by providing 30 days written notice to the other parties.
Previous Board Action/Review	Clackamas County signed our first PMAT agreement in August of 2001 and a revised version in September of 2002.
Contact Person	Randy Harmon, Road Operations Supervisor. 503-650-3246

BACKGROUND:

The PMAT-IGA (Portland Metropolitan Area Transportation) IGA began back in 1996 as an agreement for shared services signed by Multnomah County, the City of Gresham and ODOT. The concept of having an IGA in place for shared services has grown to its current membership of 33 signing agencies throughout the state of Oregon.

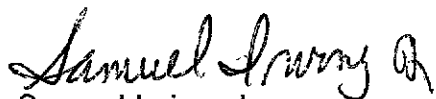
This IGA allows us to share equipment, materials, resources and services for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and other related activities.

Because the acronym "PMAT" stands for Portland Metropolitan Area Transportation and the membership is based throughout Oregon, in February 2013, it was decided to craft an IGA with a more statewide focus. The MORE-IGA (Managing Oregon Resources Efficiently) is the result of that decision and will eventually replace the PMAT-IGA. This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve the MORE Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Samuel Irving, Jr." with a stylized flourish at the end.

Samuel Irving, Jr.
Transportation Operations Manager
Transportation Maintenance Division

MANAGING OREGON RESOURCES EFFICIENTLY {MORE}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("AGREEMENT").

WHEREAS:

1. Each PARTY owns certain equipment and materials, and provides services that may be useful to another PARTY for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The PARTIES agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The PARTIES desire to enter into this AGREEMENT to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The PARTIES shall make available to each other vehicles, equipment, machinery, materials, related items ("EQUIPMENT OR MATERIALS") and/or services in the manner and on the terms and conditions provided herein. The PARTY supplying the services or the EQUIPMENT OR MATERIALS shall be designated as the "PROVIDER" herein. The PARTY receiving the services or assuming the use of EQUIPMENT OR MATERIALS shall be designated as the "USER" herein.
2. A cost estimate for specific services will be supplied by the PROVIDER at the request of the USER. Service PROVIDERS shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to USER. Unless other arrangements are agreed upon by the PARTIES, PROVIDER'S invoices will be paid by USERS in full within thirty (30) days of billing.
3. EQUIPMENT OR MATERIALS and/or services shall be provided upon reasonable request at mutually convenient times and locations. The PROVIDER retains the right to refuse to honor a request if the EQUIPMENT OR MATERIALS are needed for other purposes, if providing the EQUIPMENT OR MATERIALS would be unduly inconvenient, or if for any other reason, the PROVIDER determines in good faith that it is not in its best interest to provide a particular item at the requested time. EQUIPMENT OR MATERIALS shall be returned immediately at PROVIDER'S request.
4. The USER receiving the EQUIPMENT OR MATERIALS shall take proper precaution in its operation, storage and maintenance. EQUIPMENT OR MATERIALS shall be used only for its intended purpose. The USER shall permit the EQUIPMENT OR MATERIALS to be used only by properly trained, properly licensed, and supervised operators. The USER shall be responsible for EQUIPMENT OR MATERIALS repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The USER shall not be responsible for scheduled preventive maintenance (P.M.) unless EQUIPMENT OR MATERIALS hours used exceeds the P.M. schedule periods and has been agreed by the PROVIDER. The USER shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of EQUIPMENT OR MATERIALS (i.e., fluid checks, lubricating, etc.) during the period in which the EQUIPMENT OR MATERIALS is in USER'S possession.
5. PROVIDER shall endeavor to provide EQUIPMENT OR MATERIALS in good working order and to inform USER of any information reasonably necessary for the proper operation of the EQUIPMENT OR MATERIALS. The EQUIPMENT OR MATERIALS are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. USER shall be solely responsible for selecting the proper EQUIPMENT OR MATERIALS for its needs and inspecting EQUIPMENT OR MATERIALS prior to use. It is acknowledged by the PARTIES that the PROVIDER is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. *In so doing*, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, *but* shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any OREGON PUBLIC ENTITY may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the CONTRACT ADMINISTRATOR. The current CONTRACT ADMINISTRATOR is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.


- end of the AGREEMENT narrative -

Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

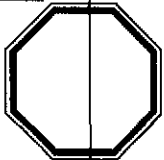
IN THE WITNESS WHEREOF, the PUBLIC ENTITY Clackamas County Trans Maintenance (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

Signature of Officer	Date	Officer's title
	5/22/13	County Counselor
Signature of Counsel	Date	Counsel's title

Name & title of the AGENCY'S IGA OVERSEER:	Randy Harmon, Road Operations Supervisor		
Address:	902 Abernethy Road Oregon City, OR 97045		
Office Phone:	503-650-3246	Cell Phone:	503-789-1839
E-mail:	RandyHar2@co.clackamas.or.us		

Optional: Name & title of Agency's 2 nd Contact:	_____		
Office Phone:	_____	Cell Phone:	_____
E-mail:	_____		

1. Mail the original signed MORE-IGA SIGNATURE PAGE (this page -- actual hard copy page) to:
Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
Telephone: 503.365.3129 MORE-IGA web site: <http://www.co.Marion.or.us/PW/Roads/MORE>
2. Retain a 2nd original signed MORE-IGA SIGNATURE PAGE for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' MORE-IGA SIGNATURE PAGES for your agency's records from the above MORE-IGA web site.





