



AGENDA

***Revised**

Thursday, May 17, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-343434

I. CALL TO ORDER

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

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PUBLIC 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. First Reading of Ordinance No. ____ Amending Chapter 2.07 of the Clackamas County Code (Scott Caufield, Dept. of Transportation & Development, Rhett Tatum, County Counsel)

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

Department of Transportation and Development

REMOVED - this item will be on the May 31, 2012 Agenda

1. Accepting the Clackamas County Traffic Safety Commission 2011 Annual Report (Joe Marek, County Engineering)

WATER ENVIRONMENT SERVICES

2. Approval of a Memorandum of Understanding between Clackamas County Service District No. 1 and the City of Milwaukie Regarding Terms for Long Term Wastewater Service Agreements (Chris Storey, County Counsel)

V. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Contract Amendment with Carleton Hart Architecture for Architectural Services for the Rehabilitation of Easton Ridge

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 an Intergovernmental Agreement amendment #2 with the City of Canby/Canby Adult Center to provide Social Services for Clackamas County Residents - ss
2. Approval of the Agency Services Amendment #2 with the Friends of Estacada Community Center to provide Social Services for Clackamas County Residents - ss
3. Approval of Amendment #1 to Intergovernmental Agreement#136598 with The State of Oregon, Department of Human Services, Senior and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over - ss
4. Approval of a Residential Treatment Services Agreement with Cascadia Behavioral Healthcare for Community Mental Health Provider Services – BH
5. Board Order No. _____ Approval of Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 - BH

B. Department of Transportation & Development

1. Approval of a Contract with K&E Excavating, Inc. for the Rock Creek/Barlow Road Bank Rehabilitation Project
- *2. Board Order No. _____ Approving the Vacation of a Portion of Easy Street (P7048) in the Plat of Mt. Hood Wildwood

C. County Administration

1. Approval of a Purchase and Sale Agreement between Clackamas County and Clackamas County Services District No. 1 for the Purchase of the Service District's Interest in the Building Formerly known as the Sunnybrook Service Center

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – bcc

E. Department of Employee Services

1. Approval and Adoption of the 2012 Clackamas County Affirmative Action Plan Hiring Goals

F. Public and Government Affairs

1. Board Order No. _____ for Renewal of the Cable Franchise Agreement for Use of the County Right-of-Way by Colton Telephone Company, and Oregon Cooperative, DBA ColtonTel - CABLE

G. Business & Community Services

1. Authorizing the Director of Business and Community Services or Designee to Sign and Execute Documents Relating to the Exchange of the County's Hunchback Mountain Property

H. Department of Finance

1. Amendment to the Intergovernmental Lease Agreement between Clackamas County and the State of Oregon, North Willamette Research and Extension Center

I. County Counsel

- *1. Approval of a Right-of-Way and Road Use Agreement with the Department of the Interior Bureau of Land Management

VII. WATER ENVIRONMENT SERVICES

1. Approval of a Purchase and Sale Agreement between Clackamas County and Clackamas County Services District No. 1 for the Purchase of the Service District's Interest in the Building Formerly known as the Sunnybrook Service Center

VIII. COUNTY ADMINISTRATOR UPDATE

IX . 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/>



1
SCOTT CAUFIELD
BUILDING CODES ADMINISTRATOR

BUILDING CODES DIVISION

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

May 17, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**First Reading of an Ordinance Amending Chapter 2.07
of the Clackamas County Code**

Following a study session on October 25, 2011 the Board directed DTD to proceed with a number of changes to the County's Code enforcement program. The proposed changes were developed after a community outreach effort.

On April 24, 2012 the Board held a follow-up study session on the remaining changes which require an amendment to Chapter 2.07 of the County Code. The Board indicated staff should move forward with all the changes except for an amendment creating CCC 2.07.030(D)(5) authorizing staff to seek an administrative warrant. The draft before you does not include the administrative warrant provision. As requested by the Board, staff is working to draft a policy regarding administrative warrants and will return at a later date to ask for that authority.

Since the April 24 study session, staff also received suggestions on the proposed draft from County's Code Enforcement Hearings Officer. The hearings officer was supportive of the proposed changes and proposed six additional changes to clarify the code and make it more consistent with current practice. None of those changes expand the power of the hearings officer or code enforcement staff and have been incorporated.

The proposed amendments would:

- (1) Rename the chapter as the "Code Enforcement" chapter of the code.
- (2) Establish a \$75 dollar a month administrative fee from the date the violation is established until the date it is abated to encourage compliance.
- (3) Clarify that the county may collect fines and fees assessed by the Compliance Hearings Officer through garnishment, which requires a circuit court action.

- (4) Remove the provisions outlining the voluntary compliance agreement. Although staff will continue to work towards voluntary compliance, the procedure outlined in the code is rarely utilized and creates an additional step to achieve compliance.
- (5) Revise the hearings officer procedure to reflect actual practice; specifically, the sequence of issuing continuing and then final orders.
- (6) Standardize, reorganize and clarify the language used throughout the chapter.

Recommendation

Staff respectfully recommends the Board of County Commissioners read the proposed Ordinance by title only and hold a second reading scheduled for June 14, 2012.

Sincerely,



Scott Caufield, CBO
Building Codes Administrator

For information on this issue or copies of attachments,
please contact Scott Caufield at 503-742-4747

ORDINANCE NO. _____

An Ordinance Amending Chapter 2.07, Compliance Hearings Officer.

WHEREAS, over time it has become necessary to make changes to the County's code enforcement program; and

WHEREAS, following public outreach, the Board of County Commissioners directed staff to identify and propose those changes; and

WHEREAS, as part of its review, County code enforcement staff identified changes to Chapter 2.07 of the Clackamas County Code that would improve the consistency and clarity of that chapter; and

WHEREAS, many fines and fees go unpaid because code enforcement staff do not have adequate authority to collect them; and

WHEREAS, granting code enforcement staff the authority to collect fines and fees by all lawful means will increase compliance and make the County's code enforcement program more financially sustainable; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Chapter 2.07 of the Clackamas County Code is hereby amended as shown in Exhibit A attached hereto.

ADOPTED this 14th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 2.07

2.07 COMPLIANCE CODE ENFORCEMENT HEARINGS OFFICER

2.07.010 Philosophy and Purpose

Clackamas County's philosophy on code enforcement is to consistently promote a safe and healthy community that will protect property values, enhance livability, and preserve the natural resources of our County through prompt, fair, and equitable enforcement of County codes and ordinances. first take the approach of voluntary compliance and use an enforcement approach only as a last resort. To implement this philosophy, a protocol has been developed as the basis for the enforcement of the code. The approach is to develop solutions based on individual situations and provide broad-based public education. The assumption of the Board of Commissioners is that education of citizens regarding the requirements of our codes will solve most issues and our contacts with affected citizens will be to take an understanding and helpful approach to resolving potential enforcement issues. The above paragraph should reflect the new philosophy.

The purpose of this chapter is to implement this philosophy and provide the prompt, effective, and efficient enforcement of the Clackamas County Zoning and Development Ordinance and the following chapters of this code: the Clackamas County Solid Waste and Waste Management chapter, the Application and Enforcement of the Clackamas County Building Code chapter, specifically including all administrative rules and referenced provisions of Section 9.02.040 of that chapter, the Excavation and Grading chapter, the Road Use chapter, and the Abatement of Dangerous Buildings chapter, and the Graffiti chapter. The Office of Compliance Hearings Officer is hereby created. The Compliance Hearings Officer shall act on behalf of the Board of County Commissioners in considering and applying regulatory enactments and policies set forth in this chapter. The Compliance Hearings Officer shall be appointed by the Board of County Commissioners to serve at the pleasure of, and shall be paid a fee for service fixed by, the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2000, 10/12/00; Amended by Ord. 4-2003, 3/13/03; Amended by Ord. 07-2008, 12/18/08]

2.07.020 Jurisdiction Of Compliance Hearings Officer

The Compliance Hearings Officer shall have jurisdiction and authority to enforce the chapters cited in Section 2.07.010. ~~In cases filed by the County with the Compliance Hearings Officer, the Compliance Hearings Officer's decision shall be the County's final determination. Judicial review of the Hearing Officer's decision may be sought before the Clackamas County Circuit Court as provided by Section 2.07.130.~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 42003, 3/13/03]

2.07.030 Process for Enforcement of Code

A. Review of Reports - Sufficiency

1. ~~Statement of Facts.~~ When an alleged violation is reported to the County, staff shall evaluate the complaint and conduct a preliminary investigation to identify the priority level, established by policy of the Board of County Commissioners, into which the violation falls. ~~The County shall prepare a statement of the facts and shall review the facts and circumstances surrounding the alleged violation.~~
2. ~~Sufficiency of Evidence.~~ The County shall not proceed further with the matter if it is determined that there is not probable cause sufficient evidence to support the allegation, or if the County determines that it is not in the best interest of the County to proceed. [Added by Ord. 4-2003, 3/13/03]

~~B. Voluntary Compliance Agreement.~~

1. ~~The County may enter into a written voluntary compliance agreement with respondent before or after a citation is issued. The agreement shall include the required corrective action, time limits for compliance and shall be binding.~~
2. ~~The fact that a person alleged to have committed a violation enters into a voluntary compliance agreement shall not be considered an admission of having committed the violation for any purpose.~~
3. ~~The County will delay further processing of the alleged violation during the time allowed in the voluntary compliance agreement for the completion of the required corrective action. The County shall take no further action concerning the alleged violation if all terms of the voluntary compliance agreement are satisfied, other than steps necessary to terminate the proceedings against respondent. [Added by Ord. 4 2003, 3/13/03]~~

~~C. Failure to Comply with Voluntary Compliance Agreement. Failure to comply with any term of the voluntary compliance agreement constitutes a separate violation, and shall be handled in accordance with the procedures established by this chapter, except no further notice after the voluntary compliance agreement has been signed need be given before further enforcement proceedings are initiated. The County may also proceed on the alleged violation that gave rise to the voluntary compliance agreement. [Added by Ord. 4-2003, 3/13/03]~~

D. Citation and, Fine and Administrative Fees ~~Forfeiture~~; Abatement Requirements.

1. The County may issue respondent a citation for committing failing to correct the violation and may will require the respondent to abate the violation and/or enter into a ~~voluntary compliance agreement~~ within a specified time period. The citation shall contain the same information required to be included in the complaint by section 2.07.040, and the ~~forfeiture~~ fine amount to be paid as a result of committing the violation.
2. Respondent may admit the existence of a violation by paying the ~~forfeiture amount~~ fine and correcting the violation. Payment of the ~~forfeiture~~ fine does not relieve respondent of the requirement to correct the violation. If the violation is disputed, respondent may request a hearing before the Compliance Hearings Officer, as described in this chapter.
3. Citations may be served either by personal service on respondent. ~~Citations may also be served~~ or by certified mail, return receipt requested through the United States Postal Service.

4. The County, in its discretion, may proceed directly into the state court system in any matter to secure compliance with the requirements of this Code.

[Added by Ord. 4-2003, 3/13/03]

E. Administrative Fee

Beginning on the date that the County verifies a violation, it may charge respondent(s) an administrative fee every 30 days until the violation is abated. The administrative fee is set by resolution of the Board of County Commissioners and found in Appendix A to this code.

EF. Immediate Remedial Action

If the County determines that the alleged violation presents an immediate danger to the public health, safety or welfare, the County may require immediate remedial action. If the County is unable to serve a citation on the respondent, or, if after such service the respondent refuses or is unable to remedy the violation, the County may proceed to remedy the violation by any means available under law. [Added by Ord. 4-2003, 3/13/03]

2.07.040 Request For Hearing and Initiation of Proceedings

A. Respondent may initiate a proceeding before the Compliance Hearings Officer by providing a written request for a hearing within 105 calendar days of receiving a citation. If a request for a hearing is filed, the County shall file a complaint with the Compliance Hearings Officer.

~~B. If a request for a hearing is filed, the County shall file a complaint with the Compliance Hearings Officer.~~ The County may, for any violation, file a complaint with the Compliance Hearings Officer before or after a citation is issued. The complaint shall contain the following: name and address of the respondent(s); address or location of the alleged violation; nature of violation, including ordinance provision, County Code provisions, statute or administrative rules section violated; relief sought; and department initiating procedure. Employees of the County's Department of Transportation and Development are authorized to sign and file complaints on behalf of the County.

~~B. In a case in which a citation has been issued and the respondent does not wish to contest the existence of the violation and there is economic or financial hardship, respondent may appeal only the forfeiture amount imposed by the citation by initiating a proceeding before the Compliance Hearings Officer. The only issue before the Compliance Hearings Officer in such a proceeding is whether the respondent establishes sufficient economic or financial hardship to justify reduction of the forfeiture amount.~~

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

2.07.050 Notice of Hearing

A. The notice shall contain a statement of the time, date, and place of the hearing. A copy of the Complaint and the Statement of Rights described in Section 2.07.060 shall be attached to the notice. Notice shall be mailed or delivered at least 15 calendar days prior to the hearing date.

B. ~~The Compliance Hearings Officer~~ Code Enforcement staff shall give respondent(s) notice of the hearing. ~~cause notice of the hearing to be given to the respondent(s) either personally or by registered certified mail with return receipt requested.~~ Notice may be

delivered to the property or to the mailing address of the owner of the property as listed on the County tax roll. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail.

- C. The failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

2.07.060 Statement of Rights

- A. The Compliance Hearings Officer shall inform each party ~~in writing of the~~ following matters:
1. A general description of the hearing procedure including the order of presentation of evidence, what kinds of evidence are admissible, whether objections may be made to the introduction of evidence and what kind of objections may be made, and an explanation of the burdens of proof or burdens of production of evidence;
 2. Any conflicts of interest and the substance of any written or oral ex parte communications made to the Compliance Hearings Officer on a fact in issue during the pendency of the proceedings. The Compliance Hearings Officer shall notify the parties of the communication and of their right to rebut such communications;
 23. That a record shall be made of the proceedings and the manner of making the record and its availability to the parties;
 34. The function of the record-making with respect to the perpetuation of the testimony and evidence and with respect to any appeal from the order of the Compliance Hearings Officer;
 4. ~~Whether an attorney will represent the County in the matters to be heard and the respondent's right to be represented by an attorney at their expense;~~
 5. The title and function of the Compliance Hearings Officer, including the effect and authority of the Compliance Hearings Officer's determination; and,
 6. That the decision of the Compliance Hearings Officer may be appealed as described in Section 2.07.130, and that the appellant shall pay all costs of the appeal including costs for preparation of a transcript.
- B. The failure to give notice of any item specified in Subsection A of this Section shall not invalidate any order of the Compliance Hearings Officer unless on review a court finds that the failure affects the substantive rights of one of the parties. In the event of such a finding, the court shall remand the matter to the Compliance Hearings Officer for a reopening of the hearing and shall direct the Compliance Hearings Officer as to what steps shall be taken to remedy any prejudice to the rights of any party.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

2.07.070 Procedure In Compliance Hearings

- A. Hearings to determine whether a violation has occurred shall be held before the Compliance Hearings Officer. The County must prove the violation alleged by a preponderance of the admissible evidence.

- B. Unless precluded by law, informal disposition of any proceeding may be made, with or without a hearing, by stipulation, consent order, agreed settlement, or default.
- C. A Party-party may elect to be represented by counsel at his or her own expense and to respond to and present evidence and argument on all issues involved.
- D. A Party-party may request that a hearing be held telephonically. The Compliance Hearings Officer has the discretion to grant or deny a request for a telephonic hearing for any reason.
- E. A Party-party may request that an appeal to the Compliance Hearings Officer be conducted solely based on written submissions by the parties, without a hearing. The Compliance Hearings Officer may grant a request for appeal based only on written submissions if, and only if, all parties agree in writing to waive a hearing and to proceed through written submission only.
- F. An order adverse to a party may be issued upon default only upon a prima facie case made on the record before the Compliance Hearings Officer.
- G. Testimony shall be taken upon oath or affirmation of the witness. The Compliance Hearings Officer may administer oaths or affirmations to witnesses.
- H. The Compliance Hearings Officer shall ~~may~~ issue subpoenas to any party upon showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the County, shall receive fees and mileage as prescribed by law for witnesses in civil actions from the party requesting their testimony. Any party requesting the issuance of a subpoena shall pay applicable fees and mileage at the time the issuance of a subpoena is requested.
- I. If any person fails to comply with any subpoena so issued, or any party or witness refuses to testify on any matters on which he/ or she may be lawfully interrogated, a judge of the Circuit Court for Clackamas County, on the application of the ~~Compliance Hearings Officer, or of the party requesting the issuance of the subpoena,~~ may compel obedience by proceedings for ~~Contempt~~ contempt as in the case of disobedience of the requirements of subpoena issued from such court or a refusal to testify therein.
- J. ~~The Compliance Hearings Officer shall place on the record a statement of the substance of any written or oral ex parte communications made to the Compliance Hearings Officer on a fact in issue during the pendency of the proceedings. The Compliance Hearings Officer shall notify the parties of the communication and of their right to rebut such communications.~~
- KJ. The record of the case shall include:
 1. All pleadings, motions, and intermediate rulings;
 2. Evidence received;
 3. Stipulations;
 4. A statement of matters officially noticed;
 5. Questions and offers of proof, objections, and ruling thereon;
 6. A statement of any ex parte communications on a fact in issue made to the Compliance Hearings Officer during the pendency of the proceedings;
 7. Proposed findings and exceptions; and
 8. ~~The All continuing order and final orders~~ prepared by the Compliance Hearings Officer.
- LK. A verbatim, written or mechanical record shall be made on all motions, rulings, and testimony. The record need not be transcribed unless requested for purposes of court

review. The ~~Compliance Hearings Officer~~ County shall charge the party requesting transcription the cost of transcription in advance. Failure to pay the transcription fees shall constitute a separate ground for denial of review of the decision of the Hearings Officer.

