



AGENDA

Thursday, October 16, 2014 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-107

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

1. Spotlight: Clackamas County Cable Office and the Clackamas County Government Channel (Tim Heider and Debbie McCoy, Public and Government Affairs)

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

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 2 1. First Reading of Ordinance No. _____, an Amendment to North Clackamas Parks & Recreation District's Parks and Recreation System Development Charge on New Developments (Gary Barth, Business and Community Services and Chris Storey, County Counsel)

III. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 3 1. Approval to Apply for a Grant Renewal from the US Department of Housing and Urban Development (HUD), Supportive Housing Program, for the HOPE I Program for the Purpose of Providing Housing and Services for the Homeless – Social Services

- 4 2. Approval to Apply for a New Grant from the US Department of Housing and Urban Development (HUD), Supportive Housing Program, for the Housing Our Heroes Project for the Purpose of Providing Housing and Services for Homeless Veterans – *Social Services*
- 5 3. Approval to Apply for the US Department of Housing and Urban Development Continuum of Care Grant Funding for Homeless Programs and Services in Clackamas County – *Community Development*
- 6 4. Approval of an Intergovernmental Agreement #146952 with the State of Oregon, Department of Human Services (DHS), for the Operation of the Food Stamp Employment and Training Program OFSET – *Community Solutions*
- 7 5. Approval of an Intergovernmental Agreement with the Multnomah County Department of Community Justice – Safety First – *Children, Youth and Family*

B. Department of Transportation & Development

- 8 1. Resolution No. ____ Declaring the Public Necessity and Purpose for Acquisition of Easements for the E. Barlow Trail Road Embankment Reconstruction Project and Authorizing Negotiations and Eminent Domain Actions
- 9 2. Approval of an Agreement between Clackamas County Department of Transportation and Development and the North Clackamas Parks & Recreation District regarding Transfer of Maintenance Obligations for the Oak Grove Boulevard Boat Ramp (see agenda V.1)
- 10 3. Approval of Intergovernmental Agreement with Metro to Implement the FY 14-15, Year 25 Annual Waste Reduction and Recycle at Work Program

C. Elected Officials

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

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 12 1. Approval of an Interagency Agreement between Clackamas County Department of Transportation and Development and the North Clackamas Parks and Recreation District for Transfer of Maintenance Obligations for the Oak Grove Blvd. Boat Ramp (see agenda B.2)

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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.



GARY SCHMIDT
DIRECTOR

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

October 16, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation of the Clackamas County Government Channel

Purpose/Outcomes	A presentation on the Clackamas County Government Channel.
Dollar Amount and Fiscal Impact	No fiscal impact to the County – the intent is to provide an overview of the Clackamas County Government Channel.
Funding Source	N/A
Safety Impact	N/A
Duration	The Clackamas County Government Channel has been in operation since 1996 and operates 24 hours per day, seven days per week.
Previous Board Action	The Board has been very supportive of the Clackamas County Government Channel and the many video programs produced.
Contact Person	Tim Heider, Public Affairs Manager at 503-742-5911; Debbie McCoy, Cable Manager at 503-742-5902 or Garrett Teague, Video Communications Specialist at 503-742-5904.

BACKGROUND:

The Clackamas County Government Channel (CCGC) operates under policy and direction of the Clackamas County Board of Commissioners. It was established in 1995 and began its first live broadcasts in 1996 with limited programming 4 hours a day for 5 days per week. In 1998, the channel expanded its programming to 24 hours per day, every day. The channel is broadcast on 9 cable company channels throughout Clackamas County and is carried by several regional broadcast providers reaching a combined viewership of approximately 200,000 residents in the Portland-Metro area.

The CCGC serves the public interest in promoting Clackamas County and making our County government more accessible and understandable to viewers. The channel offers information about County services, initiatives and activities, community life and the region’s history and tradition.