7 COPY

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

June 13, 2013

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

Board of County Commissioner
Clackamas County

Members of the Board:

Accepting the Safe Communities 2012 Annual Report

Purpose/Outcomes	Acceptance of the Safe Communities 2013 Annual Report.
Dollar Amount and Fiscal Impact	NA
Safety Impact	The Safe Communities mission is to reduce fatal and serious injury crashes. Duties and responsibilities of the program focus on this outcome.
Duration	This report reflects the work completed during the 2012 calendar year.
Previous Board Action	The BCC adopted the Transportation Safety Action Plan – November 2012.
Contact Person	Joe Marek, Safe Communities Program Director – 503-742-4705

BACKGROUND:

The Clackamas County Safe Communities program was established in 2005 with a mission to: *“Reduce Injuries and Fatalities in Clackamas County.”* The program focuses on the 5E’s of transportation safety: **E**ducation, **E**mergency Medical Service, **E**nforcement, **E**ngineering and **E**valuation. The 2012 annual report includes program highlights such as school presentations, messaging projects and community involvement.

The report also highlights the Clackamas County Transportation Safety Action Plan (TSAP) which was adopted by the Board in November 2012. The TSAP is the first comprehensive plan for any Oregon county and outlines a strategy for the County to build and implement a County-wide Safety Culture with an ultimate goal of reducing transportation-related fatalities and serious injuries by 50% by 2022.

Much of the success of the program is based on our partners and volunteer base which continues to expand. We would also like to acknowledge the Oregon Department of Transportation – Traffic Safety Division which has provided grant funding since program inception.

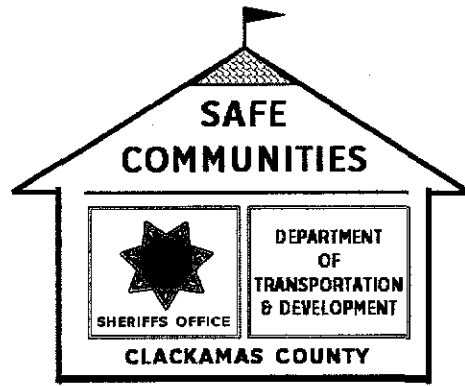
This report has been review by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners accept the Safe Communities annual report for 2012.

Sincerely,

Joseph Marek, PE, PTOE
Safe Communities Program Director



CLACKAMAS COUNTY SAFE COMMUNITIES

ANNUAL REPORT

2012

Our mission:

***“Reduce Injuries and Fatalities in Clackamas
County.”***



2012 Clackamas County Safe Communities Annual Report Executive Summary

The Clackamas County Safe Communities Program (Safe Communities) respectfully submits its 2012 Annual Report. With a mission to "Reduce Injuries and Fatalities in Clackamas County" Safe Communities has achieved milestones such as the creation and adoption of the Clackamas County Transportation Safety Action Plan (TSAP), the first for any Oregon county. The TSAP outlines a strategy for the County to build and implement a County-wide Safety Culture with an ultimate goal of reducing transportation-related fatalities and serious injuries by 50% over the next ten years. In order to create this culture and effectively meet the goal, the TSAP employs a 5E approach, with action items related to engineering, education, enforcement, emergency medical services, and evaluation activities. The TSAP will be highlighted in this report and may be accessed at www.ClackamasSafeCommunities.org (under RESOURCES).


Safe Communities continues to seek out non-traditional partnerships for campaigns and projects. This year, Safe Communities (CCSCP) partnered with Clackamas County Dog Services on an initiative focused on the importance of harnessing pets and buckling occupants with the "Buckle Your Pet" campaign. This project included a vehicle wrap with the slogan "Don't Forget, Buckle Your Pet – and People Too" displayed proudly on each side. This is the third vehicle wrap sponsored by Safe Communities. Another new partnership formed with the Clackamas River Water district on a project to place medication drop boxes in police departments all over the county in an effort to keep prescription and over-the-counter drugs out of the water supply and out of reach of youth.

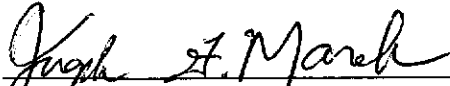
Safe Communities staff participate as members of several safety committees and coalitions. Director, Joseph Marek, is staff liaison on the Traffic Safety Committee. This year, Mr. Marek was selected as a member of the Transportation Research Board's Subcommittee on Roadway Safety Cultures where he presented the County TSAP during a webinar in October. He also attended the national conference in January. Program Coordinator, Patty McMillan, continues to serve on the Clackamas County Prevention Coalition, Vibrant Futures Coalition, TriMet Safety Education Committee and Metro Injury Professionals Coalition. This year, she was invited to serve on the County's Community Health Improvement subcommittee and the Oregon Health Authority Pedestrian Safety Subcommittee.

Education and outreach activities continue at schools, at summer lunch programs and during safety fairs. Collectively these events reach thousands of community members each year.

Safe Communities greatly appreciates the support of the Board of County Commissioners; Cam Gilmour, DTD Department Director; Oregon Department of Transportation's Transportation Safety Division; Safe Communities Advisory Board; and the Safe Communities Work Group. We look forward to 2013 being another significant year in traffic safety.

Respectfully submitted:


Janelle Meredith, Chair


Joseph F. Marek, PE, PTEO, Program Director

General Program Updates

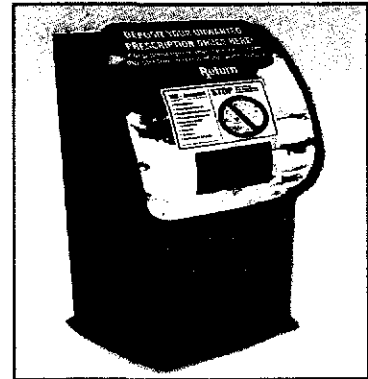
EDUCATION/OUTREACH:

Safe Communities continues outreach and education throughout Clackamas County. Our signature event, Safety Street at the Clackamas County Fair, was well attended, despite extreme weather, with an estimated attendance of 1,500 children driving the pedal cars and visiting safety booths. Safe Communities and the Traffic Safety Commission sponsored the Road and Safety Fair at Clackamas Town Center which was also well attended with an estimated 450 family members in attendance, nearly doubling 2011 attendance. Safety Street continues to gain popularity with agencies such as Clackamas Fire District #1, Hoodland Fire, Lake Oswego Parks and Recreation, and Canby Foursquare Church using the course at events and fairs.