ML. Enforcement proceedings before the Compliance Hearings Officer shall be conducted in accordance with the procedure set forth in this Chapter. The Compliance Hearings Officer may promulgate reasonable rules and regulations, not inconsistent with this Chapter, concerning procedure and the conduct of hearings.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

2.07.080 Presentation of Evidence

- A. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. Erroneous rulings on evidence shall not preclude action by the Compliance Hearings Officer unless shown on the record to have substantially prejudiced the rights of a party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. The Compliance Hearings Officer shall give effect to the rules of privilege recognized by law.
- B. All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in Subsection D of this Section, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies or excerpts or by incorporation by reference. The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position.
- C. Every party shall have the right of cross-examination of witnesses who testify and shall have the right to submit rebuttal evidence.
- D. The Compliance Hearings Officer may take notice of judicially recognizable facts, and the Compliance Hearings Officer may take official notice of general, technical, or scientific facts within the specialized knowledge of County employees. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision, of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/3/03]

2.07.090 Powers Of The Compliance Hearings Officer

- A. The Compliance Hearings Officer shall order a party found in violation to comply within such time as the Compliance Hearings Officer may by order allow. The order may require such party to do any and all of the following:
 - 1. Make any and all necessary repairs, modifications, and/or improvements- to the structure, real property, or equipment involved;
 - 2. Obtain any and all necessary permits, inspections and approvals;
 - 3. Order compliance as appropriate under the State Building Code, as defined in ORS 455.010(8);
 - 4. Install any equipment necessary to achieve compliance;
 - 5. Be permanently enjoined from committing the same violation in the future;

- 56. Pay to Clackamas County a civil penalty, the amount of which shall be determined by the Compliance Hearings Officer within the range established by the Board of County Commissioners pursuant to Section 2.07.120;
- 6. ~~Reimburse Clackamas County for actual costs incurred in conjunction with the enforcement action;~~
- 7. Pay any accumulated administrative compliance fees established by the Board of County Commissioners pursuant to Section 1.01.090, which will be an estimated amount of the cost of enforcement, not to exceed actual cost;
- ~~8. Order the eviction of any tenant from any property on which there exists a violation. Such an eviction will be performed in compliance with Oregon law;~~
- 89. Abate or remove any nuisance;
- 940. Change the use of the building, structure, or real property involved;
- 1044. Pay a reduced forfeiture ~~fine~~ amount;
- 1142. Undertake any other action reasonably necessary to correct the violation.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10]

2.07.100 Orders Of The Compliance Hearings Officer

- A. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
- B. Findings of fact and conclusions of law shall accompany a continuing ~~final~~ order. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the Compliance Hearings Officer's order.
- C. The Compliance Hearings Officer shall notify the respondent of a continuing ~~final~~ order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the respondent or, if applicable, the respondent's attorney of record.
- D. ~~After issuing a continuing order and following a reasonable opportunity to abate any violations, the Compliance Hearings Officer shall issue a final order and notify the respondent(s) by the same means described in Subsection C of this Section. The Compliance Hearings Officer shall also issue a final order within 1415 days of being notified by the County determining that the violation has been abated or that the case is proceeding to circuit court, within 14 days from the conclusion of the hearing.~~
- DE. Every final order shall include a citation of the ordinance or title, chapter and section under which the order may be judicially reviewed.
- EF. A final order shall become effective ~~ten~~ 10 calendar days after the date it is signed by the Compliance Hearings Officer, ~~unless a party makes objections to the form of the order before it becomes effective. Before the final order becomes effective, any party may object to its form by notifying the Compliance Hearings Officer and any other party of the objection in writing.~~ If objections are made, the final order shall become effective on the date the Compliance Hearings Officer signs the amended final order, or the date the Compliance Hearings Officer states in writing that the final order will not be amended.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

2.07.110 Enforcement Of Compliance Hearings Officer Orders

- A. Fines and costs are payable upon the effective date of the final order declaring the fine and costs. Fines and costs under this Chapter are a debt owing to the County, pursuant to ORS 30.460, and may be collected in the same manner as any other debt allowed by law. If fines or costs are not paid within 60 days after payment is ordered, the County may file and record the order for payment in the County Clerk Lien Record.
- B. The County may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of the Compliance Hearings Officer, including, an action to obtain judgment for any civil penalty imposed by an order of the Compliance Hearings Office pursuant to Section 2.07.090.5 and/or any assessment for costs and administrative compliance fees imposed pursuant to Sections 2.07.090.A.6 and 2.07.090.A.7.
- C. The County may collect money awarded to it in a final order of the Compliance Hearings Officer or judicial judgment by any lawful means, including garnishment.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

2.07.120-2.07.120 Civil Penalty Fines

A. The civil penalties fines for this chapter of the Code, that may be imposed by the Compliance Hearings Officer, shall be set by resolution of the Board of County Commissioners and are found in Appendix B of this code.

A-B. As used in this section, fines shall include civil penalties authorized by state law.

[Added by Ord. 04-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10]

2.07.130 Judicial Review

Review of the final order of a Compliance Hearings Officer under this Chapter by any aggrieved party, including Clackamas County, shall be by writ of review as provided in ORS 34.010 - 34.100, unless the Hearings Officer makes a land use decision, in which case the land use decision may be reviewed by the Land Use Board of Appeals pursuant to ORS Chapter 197.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]



REMOVED

This item will be on
the May 31, 2012 Agenda

2

Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 17, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Accepting the Traffic Safety Commission's 2011 Annual Report

Attached please find the 2011 Traffic Safety Commission (TSC) annual report. The listed highlights and projects have been completed because of the energy and dedication of this very active group of citizens.

The TSC are very committed to the safety of the County's transportation system and have dedicated countless time, effort and expertise in their roles as members of this commission. They share in Clackamas County's firm belief that citizens can play an important part in the development of policies and programs for traffic safety in our County.

This resolution has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board of County Commissioners accept the Traffic Safety Commission's annual report for 2011.

Sincerely,

Cam Gilmour
Director

For information on this issue or copies of attachments
please contact Joseph Marek at 503-742-4705



TRAFFIC SAFETY COMMISSION

ANNUAL REPORT 2011

*"Celebrating 31 Years of
Traffic Safety Advocacy"*



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

2011 TRAFFIC SAFETY COMMISSION ANNUAL REPORT EXECUTIVE SUMMARY

The Clackamas County Traffic Safety Commission is pleased to submit its 2011 Annual Report summarizing the efforts of this citizen commission which is now in its 31st year. Promoting traffic safety and providing recommendations to the Traffic Engineering Department and the Board of County Commissioners has been the key role for this volunteer citizen commission since its formation in 1980. During 2011, the commission's twelve members dedicated approximately 400 hours of their time towards a variety of traffic safety causes.

The TSC, in cooperation with Clackamas County Safe Communities and the Happy Valley Traffic and Safety Committee, had the opportunity to partner with the Clackamas Town Center and conduct a Roadway Safety Fair in August. Event success is attributed to our 20 plus safety partners with more than 100 volunteers who provided safety education and fun for approximately 400 people. Nearly 100 kids drove through Safety Street to learn about pedestrian safety and traffic laws. County departments represented included Dog Services, Transportation Maintenance and the 911 Center. From the Sheriff's Office, we were fortunate to have Crime Prevention, Incident Management, the Dive Rescue Unit and the Sheriff's Posse with their horses. Additional safety advocacy groups from the community also participated to make this a successful event that we hope to continue annually.


Another important annual event for the TSC was staffing a safety booth at the 2011 Clackamas County Fair answering traffic safety questions, distributing safety materials and reflectorized stickers for bicycles, helmets and people. TSC members coordinated to provide nearly 100 percent coverage of the TSC booth for the duration of the County Fair, a very impressive demonstration of their commitment to safety.

The TSC also helped with the scoping and review of a Clackamas County Transportation Safety Action Plan which will be completed in 2012.

The TSC greatly appreciates the support of the Board of County Commissioners, Cam.Gilmour, DTD Department Director as well as liaison staff Joseph Marek and Danielle Couch. With this important support, the TSC looks forward to 2012 and continuing to help reduce injuries and fatalities on roads within the County.

Respectfully submitted:


Brian Burke, Chair


Joseph F. Marek, PE, PTOE, Staff Liaison

INTRODUCTION

The Clackamas County Traffic Safety Commission (TSC) is an advisory committee established by the Clackamas County Board of Commissioners in 1980. The primary duties and responsibilities of the TSC are to work towards programs that reduce injuries and fatalities due to traffic crashes throughout the County.

The TSC consists of up to twelve private citizens, one student, and three staff members represented by; Traffic Engineering (2), and Sheriff's Office (1). Traffic safety encompasses the five "E's"; Engineering, Education, Enforcement, Emergency Services and Evaluation.

The five E's are addressed within the functional areas as listed below:

- Alcohol/drugs related to traffic safety
- Codes and laws related to traffic safety
- Driver education
- Highway design, construction and maintenance
- Identification and surveillance of crash locations
- Pedestrian & bicycle safety
- Traffic data
- School bus & school zone safety
- Traffic control devices

This effective group of volunteers contributes many hours, effort and expertise to help make the County road system safer for all users and share in the County's firm belief that citizens can play an important part in the development of policies and programs for Clackamas County. This commission is a member of the Alliance for Community Traffic Safety (ACTS) of Oregon.

MISSION STATEMENT

To give the citizens of Clackamas County a forum to voice traffic safety concerns, evaluate related issues, provide a liaison with County agencies and promote traffic safety.

2011 TRAFFIC SAFETY COMMISSION MEETING HIGHLIGHTS

January	<ul style="list-style-type: none"> • <i>Elected Chair (Jim Cline) and Vice-Chair (Brian Burke)</i> • <i>Member, Michele Thom, shared with TSC Roundabout promotional video</i> • <i>Discussed Transportation Safety Action Plan (TSAP)</i> • <i>Update provided regarding Library Network vehicle safety wrap and Courier van vehicle safety wrap – near completion</i>
February	<ul style="list-style-type: none"> • <i>Presentation by Kittelson & Associates regarding TSAP</i> • <i>Update provided by TSC members that attended Community Transportation Forum</i> • <i>Discussed TSC Annual Report contents</i>
March	<ul style="list-style-type: none"> • <i>Discussed recruitments for new vacancies and member renewals</i> • <i>Update provided regarding vehicle wrap designs</i> • <i>Update provided on TSAP</i> • <i>Discussed laws regarding sobriety checkpoints</i>
April	<ul style="list-style-type: none"> • <i>Commissioner Bernard gave a presentation about transportation financing</i> • <i>Commissioner Bernard updated TSC about Justice Court finances and allocation to Safe Communities</i> • <i>Library Network and Courier vans now in use with new Safety Vehicle wraps</i> • <i>Discussed safety concerns at Dryland/Heinz intersection</i>
May	<ul style="list-style-type: none"> • <i>Kittelson and Associates presented the progress on the TSAP and solicited input from TSC</i> • <i>Discussed TSC member recruitments</i> • <i>Discussed Clackamas Town Center Roadway and Safety Fair planning</i>
June	<ul style="list-style-type: none"> • <i>Discussed staffing reductions at CCSO affecting Safe Communities Program</i> • <i>Discussed TSC member recruitment</i> • <i>Worked on Town Center Safety Fair planning</i> • <i>Member, Bob Karl, discussed safety concerns on Rosemont Road</i>
July	<ul style="list-style-type: none"> • <i>No Meeting</i>
August	<ul style="list-style-type: none"> • <i>Interviewed TSC applicants</i> • <i>Worked on Clackamas Town Center Safety and Roadway Fair planning</i> • <i>Worked on Clackamas County Fair planning</i> • <i>Discussed status of Safe Communities Program and funding and transfer of Safe Communities Coordinator, Patty McMillan, from CCSO to DTD-Engineering</i> • <i>Discussed Building Safer Communities Mini-Grant – Beaver Creek Road – Roadway Safety Audit</i> • <i>Discussed Justice Court status and revenues</i>

ATTENDANCE CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION

Status	Name	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11
Member	Albrecht, Catherine	X	X	X	X	X		N o M e e t i n g H e l d	X	X	X	X	X
Member	Bartel, Walter	X	X	X	X	X				X	X	X	X
Member	Burke, Brian	X		X	X	X			X	X	X	X	X
Member	Cline, Jim	X	X	X	X	X	X						
Member	McVeigh, Brandon	X			X	X	X		X	X	X	X	X
Member	McManus, Patricia	X	X		X	X	X		X		X	X	X
Member	Straight, Bernie		X										
Member	Karl, Bob	X	X	X	X	X	X		X	X	X	X	X
Member	Tait-Ochs, Temple												
Member	Thom, Michele	X	X			X			X	X	X	X	X
Member	McGinnis, Paul	X	X	X	X	X	X		X	X		X	X
Member	Graser-Lindsey, Elizabeth										X	X	X
Staff	Marek Joe	X	X	X	X	X	X		X	X	X	X	X
Staff	Couch Danielle	X	X	X	X	X	X			X	X	X	X

Legend	
	Unexcused absence or resigned
	Excused absence
	Not on board
X	Attended

CLACKAMAS COUNTY TRAFFIC SAFETY COMMISSION



SPECIAL FEATURE:

- **Clackamas Town Center Roadway & Safety Fair**

CLACKAMAS TOWN CENTER SAFETY FAIR

IN PARTNERSHIP WITH:
CLACKAMAS COUNTY SAFE COMMUNITIES,
HAPPY VALLEY TRAFFIC & PUBLIC SAFETY
COMMITTEE

August 27, 2011



Traffic Safety Commission

Our Partners & Helpers

- Alliance for Community Traffic Safety of Oregon
- American Medical Response
- Clackamas County Safe Communities
- Clackamas County Fire District #1
- County 911
- County Dog Services
- County Sheriff's Posse
- Transportation Maintenance Division
- Sheriff's Office
 - Crime Prevention
 - Dive Rescue
 - Incident Response
- Clackamas TMA



More Partners

- Clackamas Women's Service
- Metro. Utility Coordinating Council
- Milwaukie Police Dept.
- North Clackamas School District
- OHSU Think First
- Oregon Impact
- Oregon Partnership
- Portland General Electric
- Secure Child
- Team Oregon
- Tri-Met
- US Coast Guard
- Vendor Partners
 - Hot Dog on a Stick
 - Noodles and Company
 - REI



The Event

- Saturday August 27, 2009
 - 20+ Safety Advocates
 - 100 Volunteers
 - 500 people in attendance
 - 100 Kids went on Safety Street



Sheriff's Posse and Transportation Maintenance.



Think First – Helmet Fitting



Tri-Met & Traffic Safety Commission



Traffic Safety Commission

Clackamas County Fire District #1



Sheriff's Office



Traffic Safety Commission

Dog Services





Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 17, 2012

Board of County Commissioners
As the Governing Body of
Clackamas County Service District No. 1

Members of the Board:

**ADOPTION OF MEMORANDUM OF UNDERSTANDING BETWEEN CLACKAMAS
COUNTY SERVICE DISTRICT NO. 1 AND THE CITY OF MILWAUKIE
REGARDING TERMS FOR
LONG-TERM WASTEWATER SERVICE AGREEMENT**

Clackamas County Service District No. 1 ("District") is currently providing wastewater treatment service to the City of Milwaukie ("City") pursuant to a short-term agreement that expires June 30, 2012. District representatives have been negotiating with City representatives and have arrived at a proposed arrangement for a long term service agreement. Recognizing the timing requirements, the parties agreed to present the proposed terms as codified in the attached Term Sheet to their respective full elected governing bodies along with a memorandum of understanding that allows for implementation of the financial terms of the term sheet beginning July 1, 2012.

The term sheet outlines a 25-year agreement that resolves outstanding issues regarding: (i) rates, (ii) rate-making authority, (iii) costs of growth, (iv) investments at the Kellogg Plant to be a good neighbor within the City including odor issues, (v) land use regulatory challenges, and (vi) long term investments for the reduction of infiltration/inflow challenges. If the MOU is adopted, a full agreement incorporating the terms set forth in the term sheet will be drafted, negotiated and honed after due vetting with the Board, the Riverhealth Advisory Committee, and of course the City.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners adopt the MOU and attached term sheet, and authorize staff to begin negotiations on a full long-term service agreement.

Sincerely,

Elizabeth Garcia
Acting Director

For additional information on this item or copies of attachments, please contact Trista Crase at 503-742-4566.

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

www.clackamas.us/wes/

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MILWAUKIE AND
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

This Memorandum of Understanding ("MOU") is entered into by and between the City of Milwaukie ("City") and Clackamas County Service District No. 1 ("District") effective May 17, 2012.

WHEREAS, the City desires that the District provide wastewater treatment services for its residents; and

WHEREAS, the District desires that the City continue as a customer of the District; and

WHEREAS, it is in the interests of the parties to move forward with a long-term service agreement outlining the rights and responsibilities of the parties; and

WHEREAS, the City and District have, subject to approval by their respective governing bodies, reached agreement on the essential terms of a service agreement as set for on the term sheet attached hereto as Exhibit A ("Term Sheet"); and

WHEREAS, both the City and the District require financial specificity to allow for appropriate budgeting and rate-setting for the coming fiscal year beginning July 1, 2012; and

WHEREAS, in order to provide the required specificity in financial planning, the City and the District are willing to enter into this MOU on a temporary basis while the final terms of the service agreement are drafted and discussed;

NOW, THEREFORE, for the consideration provided for herein, the parties agree that:

1. The District shall provide wastewater treatment services to the City on the terms and conditions outlined in the Term Sheet.
2. The City shall pay the District for such services consistent with the terms and conditions of the Term Sheet beginning July 1, 2012.
3. The Parties shall implement, as best as possible, the terms and conditions of the Term Sheet as described thereon and agree to work in good faith to draft, discuss and finalize a complete service agreement between the parties.

In witness hereof, the authorized representatives for the parties have executed this MOU.

CITY OF MILWAUKIE

CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

Mayor

Chair

CCSD#1 – Milwaukie Wastewater**Service Agreement Term Sheet**

This term sheet outlines a proposed agreement between Clackamas County Service District No. 1 (“CCSD#1”) and the City of Milwaukie (“City”) regarding wholesale wastewater treatment service. It is the intention of the parties that this document serves as the basis for creation of a full wastewater service agreement.