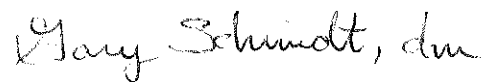
The channel aired over 6,000 hours of programming from July 1, 2013 to June 30, 2014. The award-winning programming ranges from live events such as Board of County Commissioner meetings to documentaries, short videos and educational and historical programs. Last year, staff produced 156 new programs and were honored with 13 national and international awards for various productions. The channel also provides programs on demand (VOD) for PEG channels and cable companies.

In June 2014, the channel won two awards and two honorable mentions in the Videographer Awards competition. This competition drew more than 1,500 entries in 165 categories from television stations and production companies worldwide. Another nine awards were received for the channel in the National Association of Telecommunications Officers and Advisors (NATOA) Government Programming Award Ceremony held in St. Paul, Minnesota this October.

RECOMMENDATION:

Staff requests the Board's continued support of the Clackamas County Government Channel.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary Schmidt, Director".

Gary Schmidt, Director
Public and Government Affairs



North Clackamas Parks and Recreation District
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

October 16, 2014

Board of County Commissioners
Clackamas County, as the
governing body of North Clackamas
Parks and Recreation District

Members of the Board:

First Reading of an Amendment to NCPRD's Parks and Recreation System
Development Charge on New Development Ordinance

Purpose/Outcomes	First Reading of Proposed Ordinance Amendment
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	None
Duration	Perpetual
Previous Board Action	Multiple prior study sessions
Contact Person	Gary Barth, NCPRD Director 503 742 4299 Chris Storey, Assistant County Counsel 503 742 4623
Contract No.	N/A

BACKGROUND

North Clackamas Parks and Recreation District ("NCPRD") adopted a system development charge ("SDC") ordinance in 1994, which was subsequently amended and updated in 2004 for procedures and 2007 to reflect Happy Valley's annexation into the district and the creation of zones. Under the current system, there are three different SDC charges. One is for "zone" projects that would benefit only residents within that area, typically a neighborhood park. The second is for "district" projects that would benefit residents within the entire district, such as a regional park or community center. The third charge applied only to a subarea known as the "Sunnyside Village Plan Area" that levied a surcharge for neighborhood park development specifically within the plan area – the six anticipated parks within the plan area have been constructed.

During the Master Planning process begun by the district in 2012, a frequent item of concern has been the allocation and expenditure of SDC funds. Specifically, staff and elected officials from the City of Happy Valley have expressed concerns

regarding the fairness of SDCs generated by development in their zone being expended elsewhere in the district. After review district staff clarified that no SDCs generated in Happy Valley were expended on anything other than projects located within Happy Valley. There were also discussions surrounding the current zones of the district in which SDCs are collected. Currently, there are three SDC zones. Zone 1 consists solely of the City of Milwaukie, Zone 2 of all unincorporated areas west of I-205, and Zone 3 of all territory east of I-205 including the City of Happy Valley and a portion of the City of Damascus.

The Board held several policy discussions regarding the approach, in particular as it impacted the Master Planning process and the potential results of the November 2014 election on governance and rate of the district. As an outcome of those discussions, staff was directed to draft an amendment to the SDC Ordinance that would (i) clarify and ensure that SDC funds generated within a specific zone would be expended only within that zone and (ii) align the zone boundaries to be consistent.

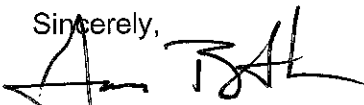
Attached for consideration and first reading are proposed amendments to the NCPRD SDC Ordinance. This amendment would restrict expenditures of SDC funds to the zones in which they are generated with one exception, for existing outstanding SDC-eligible debt of the district. This exception allows Zones 1 and 2 to continue making their pro-rata contributions towards the debt incurred in building the Hood View Park located in Zone 3. It also expands the boundaries of Zone 1 to include those portions of the unincorporated areas that are within the City of Milwaukie's urban growth management area.