School presentations continue to expand with Safe Communities safety driving presentations at Oregon City High School (where it is part of the Health II curriculum), Rex Putnam and Molalla High schools. Staff also presents at various middle and elementary schools and during summer lunch programs.

As mentioned in the Executive Summary, Safe Communities partnered with Clackamas County Dog Services on the "Buckle Your Pet" campaign focusing on the importance seat belt use for humans and harnesses for pets. Staff also worked with the Clackamas River Water district and the County Sheriff's Office Crime Prevention Unit on placing five new drug drop boxes and outreach materials. Keeping prescription and over-the-counter medications out of the water supply and away from youth will be more convenient for citizens who no longer need to wait for community

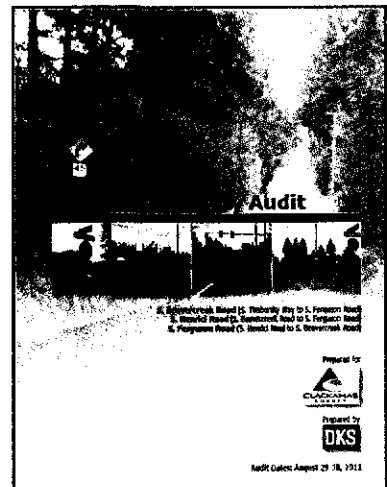
drop off events which typically take place once every six months.



ENGINEERING:

A 2012 milestone was the Beavercreek Road Safety Audit, the first funded through Safe Communities. This project was unique in its involvement of community members from the Beavercreek Hamlet. Collectively, staff from the Department of Transportation and Development, DKS Transportation Solution consultants and dedicated community members from the Hamlet completed this safety performance evaluation which covered roads including Beavercreek, Henrici and Ferguson. Improvements such as signage and vegetation control will take place as part of audit recommendations.

A data integration project started in 2012 and is expected to be complete in 2013. Staff from Transportation Engineering, Safe Communities and GIS are working on an integration tool which would "merge" crash data from the Oregon Department of Transportation and Clackamas County 9-1-1 Center (C-COM) for analysis and trending. After initial testing, new layers such as citation, alcohol density and ambulance transport data will be incorporated.



ENFORCEMENT:

Safe Communities continues work with the Sheriff's Office, local police departments and the Oregon Liquor Control Commission. Annual Spring Break alcohol compliance details were conducted on March 23rd and 24th with a 77% compliance rate, paralleling the rate for 2011. These details test vendor compliance as Sheriff's Cadets act as "decoys" attempting to purchase alcohol without identification or identification that shows them as minors. Safe Communities has supported these compliance details for the last four years with funding and outreach.



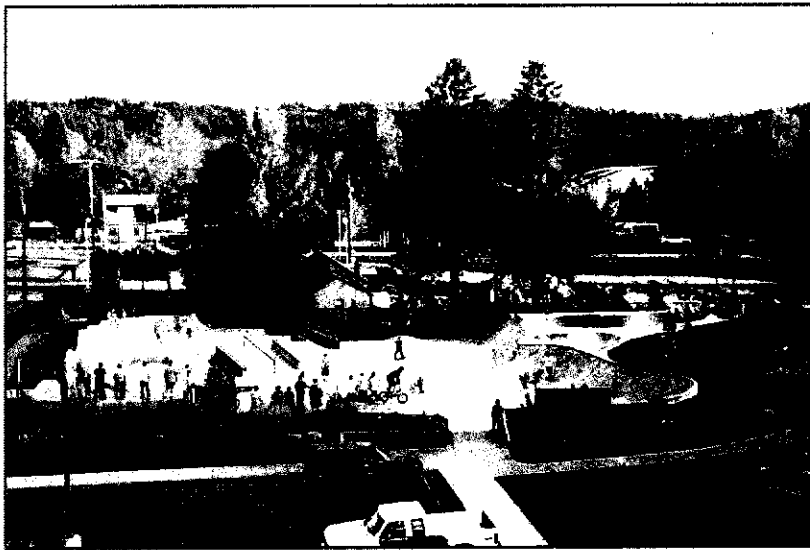
Deputy Mendoza briefing Cadets prior to the compliance details.

In fall 2012, the Advisory Board requested Safe Communities and the Sheriff's Office provide quarterly traffic safety updates to the Board of County Commissioners during study sessions and perhaps business meetings. These updates will begin in early 2013.

EMERGENCY MEDICAL SERVICES:

Emergency service providers such as American Medical Response and Clackamas Fire District #1 contribute staff time, data and services that support Safe Communities. These two agencies have participated in the Road and Safety Fair since its inception, providing education on risks such as water and fire safety. These agencies also participate in prevention activities at local high schools such as crash reenactments, classroom presentations, and safety events.

This year, Safe Communities supported Estacada Fire District #69, an active member on the Safe Communities Advisory Board, with 58 free helmets (9 donated by ThinkFirst) to be distributed at the grand opening of the new skate park.