1. **Term & Termination.** From execution through June 30, 2037. Agreement may be terminated by either party upon 24 months prior written notice. If the City terminates, the obligations of the parties after notice of termination shall mirror obligations of similarly situated parties under ORS 222.524 as though City has been a part of CCSD#1 and was withdrawing. However, if the Agreement is terminated by CCSD#1, the city after notice of termination will pay only its pro rata share of CCSD#1 outstanding obligation and debt, including capital debt, that existed at the time the Agreement was entered into and that relates directly to the Kellogg Plant or that was incurred after execution but before notice of termination, that directly relates to the Kellogg Plant. “Pro rata share” means a share consistent with the City’s 5-year average of flows based on EDUs prior to the notice of termination. Nothing herein shall preclude either party from terminating the Agreement as otherwise allowed by Oregon Law.
2. **Rate & Methodology.** The City’s rate in year 1 of the Agreement shall be no more than \$30.25. For years 2-25, the City shall pay CCSD#1’s wholesale wastewater rate as calculated in the methodology report prepared by Donovan & Associates and subsequently provided to the City. CCSD#1 shall not change that methodology without the prior consent of Milwaukie. CCSD#1 covenants that it will not charge a higher wholesale rate to Milwaukie than it does to internal customers of the District.
3. **SDCs.** City will pay the equivalent of CCSD#1’s wholesale SDC for new connections during a fiscal year. City will report all new connections or expansions of use to CCSD#1 quarterly and coordinate with CCSD#1 development review to ensure consistent application of SDC standards. Payments for new connections shall be twice per fiscal year, at the midpoint and the end.
4. **Odor Control.** CCSD#1 shall contribute \$1 million as “seed” funding for the Good Neighbor Fund described in Section 8 below, and the city shall have the discretion to participate and decide the best approach for the initial odor control improvements at or around Kellogg. CCSD#1 shall conduct an odor control study upon the request of Milwaukie but no more frequently than once every 18 months. Such studies shall be paid for by CCSD#1 and shall not be funded by the Good Neighbor Fund. If the study finds odors that would be reasonably detectable & objectionable from an ordinary person, then CCSD#1 and City shall jointly investigate additional actions necessary to obviate the odor issues and such expenses shall be paid by CCSD#1 as a normal expense outside of the Good Neighbor Fund.
5. **Land Use/Comp Plan.** Agreement will provide that CCSD#1 will suffer no negative impact, fiscal or otherwise, from Comprehensive Plan Amendment CPA-06-01 or Zoning

Ordinance Amendment ZA-06-01. In particular, the proposed amendment to Zoning Code Section 19.321.3 A seeks to prohibit sewage treatment plants in all zones within the City, including Kellogg, with a fine for continued existence being levied beginning in December 2015. To the extent CCSD#1 experiences any fines resulting from any of the above provisions or other Comp Plan or Zoning changes with a substantially similar goal of compelling removal of Kellogg, then CCSD#1 shall charge City for the costs regarding the same, including attorney's fees spent in defense.

6. Connection Audit. City shall revise reported connections and use the newly calculated number of 10,939 EDUs for Agreement baseline. New connections reported per Section 3 shall be added to the monthly rate base for charges for service.

7. EDU Definition. CCSD#1 agrees to use the same definition for an EDU both within and without the district, and will only look at changes through the advisory board process on which the City shall have a representative.

8. Good Neighbor Policy. CCSD#1 shall establish a fund and deposit monthly the equivalent of \$1 per EDU of the City's connections as defined in Section 6, to be used for the purpose of mitigating the impact of or improving the neighborhood relationship of the Kellogg Plant, which may include, for example, buffer acquisitions and/or landscaping within 200 yards of the plant property line, or neighborhood infrastructure projects. CCSD#1 staff shall meet and jointly plan any intended uses for this fund, and will generally defer to the desires of the City for the uses of those funds as expressed by City staff. CCSD#1 staff will attend neighborhood meetings at least every other month for both of the Island Station and Historic Milwaukie neighborhood associations. By July 1 of each year, CCSD#1 staff will provide an annual report to the Milwaukie City Council and Citizens Utility Advisory Board regarding communication with the neighborhood groups.

9. Peak Flow/I&I. The City and CCSD#1 agree on the importance of maintaining their conveyance infrastructure to avoid infiltration and inflow problems. To that end the parties agree that they will work cooperatively to respond and comply with any regulatory requirements imposed under the Clean Water Act on conveyance infrastructure. The parties also acknowledge that excessive I/I problems can lead to treatment failure at the Kellogg Plant, and that if the plant experiences two or more permit violations during a calendar year relating to excess flow, then they shall each conduct a mutual investigation of their respective conveyance systems to identify and remedy I/I problems to ensure the plant maintains a peaking factor of no more than 4:1 above average dry weather flow.

In support of this, CCSD#1 will contribute ten percent (10%) of the City's costs for all wastewater conveyance infrastructure projects designed to reduce I/I. To obtain this contribution, the City will provide CCSD#1 staff with a list of anticipated projects, which will be evaluated by such staff for its impacts on I/I as distinct from structural rehabilitation. Once the project is approved, the City will at its discretion provide either copies of monthly invoices showing the expenses or one request for 10% of the costs at the end of such project, which CCSD#1 shall promptly pay.

10. Extensions. Parties shall meet in July 2035 to discuss extensions.
11. Annexation. Agreement shall not impair ability of Milwaukie to annex at a later date if desired & after appropriate vote. Nothing in the Agreement shall obligate Milwaukie to seek annexation. The Parties agree that upon annexation to the District, if ever, the agreement contemplated hereby shall terminate.

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COPY

Cindy Becker
Director

May 17, 2012

Board of Commissioners
Housing Authority of Clackamas County

Members of the Board:

**Approval of Contract Amendment with Carleton Hart Architecture for
Architectural Services for the Rehabilitation of Easton Ridge**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of an Amendment to the Professional Services Contract with Carleton Hart Architecture. Carleton Hart Architecture is providing architectural services for the rehabilitation of Easton Ridge, a HACC owned affordable housing property.

HACC is currently in the pre-construction phase on the renovation of the Easton Ridge Apartments located at SE 90th Avenue and SE Causey Avenue approximately one-quarter mile north of Clackamas Town Center. As a part of the renovation, HACC procured architectural and engineering services through a competitive process in the summer of 2011. The HACC Board of Commissioners approved the contract with Carleton Hart Architecture on November 22, 2011.

Amendment #1 approved additional structural engineering services as part of the project scope of work, in response to specific requirements set out by the Clackamas County Building Department. The additional requirements were identified during a meeting with Building Department staff on December 12, 2011. Trell Anderson, HACC's Executive Director, approved this amendment which increased the base fee by \$4,500 to \$410,215 on January 11, 2012.


When the original architecture and engineering contract was executed, the construction budget was estimated at \$6.8 million. The estimate was based on current market conditions at the time. In March of 2012, the financing team updated the project budget. Due to significant changes in the funding climate, approximately \$1.5 million in additional funding was identified. With the availability of additional funding, the design team in conjunction with HACC staff, developed an expanded scope of work that increases the energy efficiency of the buildings by installing a high performance envelope system as well as completing a number of significant site improvements, including the demolition of the dilapidated carports and garages and the re-design and improvement of the courtyard areas. The expanded scope requires additional work from the entire design team to complete the necessary drawings and specifications required for permit submittal.

The work outlined in amendment #2, increases the architect and engineering contract amount by \$94,420. The revised total contract amount will be \$504,635. No County General Funds are involved. Agreement will terminate on November 30, 2013. Agreement approved by County Counsel on November 7, 2011.

Recommendation:

Staff respectfully recommends approval to amend this Professional Services Contract.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at (503) 655-8279

Healthy Families. Strong Communities.

AMENDMENT #2

**TO THE CONTRACT DOCUMENTS WITH
CARLETON HART ARCHITECTURE**

**EASTON RIDGE APARTMENTS RENOVATION
ARCHITECTURE & ENGINEERING SERVICES
HACC Adjustments to Project Scope of Work due to
Additional Available Funds for Construction**

This Amendment, when signed by the Contractor and the Executive Director of the Housing Authority of Clackamas County, as authorized by Board Order Number 112211-II 1 and Clackamas County LCRB Rules, will become part of the contract documents, superseding the original to the applicable extent indicated.

SCOPE OF SERVICES

Amendment #2 (to be attached as Exhibit F to the Contract Documents) – Describes the additional services to be provided by the CONTRACTOR in response to additional funds in the amount of approximately \$1.5 million available for the renovation scope of work. The additional services are in addition to the scope described in Exhibit B of the contract.

COMPENSATION

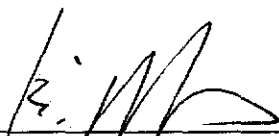
The total compensation is increased by \$94,420.00, due to increased workload.

ORIGINAL CONTRACT + AMENDMENT #1	\$ 410,215.00
AMENDMENT #2	<u>\$ 94,420.00</u>
TOTAL CONTRACT AMOUNT	\$ 504,635.00

Carleton Hart Architecture
322 NW 8th Avenue
Portland, OR 97209

HOUSING AUTHORITY OF
CLACKAMAS COUNTY
Charlotte Lehan, Chair
Jim Bernard, Commissioner
Jamie Damon, Commissioner
Ann Lininger, Commissioner
Paul Savas, Commissioner
Erica Allison, Commissioner

Dated this ____ day of May, 2012



Brian Carleton, Principal

Chair

5/3/12

Date

Recording Secretary



COPY

Cindy Becker
Director

May 17, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement amendment #2 with
the City of Canby/Canby Adult Center to provide Social Services
for Clackamas County Residents**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of an Intergovernmental Agreement Amendment #2 with the City of Canby/Canby Adult Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment redistributes OAA Title III-C funding of the nutrition program and Ride Connection transportation services funding as well as adjusting the contracted OAA Title III-C Meals and Ride Connection rides.

The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

This amendment increases the contract amount by \$11,369; to a total of \$143,724. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2010 and continues through June 30, 2011.

Recommendation

We recommend the approval of this amendment and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-17-11/12 Board Agenda Number: 062311-A1

Division: Social Services Amendment Number 2

Contractor: City of Canby/Canby Adult Center

Amendment Requested By Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Scope of Services

Justification for Amendment:

This is a budget adjustment increasing the number of OAA/NSIP Meals and Ride Connection Rides. This results in an increase to the contract budget of \$11,369.00

I. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$12,797 in Older Americans Act III-B funds, \$64,320 in Older Americans Act III-C funds, \$1,426 in Older Americans Act III-D funds, \$19,080 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$19,840 in NSIP funds, \$13,889 in STF/Ride Connection funds for out of district rides, \$311 in STF/Tri-Met funds for waived transportation match, \$529 of Medicaid funds for Medicaid client non-medical transportation services and \$163 of LIEAP funds; for a total net compensation of \$132,355.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$12,797 in Older Americans Act III-B funds, \$68,541 in Older Americans Act III-C funds, \$1,426 in Older Americans Act III-D funds, \$19,080 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$22,165 in NSIP funds, \$18,712 in STF/Ride Connection funds for out of district rides, \$311 in STF/Tri-Met funds for waived transportation match, \$529 of Medicaid funds for Medicaid client non-medical transportation services and \$163 of LIEAP funds; for a total net compensation of \$143,724.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 - Unit Cost Schedule

Amend:

CITY OF CANBY - ADULT CENTER
Fiscal Year 2011-2012

Service Category	LIEAP Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	NSIP Funds (7)	Out Dist. STF Funds (8)	TriMet STF Funds (9)	MEDICAID Funds (10)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)	Reimbursement Rate (16)
Case Management		\$2,480				\$276						107.25 hrs	\$2,756	\$23.12/hr
Reassurance		\$1,810										87	\$1,810	\$20.86
Info. & Assistance		\$2,262				\$252						167	\$2,514	\$13.58
Public Outreach		\$350				\$39						7	\$389	\$50.00
Transportation - OAA		\$5,895				\$656					\$842	1,684	\$7,393	\$3.50
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$763		\$0						38	\$763	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				\$663		\$0						17	\$663	\$39.00
Caregiver Assistance						\$0						0	\$0	\$21.35
Trans - Ride Con. Out of Dist						\$0		\$13,889			\$927	1,853	\$14,816	\$7.50
Non Medical T19 Transportation						\$0			\$311	\$529		60	\$840	\$14.00
OAA Meal Site Management			\$32,640			\$3,630						32,000	\$36,270	\$1.02
Food Service - OAA			\$31,680			\$3,523					\$30,720	32,000	\$65,923	\$1.95
Food Service - NSIP						\$0	\$19,840					32,000	\$19,840	\$0.62
SPD Medicaid HDM						\$0				\$19,080		2,000	\$19,080	\$9.54
LIEAP Intakes	\$163					\$0						25	\$163	\$6.50
TOTALS	\$163	\$12,797	\$64,320	\$1,426	\$0	\$8,374	\$19,840	\$13,889	\$311	\$19,609	\$32,489		\$173,217	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

OAA Food Service Reimbursement Rate (1 + 3 + 7 + 11 / 12 = 14)

Other Services Reimbursement Rate (1 + 4 + 5 + 7 + 8 + 9 + 10 + 11 / 12 = 14)

* County General Fund provided Services as specified in Section I.B. will be paid at OAA Reimbursement Rate listed above for same Service Category.

Source of OAA Match - City of Canby, additional support staff and Center volunteers

Contracted Amount: \$132,355

To Read:

CITY OF CANBY - ADULT CENTER
Fiscal Year 2011-2012

Service Category	LIEAP Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	NSIP Funds (7)	Out Dist. STF Funds (8)	TriMet STF Funds (9)	MEDICAID Funds (10)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)	Reimbursement Rate (16)
Case Management		\$2,480				\$276						107.25 hrs	\$2,756	\$23.12/hr
Reassurance		\$1,810										87	\$1,810	\$20.86
Info. & Assistance		\$2,262				\$252						167	\$2,514	\$13.58
Public Outreach		\$350				\$39						7	\$389	\$50.00
Transportation - OAA		\$5,895				\$656					\$842	1,684	\$7,393	\$3.50
PHYSICAL ACTIVITY/FALLS PREVENTION				\$763		\$0						38	\$763	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				\$663		\$0						17	\$663	\$39.00
Caregiver Assistance						\$0						0	\$0	\$21.35
Trans - Ride Con. Out of Dist						\$0		\$18,712			\$1,248	2,496	\$19,960	\$7.50
Non Medical T19 Transportation						\$0			\$311	\$529		60	\$840	\$14.00
OAA Meal Site Management			\$34,782			\$3,868						34,100	\$38,650	\$1.02
Food Service - OAA			\$33,759			\$3,754					\$32,736	34,100	\$70,249	\$1.95
Food Service - NSIP						\$0	\$22,165					34,100	\$22,165	\$0.65
SPD Medicaid HDM						\$0				\$19,080		2,000	\$19,080	\$9.54
LIEAP Intakes	\$163					\$0						25	\$163	\$6.50
TOTALS	\$163	\$12,797	\$68,541	\$1,426	\$0	\$8,844	\$22,165	\$18,712	\$311	\$19,609	\$34,826		\$187,393	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 = 13)

OAA Food Service Reimbursement Rate (1 + 3 + 7 + 11 / 12 = 14)

Other Services Reimbursement Rate (1 + 4 + 5 + 7 + 8 + 9 + 10 + 11 / 12 = 14)

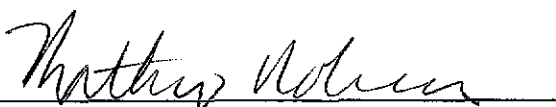
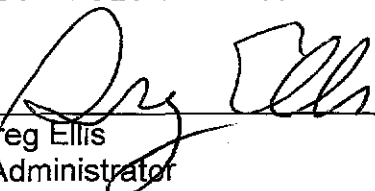

* County General Fund provided Services as specified in Section I.B. will be paid at OAA Reimbursement Rate listed above for same Service Category.

Source of OAA Match - City of Canby, additional support staff and Center volunteers

Contracted Amount: \$143,724

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<p>AGENCY</p> <p>Approved as to Content – Friends of the Canby Adult Ctr</p> <p></p> <p>By: Kathy Robinson Center Director <i>5/1/12</i></p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas</p>
<p>CITY OF CANBY CANBY ADULT CENTER</p> <p></p> <p>By Greg Ellis City Administrator</p>	<p>Signing on Behalf of the Board</p> <p>_____</p> <p>Cindy Becker, Director Health, Housing, and Human Services</p>
<p><i>5.2.12</i></p> <p>By Randy Carson Mayor </p> <p>Date</p>	<p>_____</p> <p>Date</p>
<p><u>182 N. Holly – PO Box 930</u> Street Address</p> <p><u>Canby, OR 97013</u> City/Zip</p> <p><u>(503) 266-4021 (503) 263-6192</u> Phone Fax</p> <p><u>93-0943494</u> Tax ID Number</p>	

May 17, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of the Agency Services Amendment #2 with the
Friends of Estacada Community Center to provide Social Services
for Clackamas County Residents**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of an Intergovernmental Agreement Amendment #2 with the Friends of Estacada Community Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment redistributes OAA Title III-C funding of the nutrition program and Ride Connection transportation services funding as well as adjusting the contracted OAA Title III-C Meals and Ride Connection rides.


The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

This amendment increases the contract amount by \$11,581; to a total of \$83,441. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2010 and continues through June 30, 2011.

Recommendation

We recommend the approval of this amendment and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-13-11/12 Board Order Number: _____

Division: Social Services Amendment Number 2

Contractor: Friends of Estacada Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Scope of Services

Justification for Amendment:

This is a budget adjustment increasing contracted meals and Ride Connection funded transportation services. This results in a net increase to the contract budget of \$11,581.

I. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 4 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$12,273 in Older Americans Act III-B funds, \$4,465 in Older Americans Act III-C funds, \$1,381 in Older Americans Act III-D funds, \$32,561 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$454 in NSIP funds, \$8,074 in Ride Connection funds In-District rides, \$2,152 in Ride Connection/STF funds for Out of District rides, \$3,890 in STF/Tri-Met funds for waived non-medical transportation, and \$6,610 of Medicaid funds for Medicaid client non-medical transportation services; for a total net compensation of \$71,860.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 4 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is \$12,273 in Older Americans Act III-B funds, \$6,676 in Older Americans Act III-C funds, \$1,381 in Older Americans Act III-D funds, \$36,465 in SPD Medicaid funds for Medicaid client Home Delivered meals, \$2,062 in NSIP funds, \$8,074 in Ride Connection funds In-District rides, \$6,010 in Ride Connection/STF funds for Out of District rides, \$3,890 in STF/Tri-Met funds for waived non-medical transportation, and \$6,610 of Medicaid funds for Medicaid client non-medical transportation services; for a total net compensation of \$83,441.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 - Unit Cost Schedule

Amend:

1. Unit Cost Schedule
Estacada Community Center
 Fiscal Year 2011-12

Service Category	OPI Funds (1)	NSIP Funds (2)	OAA IIIB Funds (3)	OAA IIIC Funds (4)	OAA IIID Funds (5)	OAA IIIE Funds (6)	OAA Match (7)	Ride Conn Funds (8)	STF Funds (9)	MEDICAID Funds (10)	OAA Prog Inc (13)	NO. OF UNITS (14)	TOTAL COST (15)	REIMBURSEMENT RATE (16)
Case Management			3,686				410					170.0	4,096	\$21.68
Reassurance			3,217				358					141	3,575	\$22.85
Information & Assistance			3,722				414					225	4,136	\$16.55
Public Outreach			400				44					8	444	\$50.00
Transportation - OAA			1,248				139				622	1,244	2,009	\$1.00
Trans - Ride Con In Dist							0	8,074			538	1077	8,612	\$7.50
Trans - Ride Con Out Dist							0		2,152		143	287	2,295	\$7.50
Trans -T19 non medical							0		3,890	6,610		750	10,500	\$14.00
PHYSICAL ACTIVITY/FALLS PREVENTION					739		0					37	739	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS					642		0					16	642	\$40.00
Family Caregiver Assist.							0					97	0	\$0.00
Meal Site Mngt. - OAA				4,261			474				10,958	12,175	15,693	\$1.25
OAA - Site Prepared Meals		3,300		5,775			642					5,500	9,717	\$1.05
SPD Medicaid HDM		(2,846)		(5,571)			(620)			36,204	(3,643)	3,795	23,524	\$6.36
TOTALS	\$0	\$454	\$12,273	\$4,465	\$1,381	\$0	\$1,861	\$8,074	\$6,042	\$42,814	\$8,618		\$85,983	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)

Reimbursement Rate - OAA IIIB, III D, III E funded & transp. services (3 + 5 + 6 + 8 + 9 + 10 + 12 / 14 = 16)

Reimbursement Rate - meal site mngt. (1 + 2 + 4 + 11 + 13 / 14 = 16)

Reimbursement Rate - SDSA Medicaid Mls (2 + 4 + 10 + 13 / 14 = 16)

Source of OAA Title III B, III C, III D and III E Match - Center staff's time devoted to program and administration.