This proposed amendment does not change the SDC methodology currently in place or remove the designation of "zone" or "district" projects, but would limit expenditures on either kind of projects to those funds generated within the zone where such project would be located.

RECOMMENDATION

Staff recommends the Board read the proposed amendments and additions to the NCPRD SDC Ordinance at its business meeting and schedule a second reading and hearing on October 30th, 2014.

Sincerely,



Gary Barth
Director, NCPRD

For information on this issue or copies of attachments,
please contact Chris Storey at 503-742-4623

APPENDIX B

AN ORDINANCE
ESTABLISHING A
PARKS AND RECREATION SYSTEM DEVELOPMENT
CHARGE ON NEW DEVELOPMENT

The Board of Directors of North Clackamas Park and Recreation District, Oregon finds, determines, and declares that:

Section 1 - Short Title

This Ordinance shall be known as "An Ordinance Establishing a Parks and Recreation System Development Charge On New Development" and may be so pleaded.

[Adopted by Ord. 94-1152 (10/6/94)]

Section 2 - Scope and Purpose

- A. Future growth within the North Clackamas Park and Recreation District should contribute its fair share to the cost of improvements and additions to parks and recreation facilities required to accommodate such growth.
- B. The imposition of system development charges will provide a source of revenue to fund the construction or improvement of the North Clackamas Park and Recreation District's facilities necessitated by growth.
- C. ORS 223.297-223.314, adopted in 1989, authorizes local governments to impose system development charges.
- D. The District includes land which is developed to urban densities and land which is in a rural or semi-rural level of development. The demand for new capital facilities throughout the district varies in part due to the availability of land for new development and the location of existing District facilities. The District Board, if it deems it advisable, may create SDC charges which apply by zone, and may be used, only in those limited geographic areas. If created such charges may vary between the zones, understanding that some facilities may be needed to meet a District-wide demand with some or all geographic areas of the District contributing to the growth related cost of such District-wide facilities.
- E. The SDC methodology document report adopted by subsection J of this section contains a calculation of the total maximum amount of money that may be imposed through the SDC charge to help recover the growth related cost component of new capital facilities as development

occurs in the District. The District Board may not impose a charge structure that recovers more than that total amount, adjusted over time as allowed by law, but may in its discretion impose a charge structure that recovers less than that total amount. In addition, the District Board may in its discretion impose a charge on classes of development types that is less than the maximum allowed by law or may exempt classes of development from the charge in order to promote other public policy considerations.

- F. System development charges are separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, or other fee provided by law or imposed as a condition of development.
- G. System development charges are fees for services because they are based upon a development's receipt of services considering the specific nature of the development.
- H. System development charges are imposed on the activity of development, not on the land, owner, or property, and, therefore, are not taxes on property or on a property owner as a direct consequence of ownership of property within the meaning of Section 11b, Article XI of the Oregon Constitution or the legislation implementing that section.
- I. This Ordinance is intended only to be a financing mechanism for needed extra capacity parks and recreation facilities associated with new development and does not represent the consideration of land use planning issues, funding for maintenance of existing facilities, or elimination of existing capacity deficiencies.
- J. The Board hereby adopts the methodology report entitled "Parks and Recreation System Development Charges Update Methodology Report; draft as of September 28, 2007". and incorporates by reference the assumptions, conclusions and findings in said report which refer to the determination of anticipated costs of capital improvements required to accommodate growth, and the rates for the parks and recreation system development charges to finance these capital improvements.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord. 02-2004 (03/25/04); amended by Ord. 09-2007 (10/25/07)]

Section 3 - Definitions

- A. "Accessory Dwelling Unit" shall mean a secondary, self-contained dwelling unit that may be allowed only in conjunction with a single family detached dwelling unit. An accessory dwelling unit is subordinate in size, location, and appearance to the primary single family detached dwelling. An accessory dwelling unit generally has its own outside entrance and typically has separate living, sleeping, eating, cooking, and sanitation facilities. An accessory dwelling unit may be located within but distinct from, attached to or detached from the primary single family dwelling unit.