Program Activities by Month:

January	TSAP Presentation at the Clackamas Law Enforcement Meeting.*
	Two (2) Safe Driving Presentations at Oregon City High School.
	Follow up meeting with Molalla Police Chief Rod Lucich.
	Safe Communities Work Group Meeting.
	Metro Injury Professionals (MIPP) Quarterly meeting.
February	Mt. Scott Elementary School – Safety Event.
	Meeting with Lake Oswego Police Chief Don Johnson.
	Driver Education Presentation – Canby.
	Safe Communities Work Group Meeting.
	DUII - City of Portland Subcommittee Meeting.
	TriMet Safety Education Committee Meeting.
March	Attended Driver Education Conference – Bend OR
	Driver Education Presentation – Oregon City.
	Presentation to Damascus/Gresham Area Kiwanis group.
	Metro Injury Professionals (MIPP) Quarterly meeting.
	Rex Putnam High School – 6 Safe Driving Presentations.
	Initial Planning Meeting - "Buckle Your Pet" Vehicle Wrap.
	Spring Break Alcohol Compliance Stings - March 23 & 24.
	Safe Communities Work Group Meeting.
April	Sandy Girl Scout Safety Badge event – Sandy High School.
	Vibrant Futures (Milwaukie Prevention Coalition) Town Hall focused on drug and alcohol prevention.
	County Health Fair – Distracted Driving Focus
	Safe Communities Work Group Meeting.
May	Molalla High School – 2 Safe Driving Presentations.
	Safe Communities supports Safe Kids Day at the Zoo.
	Safe Communities Advisory Board Meeting.
	Driver Education Presentation – Colton.
	Oregon City High School – 2 Safe Driving Presentations.
	TriMet Safety Education Committee Meeting.
	Pioneer Community Center – Safe Communities Donates Reflectors/Vests to Senior Walk Program.
	Clackamas Community College - Alcohol Awareness Event
	Safe Communities Work Group Meeting.
	Driver Education Presentation – Gladstone
	EnGage Community Forum – Senior Driver Presentation

June	Sunnyside Summer Camp - Safety Presentation.
	GARD Communications - Initial TSAP Planning Meeting.
	Safe Communities Work Group Meeting.
	Kraxberger Middle School - Summer Camp (Distracted Driving).
	Holcomb Summer Lunch Program - Safe Education.
	Safe Driving Articles featured in "Good Choices" - Clackamas Review.

July	Sunnyside Summer Camp - 2 Safety Presentations.
	"Get Ready for Your License" Presentation - Sabin Schellenberg.
	TSAP Presentation to Washington County TSC
	Metro Injury Professionals (MIPP) Quarterly meeting.
	TriMet Safety Education Committee Meeting.
	Safe Communities Work Group Meeting.
	Day in Damascus - Community Event - Safety Street
	Safe Communities Advisory Board Meeting.

August	Trolley Trail - Bike Event with NCPR
	Clackamas County Fair
	Road and Safety Fair at Clackamas Town Center

September	TSAP Study Session with the Board of Commissioners.
	Metro Injury Professionals (MIPP) Quarterly meeting.
	Safe Communities Work Group Meeting.

October	Oregon City High School - 5 Safe Driving Presentations.
	Driver Education Conference - Bend OR
	Oregon Health Authority - Pedestrian Subcommittee Meeting
	Safe Communities Work Group Meeting.
	Rex Putnam High School - 5 Safe Driving Presentations.
	Welches Middle School - Red Ribbon - Safe Driving Assembly.
	Molalla High School - Safe Driving Presentation
	TSAP Presentation to the TRB - Roadway Safety Culture Committee.

November	Safe Communities Advisory Board Meeting.
	Safe Communities Work Group Meeting.
	Juvenile Reception Recognition for Volunteers on Safety Street.

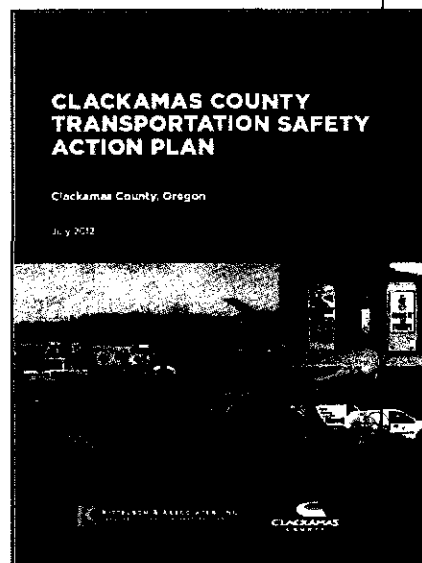
December	Safety Coordination Council - Portland
	Oregon Health Authority - Pedestrian Subcommittee Meeting
	Safe Communities Work Group Meeting.
	*BOLD - Indicates first time event

SPECIAL FEATURE:

Clackamas County Transportation Safety Action Plan

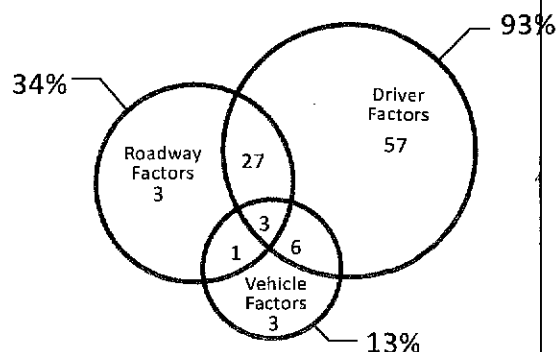
In May 2010, the CCSCP proposed to develop, adopt, and implement a countywide Transportation Safety Action Plan as part of a national and statewide effort to reduce injuries and fatalities due to vehicle crashes. The plan would be based in the 5E approach to traffic safety (Education, Emergency Medical Services, Enforcement, Engineering and Evaluation) with an ambitious goal to reduce fatal and serious injury crashes in the county by 50 percent in ten years.