Program Income - Average \$.50 per ride for Transportation and \$.96 per meal for Meal Program Management.

Contract Amount: 71,860

To Read:

1. Unit Cost Schedule
Estacada Community Center
 Fiscal Year 2011-12

Service Category	OPI Funds (1)	NSIP Funds (2)	OAA IIIB Funds (3)	OAA IIIC Funds (4)	OAA IIID Funds (5)	OAA IIIE Funds (6)	OAA Match (7)	Ride Conn Funds (8)	STF Funds (9)	MEDICAID Funds (10)	OAA Prog Inc (13)	NO. OF UNITS (14)	TOTAL COST (15)	REIMBURSEMENT RATE (16)
Case Management			3,686				410					170.0	4,096	\$21.68
Reassurance			3,217				358					141	3,575	\$22.85
Information & Assistance			3,722				414					225	4,136	\$16.55
Public Outreach			400				44					8	444	\$50.00
Transportation - OAA			1,248				139				622	1,244	2,009	\$1.00
Trans - Ride Con In Dist							0	8,074			538	1077	8,612	\$7.50
Trans - Ride Con Out Dist							0		6,010		401	801	6,411	\$7.50
Trans - T19 non medical							0		3,890	6,610		750	10,500	\$14.00
PHYSICAL ACTIVITY/ FALLS PREVENTION					739		0					37	739	\$20.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS					642		0					16	642	\$40.00
Family Caregiver Assist.							0					97	0	\$0.00
Meal Site Mngt. - OAA				5,040			560				12,960	14,400	18,560	\$1.25
OAA - Site Prepared Meals		5,250		7,875			876					7,500	14,001	\$1.05
SPD Medicaid HDM		(3,188)		(6,239)			(694)			40,545	(4,080)	4,250	26,344	\$6.36
TOTALS	\$0	\$2,062	\$12,273	\$6,676	\$1,381	\$0	\$2,107	\$8,074	\$9,900	\$47,155	\$10,441		\$100,069	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)

Reimbursement Rate - OAA IIIB, III D, IIIE funded & transp. services (3 + 5 + 6 + 8 + 9 + 10 + 12 / 14 = 16)

Reimbursement Rate - meal site mngt. (1 + 2 + 4 + 11 + 13 / 14 = 16)

Reimbursement Rate - SDSD Medicaid MIs (2 + 4 + 10 + 13 / 14 = 16)

Source of OAA Title III B, III C, III D and III E Match - Center staff's time devoted to program and administration.

Program Income - Average \$.50 per ride for Transportation and \$.96 per meal for Meal Program Management.

Contract Amount: 83,441

May 17, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of Amendment #1 to Intergovernmental Agreement #136598 with
The State of Oregon, Department of Human Services, Senior and
People with Disabilities Division for the Provision of Services to
Clackamas County Residents age 60 and over**

The Social Services Division of the Health, Housing & Human Services Department requests approval of Amendment #1 to Intergovernmental Agreement #136598, with the State of Oregon, acting by and through its Department of Human Services, Senior and People with Disabilities (DHS-SPD) Division for the provision of services to Clackamas County residents age 60 and over. This is a revenue agreement that provides funding for activities to enable residents of Clackamas County over age 60 to obtain services from Social Services Aging and Disability Services and its sub-contractors.

This amended agreement reflects the updated planning allocation amounts for Older American Act (OAA) and Oregon Project Independence (OPI) funding from October 1, 2011 through June 30, 2013 of the 2011-2013 biennial agreement period. This funding will provide services for residents of Clackamas County who are age 60 and over by Social Services Division staff and/or sub-contractors. OPI funded services include case management and in-home services.

The planning allocation increased from \$3,104,846 to \$3,441,870. The original agreement and this amendment were reviewed and approved by County Council. No County General Funds are involved. This agreement is effective when signed by all parties and terminates on June 30, 2013.

Recommendation:

We recommend the approval of this amendment and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.



Agreement Number 136598

**Amendment to
State of Oregon
Intergovernmental Grant Agreement**

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

This is amendment number **01** to Agreement Number **136598** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
Social Services Division
PO Box 2950
2051 Kaen Road
Clackamas OR 97045
Attn: Brenda Durbin
Voice: 503-655-8640
Email: stefanierei@co.clackamas.or.us

hereinafter referred to as "County" or "AAA."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 - i. Section 3, Consideration, subparagraph a. is hereby amended as follows:
 3. Consideration
 - a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$3,104,846~~ **\$3,441,870**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for

Work until this Agreement has been signed by all parties and, when required, approved by the Department of Justice.

- ii. Exhibit A, Part 2, Statement of Work, Section 5, MANAGEMENT CONTROL FUNCTIONS, subparagraph a. is hereby amended as follows:

5. MANAGEMENT CONTROL FUNCTIONS.

- a. **Background and Criminal Records and Abuse Checks.** AAA agrees to meet provider requirements set forth in ~~OAR 407-007-0210~~ **OAR 407-007-0200** through 407-007-0370 and ORS 181.534 through 181.537 **and ORS 443.004**. Subject individuals are employees of the AAA; volunteers of the AAA; employees and volunteers of AAA's subcontractors and direct care providers of clients for which AAA provides service authorization.

- iii. Exhibit A, Part 3, Fiscal Control and Coordination, Section 1, FUNDING APPROPRIATIONS, subparagraph b. is hereby amended as follows:

- b. Payment for all ~~work~~ **Work** performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

OREGON PROJECT INDEPENDENCE.....	\$667,213 <u>\$695,299</u>
NSIP	\$265,607 <u>\$272,714</u> (CFDA 93.053)
OTHER STATE FUNDS	\$7,293
OLDER AMERICANS ACT	\$2,164,733 <u>\$2,466,564</u> (CFDA 93.044, 93.045, 93.043, 93.052, 93.041)

- iv. Exhibit A, Part 3, Fiscal Control and Coordination, Section 2. FISCAL CONTROL FUNCTIONS, subparagraph f. is hereby amended as follows:

- f. OAA MINIMUM EXPENDITURE REQUIREMENTS. AAA shall in accordance with OAA Section 307(a)(2) of the Older Americans Act and as established by DHS:
 - i. Expend, at a minimum, 3% of Title IIIB funds for In-Home Services as defined in Section 102(a)(30)(A-G) of the Older Americans Act.
 - ii. Expend, at a minimum, 3% of Title IIIB funds for legal assistance as described in Section 307(a)(11)(E) of the Older Americans Act,
 - iii. Expend, at a minimum, 18% of Title IIIB funds for access services as described in Section 306(a)(2)(A) of the Older Americans Act and
 - iv. The required minimum Title IIIB fund expenditure shall be based on

total funds after transfer if AAA employed the transfer options as outlined in Exhibit A, Part 3, paragraph E (i) and (ii) titled OAA Fund Transfers.

- v. ~~Expend, at a minimum, the sum of Title III D funds noted in the biennial planning allocation workbook for the purpose of medication management as required under P.L. 111-117.~~

Funding for Title III D, Section 361 of the Older Americans Act for Disease Prevention and Health Promotion may only be used for programs and activities which have been demonstrated through rigorous evaluation to be evidence-based and effective. This requirement is effective with the February 16, 2012 Notice of Award for Grant #12AAORT3SP.

- v. Exhibit A, PART 4, SPECIAL TERMS AND CONDITIONS, is hereby amended as follows:

EXHIBIT A
PART 4
SPECIAL TERMS AND CONDITIONS

1. Confidentiality of Client Information

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.
- d. This Section 1 is subject to the requirements of the Oregon Public Records law.

~~2. Amendments~~

- a. ~~DHS reserves the right to amend or extend the Agreement under the following general circumstances:~~
 - (1) ~~DHS may extend the Agreement for additional periods of time up to a total Agreement period of five (5) years, and for additional money associated with the extended period(s) of time. The determination for any extension~~

~~for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.~~

~~(2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.~~

~~b. DHS further reserves the right to amend the Statement of Work based on the original scope of work for the following:~~

~~(1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;~~

~~(2) Implement additional phases of the Work; or~~

~~(3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.~~

~~c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.~~

vi. EXHIBIT B, STANDARD TERMS AND CONDITIONS, is hereby removed and replaced in its entirety with the attached "EXHIBIT B, FIRST AMENDED STANDARD TERMS AND CONDITIONS" which is hereby added to this Agreement and by this reference made a part thereof.

vii. Section 5, COUNTY DATA AND CERTIFICATION, is deleted in its entirety and replaced with revised COUNTY DATA AND CERTIFICATION completed by County below.

3. **Certification**

a. By signature on this Amendment, the undersigned hereby certifies under penalty of perjury that:

- (1) The undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <http://www.epls.gov/>; and
- (6) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the Internal Revenue Service (IRS) that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.

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

4. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that, except for as modified by the new Section 5, County Data and Certification, the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

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

County: Clackamas County

By:

Authorized Signature

Title

Date

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

By:

Authorized Signature

Title

Date

Approved for Legal Sufficiency:

Approved by email per ORS 291.047 by s Lynn Nagasako

April 25, 2012

Assistant Attorney General

Date

Program Office Review:

Approved via email

April, 18, 2012

Rhonda Buedefeldt

Date

Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist

Date

EXHIBIT B
FIRST AMENDED STANDARD TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arise from or relate to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of

bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. Funds Available and Authorized Clause.
- a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
 - b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.
6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.
7. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.

8. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(1).
- b. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that the DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to

controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or

- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. **DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.

11. **Termination.**

a. **County Termination.** County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to DHS;
- (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. **DHS Termination.** DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain

funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification;
- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination

a. Entire Agreement.

- (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this

Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
17. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.

18. Assignment of Agreement, Successors in Interest.
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
19. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. Subcontracts. County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. No Third Party Beneficiaries. DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. Amendment. No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. Survival. Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

25. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
Department of Human Services
250 Winter St NE, Room 306
Salem, OR 97301-1080
Telephone: 503-945-5818
Facsimile Number: 503-378-4324

COUNTY: (see page one)

26. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. Counterparts. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. (Reserved)
30. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the

investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

31. Indemnification by Subcontractors. County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
32. Stop-Work Order. DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall

immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:

- a. Cancel or modify the stop work order by a supplementary written notice; or
- b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

May 17, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Residential Treatment Services Agreement with
Cascadia Behavioral Healthcare for Community Mental Health Provider Services**

Clackamas County Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Residential Treatment Services Agreement with Cascadia Behavioral Healthcare for Community Mental Health Provider Services.

The contractor provides mental health residential treatment services to Clackamas County residents. This contractor was chosen through a competitive bid process.

The agreement has no upper limit. The agreement is funded with the Division's Oregon Health Authority 2011-2013 Community Mental Health Provider (CMHP) funds; no County General Funds are involved. County Counsel reviewed and approved this agreement May 8, 2012. The contract is effective May 1, 2012 and terminates on December 31, 2012. The agreement is retroactive due to negotiations with the contractor.

Recommendation

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Emily M. Zwetzig/H3S-Office of Business Services at (503)742-5318.

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us

RESIDENTIAL TREATMENT SERVICES AGREEMENT

This Residential Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY," and CASCADIA BEHAVIORAL HEALTHCARE, hereinafter called "AGENCY."

AGREEMENT

1.0 Engagement

COUNTY hereby engages AGENCY to provide services as described in Exhibit C, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which AGENCY will contract with COUNTY to provide residential treatment services to Clients.

2.0 Term

Services provided under the terms of this agreement shall commence **May 1, 2012**. This agreement shall terminate **December 31, 2012** unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. Oregon Health Authority or COUNTY shall compensate AGENCY as specified in Exhibit B, Compensation and Payment. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should AGENCY fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until AGENCY performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of AGENCY.

3.3 Financial Records. AGENCY and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to AGENCY were in excess of the amount to which AGENCY was entitled, AGENCY shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations. AGENCY shall comply with all Federal, State, local laws and ordinances applicable to the work to be done under this agreement.

4.2 Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY.

4.3 Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of COUNTY, State, or Federal Government as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.

5.2.4 Additional Insured Provisions. The insurance, other than the professional liability insurance, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its commissioners, agents, officers, and employees" as an additional insured.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.6 Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, AGENCY shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within this agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

5.2.8 Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

5.2.9 Cross Liability Clause. A cross-liability or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this agreement.

5.3 Controlling State Law. This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this agreement shall be filed and tried within the Circuit Court for Clackamas County, State of Oregon. Provided however, that if any such action may only be brought in a federal forum, it shall be brought and conducted exclusively within the U.S. District Court, for the District of Oregon.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

5.5 Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this agreement.

5.8 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon

6.2.1 The terms of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the 2011-13 Community Mental Health Provider (CMHP) Intergovernmental Agreement between the COUNTY and the Oregon Health Authority.

6.2.3 If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The agreement may be modified to accommodate a reduction in funds.

6.2.3a If AGENCY receives notice that funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for coverage of services, the AGENCY may terminate this agreement in thirty (30) days' notice, in writing or delivered by certified mail or in person.

6.2.4 If the COUNTY has evidence that AGENCY has endangered or is endangering the health or safety of consumers, staff or the public. AGENCY shall ensure the orderly and reasonable transfer of care in progress with consumers and shall work with COUNTY staff to accomplish the same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of AGENCY, or the lapse, relinquishment, suspension, expiration, cancellation or termination of AGENCY's insurance as required in this agreement.

6.2.6 AGENCY's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage AGENCY's affairs, or the judicial declaration that AGENCY is insolvent.

6.2.7 If AGENCY fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after written notice from the COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue a written notice of default (including breach of contract) to AGENCY and terminate the whole or any part of this agreement if AGENCY substantially fails to perform the specific provisions of agreement. The rights and remedies of COUNTY related to default (including breach of contract) by AGENCY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. AGENCY and COUNTY shall continue to perform all duties and obligations under this agreement to the date of termination.

7.0 Notices

If to AGENCY:

Cascadia Behavioral Healthcare
PO Box 8459
Portland, OR 97207

If to COUNTY:

Clackamas County Behavioral Health Division
Attention: Contract Administration
2051 Kaen Road, Suite 367
Oregon City, OR 97045

EXHIBIT A
DEFINITIONS

Whenever used in this Residential Treatment Service Agreement, the following terms shall have the meanings set forth below;

"Agreement": This Residential Treatment Services Agreement between COUNTY and AGENCY for the provision of services.

"Client": with respect to a particular service provided by Agency, any individual receiving that service, in whole or in part, with funds provided under this agreement

"Client Process Monitoring System (CPMS)": means Oregon Health Authority's information system that tracks and documents service delivery or any successor system designated by Oregon Health Authority.

"Community Mental Health Program" or "CMHP": a centrally organized and coordinated program of services for persons with mental and emotional disorders, developmental disabilities, and addiction dependencies operated by, or contractually affiliated with a LMHA and operated in a specific geographic area of the State of Oregon

"County": Clackamas County, a political subdivision of the State of Oregon.

"Intergovernmental Agreement": the 2011-13 Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services between the State of Oregon, acting by and through its Oregon Health Authority and Clackamas County, as amended from time to time.

"OAR": Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.

"Oregon Health Authority": Department of the State of Oregon that contracts with County to establish and finance community mental health, developmental disability and addiction programs. County, in turn, subcontracts certain services to Agency.

- (3) Payment will be reduced (offset) by the amount of Client resources received by AGENCY from the Client or the Client's health insurance in support of Client care and services provided; and
 - (4) Oregon Health Authority is not obligated to pay for services that are not properly reported through CPMS by the date 60 days after the earlier of termination of this Contract, termination of the Oregon Health Authority's obligation to provide financial assistance for services or termination of the Intergovernmental Agreement.
 - (5) Payment for mental health treatment services will be made by the Oregon Health Authority. This will be processed through a MMIS Prior Authorization for all services managed by HK billing. All other treatment service not included in HK billing will be paid by COUNTY. These include and are not limited to: case management, LOCUS assessment, ISSP development, Peer Wellness/Advocacy services and Psychiatric Evaluation.
- B. Disbursement by COUNTY. Funds for personal incidentals, rent subsidies and certain other services may be disbursed through COUNTY to AGENCY. COUNTY will disburse funds in monthly allotments as specified by the Oregon Health Authority. Disbursement will be based on the monthly rates as negotiated by COUNTY and approved by Oregon Health Authority.

4. Contract Settlement

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Contract between actual COUNTY disbursement of funds and the actual amount of services delivered during the period specified as properly reported in CPMS or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement.

2. Personal Care Services

- a. General Requirements. The services and activities available at the facility will include care and treatment consistent with ORS 443.400 and those services individually specified for the resident in the residential service plan developed as outlined in OAR 309-035-0159. Residents will be encouraged to care for their own needs to the extent possible. All services and activities will be provided in a manner that respects residents' rights, promotes recovery and affords personal dignity.
- b. Services and Activities to Be Available. Services and activities to be available will include but not be limited to:
 - (1) Provision of adequate shelter consistent with OAR 309-035-0125 through 309-035-0140;
 - (2) At least three meals per day, seven days per week, provided in accordance with OAR 309-035-0170;
 - (3) Assistance and support, as necessary, to enable residents to meet personal hygiene and clothing needs;
 - (4) Laundry services, which may include access to washer(s) and dryer(s) so residents can do their own personal laundry;
 - (5) Housekeeping essential to the health and comfort of residents;
 - (7) Activities and opportunities for socialization and recreation both within the facility and in the larger community;
 - (8) Health-related services provided in accordance with OAR 309-035-0175;
 - (9) Assistance with community navigation and transportation arrangements;
 - (10) Assistance with money management, where requested by a resident, to include accurate documentation of all funds deposited and withdrawn when funds are held in trust for the resident;
 - (11) Assistance with acquiring skills to live as independently as possible;
 - (12) Assistance with accessing other additional services, as needed; and
 - (13) Any additional services required under contract the Division.