- B. "Applicant" shall mean the owner or other person who applies for a building permit within the boundaries of North Clackamas Park and Recreation District.
- C. "Board" shall mean the North Clackamas Park and Recreation District Board of Directors.
- D. "Building" shall mean any structure, either temporary or permanent, built for the support, shelter or enclosure of persons, chattels or property of any kind. This term shall include tents, trailers, mobile homes or any vehicles serving in any way the function of a building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of a building permit.
- E. "Building Permit" shall mean an official document or certificate authorizing the construction or siting of any building.
- F. "Capital Improvements" shall mean public facilities or assets intended for use for park and/or recreation purposes. "Capital Improvement" shall not include costs of the operation or routine maintenance of capital improvements.
- G. "Citizen or Other Interested Person" shall mean any person whose legal residence is within the boundaries of the North Clackamas Park and Recreation District, as evidenced by registration as a voter within the District, or by other proof of residency; or a person who owns, occupies, or otherwise has an interest in real property which is located within District boundaries or is otherwise subject to the imposition of system development charges, as outlined in Section 5 of this ordinance.
- H. "Director" shall mean the Director of the North Clackamas Park and Recreation District.
- I. "District" shall mean the North Clackamas Park and Recreation District, Oregon, a municipal corporation.
- J. "Development" shall mean a building or other land construction, or making a physical change in the use of a structure or land, in a manner which increases the usage of any capital improvements or which may contribute to the need for additional or enlarged capital improvements, as determined by the Board.
- K. "Development Permit" shall mean an official document or certificate, other than a building permit, authorizing development.
- L. "Dwelling Unit" shall mean a building or a portion of a building designed for residential occupancy, consisting of one or more rooms including permanent provisions for living, sleeping, eating, cooking, and sanitation; and which are arranged, designed or used as living quarters for one family only.
- M. "Employee" means any person who received remuneration for services, and whose services are directed and controlled either by the employee (self-

employed) or by another person or organization.

- N. "Encumbered" shall mean monies committed by contract or purchase order in a manner that obligates the District to expend the encumbered amount upon delivery of goods, the rendering of services, or the conveyance of real property provided by a vendor, supplier, contractor or Owner.
- O. "Improvement Fee" shall mean a fee for costs associated with capital improvements to be constructed after the effective date of this ordinance.
- P. "Lot" shall mean an area of land in one ownership with definitive boundaries ascertainable from a recorded deed or recorded plat.
- Q. "Manufactured Housing" shall mean a dwelling unit which is constructed primarily at one location and is then transported to another location for either permanent or temporary siting.
- R. "Multi-Family Dwelling Unit" shall mean a portion of a building consisting of one or more rooms including living, sleeping, eating, cooking, and sanitation facilities arranged and designed as permanent living quarters for one family or household; attached to two or more dwelling units by one or more common vertical walls; and with more than one dwelling unit on one lot. This term shall include, but is not limited to, triplex, quadraplex, condominium ownership, and apartment structures containing three (3) or more dwelling units.
- S. "Owner" shall mean the person holding legal title to the real property upon which development is to occur.
- T. "Person" shall mean an individual, a corporation, a partnership, an incorporated association, or any other similar entity.
- U. "Qualified Public Improvement" shall mean land and/or a capital improvement that:
 - 1. Is required as a condition of development approval; and
 - 2. Is identified in the plan and list adopted pursuant to Section 9 of the Ordinance; and
 - 3. If located in a Planned Unit Development, is not designated in the development approval order as Open Space required pursuant to ZDO Section 1013.06.A.4; and
 - 4. If located in the Sunnyside Village Plan Area, is required as a condition of a development approval that has a final decision date after the sunset date established by ZDO 1602.07 or the dedication or fee in lieu of dedication requirement established by ZDO Section 1602;

and, is either 1) not located on or contiguous to the property that is the subject of the development approval, or 2) if located in whole or in part on or contiguous to the property, is required to be larger or with greater capacity than is necessary for the particular development project as determined by District standards upon which the capital improvement plan is based.