The proposal was submitted to the Oregon Department of Transportation Traffic Safety Division where it was approved to be included in the FY 2011-12 Safe Communities grant packet. In October 2011, Safe Communities retained Kittelson and Associates, Inc., a Portland-based transportation, engineering and planning firm with a strong background in safety as project consultants. Kittelson worked with Safe Communities staff and partner agencies, the Traffic Safety Commission (acting as the public review body), and internal and external stakeholders on plan development. Given that there were no local TSAP templates, the effort was dubbed *the Journey of Discovery*.



Motor vehicle crashes involve multiple contributing factors including the driver, the roadway and the vehicle. While the roadway is a contributing factor in 34 percent of crashes, driver behavior is a contributing factor in over 90 percent of crashes.¹

This means we cannot “engineer” our way to safety; education and enforcement must be integrated into the strategy in order to have some measure of success. The last, and equally crucial, component needed in the plan is the emergency medical services that provide the last opportunity to improve health outcomes.



Source: Treat 1979

In order to adequately represent these important plan components and reach high-risk audiences such as youth drivers, the largely engineering-based project team worked with social service agencies such as the County's Children, Youth and Family Division and the Oregon Department of Human Services, as well as school and civic organizations. This unusual collaboration resulted in the creation of a comprehensive plan that is equally at home on the engineer's desk as on the social worker's desk.

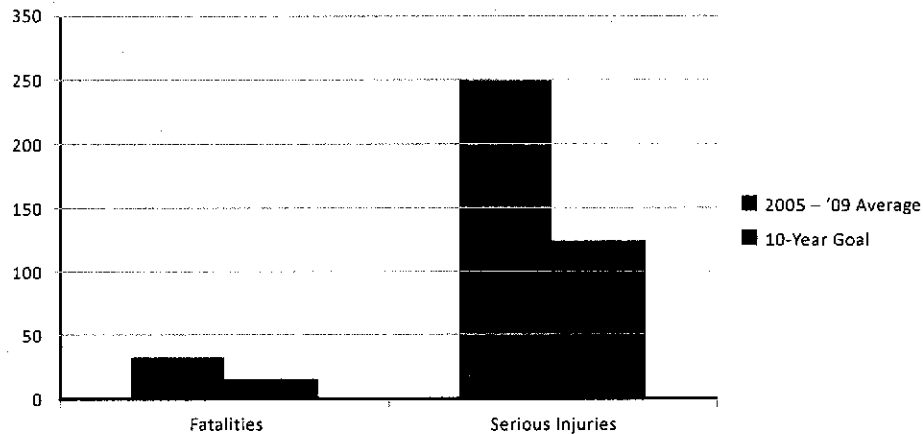
The plan also required input and involvement from a variety of local, regional and state stakeholders, including transit authorities, emergency service providers, school officials (at both the high school and college levels), the state liquor control agency, as well as state and city representatives.

Overall goals developed for the plan include:

As part of initiating a Safety Culture, the County will work collaboratively with state, regional and local agencies and County residents to reduce the number of fatalities and serious injuries on roadways in Clackamas County by one-half in the next 10 years. Based on the 2005-2009 average number of fatalities

¹ Highway Safety Manual – 1st Edition – Volume 1, Figure 3-3, page 3-7

and serious injuries due to crashes, this corresponds to saving 16 lives and preventing 125 serious injuries annually at the completion of the program.



Overall objectives developed for the plan include:

1. Setting the standard and foundation for developing a Safety Culture in Clackamas County
2. Aligning County departments and external safety groups to work towards common state, regional, county and city safety goals
3. Integrating roadway, safety and traffic data management sources
4. Integrating Highway Safety Manual principles

Moving the plan forward included developing a series of policy directions and action items focused on short term (1-2 years), mid-term (3-5 years) and long term (6+ years). These policies and action items will guide the County by laying the groundwork for reducing fatality and serious injury crashes and building a countywide Safety Culture.

The plan was completed in July 2012 and adopted by the Clackamas County Board of County Commissioners in November 2012. In addition to serving as a blueprint for increasing transportation safety throughout the County, the TSAP is also being used as a foundation document for the updated 20-year Clackamas County Transportation System Plan that is scheduled to be completed by the end of 2013.

Ultimately, the plan formalizes Clackamas County's commitment to traffic safety and raises the bar for success. In the short-term, the County has realized value with increased participation and sense of focus. The greatest success will be the lives saved and injuries averted in coming months and years for the children, families and visitors of Clackamas County.

Be Safe, Be Happy





8

MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

June 13, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2012-2013**

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$1,663,298.
Funding Source	Includes State Operating Grants, Revenue from Charges for Services and Miscellaneous.
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012, Supplemental Budget December 13, 2012 and June 6, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Behavioral Health Fund is recognizing Oregon Health Plan revenue and budgeting it in personnel services and materials and services for program expenses. This fund is also adjusting between expenditure categories in various programs to better align with most recent estimates.

The Community Health Fund is recognizing patient and insurance fee revenues and budgeting them in personnel services and materials and services reflecting increased patient visits in the clinics and jail.

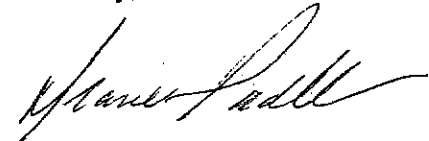
The effect of this Resolution is an increase in appropriations of \$1,663,298 including revenues as detailed below:

State Operating Grants	\$ 1,465,661.
Charge for Services	70,238.
Miscellaneous Revenue	127,399.
Total Recommended	<u>\$ 1,663,298.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Padilla". The signature is fluid and cursive, with a large initial "D" and a long, sweeping underline.

Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2012-13



Resolution No _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2012 through June 30, 2013, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 13, 2013.