Stat. Auth.: ORS 409.010; 409.050 & 443.450

Stats. Implemented: ORS 443.400 - 443.460 & 443.991(2)

Hist.: MHD 9-1984(Temp), f. & ef. 12-10-84; MHD 9-1985, f. & ef. 6-7-85; MHD 4-1998, f. 5-21-98, cert. ef. 6-1-98; MHD 4-2005, f. & cert. ef. 4-1-05; MHS 4-2008, f. & cert. ef. 6-12-08

3. Rehabilitative Treatment Services

- A. Services provided will be in accordance with the Assessment and ISSP and medically necessary. These services include but are not limited to:
 1. Skills Training
 2. Case Management
 3. ISSP Development
 4. LOCUS
 5. Assessment
 6. Psychiatric Evaluation
 7. Medication Management
 8. Community Psychiatric Supportive Treatment

(2) AGENCY shall coordinate with COUNTY on referral of Clients to crisis respite services, particularly as those services are used to divert the admission of the Client to acute care.

(3) AGENCY shall coordinate with COUNTY to obtain Long Term Care Determination for appropriate Clients.

C. AGENCY shall participate in Client staffings with COUNTY and Oregon Health Authority on a regular, scheduled or ad hoc basis in order to ensure most appropriate care.

8. Standards of Care

COUNTY promotes resilience in and recovery of the Clients it serves. COUNTY supports a system of care that promotes and sustains a Client's recovery from a mental health condition by identifying and building upon the strengths and competencies within the person to assist them in achieving a meaningful life within their community. Consistent with these values and pursuant to OAR 309-035-0100 through 309-035-0190 and OAR 309-035-0250 through 309-035-0460, AGENCY shall:

- A. Provide services in a manner that assures continuity and coordination of the health care services provided to each Client;
- B. Comply with the following timelines upon receipt of a referral:
 - (1) Contact the referent within two (2) business days with decision of whether to screen the referred Client;
 - (2) Conduct screening within five (5) business days from receipt of referral; and
 - (3) Determine whether to accept the referral, and complete the referral cover sheet and return it to the referent within two (2) business days of the screening
- C. AGENCY shall *not* discriminate against Clients because of source of payment, race, gender, national origin, ancestry, religion, marital status, sexual orientation, age or diagnosis;
- D. Conduct its practice and treat all Clients using that degree of care, skill and diligence which is used by ordinarily careful providers in the same or similar circumstances in the provider's community or a similar community (see ORS 677.095);
- E. Ensure that Clients are served in the most normative, least restrictive, least intrusive and most cost effective level of care appropriate to their diagnosis and current symptoms, degree of impairment, level of functioning, treatment history, and extent of family and community supports;
- F. Assure that an adequate number of staff are available at all times to meet the treatment, health and safety needs of Clients;
- G. Advise or advocate on behalf of Clients in regard to treatment options, without restraint from COUNTY;
- H. Provide Clients with access to services without undue delay and as soon as necessary in light of the member's mental health condition.
- I. Ensure that all personnel providing services to Clients under this agreement are properly trained and qualified to render the services they provide. AGENCY shall arrange for continuing education of personnel rendering services under this agreement as necessary to maintain such competence and satisfy all applicable licensing, certification or other regulatory requirements; and
- J. Maintain facilities and equipment appropriate for provision of services to Clients of a type and quality consistent with administrative rules promulgated by the State of Oregon Department of Human Services and the American's with Disabilities Act.

- Relevant work history or qualifications; and
- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System.

AGENCY assures that all of AGENCY's employees and independent contractors providing direct service under this agreement will work within the scope of their credentials and any applicable licensure or registration, or criteria for certification if not required to be licenses or registered. AGENCY shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

COUNTY reserves the right to review, upon reasonable notice and at AGENCY's site, the actual documents describing the degrees, licenses and certifications of AGENCY's employees and independent contractors for purposes of verification. AGENCY shall provide COUNTY with a list of all staff and independent contractors who will provide services to Clients under this agreement. The list shall be submitted to COUNTY within thirty (30) days of the effective date of this agreement and shall be updated as information changes or as changes are made to AGENCY's staff. The list shall document the academic degree, license, certification, and/or qualifications of each employee and independent contractor providing services under this agreement.

4. Records Maintenance, Access and Confidentiality

A. Clinical Records, Access and Confidentiality

- (1) Access to Records and Facilities. COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of AGENCY that are directly related to this agreement, the funds paid to AGENCY hereunder, or any services delivered hereunder, for purposes of making audits, examinations, excerpts, copies and transcriptions.
- (2) Retention of Records. AGENCY shall retain and keep accessible all books, documents, papers, and records that are directly related to this agreement, the funds paid to AGENCY hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this agreement or applicable law, following the termination or expiration of this agreement. If there are unresolved audit or other questions at the end of the six-year period, AGENCY shall retain the records until the questions are resolved.
- (3) Expenditure Records. AGENCY shall document the expenditure of all funds paid to AGENCY under this agreement. Unless applicable federal law requires AGENCY to utilize a different accounting system, AGENCY shall create and maintain all expenditure records in accordance with Generally Accepted Accounting Principles and in sufficient detail to permit COUNTY and the Oregon Health Authority to verify how the funds paid to AGENCY under this agreement were expended.
- (4) Client Records. AGENCY shall create and maintain a record for each Client who receives residential treatment services under this agreement. The client record must contain, at a minimum, the following information:
 - a. Client identification;
 - b. Problem assessment;
 - c. Treatment, training and/or care plan;
 - d. Medical information when appropriate; and
 - e. Progress notes including current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules and service termination summary.

(3) AGENCY shall submit to COUNTY a summary of Client complaints on a quarterly basis, within thirty (30) calendar days of the end of each calendar quarter, using the form provided by COUNTY for that purpose.

(4) AGENCY shall post information on Client rights and responsibilities and its consumer complaint process in a visible location in all facilities and other service locations.

(5) AGENCY shall provide a copy of its consumer complaint policy and procedure to COUNTY upon request.

5. Reporting

A. Abuse Reporting

AGENCY shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 410-009-0050 through 410-009-0160, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

B. Reporting of Critical Incidents

AGENCY shall submit a report of any critical incident involving a Client occurring on AGENCY's premises and/or involving AGENCY's staff and/or occurring during the course of treatment by AGENCY. Incidents that shall be reported include, but are not limited to, injury, accident, major illness, death, act of physical aggression, medication error, suspected abuse or neglect, or any other unusual incident that presents a risk to health and safety of the Client. Incident reports shall be submitted in writing and shall include, at a minimum, the date of the incident, the persons involved, the details of the incident, and the quality and performance actions taken by AGENCY to initiate investigation of the incident and correct any identified deficiencies. Incident reports shall be submitted to COUNTY within 24 hours of the occurrence of the incident.

C. Client Process Monitoring System (CPMS)

AGENCY shall submit CPMS data for all Clients receiving services under this agreement. AGENCY shall submit all CPMS data to the Oregon Health Authority via electronic media in the specific CPMS format. AGENCY shall submit CPMS data within twenty-four (24) hours of initiating services and within twenty-four (24) hours of terminating services. The Client's CPMS record must be entered and maintained as specified in the CPMS manual.

D. Reporting Requirements

AGENCY shall prepare and furnish Client, service and financial information as specified in the Intergovernmental Agreement to COUNTY and the Oregon Health Authority when a service is delivered under this agreement.

6. Alternative Forms of Communication

In connection with the delivery of residential treatment services, AGENCY shall:

- A. Make available to a Client without charge upon the Client's, the COUNTY's, or the Oregon Health Authority's request, any and all written materials in alternate, if appropriate, formats as required by the Oregon Health Authority's administrative rules or written policies made available to AGENCY.
- B. Make available to a Client without charge, upon the Consumer's, COUNTY's or Oregon Health Authority's request, any and all written materials in the prevalent non-English languages in the area served by AGENCY.

EXHIBIT E

COMPLIANCE WITH APPLICABLE LAW

AGENCY shall comply and, as indicated, cause all employees and subcontractors to comply with the following Federal requirements. For purposes of this agreement, all references to Federal and State laws are references to Federal and State laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

AGENCY shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of services. Without limiting the generality of the foregoing, AGENCY expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this agreement, including amendments, is for more than \$10,000, then AGENCY shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Non-Discrimination

AGENCY shall comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. AGENCY shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules. AGENCY shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Covered Services to Clients who have difficulty communicating due to a disability, or limited English proficiency or diverse cultural and ethnic backgrounds, and shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-0220.

4. Pro-Children Act

AGENCY shall comply with the Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq.).

5. Drug Free Workplace

AGENCY shall maintain a drug-free workplace and shall notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in AGENCY's workplace. AGENCY shall establish a drug-free awareness program and provide each employee to be engaged in the provision of services under this agreement with information about its drug-free workplace program.

13. Conflict of Interest

AGENCY and its subcontractors shall have in effect safeguards, including, but not limited to, policies and procedures against conflict of interest with any State of Oregon Department of Human Services employees or other agents of the State who have responsibilities relating to this agreement. These safeguards must be at least as effective as the safeguards specified in Section 27 of the Office of Federal Procurement Policy Act (41 USC 423) and must include safeguards to avoid conflicts that could be prohibited under 18 USC 207 or 208 if the Department of Human Services employee or agent was an officer or employee of the United States Government. For purposes of implementing policies and procedures required in this section, AGENCY shall apply the definitions in the State Public Ethics Law as if they applied to AGENCY for "Actual conflict of interest," ORS 244.020(1), "potential conflict of interest," ORS 244.020(14), and "Client of household," ORS 244.020(12).

14. Protected Health Information

AGENCY is a "covered entity" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Title II, Subtitle F, Administrative Simplification, or the Federal regulations implementing the Act. AGENCY shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records consistent with HIPAA and/or other Federal, State, and local laws, rules and regulations applicable to the work performed under this agreement. AGENCY shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential Client information and records shall assure accuracy, backup for retention and safeguards against tampering, back dating or alteration.

Pearl (County Paid)

Effective June 16, 2012

	2012 -Apr-	2012 -May-	2012 -Jun-	2012 -Jul-	2012 -Aug-	2012 -Sep-	2012 -Oct-	2012 -Nov-	2012 -Dec-	Totals
Slots			12	12	12	12	12	12	12	60
Rate:			1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00		1,065.00
Monthly:			11,100.00	22,200.00	22,200.00	22,200.00	22,200.00			99,900.00

Portland Avenue (MMIS – State Paid)

Effective July 1, 2012

	2012 -Apr-	2012 -May-	2012 -Jun-	2012 -Jul-	2012 -Aug-	2012 -Sep-	2012 -Oct-	2012 -Nov-	2012 -Dec-	Totals
Slots				4	4	4	4	4	4	24
Rate:				6,799.59	6,799.59	6,799.59	6,799.59	6,799.59	6,799.59	6,799.59
Monthly:				27,198.36	27,198.36	27,198.36	27,198.36	27,198.36	27,198.36	163,190.16

Portland Avenue (County Paid)

Effective July 1, 2012

	2012 -Apr-	2012 -May-	2012 -Jun-	2012 -Jul-	2012 -Aug-	2012 -Sep-	2012 -Oct-	2012 -Nov-	2012 -Dec-	Totals
Slots				4	4	4	4			16
Rate:				260.45	260.45	260.45	260.45			260.45
Monthly:				1,041.80	1,041.80	1,041.80	1,041.80			4,167.20

Roethe Road (MMIS – State Paid)

Effective May 1, 2012

	2012 -Apr-	2012 -May-	2012 -Jun-	2012 -Jul-	2012 -Aug-	2012 -Sep-	2012 -Oct-	2012 -Nov-	2012 -Dec-	Totals
Slots		12	12	12	12	12	12	12	12	96
Rate:		2,678.33	2,678.33	2,678.33	2,678.33	2,678.33	2,678.33	2,678.33	2,678.33	2,678.33
Monthly:		32,139.96	32,139.96	32,139.96	32,139.96	32,139.96	32,139.96	32,139.96	32,139.96	257,119.68

Roethe Road (County Paid)

Effective May 1, 2012

	2012 -Apr-	2012 -May-	2012 -Jun-	2012 -Jul-	2012 -Aug-	2012 -Sep-	2012 -Oct-	2012 -Nov-	2012 -Dec-	Totals
Slots		12	12	12	12	12	12			72
Rate:		1,593.03	1,593.03	1,593.03	1,593.03	1,593.03	1,593.03			1,593.03
Monthly:		19,116.36	19,116.36	19,116.36	19,116.36	19,116.36	19,116.36			114,698.16

SE Total	1,115,001.18
Grand Total	1,118,005.42

May 17, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

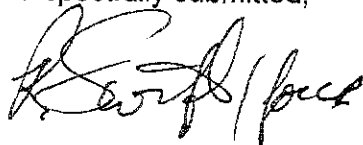
**Board Order # _____ Approval of Mental Health Director's
Designees to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Katherine Hall, LPC; T. Django Rogers, MS; Terry Garcia, MA; Adrienne Isgrigg, MS; Christine Barvoets, M.Ed; Cynthia Fradl, MSW; Lindsay Miller, MA; Andrea Casey, MA; Judy Hart, MA; and Michael Nomina, LCSW by the Clackamas County Behavioral Health Director as additional designees authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Katherine Hall, LPC; T. Django Rogers, MS; Terry Garcia, MA; Adrienne Isgrigg, MS; Christine Barvoets, M.Ed; Cynthia Fradl, MSW; Lindsay Miller, MA; Andrea Casey, MA; Judy Hart, MA; and Michael Nomina, LCSW as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or copies of attachments,
Please contact Teri Beemer at 503 655-8356

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

In the Matter of the Designation of
Katherine Hall, LPC; T. Django Rogers,
MS; Terry Garcia, MA; Adrienne Isgrigg,
MS; Christine Barvoets, M.Ed; Cynthia
Fradl, MSW; Lindsay Miller, MA; Andrea
Casey, MA; Judy Hart, MA; and Michael
Nomina, LCSW as Mental Health
Director Designees to Direct Peace
Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Katherine Hall, LPC; T. Django Rogers, MS; Terry Garcia, MA; Adrienne Isgrigg, MS; Christine Barvoets, M.Ed; Cynthia Fradl, MSW; Lindsay Miller, MA; Andrea Casey, MA; Judy Hart, MA; and Michael Nomina, LCSW as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Katherine Hall, LPC; T. Django Rogers, MS; Terry Garcia, MA; Adrienne Isgrigg, MS; Christine Barvoets, M.Ed; Cynthia Fradl, MSW; Lindsay Miller, MA; Andrea Casey, MA; Judy Hart, MA; and Michael Nomina, LCSW as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 17th day of May, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



10

CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioners
Clackamas County

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

Members of the Board:

**Approval of a Contract with K&E Excavating, Inc for the
Rock Creek – Barlow Road Bank Rehabilitation Project**

Clackamas County is preparing to rehabilitate the existing stream banks adjacent to Barlow Road. The stream banks are severely eroded and the existing roadway guardrail is not functional due to the erosion. This project will reinforce approximately 300 feet of the Rock Creek stream bank using keyed riprap at the toe of the embankment and backfill above the toe reinforced with layers of geogrid. Approximately 225 feet of the northbound lane on Barlow Road will be reconstructed and the existing guardrail replaced. The road will be closed throughout the duration of construction.

Staff advertised the Rock Creek – Barlow Road Bank Rehabilitation Project for competitive bids. The lowest responsive and responsible bidder was K&E Excavating, Inc. with a bid of \$649,946.00. The project is expected to begin at contract signing and be substantially complete by September 30, 2012. The contract will be complete December 31, 2013 to allow for plant establishment. This project is funded by the County Road Fund.

The contract has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board approves and signs the contract with K&E Excavating, Inc. for the Rock Creek – Barlow Road Bank Rehabilitation Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the May 17, 2012 agenda by the Purchasing Division.

For information on this issue or copies of attachments
please contact Joel Howie at (503) 742-4658



LANE MILLER
MANAGER

PURCHASING DIVISION

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

May 17, 2012

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of May 17, 2012 this contract with K & E Excavating, Inc. for the **Rock Creek – Barlow Road Bank Rehabilitation Project** for the Clackamas County DTD Engineering Division. This project was requested by Joel Howie, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twelve bids were received with ten deemed responsive: K & E Excavating - \$649,946.00; 3 Kings Environmental - \$682,095.00; Banzer Construction - \$698,668.50; Westech Construction - \$698,856.30; LKE Corp - \$722,522.84; Elting Northwest - \$751,232.50; RPM - \$777,000.00; Brant Construction - \$785,000.00; Canby Excavating - \$789,660.00; and Dirt & Aggregate Interchange - \$794,444.00. After review of all bids, K & E Excavating, Inc. was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$649,946.00. All work is to be substantially completed by September 30, 2012 with a contract completion date of December 31, 2013. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02105-481200-22190 for fiscal years 2011/2012, 2012/2013, and 2013/2014.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 17, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER ADOPTING THE VACATION OF A PORTION OF
EASY STREET (P7048) IN THE PLAT OF "MT. HOOD WILDWOOD"**

The proposed vacation of a portion of Easy Street, a Public Road, is located in the northwest and southwest quarters of Section 32, T.2 S., R.7 E., W.M., and Mt. Hood Wildwood, Plat No. 519, Clackamas County Surveyors Records. Easy Street was dedicated to the public through the plat of "Mt. Hood Wildwood" for road and right-of-way purposes September 26, 1925. The dead end track type gravel driveway was constructed in the right-of-way to provide access to the petitioner's dwelling and outbuildings. The 30-foot wide and approximately 205 foot long portion of road right-of-way serves no purpose for the traveling public. The northerly portion of Easy Street lying north of a line that is one foot south of the south property line of Lot 25, Block 30, of said plat will remain open to provide adjacent property owners access to their uninhabited property.

The Petition to Vacate has been filed with the prescribed fee of \$2,757.00 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms that have been acknowledged by the proper authority. Clackamas County Transportation Maintenance, Engineering and Planning Departments, and local utility companies have been contacted and do not have any objections to this vacation.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of a portion of Easy Street, Public Road Number 7048, in "Mt. Hood Wildwood", Plat No. 519.