- V. "Reimbursement Fee" shall mean a fee for costs associated with capital improvements already constructed or under construction when the fee is established for which the District determines that capacity exists.
- W. "Single-Family Dwelling Unit" shall mean a building or a portion of a building consisting of one or more rooms including living, sleeping, eating, cooking, and sanitation facilities arranged and designed as permanent living quarters for one family or household; may be attached to one or more than other dwelling units by one or more vertical walls and may have no more than one dwelling unit on any one lot. In addition to detached single family dwelling units, this definition also includes duplex, zero-lot-line, townhouse, rowhouse, and manufactured housing dwelling units designed for one family or household.
- X. "Single Room Occupancy Dwelling Unit" shall mean a portion of a building consisting of one or more rooms, including sleeping facilities, with a shared or private bath, shared cooking facilities, and shared living/activity area. This definition includes, but is not limited to "assisted living facility."
- Y. "System Development Charge" shall mean a reimbursement fee, an improvement fee, or a combination thereof assessed or collected at the time of issuance of a building permit. System development charges are separate from and in addition to any applicable tax, assessment, fee in lieu of assessment, or other fee or charge provided by law or the cost of complying with requirements or conditions imposed upon a land use decision, expedited land division or limited land use decision.
- Z. "System Development Charges Methodology" shall mean the methodology report adopted pursuant to Section 2J, as amended and supplemented pursuant to Section 9.
- AA. "ZDO" shall mean the Clackamas County Zoning and Development Ordinance.
- BB. "Zone" shall mean, as of [passage][January 1][July 1], 2015, one of three zones for the collection of SDCs. Notwithstanding anything else to the contrary stated or adopted herein or elsewhere, such zones shall be constituted as set forth in Section 3.CC, DD, and EE herein.
- CC. "Zone 1" shall mean that area within the District containing the City of Milwaukie and all unincorporated areas within the City of Milwaukie's urban growth management area as defined by agreement between the City of Milwaukie and Clackamas County, as may be amended from time to time.
- DD. "Zone 2" shall mean all areas west of I-205 that are not part of Zone 1.

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EE. "Zone 3" shall mean the City of Happy Valley, all unincorporated areas within the City of Happy Valley's urban growth management area as defined by agreement between the City of Happy Valley and Clackamas County, as may be amended from time to time, and that portion of the City of Damascus within the boundaries of the district.

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AA-FF. "Zone Projects" shall mean the expenditure of system development charges received by the District pursuant to this Ordinance within the zone in which it was generated, whether designated "zone" or "neighborhood" or "district" or "community" elsewhere in this Ordinance, a capital improvement plan or other document.

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[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04); amended by Ord. 09-2007 (10/25/07)]

Section 4 - Rules of Construction

- A. In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.
- B. The words "shall" and "must" are always mandatory and not discretionary; the word "may" is permissive.
- C. Words used in the present tense shall include the future; words used in the singular shall include the plural and the plural the singular, unless the context clearly indicates the contrary; and use of the masculine gender shall include the feminine gender.
- D. The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for".
- E. Unless the context clearly indicates the contrary, where a regulation involves two or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:
 1. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
 2. "Or" indicates that the connected items, conditions, or provisions or events may apply singly or in any combination.
 3. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.
- F. The word "includes" shall not limit a term to the specific example, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 5 - Application