WHEREAS; the funds being adjusted are:

- . Behavioral Health Fund
- . Community Health Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent change in appropriations for the period of July 1, 2012 through June 30, 2013.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 13, 2013

Recommended items by revenue source:

State Operating Grants	\$ 1,465,661.
Charges for Services	70,238.
Miscellaneous Revenue	<u>127,399.</u>
Total Recommended	<u>\$ 1,663,298.</u>

BEHAVIORAL HEALTH FUND

Revenue:	
State Operating Grants	\$ <u>1,465,661.</u>
Total Revenues	<u>\$ 1,465,661.</u>
Expense:	
Personnel Services	\$ 489,738.
Materials & Services	3,115,423.
Contingency	<u>(2,139,500.)</u>
Total Expenses	<u>\$ 1,465,661.</u>

Behavioral Health Fund is recognizing Oregon Health Plan revenue and budgeting it in personnel services and materials and services for program expenses. This fund is also adjusting between expenditure categories in various programs to better align with most recent estimates

COMMUNITY HEALTH FUND

Revenue:	
Charge for Services	\$ 70,238.
Miscellaneous Revenue	<u>127,399.</u>
Total Revenues	<u>\$ 197,637.</u>
Expense:	
Personnel Services	\$ 12,000.
Materials & Services	<u>185,637.</u>
Total Expenses	<u>\$ 197,637.</u>

Community Health Fund is recognizing patient and insurance fee revenues and budgeting them in personnel services and materials and services reflecting increased patient visits in the clinics and jail.

9



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 13, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2012-2013**

Purpose/Outcome	Budget changes for Clackamas County FY 2012-2013
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$590,352.
Funding Source	Includes Prior Year Revenue, Federal and State Operating Grants, Revenue from Local Government and Other Agencies.
Safety Impact	N/A
Duration	July 1, 2012-June 30, 2013
Previous Board Action/Review	Original Adopted Budget June 28, 2012, Supplemental Budget December 13, 2012 and June 6, 2013
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.326, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Community Health Fund is recognizing additional revenue from Medicaid Wrap Payments, Women, Infants and Children and School Based Health Center grants and budgeting it in personnel services and materials and services for program costs and contingency.

The effect of this Board Order is an increase in appropriations of \$590,352 including new revenues as detailed below:

Federal Operating Grants	\$ 43,353.
State Operating Grants	65,016.
Charge for Services	<u>481,983.</u>
Total Recommended	<u>\$ 590,352.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Padilla". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2012-13



Resolution No. _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2012 through June 30, 2013, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

. Community Health Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2012 through June 30, 2013.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Federal Operating Grants	\$	43,353.
State Operating Grants		65,016.
Charge for Services		<u>481,983.</u>
Total Recommended	\$	<u>590,352.</u>

COMMUNITY HEALTH FUND

Revenue:		
Federal Operating Grants	\$	43,353.
State Operating Grants		65,016.
Charge for Services		<u>481,983.</u>
Total	\$	<u>590,352.</u>
Expense:		
Personal Services	\$	338,335.
Materials and Services		192,017.
Contingency		<u>60,000.</u>
Total	\$	<u>590,352.</u>

Community Health Fund is recognizing additional revenue from Medicaid Wrap Payments, Women, Infants and Children and School Based Health Center grants and budgeting it in personnel services and materials and services for program costs and contingency.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

June 13, 2013

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

Development Agency Board
Clackamas County

Members of the Board:

Approving Disposition of
Development Agency Property on 92nd Avenue

Purpose/Outcome	The sale will remove surplus property from Development Agency ownership.
Dollar Amount and Fiscal Impact	The proposed offer on the house is \$181,000. Estimated value was \$169,000. Closing costs will be paid by buyer.
Funding Source	Private party purchasing property.
Safety Impact	None
Duration	Closing will be scheduled for late June 2013 pending Board approval.
Previous Board Action/Review	This item will be discussed at Executive Session on June 11, 2013.
Contact Person	Mary Anderson, Project Planner - Development Agency 503 742-4323

BACKGROUND:

The Development Agency purchased property at 10090 SE 92nd Avenue in 1999 as right-of-way for the Bob Schumacher/I-205 Frontage Road project (see Exhibit A). While a portion of the property was required for right-of-way purposes, the remainder of the property, including a residential home and accessory dwelling, was not impacted. The Agency retained the property, until the recent determination by the Transportation Engineering Division that no additional right-of-way was needed to accommodate future improvements to this intersection.

The Agency contracted with a realtor to handle the disposition of the property. The Agency has received two offers to purchase the property. The Agency has accepted the higher of the two offers, \$181,000, subject to approval by the Development Agency Board.

The attached Exhibit A shows the property, which consists of two residential homes: the larger at 1,352 square feet, and the smaller at 900 square feet, on an approximately .29 acre lot.