Sincerely,

Mike Bezner, Engineering Manager
DTD Engineering

Attachment

For information on this issue or copies of attachments please contact Doug Cutshall at 503-742-4669.

MEMORANDUM

TO: Board of Commissioners

FROM: Campbell Gilmour, Director D.T.D.

DATE: May 17, 2012

SUBJ: ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF EASY STREET (P7048) IN THE PLAT OF "MT HOOD WILDWOOD"

LOCATION: The proposed vacation of a portion of Easy Street, Public Road Number 7048, is located in the northwest and southwest quarters of Section 32, T.2 S., R.7 E., W.M., within "Mt. Hood Wildwood", Plat No. 519, Clackamas County Surveyors Records

FACTS AND FINDINGS: Easy Street was dedicated to the public through the plat of Mount Hood Wildwood for road and right-of-way purposes September 26, 1925. The dead end track type gravel driveway was constructed in the right-of-way to provide access to the petitioner's dwelling and outbuildings. The 30-foot wide and approximately 205 foot long portion of road right-of-way serves no purpose for the traveling public. The northerly portion of Easy Street, lying north of a line that is one foot south of the south property line of Lot 25, Block 30, of said plat, will remain open to provide adjacent property owners access to their uninhabited property.

The Petition to Vacate has been filed with the prescribed fee of \$2,757.00 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms, which have been acknowledged by the proper authority.

Clackamas County Transportation Maintenance, Engineering and, Planning Departments, and local utility companies have been contacted and do not have any objections to this vacation.

After considering traffic impacts, fiscal impacts, and social impacts, it would appear to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed, as in this case, when there is 100% agreement from the affected property owners, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

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

In the matter of the Vacation of
a portion of Easy Street, in
"Mt. Hood Wildwood", Plat No.
519, located in Section 32,
T. 2 S., R. 7 E., W. M.,
Clackamas County, Oregon.

Order No.
Page 1 of 1



This matter coming before the Board of County Commissioners at this time and it appearing to the Board that in accordance with ORS 368.351, Consent To Vacate petitions have been signed by 100 percent of the abutting property owners and a written report from the County Road Official, Campbell Gilmour, finding this vacation to be in the public interest, has been submitted in this matter of the Vacation of a portion of Easy Street, (Wilson Avenue) Public Road Number 7048, in "Mt. Hood Wildwood", Plat No. 519, Clackamas County Surveyors Records, being the road right-of-way described as follows:

All of Easy Street, (Wilson Avenue) Public Road Number 7048, as shown on Exhibit A attached hereto and being a part of this description, that lies southerly of a line that is 1.00 foot southerly of the westerly extension of the northerly line of Lot 24, Block 30, Mt. Hood Wildwood, Plat No. 519, Clackamas County Surveyors Records, being 30 feet wide and, approximately 205 feet long.
Containing 6,150 Sq. Ft. more or less.

IT FURTHER APPEARING that the Board, having read said Petition and report from the County Road Official, and having determined the vacation of the above described portion of Easy Street, Public Road Number 7048, to be in the public interest; and,

IT FURTHER APPEARING that Clackamas County departments of Transportation Maintenance Division, Engineering and Planning, and all local utility companies have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED that the above described portion of Easy Street, Public Road Number 7048, in "Mt. Hood Wildwood", Plat No. 519, Clackamas County Surveyors Records, be Vacated; and,

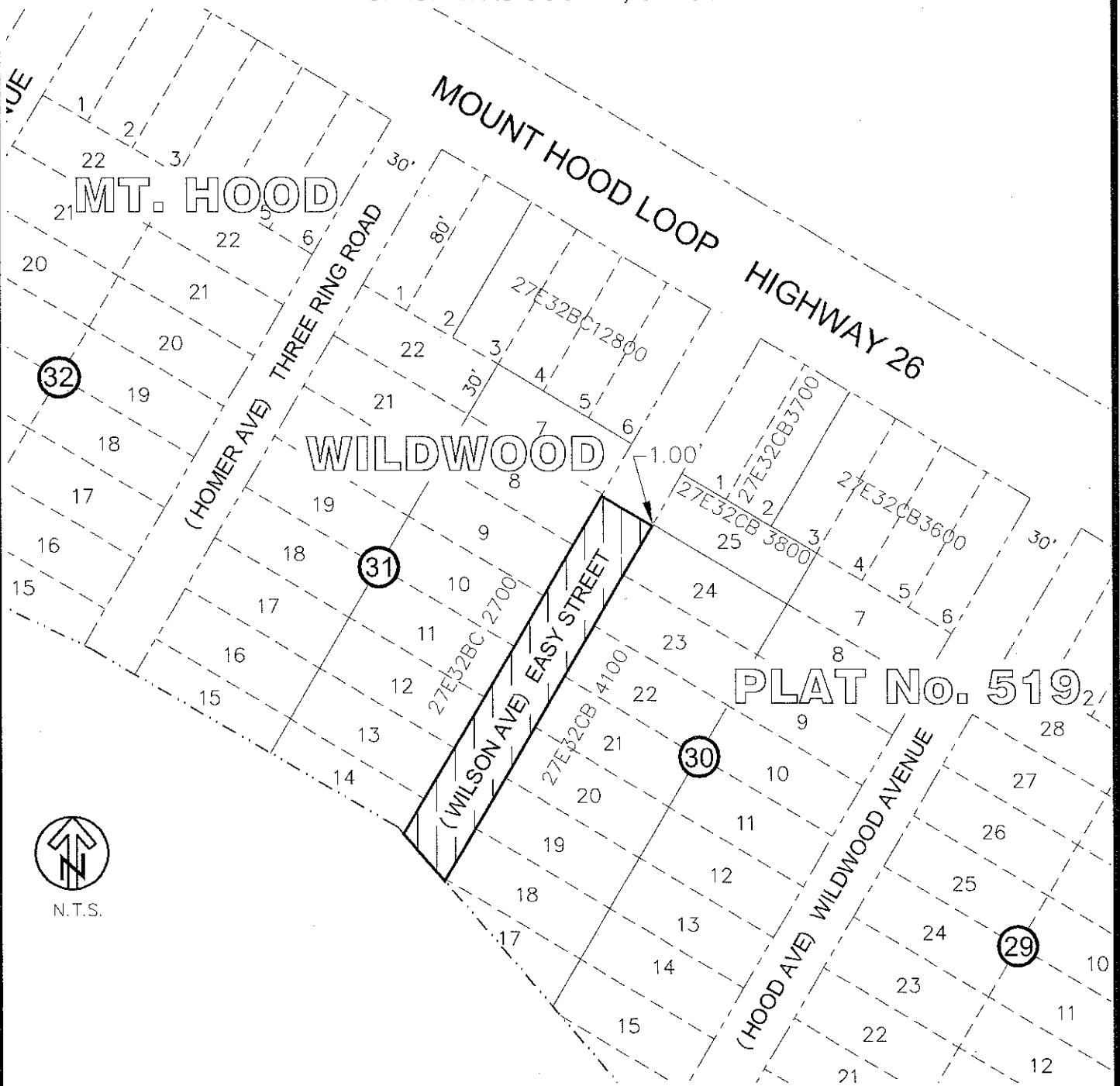
IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

ADOPTED this 17th day of May, 2012.





Chair, BOARD OF COUNTY COMMISSIONERS

Recording Secretary

LOCATED IN THE NW 1/4 & SW 1/4 OF
SECTION 32 T2S., R7E., W.M.
CLACKAMAS COUNTY, OREGON



LEGEND

-  VACATED AREA
6,150 Sq. Ft.
-  LOT LINES
-  RIGHT-OF-WAY LINES
-  SUBDIVISION BOUNDARY



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B"
EASY STREET
ROAD VACATION
PAGE 1 OF 1

RD. FILE NO. P 7048	DRAWN BY D CUTSHALL	DESIGN BY	DATE: 03-13-12
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11
STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

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

May 17, 2012
Board of County Commissioners

Members of the Board:

Approval of a Purchase and Sale Agreement between Clackamas County and
Clackamas County Services District No. 1 for the Purchase of the Service District's
Interest in the Building Formerly known as the Sunnybrook Service Center

Clackamas County Service District No. 1 ("District") currently owns an 18.4% interest in the building located at 9101 SE Sunnybrook Blvd., Clackamas, OR, as evidenced by a Tenancy in Common Agreement dated November 8, 1999. The Tenancy in Common Agreement was negotiated to account for the District's initial investment in the construction of the building.

In 2008, the building was repurposed for use by the Sheriff, and the District no longer occupies the building. Accordingly, the County is purchasing the District's interest in the property. The value of the District's interest as of December 2008 was \$1,720,400. With accrued interest from December of 2008, the amount is now \$1,949,843.

The transaction will be memorialized in the attached Purchase and Sale Agreement and Promissory Note between the County and the District. The documents provide for a 10-year purchase period, with interest at 4.325%. The documents have been reviewed and approved by counsel, and the Board of Commissioners reviewed this matter at a previous study session.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners approve the attached Purchase and Sale Agreement and Promissory Note, and authorize the Chair to sign on behalf of the County

Sincerely,


Steve Wheeler
County Administrator

For information on this issue or copies of attachments,
please contact Dan Chandler at 503-655-8581

17 May 2012

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of this 17th day of May, 2012 (the "Effective Date"), between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district established pursuant to Oregon law ("Seller"), and CLACKAMAS COUNTY, a political subdivision of the State of Oregon ("Purchaser").

RECITALS

A. Seller is the owner of a 18.4% interest in that certain office building located at 9101 SE Sunnybrook Blvd., Clackamas, OR and an undivided access easement for the property on which the Building sits (collectively, the "Property") pursuant to that certain Contract of Sale dated May 16, 2002 between Seller and Purchaser, and that certain Tenancy In Common agreement dated November 8, 1999 between Seller and Purchaser and that certain Contract of Sale between Seller and Purchaser for the purchase of space at the Property for the County Surveyor dated May 16th, 2002 (both agreements together, the "TIC Agreement").

B. Seller vacated the Property in December 2008 and Purchaser has taken exclusive control and use of the Property for remodeling to support housing the Clackamas County Sheriff's Office, who took possession of the Property in the fall of 2011.

C. Purchaser desires to purchase the Property from Seller, and Seller desires to sell the Property to Purchaser.

D. It is the intention of the parties to set forth in this Agreement the terms and conditions of the sale and purchase of the Property

AGREEMENT

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Purchase and Sale. The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") to be paid by Purchaser to Seller is ONE MILLION SEVEN HUNDRED TWENTY THOUSAND FOUR HUNDRED DOLLARS (\$1,720,400.00) plus accrued interest since vacating the premises in December 2008. The Purchase Price shall be paid pursuant to a note executed substantially in the form attached hereto as Exhibit A (the "Note").

3. Termination of Prior Agreements. As part of the sale, Seller and Purchaser hereby agree to terminate the TIC Agreement in its entirety and Seller acknowledges this purchase price as full and complete consideration for its equity interest in the Sunnybrook building and the easement over the underlying land.

4. Closing.

4.1 Closing Date. The closing of the sale of the Property by Seller to Purchaser (the "Closing") shall occur upon full completion of the conditions described below but in no case later than ten (10) business days after execution hereof. The transaction contemplated in this Agreement is "closed" when the Deed (as defined below) to be delivered by Seller is recorded, all other documents required by this Agreement are executed and delivered, and the Note is delivered to Seller as provided in this Agreement.

4.2 Seller's Deliveries. Upon execution hereof, Seller shall promptly deliver, at Seller's cost and expense, a Bargain and Sale Deed ("Deed") substantially in the form attached hereto as Exhibit B, fully executed and acknowledged by Seller, conveying the Property to Purchaser.

4.3 Purchaser's Deliveries. Upon execution hereof, Purchaser shall deliver the Note to Seller.

5. General Provisions.

5.1 Full Authority. Each of the signatories to this Agreement represents and warrants that he/she has the full right, power, legal capacity and authority to enter into and perform his or her obligations hereunder and no approval or consents of any other person are necessary in connection herewith.

5.2 Negation of Agency and Partnership. Any agreement by either party to cooperate with the other in connection with any provision of this Agreement shall not be construed as making either party an agent or partner of the other party.

5.3 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

5.4 Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMITS LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

17 May 2012

5.5 Severability. If any provision of this Agreement shall be held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid provision had not been contained herein.

5.6 Modification or Amendments. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all the parties hereto.

5.7 Waiver. Except as otherwise provided in this Agreement, failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

5.8 Assignment & Successors. Seller and Purchaser may assign its right, title and interest under this Agreement with prior written notice. This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

5.9 Entire Agreement. This Agreement constitutes the entire agreement between and among the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

EXECUTED as of the Effective Date.

SELLER:

PURCHASER:

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

CLACKAMAS COUNTY

By: _____
Chair

By: _____
Chair

Recording Secretary

Recording Secretary

17 May 2012

EXHIBIT A

PROMISSORY NOTE

US \$1,949,843.00

May 17, 2012

For Value Received, CLACKAMAS COUNTY ("Maker") promises to pay to the order of CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (the "Lender") the principal sum of ONE MILLION NINE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED FORTY THREE (\$1,949,843.00) payable on or before the Maturity Date, plus accrued and other interest as specified below. Payments of both principal and interest are to be made in lawful money of the United States of America in immediately available funds to the account designated by the Lender.

This Note is the consideration contemplated in that certain Purchase and Sale Agreement (the "Agreement") dated as of May 17, 2012 between the parties. In that Agreement the Parties agreed that the value of the Property as of December 2008 was \$1,720,400.00. This represents consideration for both Lender's equity share ownership of an office building as well as an underlying access easement for the property on which the office building sat.

Maker acknowledges that the obligation to provide consideration to Lender for the Property accrued in January 2009 and in making this Note agrees to include interest, at the rate set forth below, in the principal amount as accrued but unpaid. The Parties agree to a straight line calculation of this interest, resulting in \$229,423.00 in accrued interest over 37 months, for a total amount owing at time of issuance of the Note of \$1,949,843.00. The parties agree that the interest rate provided for below is fair and reasonable, reflecting the true interest cost of Lender's borrowing undertaken in spring 2009.

The principal balance of the debt evidenced hereby, together with interest thereon, shall be paid as follows:

1. **Interest Rate.** Maker shall pay interest on the unpaid principal balance at the rate of Four and Three Hundred Twenty-Five Thousandths percent (4.325%) per annum from and including the date hereof until the Maturity Date (defined below). Accrued interest may be paid annually on December 31st of each calendar year or accrued interest may compound to principal and be considered for interest calculations thereafter at Maker's sole discretion. Maker's choice to allow interest to accrue to principal shall not be a waiver of Maker's right to make interest payments in the future, and vice versa.

2. **Maturity.** The payment of all principal and accrued interest, if not sooner paid, shall be due and payable on December 31, 2022 (the "Maturity Date").

3. **Prepayment.** This Note may be prepaid, without premium or penalty, in whole or

17 May 2012

in part, at any time or from time to time prior to the Maturity Date, at the sole option of Maker.

4. **No Protest.** Maker waives presentment, demand, protest, notice of protest and any other notices of any kind in connection with this Note.

CLACKAMAS COUNTY

By: _____

Title: _____

Receipt of Note and Acknowledgement of Full Consideration under the Agreement:

**CLACKAMAS COUNTY
SERVICE DISTRICT NO. 1**

By: _____

Title: _____

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports, of this meeting can be viewed at <http://www.clackamas.us/bcc/business/>

Thursday, March 29, 2012 – 10:00 AM

Public Services Building - 2051 Kaen Road, Oregon City, OR 97045

PRESENT: Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Jamie Damon

EXCUSED: Commissioner Ann Lininger

I. CALL TO ORDER

- Roll Call

Commissioner Lininger is out of the office and will not be in attendance today.

- Pledge of Allegiance
- Approval of Order of Agenda

MOTION:

Commissioner Savas: I move we move consent agenda item VI.2 to discussion.
Commissioner Bernard: Second.
Chair Lehan – all those in favor/opposed:
Commissioner Damon: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Lehan: Aye.
Chair Lehan – The Ayes have it and the motion is approved.

II. PRESENTATION

1. *Proclaiming April 2012 as Earthquake Awareness Month in Clackamas County*
Sarah Stegmuller-Eckman, Emergency Management presented the staff report, she then read the proclamation. .

~Board Discussion~

Chair Lehan asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Proclamation April 2012 as Earthquake Awareness Month in Clackamas County.
Commissioner Damon: Second.

~Board Discussion~

Chair Lehan – all those in favor:

Commissioner Damon: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

2. *Presentation of the Clackamas County 2012 Citizen Survey*
Gary Schmidt, Public and Government Affairs presented the staff report. He explained that every two years Clackamas County has conducted a citizen survey to evaluate citizen priorities and satisfaction over a period of time. The 2012 telephone citizen survey was conducted by DHM Research of 400 Clackamas County residents between Feb. 23, and Feb. 27, 2012. A public engagement online survey with the same questions as the telephone survey was available to residents from Feb. 29 to March 15, 2012.

The purpose of both surveys was to monitor citizen perceptions of priority issues in the County, measure citizen perceptions by the County's performance and evaluate citizen perception against departmental responsiveness and communications effectiveness.

Gary showed a short PowerPoint presentation outlining the results of the survey.

~Board Discussion~

III. DISCUSSION ITEMS

Public and Government Affairs

1. Resolution No. **2012-21** in Support of the Proposed O&C Trust, Conservation and Jobs Act
Gary Schmidt, Public and Government Affairs and Dan Green, County Forester presented the staff report.

~Board Discussion~

MOTION:

Commissioner Savas: I move we approve the resolution in Support of the Proposed O&C Trust, Conservation and Jobs Act.

Commissioner Bernard: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

The Board is sitting as the North Clackamas Parks and Recreation District Board of this item.

2. Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and TriMet for the Design and Construction Services for Trolley Trail Segment 2

Chris Storey, County Counsel presented the staff report.

~Board Discussion~

Chair Lehan announced there are folks signed up to speak on this issue.

1. Thelma Haggemiller, Oak Grove – opposes the IGA – submitted a letter.

2. Eugene Schoenheit, Milwaukie – opposes the IGA

3. Les Poole, Oak Grove – opposes the IGA

Chair Lehan asked for motion to postpone action on this item.