- A. A Parks and Recreation System Development Charge (herein after referred to as the SDC Charge) is imposed upon all new development within the District for which a building permit is required (as defined below, "New Development"). This shall include new construction and alteration, expansion or replacement of a building or dwelling unit if such activity results in an increase in the number of residential dwelling units on the site or provides the opportunity for an increase in the number of employees reporting to work on the site. For alterations, expansions and replacements, the amount of the SDC Charge to be paid shall be the difference between the rate for the proposed development and the rate that would be imposed for the development prior to the alteration, expansion or replacement.
- B. The amount of the SDC Charge shall be determined using the methodology set forth in the methodology report adopted by Section 2J of this ordinance. Accessory Dwelling Units shall be charged at one-half the Single-Family Dwelling Unit rate. Single Room Occupancy Dwelling Units shall be charged at one-half the Multi-Family Dwelling Unit rate.
- C. The SDC Charge shall be adopted and may from time to time be amended by resolution of the District Board so long as the adopted methodology is used. A change in methodology shall require an amendment to this ordinance to adopt the new methodology. The SDC charge may be adjusted by the periodic application of one or more specific cost indexes or other periodic data sources. A specific cost index or periodic data source must be:
1. A relevant measurement of the average change in prices or costs over an identified time period for materials, labor, real property or a combination of the three;
 2. Published by a recognized organization or agency that produces the index or data source for reasons that are independent of the system development charge methodology; and
 3. Incorporated as part of the established methodology or identified and adopted in a separate resolution.
- The resolution that adopts the SDC Charge shall identify the cost indexes to be used.
- D. The amount of the SDC Charge in the Sunnyside Village Plan Area, as that area is defined by ZDO Section 1600B, shall be the SDC Charge as adopted by District Board resolution less the charge imposed pursuant to ZDO Section 1602. At such time as the charge imposed pursuant to ZDO Section 1602 sunsets pursuant to ZDO Section 1602.07F, the amount of the SDC Charge in the Sunnyside Village Plan Area shall be the SDC Charge as adopted by District Board resolution with no reduction.

- E. The applicant shall at the time of application provide the information requested on a Parks SDC application form regarding the previous and proposed use(s) of the New Development, including a description of each of the previous and proposed uses for the property for which the building permit is being sought, with sufficient detail to enable the District to calculate the number of employees and residential dwelling units under the previous use and for the proposed use(s) of the New Development.
1. For residential uses: the number and type of residential dwelling units for the previous and proposed use(s) of the New Development.
 2. For non-residential uses: the square footage for each type of non-residential use (i.e., office, warehouse, industrial, retail, etc.) for the previous and proposed use(s) of the New Development.
- F. The amount of the Parks SDC shall be determined by calculating the SDC amount that would have been imposed for the previous use(s) of the property and the SDC amount for the proposed use(s).
- G. Applicants may submit alternative rates for system development charges, subject to the following conditions:
1. In the event an applicant believes that the impact on District capital improvements resulting from the development is less than the fee established in Section 5B, such applicant may submit a calculation of an alternative system development charge to the Director.
 2. The alternative system development charges rate calculations shall be based on data, information and assumptions contained in this ordinance and the adopted methodology or an independent source, provided that the independent source is:
 - a. a local study supported by a data base adequate for the conclusions contained in such study, and
 - b. the study is performed using a generally accepted methodology and is based upon generally accepted standard sources of information relating to facilities planning, cost analysis and demographics.
 3. If the Director determines that the data, information and assumptions utilized by the applicant to calculate the alternative system development charges rates comply with the requirements of this Section by using a generally accepted methodology, the alternative system development charges rates shall be paid in lieu of the rates set forth in Section (G)(2).