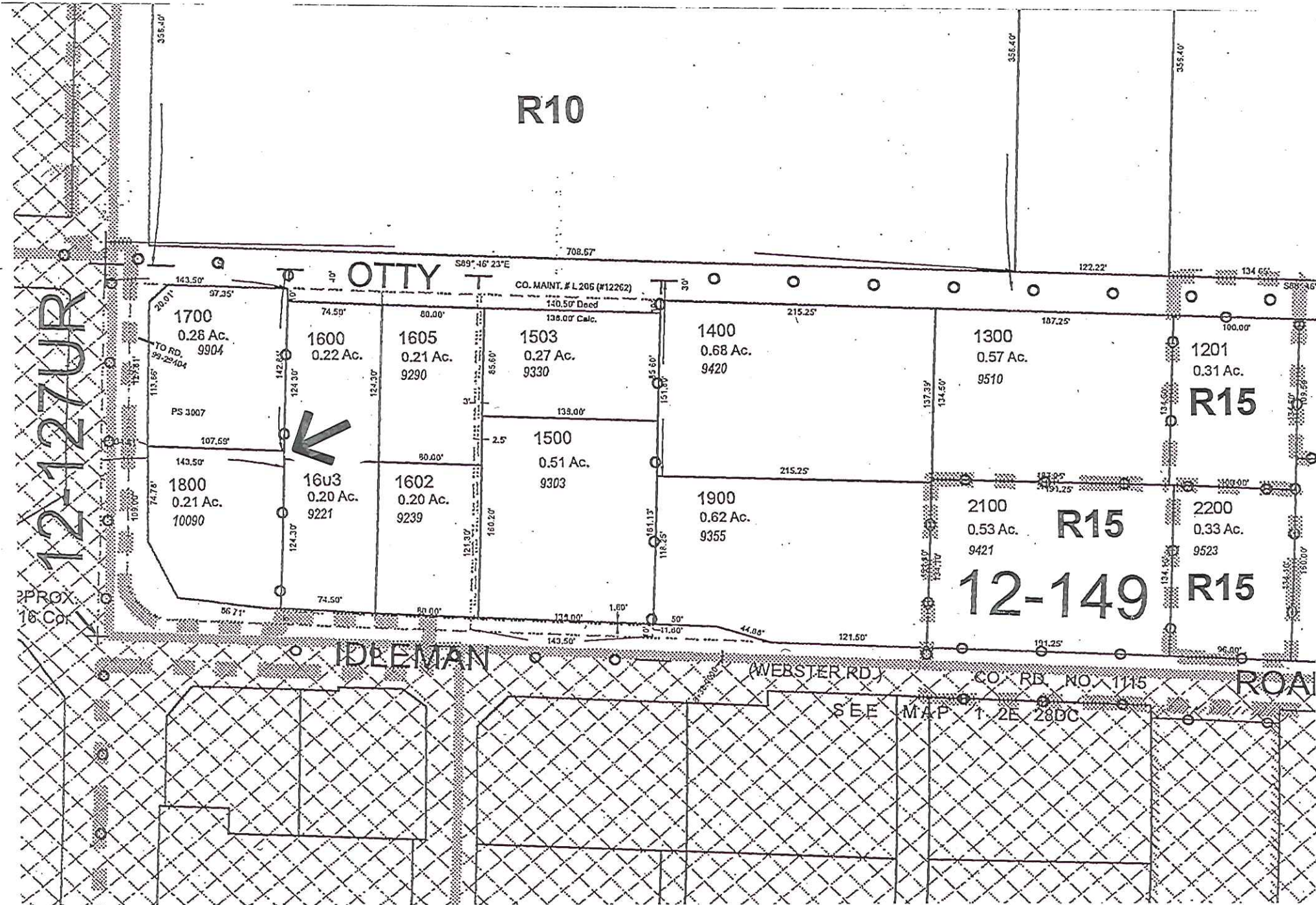
RECOMMENDATION:

Staff respectfully recommends that the Development Agency Board approve the disposition of property at 10900 SE 92nd Avenue, and delegate authority to staff to act on behalf of the Agency at closing

Respectfully submitted,

Mary Anderson
Development Agency Project Planner

ATTACHMENT "B"



ATTACHMENT "C"





Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

June 13, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Agreement Between
Clackamas County Service District No. 1 and Brown and Caldwell, Inc. for the
Clackamas County Kellogg WWTP Odor Study Follow-up

Purpose/Outcomes	Identify, evaluate, and develop cost estimates for alternative odor control strategies.
Dollar Amount and Fiscal Impact	The amendment is for an amount not to exceed \$96,433, for a total contract in the amount of \$129,785.00. The project will be funded from the Clackamas County Service District No. 1 FY 2013-14 annual operating budget. No impact to the County General Fund.
Funding Source	Clackamas County Service District No. 1 FY 2013-14 Annual Budget
Safety Impact	None
Duration	July 1, 2013 to December 31, 2013
Previous Board Action	None. Original contract for \$33,352.00 authorized by WES Director
Contact Person	Michael S. Kuenzi, WES Director – 503-742-4560
Contract No.	To be established

BACKGROUND:

The original agreement for \$33,352 was authorized on September 7, 2011 (the "Agreement"). The Agreement scope included an initial investigation of odor complaints received by WES in the area of the Kellogg Creek Water Pollution Control Plant in Milwaukie. Specifically, all information relevant to odor complaints was collected and reviewed. Odor production potential was assessed at the plant. Finally, odor sampling and analysis was performed at the plant.

The purpose of this amendment is to follow up the initial work under the Agreement by identifying a range of alternatives to better address odor issues at the plant, evaluating those alternatives, and finally developing cost estimates for each alternative. This effort is intended to support the work of the Good Neighbor Committee recently created by the City of Milwaukie to address odor issues at the plant.

Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.
150 Beaver Creek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

www.clackamas.us/wes/

RECOMMENDATION:

Staff respectfully recommends that:

1. The Board of County Commissioners, acting as the Board of Directors of Clackamas County Service District No. 1, approve the Amendment to the Clackamas County Kellogg WWTP Odor Study Follow-up Agreement between Clackamas County Service District No. 1 and Brown and Caldwell for an amount not to exceed \$96,433.00; and
2. The Director of Water Environment Services be authorized to execute the amendment between Clackamas County Service District No. 1 and Brown and Caldwell without further Board action.

Respectfully,

A handwritten signature in black ink, appearing to read 'Michael Kuenzi', with a long, sweeping flourish extending to the right.

Michael Kuenzi, PE
Director

**AMENDMENT No. 1
TO
AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

This AMENDMENT NO. 1 to the AGREEMENT TO FURNISH PROFESSIONAL SERVICES (this "Amendment No. 1") is made and entered into on June __, 2013, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO.1 ("District"), and Brown and Caldwell, Inc., a California corporation ("Consultant") for performing professional services for Clackamas County Kellogg WWTP Odor Study Follow-Up, hereinafter referred to as the "Project."