MOTION:

Commissioner Savas: I move we bring this item to a work session in the near future.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

V. CONSENT AGENDA

MOTION:

Commissioner Savas: I move we approve the amended consent agenda, absent agenda item VI. 2, which was pulled off consent to discussion.
Commissioner Bernard: Second.
Chair Lehan – all those in favor:
Commissioner Damon: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Lehan: Aye.
Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

A. Finance Department

1. Resolution No. **2012-22** for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2011-2012
2. Resolution No. **2012-23** for Clackamas County for Transfer of Appropriations for Fiscal Year 2011-2012

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Business & Community Services

1. Approval of an Amendment to the Intergovernmental Agreement between Clackamas County and the State of Oregon for the Springwater Trail Transportation Program Enhancement Project

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Board Order No. **2012-24** Authorizing North Clackamas Parks and Recreation District to Apply for Oregon Parks and Recreation Department Local Government Grant Program Funding for Development of a Playground at Hood View Park
2. **Moved to Discussion (see discussion item No. 2.)** Approval of an Intergovernmental Agreement between North Clackamas Parks and Recreation District and TriMet for the Design and Construction Services for Trolley Trail Segment 2

IV. CITIZEN COMMUNICATION

This is an opportunity to address the board on items that are not on the Agenda or items that are on the Agenda but not scheduled for Public Comment. This portion of the Agenda is limited to items of County business for the Board as a whole to consider and may not be of a personal nature. If you wish to speak you should fill out a blue card and give it to our clerk. *Please limit your comments to 3 minutes. Comments should be respectful and courteous to all.* In most cases if you have an issue that you need a response on, it should also be submitted in writing along with the best way to get back to you. Commissioners may choose to respond under Commissioner Communication or staff may get back to you after the meeting.

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

1. Pamela White, Canby – supports the Children’s Center in Clackamas County.
2. Melissa Erlbaum, Clackamas Women’s Services – Children’s safety in Clackamas County.
3. Susan Cazier, Molalla – Children safety.
4. Sonja Pauli, opposes agenda 21 of the United Nations.
5. Robert Shannon, Damascus – traffic concerns on 172nd

Steve Wheeler will look into this and get back to Mr. Shannon.

6. Mack Woods, Canby – property owned by Jim Bernard.
7. Les Poole, Milwaukie – Mil. Light rail, misc.
8. Dale Seale, Happy Valley – lack of transparency in Clackamas County.
9. Richard Langdon, Portland – definition of “similar uses”.
10. Maryanna Moore, Gladstone – Gladstone Library, right to vote.
11. Roger Martin, Lake Oswego – Importance of civility at public meetings – light rail is important for the future of transportation in this County.
12. Herb Chow, opposes light rail – should look at other alternatives.

VII. COMMISSIONERS COMMUNICATION

MEETING ADJOURNED – 11:40 AM

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County’s Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove 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/>



13

Nancy Drury
Director**DEPARTMENT OF EMPLOYEE SERVICES**PUBLIC SERVICES BUILDING
2051 KAEN ROAD | OREGON CITY, OR 97045

May 9, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval and Adoption of the Affirmative Action Plan Hiring Goals

Clackamas County is a voluntary participant in the development of a written affirmative action plan. The Affirmative Action Plan (AAP) reaffirms the County's continuing commitment to the principles of equal employment opportunity for women and minorities; to increase effectiveness by setting forth current and future action being taken by the County concerning employment opportunities; and to provide for implementation, self-policing, and monitoring through a comprehensive affirmative action program.

The Department of Employee Services (DES) along with the Affirmative Action Committee (AAC) meets annually to evaluate the current year AAP. The AAC is comprised of County employees from most departments including directors, supervisors or their designated representatives, and several employees from minority groups serving as "members at large." The primary responsibility of the AAC is to review availability and utilization figures and to *recommend countywide hiring goals* to the BCC. If underutilization is found, the County must use its best efforts to develop and implement procedures designed to increase the number of qualified women and minority candidates in the applicant pool. The AAC recommends hiring goals to correct underutilization in categories where there is significant underutilization of women and/or minorities.

If underutilization is found, the County must use its best efforts to develop and implement procedures that are designed to increase the number of qualified women and minority candidates in the applicant pool. The AAC recommends hiring goals to correct underutilization in categories where there is significant underutilization of women and/or minorities.

The AAC is recommending the Board approve hiring goals for three EEO categories in which female or minority underutilization is at two or more standard deviations from availability. This level of underutilization represents significant under-representation of the protected group in the workforce. Hiring goals are Countywide goals and are measured in terms of net increases at the end of the year (considering both hires and exits in the category). Hiring goals are meant to be "reasonable and attainable," and consider how many hiring opportunities are expected in the category.

RECOMMENDATION

The Department of Employee Services respectfully recommends that the Board of County Commissioners approve the following hiring goals:

S:\Personnel\Board Order\STAFF REPORT\AAPlan 2012.docx

EEO CATEGORY	RECOMMENDED HIRING GOALS Feb-2012	
	Female	Minority
EEO 4: Protective Service	5	3
EEO 7: Skilled Craft	2	No Underrepresentation
EEO 8: Service/Maintenance	No Underrepresentation	1

The Committee recognizes that a BCC adopted hiring goal in a job category triggers an opportunity to refer additional candidates from eligibility registers under the County's Personnel Ordinance. Hiring goals are generally reserved for situations of significant underutilization from availability. The County Affirmative Action Officer (Director of Employee Services) oversees the County's Affirmative Action programs and ensures compliance with the plan's policies.

Sincerely,



Nancy Drury
Director, Department of Employee Services

For more information on this issue or copies of attachments, please contact JJ Peters at 503-742-5485 or Emmett Wheatfall at 503-655-8291

2012 STATUS OF AAP IN THE COUNTY

EEO CATEGORY	AVAILABILITY		COUNTY WORKFORCE			UNDERUTILIZATION (Two Std Deviation)		STD DEVIATION		RECOMMENDED HIRING GOALS	
	<u>Feb-11 2000 Census</u>		<u>Feb-12</u>					<u>Feb-12</u>			
	Female	Minority	Employees	Female	Minority	Female	Minority	Female	Minority	Female	Minority
EEO 1: Officials/Admin	34.01%	14.61%	57	23 40.35%	6 10.53%			0.85	-0.83		
EEO 2: Professionals	61.22%	11.32%	509	311 61.10%	51 10.02%			0.42	-1.22		
EEO 3: Technicians	31.67%	11.20%	191	61 31.94%	17 8.90%			-0.23	-0.98		
EEO 4: Protective Service	26.32%	11.09%	364	71 19.51%	24 6.59%	Y	Y	-2.89	-2.81	5	3
EEO 5: Paraprofessionals	80.48%	13.04%	221	191 86.43%	33 14.93%			2.22	0.65		
EEO 6: Office/Clerical	87.70%	12.18%	232	210 90.52%	28 12.07%			1.24	-0.04		
EEO 7: Skilled Craft	8.45%	10.88%	114	3 2.63%	7 6.14%	Y		-2.21	-1.49	2	
EEO 8: Service/Maint	16.82%	19.64%	83	19 22.89%	9 10.84%		Y	0.92	-2.09		1
COUNTY TOTALS*			1782	895 50.22%	175 9.82%					7	4

* County totals reflect total workplace figures for both plan years.
Elected officials are included in County totals only and are not part of EEO categories 1-8.

02/01/2012 DATA

CLACKAMAS COUNTY WORKFORCE

Date of Data	Total Employees	Male	Female	White	Black	Hispanic	Asian	Am. Indian	Total Minorities
5/26/1989	1103	553 50.14%	550 49.86%	1066 96.65%	2 0.18%	11 1.00%	18 1.63%	6 0.54%	37 3.35%
6/15/1990	1168	597 51.11%	571 48.89%	1128 96.58%	2 0.17%	13 1.11%	18 1.54%	7 0.60%	40 3.42%
7/3/1991	1288	648 50.31%	640 49.69%	1245 96.66%	5 0.39%	15 1.16%	16 1.24%	7 0.54%	43 3.34%
5/1/1993	1383	685 49.53%	698 50.47%	1334 96.46%	9 0.65%	17 1.23%	16 1.16%	7 0.51%	49 3.54%
5/1/1994	1471	749 50.92%	722 49.08%	1418 96.40%	10 0.68%	20 1.36%	15 1.02%	8 0.54%	53 3.60%
7/28/1995	1533	780 50.88%	753 49.12%	1473 96.09%	12 0.78%	23 1.50%	16 1.04%	9 0.59%	60 3.91%
8/9/1996	1579	794 50.28%	785 49.72%	1513 95.82%	16 1.01%	28 1.77%	14 0.89%	8 0.51%	66 4.18%
9/16/1997	1562	776 49.68%	786 50.32%	1500 96.03%	16 1.02%	24 1.54%	14 0.90%	8 0.51%	62 3.97%
11/21/1998	1690	836 49.47%	854 50.53%	1617 95.68%	17 1.01%	32 1.89%	16 0.95%	8 0.47%	73 4.32%
8/4/1999	1726	844 48.90%	882 51.10%	1651 95.65%	15 0.87%	35 2.03%	18 1.04%	7 0.41%	75 4.35%
1/5/2001	1836	889 48.42%	947 51.58%	1747 95.15%	17 0.93%	38 2.07%	24 1.31%	10 0.54%	89 4.85%
1/23/2002	1875	896 47.79%	979 52.21%	1768 94.29%	23 1.23%	40 2.13%	29 1.55%	15 0.80%	107 5.71%
1/27/2003	1781	842 47.28%	939 52.72%	1673 93.94%	19 1.07%	44 2.47%	31 1.74%	14 0.79%	108 6.06%
3/24/2004	1668	793 47.54%	875 52.46%	1566 93.88%	16 0.96%	45 2.70%	24 1.44%	17 1.02%	102 6.12%
3/25/2005	1718	808 47.03%	910 52.97%	1607 93.54%	18 1.05%	49 2.85%	28 1.63%	16 0.93%	111 6.46%
3/9/2006	1739	822 47.27%	917 52.73%	1619 93.10%	21 1.21%	53 3.05%	29 1.67%	17 0.98%	120 6.90%
2/13/2007	1778	850 47.81%	928 52.19%	1644 92.46%	24 1.35%	61 3.43%	33 1.86%	16 0.90%	134 7.54%
2/8/2008	1821	881 48.38%	940 51.62%	1670 91.71%	29 1.59%	68 3.73%	40 2.20%	14 0.77%	151 8.29%
2/3/2009	1836	904 49.24%	932 50.76%	1674 91.18%	30 1.63%	75 4.08%	41 2.23%	16 0.87%	162 8.82%
2/3/2010	1768	887 50.17%	881 49.83%	1607 90.89%	32 1.81%	77 4.36%	41 2.32%	11 0.62%	161 9.11%
2/3/2011	1774	888 50.06%	886 49.94%	1606 90.53%	32 1.80%	85 4.79%	37 2.09%	14 0.79%	168 9.47%
1/11/2012	1782	887 49.78%	895 50.22%	1607 90.18%	31 1.74%	88 4.94%	40 2.24%	16 0.90%	175 9.82%

METHODOLOGY FOR ACHIEVING GOALS

The County has pursued a variety of targeted activities in order to achieve success with hiring goals. The involvement of a Countywide Affirmative Action Committee (AAC) has been critical to the promotion of Affirmative Action. The AAC is represented by various individuals including department directors, supervisors or their designated representatives, and several employees from minority groups serving as "members at large." The AAC representatives are responsible for recommending to the BCC Countywide goals and working cooperatively with the Department of Employee Services – Department of Employee Services in achieving these goals.

The County's Diversity Manager is a critical position for the County for expanding recruitment outreach to underutilized populations and for leading the efforts of the County's Diversity Initiative. The Department of Employee Services has actively worked to establish countywide objectives with respect to workplace diversity, recommend improvements to Human Resource programs, establish improved applicant outreach activities, and establish training and diversity protocol programs. The County participated in a number of outreach recruitment efforts in the past year and continues to plan for new events in the current year. Outreach includes attending job fairs and diversity events, and visiting schools and one-stop career centers.

The AAC representatives continue to work with the Department of Employee Services and supervisory staff from their departments to keep them informed of goals and progress towards meeting the County's Affirmative Action goals. This committee is also involved in recommending new programs and activities to improve Affirmative Action efforts and enhance outreach for all applicants.

For the next calendar year 2012, the County will continue to provide diversity awareness training programs such as the Connections Initiative – a training effort delivered in three levels. The first level, Building Connections provides the foundation training for understanding diversity and working in a diverse work environment. The second level, Managing Connections provides skills to help managers supervise a diverse workforce. The third level, Community Connections provides skills for employees who work with the public or whose programs affect the community. While all employees will attend the first level; some will attend two or three levels depending on their work role. The Department of Employee Services expanded its diversity efforts with new programs such as the quarterly diversity Brown Bag Lunch Series, A Day With...., and the formation of the new employee-based Diversity Advisory Council (DAC). With the formation of the DAC comes new cultural activities and recognition of holidays.

The Department of Employee Services continues to provide training on workforce harassment (including sexual harassment) and other equal employment issues as part of its County-wide training calendar. Training specific to Affirmative Action and commitment to equal employment opportunity is included in new employee orientation and supervisory training.

Clackamas County gives full consideration to females and minorities not currently in the workforce. A good faith effort is being made to recruit females and minorities with requisite skills not currently in the workforce. The County participates at numerous job fairs including those at local community colleges in the metropolitan area. Additionally, the County attends quarterly "Say Hey, NW" events designed to welcome new professionals of color relocating to

Oregon and Southwest Washington. Also, the County utilizes appropriate agencies and publications to recruit qualified minorities and females.

In support of the Personnel Ordinance and collective bargaining agreements, the AAC recognizes the need to provide training to enhance skills needed for promotion and career development. AAC representatives will target internal training opportunities as a means for achieving parity goals.

SUGGESTED ACTIVITIES FOR ACHIEVING GOALS

The Affirmative Action Committee meets at least annually to provide an update on the progress being made in each category and develop additional hiring strategies. The AAC suggests various activities to achieve hiring goals and enhance diversity within the County's workforce. The activities comprise 5 categories: **Recruitment, Training, Creating a Welcoming Workplace, Public Relations, Diversity Awareness Programs** and other **Human Resources Activities**. [Note: not all suggested activities are currently developed. This is a list of suggested activities to enhance Affirmative Action efforts].

RECRUITMENT

The AAC recognizes that advertising and outreach are crucial in exposing the public to the vast employment opportunities within Clackamas County.

- The County will email a weekly job listing to approximately 63 organizations as targeted in the Affirmative Action Mailing List (see Appendix B). Additional organizations will be continually identified and added to the County's mailing list.
- Increase visibility at job fairs to communicate the County's commitment to Equal Employment and inclusion. Minority employees in various County departments will be asked to partner with staff from the Department of Employee Services when attending job fairs. Attendees will receive "career counseling" on County hiring opportunities that match their individual skills.
- Employment opportunities with the County will be advertised in local community newspapers for recruitments targeted for expanded outreach.
- Continue to make an effort to have the County's workforce reflect the changing population being served by hiring staff who can directly communicate with non-English speaking individuals without needing a third-party translator. In the absence of bilingual staff, seek interpreters to assist in delivery of services.
- Departments will continue to identify positions that require bilingual skills, particularly Spanish-English language skills to serve Hispanic populations. Specialized recruitment efforts will be made to meet this need.

- To attract minorities and females the County will make site visits to deliver presentations and answer questions at the Urban Leagues, local one-stop career centers and other organizations that have frequent minority contacts that are actively seeking employment.
- Staff from the Department of Employee Services will attend meetings and develop business contacts of community organizations and advocacy groups that serve minority persons.
- Attention will be given to the hiring of minorities in temporary positions or as interns. Encourage departments to post temporary and intern positions externally, through minority newspapers or through local one-stop career centers to increase minority applicants for these positions. Distribute job postings to various colleges, training schools, churches and community centers.
- Employee Services will continue to post a separate job listing site on the County's Internet page to allow postings of temporary positions, internships and volunteer opportunities.
- The Department of Employee Services staff will increase recruitment efforts for classifications in which the AAC has established affirmative action goal(s). This effort will be coordinated with department hiring managers and may include additional advertising in minority newspapers and outreach efforts.
- Employee Services will include a reference to the affirmative action goals on every job opening form that is activated for recruitment or referral of names from an eligibility register. This notice is returned to the hiring managers for their awareness of hiring goals. The existence of hiring goals will be used to develop an effective outreach recruitment plan as well as provide additional referrals from the eligibility register under the policies of the County Code/Personnel Ordinance.
- Employee Services will comply with the County's Personnel Ordinance as amended in November 2004 by referring additional names of eligible female and minority applicants where there is a required hiring goal in the adopted AA Plan.
- Accommodate applicants with disabilities by offering assistance in completing application materials and by providing reasonable accommodation in the testing process.
- Provide assistance to applicants through various methods by offering assistance in completing the on-line application and other required materials.
- Post County Job Openings in Department of Employee Services so citizens can review.
- Provide informational workshops and training to citizens on how to gain County employment.
- Encourage employees attending community events and meetings to market the County as an employer and share current employment opportunities.
- Use social media (Facebook, Twitter, etc.) to promote employment opportunities and encourage applicants to sign up at job fairs and other diversity events.
- Encourage County employees to develop personal connections with minorities in the community.
- Efforts will be made to include minority raters in the Oral-board interview process.

- A final activity to achieve hiring goals during the selection process will be the development of a comprehensive training program for potential oral board raters prior to serving on oral board panels. The program would contain training on Affirmative Action and Equal Employment issues. Raters in oral board examinations as well as department employees on selection committees need to be adequately informed of the County's policy and Affirmative Action goals for the year.

TRAINING

- Promote general skills training for all employees to increase competitiveness for promotion. The County offers comprehensive training programs that provide general skills training, lead worker and supervisory training.
- Encourage employees to apply for promotional opportunities by providing developmental and career development opportunities.
- Provide interview skills training and coaching to employees interested in promotional opportunities.
- Encourage women and minorities to take advantage of the training courses in the County.
- Encourage employees to participate in activities that will expose them to diversity and cultural differences, which will help to better understand each other.
- Develop apprenticeships to attract trainee level employees or allow current employees to try new career paths. Explore the development of programs that would allow employees to submit their interest in learning about County jobs that are outside of their current job family.
- Encourage managers and supervisors to have discussions with their employees surrounding career goals and promotional opportunities. Encourage supervisors to develop career planning in employee performance evaluations. Foster an atmosphere that encourages the development of individual goals and interests in support of job responsibilities.
- Provide cultural sensitivity and cultural competency training to all employees and specifically to managers responsible for hiring regular and temporary employees.
- Utilize the County newsletter, INSIGHTS, and County e-mail to communicate supervisory and leadership principles.
- Encourage departments to offer training opportunities for all employees and to communicate openly how employees will be selected for training opportunities to eliminate perception of inequities.