4. If the Director determines that the date, information and assumptions utilized by the applicant to calculate the alternative system development charges rates do not comply with the requirements of this Section or were not calculated by a generally accepted methodology, then the Director shall provide to the Applicant (by Certified mail return receipt requested) written notification of the rejection of the alternative system development charges rates and the reason therefore. The decision of the Director shall be in Writing and issued within ten (10) working days from the date all data is received for review.
5. Any applicant who has submitted a proposed alternative system development charges rate pursuant to this Section and desires the immediate issuance of a building permit, development permit, or connection shall pay the applicable system development charges rates pursuant to Section SB. Said payment shall be deemed paid under "protest" and shall not be construed as a waiver of any right of review. Any difference between the amount paid and the amount due, as determined by the Director, shall be refunded to the applicant.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord. 02-2004 (03/25/04); amended by Ord. 09-2007 (10/25/07)]

Section 6 - Collection

- A. The Parks and Recreation System Development Charge is due and payable at the time of issuance of a building permit. The person paying the charge shall be notified of their right pursuant to Section 8 of this ordinance to appeal the calculation of the amount of the charge.
- B. Payment of the SDC Charge by a person who is also eligible for a credit certificate pursuant to Section 7 may be delayed until a date certain to be set by the Director at the time of building permit issuance, but not later than 10 days after the issuance of the credit certificate. A person eligible for delay of payment of the SDC Charge pursuant to this section shall make application to delay payment on a form provided by the Director prior to issuance of the building permit. Payment of the SDC Charge may only be delayed for the same development which is associated with the construction of the capital improvement for which credit is given. If a person applies for delay of payment of the SDC Charge pursuant to this section, the person shall provide the Director with security to secure payment of the Charge. The security shall be in an amount determined by the Director, and must be in a form approved by the County Counsel.
- C. When a SDC Charge is due and payable, the person may apply for payment in (20) semiannual installments, secured by a lien on the property upon which the development is to occur, to include interest on the unpaid balance, if that payment option is required to be made available to the person by ORS 223.207.
 1. The Director shall provide application forms for installment payments, which shall include a waiver of all rights to contest

validity of the lien, except for the correction of computational errors. The application fee for this option shall be in an amount set by resolution of the District Board.

2. The applicable interest rate shall be fixed at the current prime lending rate plus three percentage points. Should the District exercise its option to issue long term financing for the amount owed, the interest rate charged the applicant shall be fixed at the interest rate on the bonds issued plus two percentage points (not to exceed the maximum interest rate allowed by State law).
3. An applicant requesting installment payments shall have the burden of demonstrating the authority to assent to the imposition of a lien on the property and that the interest of the permittee is adequate to secure payment of the lien.
4. The Director shall cause the lien to be recorded in the lien docket kept by the county Clerk. From that time the district shall have a lien upon the described parcel for the amount of the SDC Charge, together with interest on the unpaid balance at the rate established by the board. The lien shall be enforceable in the manner provided in ORS Chapter 223, and shall be superior to all other liens pursuant to ORS 223.230. Upon satisfaction of the obligation the Director shall request the County Clerk to release the lien.

D. Notwithstanding Section 6A, the following development shall be exempt from payment of the Parks and Recreation System Development Charges:

1. Alterations, expansion or replacement of an existing non-residential structure where no opportunity is created for the location of additional employees reporting to work at the site.
2. Alterations, expansion or replacement of an existing dwelling unit where no additional dwelling units are created.
3. The construction of accessory buildings or structures which will not create additional dwelling units or which do not create additional demands on the District's capital facilities.
4. The issuance of a permit for a manufactured housing unit on which applicable system development charges have previously been made as documented by receipts issued by the District for such prior payment.
5. Development with vested rights, determined as follows:

- a. Any owner of land which was the subject of a building permit issued prior to October 11, 2007 for non-residential construction may petition the District for a vested rights determination which would determine the SDC Charge to be paid. Such petition shall be evaluated by the Director and a decision made based on *all three* of the following criteria being met:
 - i. The existence of a valid, unexpired building permit authorizing the specific development for which a determination is sought; and
 - ii. Substantial expenditures or obligations made or incurred in reliance upon the authorizing governmental act; and
 - iii. Other factors that demonstrate it is highly inequitable to deny the owner the opportunity to complete the previously approved development under the conditions of approval by requiring the owner to comply with the requirements of this Ordinance. For the purposes of this paragraph, the following factors shall be considered in determining whether it is highly inequitable to deny the owner the opportunity to complete the previously approved development without payment of the SDC Charge:
 - a. Whether the injury suffered by the owner outweighs the public cost of allowing the development to go forward without payment of the system development charges required by this Ordinance; and
 - b. Whether the expenses or obligations for the development were made or incurred prior to October 11, 2007 for non-residential construction.
- b. The Director shall make a written determination as to whether the owner has established a vested right in the development and, if so, whether the development would exempt the owner from the provisions of this Ordinance.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 7 - Credit