WHEREAS, the parties entered into that certain Agreement to Furnish Services dated September 7, 2011 for Clackamas County Kellogg WWTP Odor Study (the "Agreement"); and

WHEREAS, the parties desire to continue and extend the services provided under the Agreement by expanding the arrangement to include additional services for identifying and evaluating possible odor control projects, in addition to increasing the maximum compensation contained therein;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect an increase in total compensation for additional services rendered, the Agreement's Paragraph 5.5.1 is hereby replaced in its entirety with:

5.1.1 The DISTRICT agrees to pay the CONSULTANT an amount equal to ninety-six thousand four hundred thirty-three dollars and 00/100 (\$96,433.00) for the Services upon achievement of milestones set forth in the Schedule. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed one hundred twenty-nine thousand seven hundred and eighty-five dollars and 00/100 (\$129,785.00) without prior written approval of the District.

2. To reflect an increase in the project scope, Exhibit A is hereby amended to include the additional services described in Attachment A, attached hereto and incorporated therein:

See Attachment A attached.

3. The District and the Consultant ratify the remainder of the Agreement and affirm that no other changes are made hereby.

In witness thereof, the parties execute this Amendment No. 1 as of the date set forth above.

CONSULTANT

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

Bank Paul
[Authorized Signatory]

Michael S. Kuenzi, Director

6500 SW Macadam Ave. Suite 200
Address

Date

Portland OR 97239
City, State, Zip Code

94-1246346
Federal Tax ID Number

5/30/13
Date

Amendment 1 - Scope

Clackamas County Kellogg WWTP Odor Study Follow-up

A scope of work for Amendment 1 to the Kellogg WWTP Odor Study Follow-up project is provided below. This scope allows for the development and evaluation of odor control alternatives.

Phase 400 - Alternative Development and Analysis

Task 4.01 Alternative Development Meeting

Objective: To identify suite of odor control alternatives to be developed and analyzed.

Activities: This task includes the following activities:

- BC will review previous odor study findings and identify initial list of odor control alternatives that could be considered.
- A simple presentation will be developed outlining initial list of alternatives that could be considered.
- A meeting with WES staff will be facilitated and odor control technologies will be brainstormed for further evaluation. Up to five alternatives will be identified for evaluation. Based on previous exploration, potential alternatives could include the following:
 - Installation of interlocks to ensure that the foul air line is operating before biosolids loading occurs.
 - Enclosing biosolids load out facility entirely and adding associated odor control technologies.
 - Greatly reduce the quantity of solids to be loaded by installing dewatering at the facility in an enclosed space and providing odor treatment equipment. (This will also reduce truck traffic into and out of the facility.)
 - Cover and treat air off the remainder of the aeration basins.
 - Enclose all process units at the facility.
- A brief meeting summary will be prepared that documents brainstorming and alternatives to be considered.

Deliverables: This task includes the following deliverables:

- Odor brainstorming presentation
- Meeting summary

WES responsibilities:

- Participate in odor technologies brainstorming meeting.

Task 4.02 Develop Odor Control Options and Cost

Objective: To evaluate and develop costs for the identified odor control strategies.

Activities: This task includes the following activities:

- Collect manufacturer information on technologies associated with the identified alternatives.
- Develop site footprints for alternatives identified.
- Develop capital costs for alternatives.
- Developed O&M costs for alternatives.
- Develop present worth for alternatives
- Two site visits during evaluation phase are included to allow for proper development of the alternatives.
- Findings will be summarized in a PowerPoint presentation.
- A brief meeting will be facilitated to review results.
- A meeting summary will be prepared.

Deliverables: This task includes the following deliverables:

- Evaluation results presentation
- Meeting summary

WES responsibilities:

- Allow access to site and answer questions as necessary.
- Attend evaluation results meeting

Task 4.03 Develop Technical Memorandum

Objective: To document the evaluation results.

Activities: This task includes the following activities:

- Prepare draft technical memorandum.
- Facilitate meeting with WES to review the draft technical memorandum.
- Prepare brief meeting summary
- Finalize technical memorandum based on WES comments.

Deliverables: This task includes the following deliverables:

- Draft and Final Technical Memorandum
- Meeting summary

WES responsibilities:

- Review and provide comments on draft technical memorandum.
- Attend review meeting

Project Management

Task 100 Project Management Activities

- Coordinate activities to meet the project goals and schedule.
- Communicate regularly with WES regarding project status.
- Provide regular status reports to WES.
- Update Project Management Plan.
- Manage overall contract and scope and budget modifications.

Deliverables: Monthly invoices and project status reports

**Clackamas County - Kellogg WWTP Odor Study Follow-up Project
 Clackamas County Service District No. 1
 Amendment 1 Budget**

Code	Description	Fiscal Year											Total Labor Hours	Total Labor Cost	Direct Costs	Total Effort
		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027				
400	Alternative Development Meeting	9	14	0	0	21	0	1	0	0	0	6	51	\$9,687	\$40	\$9,727
401	Develop Odor Cntrl Options and Cost	22	66	0	32	135	10	1	0	2	4	4	276	\$51,719	\$120	\$51,839
402	Develop Technical Memorandum	18	32	0	0	71	0	7	6	0	6	8	148	\$26,267	\$40	\$26,307
100	Project Management	32	0	16	0	0	0	0	0	0	0	0	48	\$8,560	\$0	\$8,560
*																
GRAND TOTAL		81	112	16	32	227	10	9	6	2	10	18	523	\$96,233	\$200	\$96,433