CREATING A WELCOMING WORKPLACE

- Continue to provide the County's New Employee Orientation program to welcome new employees to the County workplace.
- Review the physical appearance of County buildings and lobbies to showcase a professional atmosphere. Encourage departments to showcase support of teamwork, customer service and diversity issues through artwork, slogans, pictures and posters in public lobbies.

- Continue to improve facility consolidation and improvement of disabled access for all County facilities.
- Encourage County departments to form “hospitality” or “welcoming” committees that can assist new employees feel welcomed and oriented to the department.
- Continue to have the County’s Diversity Manager attend New Employee Orientation and New Supervisor Orientation to offer an orientation on how to access programs and feel welcomed.
- Communicate how employees may access the Diversity Manager to discuss concerns in the work environment.

AFFIRMATIVE ACTION/DIVERSITY AWARENESS PROGRAMS

The AAC also recognized that continued efforts must be made in promoting diversity and equal employment issues in Countywide training courses, particularly in supervisory training programs. The AAC suggested that issues of diversity be incorporated into the County’s work environment and promotion of the County as an employer.

- Continue to educate employees in the areas of Diversity, Affirmative Action Plan, Equal Employment Opportunities and Americans with Disabilities Act.
- Recognize the County’s minorities and females in non-traditional jobs. Publish articles and photos in the County newsletter, Insights, and outside publications.
- Access the County’s Cable network and other media types to advance the County’s public image in relation to Affirmative Action goals and progress.
- Measure the effectiveness of employees’ participation in diversity activities.
- Support County, regional and statewide cultural diversity committees and encourage employees to become members and/or participate in conferences, workshops or seminars.
- Assist in identifying potential problem areas in departmental practices and procedures and act as a resource for finding solutions to those problems.
- Promote a positive discrimination-free climate and work environment where each employee’s rights are respected.
- Evaluate the County employee groups that are currently meeting with diversity groups and/or diverse community organizations and encourage other employees to join these groups.
- The County is an active participant in external diversity events such as Say Hey, NW and Breakfast of Champions.
- Include positive statements about County employment in advertisements for County jobs. Market County employment to minority communities.
- Employee Services will support departments in the creation and maintenance of Equal Employment Opportunity Plans (EEOP) when these are required. Several EEOP’s have been developed to support receipt of Federal and State Department of Justice grants. Plans are in place for the Sheriff’s Office, Juvenile Department and District Attorney’s Office.

COMMUNICATION OF AFFIRMATIVE ACTION

- The AAC will meet at least annually, and more often as needed, to review the status of the County's progress in meeting the goals set to achieve parity with the availability of minorities and women in the workforce. If necessary, these meetings will be utilized to revise strategies to improve efforts made toward achieving the established goals.
- The Department of Employee Services will be periodically updating the AAC with statistics reflecting new minority and female hires into the identified EEO categories.
- The Department of Employee Services will continue to promote diversity awareness and the need to achieve the goals established for the current year to all supervisors and departmental directors.
- The County will publish article(s) on Affirmative Action in Insights. The article will communicate to all employees on the progress being made toward correcting under-utilization and the goals set for the current year.
- The Affirmative Action Plan will be accessible on the internet and intranet.
- Develop a section on the Web page noting Clackamas County's commitment to achieving diversity
- Incorporate the County's commitment to diversity and diversity programs within the County business plan.

OTHER HUMAN RESOURCE ACTIVITIES

- The Department of Employee Services will continue to monitor the results of the Exit Interview Program. Results from this program will be examined periodically to determine retention strategies.
- AAC or designated representative(s) to serve and participate at minority organizations' business meetings.
- Go beyond recruitment(s). Educate specific minority communities about career opportunities and types of skills required for various positions with the County.

14



Debbie McCoy
Manager

CABLE COMMUNICATIONS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD OREGON CITY, OR 97045

May 17, 2012

Board of Commissioners
Clackamas County

Members of the Board:

BOARD ORDER FOR RENEWAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT FOR USE OF THE COUNTY RIGHTS-OF-WAY BY COLTON TELEPHONE COMPANY, AN OREGON COOPERATIVE, DBA COLTONTEL

The County has concluded negotiations with Colton Telephone Company, an Oregon Cooperative, dba ColtonTel, with terms and conditions for use of the County's rights-of-way to provide a cable communications system to residents in unincorporated Clackamas County. A map of the area to be served is represented as Exhibit A in the franchise agreement. ColtonTel will pay franchise fees, the same as other cable television providers, of 5% of gross revenues.

Provisions of the Franchise Agreement include broadcast of up to five (5) Public, Educational and Government (PEG) Access channels and an additional access channel may be required upon request of the Board of County Commissioners when expansion criteria for channel capacity is met. Also included are customer service standards and interconnection requirements with all other contiguous cable systems in Clackamas County in addition to the continuation of the existing Institutional Network connection with the fire station. The cable company has also agreed to support PEG and I-Net Access with a monthly contribution of \$1.00 per subscriber.

RECOMMENDED ACTION:

Staff respectfully recommends the Board approve the Cable Television Franchise Renewal Agreement with Colton Telephone Company for a term of twelve (12) years from the effective date of August 17, 2012.

County Counsel has seen and approved the attached Board Order



David Anderson, Assistant County Counsel

Respectfully submitted,



Debbie McCoy, Manager
Cable Communications
rc

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

In the Matter of a Renewal
Of the Cable Television
Franchise Agreement For Use of the
County Rights-of-Way By
Colton Telephone Company, an
Oregon Cooperative, dba ColtonTel.



ORDER NO.

This matter coming on at this time, and it appearing that Colton Telephone Company an Oregon Cooperative, dba as ColtonTel has, been providing cable television service utilizing the County rights-of-way pursuant to a franchise agreement that will expire on August 17, 2012; and

It further appearing that the County and ColtonTel have conducted negotiations as provided by federal law concerning the franchise renewal; and

It further appearing that the issuance of a renewal subject to the terms and conditions of the attached Franchise Agreement would be in the best interests of the citizens of the County;

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached Franchise Agreement be approved and executed, and be subject to the terms and conditions as specified in the Agreement for a term of twelve (12) years as specified in Section 3.3.

DATED this ____ day of May, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

15



GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

May 17, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Authorizing the Director of Business and Community Services
or designee to Sign and Execute Documents relating to the
Exchange of the County's Hunchback Mountain property**

The County Forest division requests additional authorization for the Director or designee of Business and Community Services (BCS) to sign or execute various permits, deeds, easements and similar documents related to the exchange of the County's Hunchback Mountain property to the U.S. Forest Service in return for property the U.S. Forest Service owns in the Wildcat Mountain area. The Board granted initial authorization to the Director of BCS on January 12, 2012 as described in Clackamas County Order Number 2012-03. In the course of negotiations, the U.S. Forest Service has requested that instead of paying the cash value difference in the appraised value of the properties to be exchanged, that the County purchase and transfer to the U.S. Forest Service approximately 283 acres owned by Western Rivers Conservancy located on Alsea Bay, just east of Waldport, Oregon in Lincoln County, and that the U.S. Forest Service will pay the County any cash deficiency between the amount paid for the Alsea Property and the difference between the appraised values of the Hunchback Mountain Property and the Wildcat Mountain Property. Documents will first be approved by Clackamas County Counsel for terms, conditions and form.

Various permits, deeds, easements and other documents will be necessary to complete the exchange. Rather than come to the Board of County Commissioners with each document, it would be most efficient to authorize the Director of Business and Community Services or designee to sign for the County.

Recommendation

Authorize the Director of Business & Community Services or designee to Sign and Execute Documents Relating to the Exchange of the County's Hunchback Mountain property.

Sincerely,

Laura Zentner, Deputy Director
Business and Community Services

For information on this issue or copies of attachments please contact Dan Green at 503.742.4425

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

In the Matter of Providing Business and Community Services with Supplemental Authority to Complete a Land Exchange of the County's Hunchback Mountain Property Located Immediately East of Welches, and Furthermore Delegating Supplemental Authority to the Director or designee of Business and Community Services to Negotiate on Behalf of the Board of County Commissioners any and all Documents Necessary to Complete the Transaction



ORDER NO.

This matter coming before the Board of County Commissioners, and it appearing that Clackamas County desires to exchange approximately 172.5 acres on the County's Hunchback Mountain forest land property located on Salmon River Road, one quarter mile south of Highway 26 in the Welches area (the "Hunchback Mountain Property"), for approximately 160 acres of U.S. Forest Service land located in the Wildcat Mountain area (the "Wildcat Mountain Property"); and

It further appearing that on January 12, 2012 the Board of County Commissioners authorized the Director of Business and Community Services to negotiate and execute the exchange with the U.S. Forest Service, including the payment of funds from the County Parks & Forest Trust as described in Clackamas County Order Number 2012-03; and

It further appearing that in the course of those negotiating the U.S. Forest Service has requested that instead of paying the cash value of the difference in the appraised value of the properties to be exchanged, that the County purchase and transfer to the U.S. Forest Service approximately 283 acres owned by the Western Rivers Conservancy located on Alsea Bay, just east of Waldport, Oregon in Lincoln County (the "Alsea Property"), and that the U.S. Forest Service will pay to the County any cash deficiency between the amount paid for the Alsea Property and the difference between the appraised values of the Hunchback Mountain Property and the Wildcat Mountain Property; and

It further appearing that it remains in the best interest of the County to complete this exchange under the additional terms requested by the U.S. Forest Service and to further authorize the Director or designee of Business and Community Services to execute documents to complete this exchange;

NOW, THEREFORE, IT IS HEREBY ORDERED that Business and Community Services has the authority to use funds from the County Parks & Forest Trust to purchase the Alsea Property, and to exchange the Alsea Property and the Hunchback Mountain Property for the Wildcat Mountain property and cash equal to the difference in value of the exchanged properties, and that the Director or designee of Business and Community Services may negotiate and sign any and all documents necessary to complete the exchange of said property.

DATED this 17th day of May, 2012

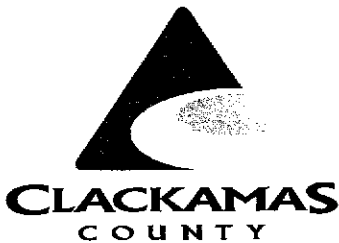
BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

16

MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

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

May 17, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Amendment to Intergovernmental Lease between Clackamas County
and the State of Oregon North Willamette Research and Extension Center**

North Willamette Research and Extension Center (NWREC) plans to make a small portion of its land available for a land lease pilot project. The purpose of the pilot project is to explore a model for creating opportunities for market expansion for local farmers to grow their businesses while connecting growers with research and outreach faculty at the Center. During this incubator pilot project, faculty and a farmer will work together—and learn together—to refine production processes and experiment with new practices. Conventional and certified organic land at the Center will be included in this pilot project. The farmer in this pilot project has never grown commercial vegetable crops organically. Working with NWREC's faculty will help both the farmer and faculty develop practices to improve organic production on local farms.

Clackamas County and NWREC currently have an intergovernmental lease agreement (lease) that extends through September 1, 2012. The lease states that NWREC will not assign, transfer, pledge, hypothecate or otherwise encumber the lease or the estate or any interest without first obtaining the County's consent.

By approving the attached lease amendment, Clackamas County will provide its consent to allow NWREC to make lands available for lease to accomplish the pilot project. The amendment will continue for the remainder of the lease term until September 1, 2012. All other terms of the Lease shall remain the same.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Amendment to Intergovernmental Lease Agreement Between Clackamas County and the State of Oregon By and Through the State Board of Higher Education on Behalf of Oregon State University, North Willamette Research and Extension Center. Your favorable consideration is requested.

Sincerely,


Marc Gonzales
Finance Director

For information on this issue or copies of attachments,
please contact Laurel Butman at 503-655-8893.

Amendment to Intergovernmental Lease Agreement Between Clackamas County and The State of Oregon By and Through the State Board of Higher Education on Behalf of Oregon State University, North Willamette Research and Extension Center

**Amendment to Intergovernmental Lease Agreement Between
Clackamas County and the State of Oregon By and Through the State
Board of Higher Education on Behalf of Oregon State University, North
Willamette Research and Extension Center**

1. The parties entered into an Intergovernmental Lease Agreement pursuant to the authority of ORS Chapter 190. The term of that lease is from September 1, 2007 through September 1, 2012.
2. Paragraph 17 of that lease states that Lessee will not assign, transfer, pledge, hypothecate or otherwise encumber the lease or the estate or any interest without first obtaining the County's consent.
3. Lessee plans to make lands available for a pilot land lease project. Lessee proposes to lease the land for \$400 per acre.
4. Clackamas County hereby provides its written consent to allow Lessee to make lands available for the pilot lease project and to lease the land for \$400 per acre. This amendment will continue for the remainder of the lease term until September 1, 2012. All other terms of the Lease shall remain the same.

Dated: May 17, 2012

By: _____

CLACKAMAS COUNTY, by its Board of Commissioners

Dated: May 17, 2012

By: _____

STATE OF OREGON acting by and through the State Board of Higher Education on
Behalf of Oregon State University, North Willamette Research and Extension Center



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

May 17, 2012

Stephen L. Madkour
County Counsel

Board of Commissioners
Clackamas County

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

Members of the Board:

**RIGHT OF WAY AND ROAD USE AGREEMENT WITH THE DEPARTMENT OF THE
INTERIOR BUREAU OF LAND MANAGEMENT**

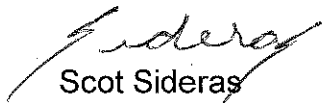
Forests are important to the quality of life in Clackamas County. A key element in balancing the biological, economic, and social considerations in the management of County-owned forested properties is securing access to the 2,800 acres of forest managed utilizing sustainable forest management practices and the 1,100 acres of forest where there is no scheduled timber harvest.

In order to get to the County's forests it is vital that County personnel be able to use right of way across federal lands. The right to use the roads is controlled by the United States through the Department of the Interior and the Bureau of Land Management, and is regulated by Permit. The execution of the Permit accompanying this Staff Report will give County personnel the ability to use O. and C. Logging Roads and related rights of way for the purpose of accessing and managing County forests.

RECOMMENDATION

Staff respectfully recommends that the Board approve the Permit.

Respectfully submitted,


Scot Sideras
Legal Counsel, Senior

For more information on this item please contact Scot Sideras at (503) 742-4332 or
scotsid@co.clackamas.or.us.

After recording return to:
District Realty Specialist
Bureau of Land Management
Salem District Office
1717 Fabry Rd. SE
Salem, OR 97306

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

0. AND C. LOGGING ROAD RIGHT-OF-WAY PERMIT

43 CFR Subpart 2812
Title V, P.L. 94-579; 90 Stat 2743

Name of Permittee: **Clackamas County**
Address: **Dept. of Transportation & Development
150 Beavercreek Road
Oregon City, OR 97045**

**Permit No. S-1147
Serial No. OR 63302FD**

In accordance with and subject to the provisions of the above-noted regulations which are incorporated herein and made a part hereof and in consideration of a grant of the right to use roads and rights-of-way across the lands described in Schedule 2, attached hereto and made a part hereof, said grant to the United States having been made by the Permittee by Right-of-Way and Road Use Agreement No. OR63302 dated _____, the United States hereby grants to Permittee the right of use roads and rights-of-way across the lands described in Schedule 1, attached hereto and made a part hereof, for the respective periods of time indicated on Schedule 1. The use of such roads and rights-of-way by the Permittee shall be for the purpose of management and removal of timber, forest and mineral products from lands which are owned or controlled by Permittee as of the time of exercise by Permittee of the rights herein granted by the Government. Except as expressly provided in Exhibit A, attached hereto and made a part hereof, rights-of-way and road use fees shall be determined and paid in accordance with the above-identified regulations.

All rights of Permittee with respect to the use of roads and rights-of-way across the lands described in Schedule 1 shall hereafter be determined in accordance with this permit. All outstanding rights heretofore granted to the Permittee to use such roads and rights-of-way are hereby terminated.

The routes and construction specifications for roads to be constructed by the Permittee over the lands described in Schedule 1 shall be prepared in accordance with 43 CFR 2812.1-2(c) and filed with the Authorized Officer. No construction shall be commenced until such routes and specifications have been approved by the Authorized Officer. Upon receipt of such approval, unless the Authorized Officer shall otherwise direct, the Permittee shall forthwith, to the extent that conditions of weather permit, initiate

construction of such roads in accordance with the approved route and construction specifications and diligently prosecute such construction to completion.

This permit is accepted subject to the regulations described herein, together with the conditions specified herein and in Exhibit A.

Any permanent easement which Permittee may grant pursuant to 43 CFR 2812.6-2(a) (11) shall be granted on the attached exclusive road easement form.

This Permit is a nonexclusive license as described in 43 CFR §2812.2-1. If the Permittee disposes of any lands owned or controlled by him that are served by this Permit and the new landowner wishes to exercise any rights hereunder, the new landowner must apply for an assignment.

ACCEPTED BY PERMITTEE:

CLACKAMAS COUNTY

Signature

Title

Date: _____

APPROVAL:

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Field Manager

Cascades Resource Area

Date: _____



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

May 17, 2012

Board of County Commissioners
As the Governing Body of
Clackamas County Service District No. 1

Members of the Board:

**APPROVAL OF A PURCHASE AND SALE AGREEMENT BETWEEN
CLACKAMAS COUNTY AND CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1 FOR THE PURCHASE OF THE SERVICE DISTRICT'S
INTEREST IN THE BUILDING FORMERLY KNOWN AS THE SUNNYBROOK
SERVICE CENTER.**

Clackamas County Service District No. 1 ("District") currently owns an 18.4% interest in the building located at 9101 SE Sunnybrook Blvd., Clackamas, OR as evidenced by a Tenancy in Common Agreement dated November 8, 1999. The Tenancy in Common Agreement was negotiated to account for the District's initial investment in the construction of the building.

In 2008, the building was repurposed for use by the Sheriff, and the District no longer occupies the building. Accordingly, the County is purchasing the District's interest in the property. The value of the District's interest as of December 2008 was \$1,720,400. With accrued interest retroactive to December, 2008, the amount is now \$1,949,843.

The transaction will be memorialized in the attached Purchase and Sale Agreement and Promissory Note between the County and the District. The documents provide for a 10-year purchase period, with interest at 4.325%. The documents have been reviewed and approved by counsel, and the Board of Commissioners reviewed this matter at a previous study session.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners approve the attached Purchase and Sale Agreement and Promissory Note, and authorize the Chair to sign on behalf of the District

Sincerely,

Elizabeth Garcia
Acting Director