- A. The person responsible for providing a qualified public improvement shall be entitled to receive a credit certificate that may be used to satisfy a SDC Charge obligation. A credit certificate may also be given for an off-site increased capacity facility which is not a qualified public improvement, if the facility is identified in the plan and list adopted pursuant to Section 9 of this Ordinance. An application for credit must be received no later than ninety (90) days after the date the improvement has been accepted by the District.

- B. The credit amount shall not exceed the portion of the actual cost of the project that is eligible for system development charge funding as shown in the methodology report adopted by Section 2(J).
- C. The "actual cost" of the project or improvement means the cost of materials, land and construction directly attributable to the construction of an increased capacity facility. These costs include design and engineering, construction materials and equipment, labor and land. Land value shall be calculated at a per square foot value using the then current real market value for the real property shown in the records of the County Tax Assessor.
- D. Any credit provided for by this section shall be applied only to the system development charge that applies to the geographic area zone in which the credit eligible improvement is located, unless the credit is for an increased capacity facility that is identified in the methodology report as a project with district wide impact.
- E. Credit will be given for the value of real property donated as a part of the increased capacity facility. The land value shall be calculated at a per square foot value using the then current real market value for the real property shown in the records of the County Tax Assessor.
- F. Any credit certificate provided for in this Ordinance is transferable to any person. No credit may be redeemed for cash. The District shall implement a system to insure the authenticity of the credit documents submitted.
- G. A credit certificate may not be redeemed more than seven (7) years after the date it was issued by the District.
- H. The person requesting the credit has the burden of establishing that the request meets the requirements of this Ordinance. The District may deny the credit provided for in this section if the District demonstrates:
 - 1. That the application does not meet the requirements of this Ordinance; or
 - 2. That the improvement for which credit is sought was not included in the plan and list adopted pursuant to Section 9.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 8 -Appeals and Review Hearings

- A. An applicant who is required to pay the SDC Charge shall have the right to request a hearing to review the denial of any of the following:
 - 1. An alternative rate calculation pursuant to Section 5(D).
 - 2. A petition for vested rights pursuant to Section 6(D)(5).

3. A proposed credit for contribution of qualified public improvements pursuant to Section 7.
 4. The calculation of the amount of the SDC Charge.
- B. Such hearing shall be requested by the applicant within thirty (30) days of the date of decision. Failure to request a hearing within the time provided shall be deemed a waiver of such right.
- C. The request for hearing shall be filed with the Board of Directors and shall contain the following:
1. The name and address of applicant;
 2. The legal description of the property in question;
 3. If issued, the date of the building permit;
 4. A brief description of the nature of the development being undertaken pursuant to the building permit;
 5. If paid, the date the system development charges were paid; and
 6. A statement of the reasons why the applicant is requesting the hearing.
- D. Upon receipt of such request, the District shall schedule a hearing before the Board of Directors at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant written notice of the time and place of the hearing. Such hearing shall be held within forty-five (45) days of the date the request for hearing was filed.
- E. Such hearing shall be before the Board of Directors and shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedures and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.
- F. Any applicant who requests hearing pursuant to this Section and desires the immediate issuance of a building permit shall pay prior to or at the time the request for hearing is filed the applicable SDC Charges pursuant to Section S(B). Said payment shall be deemed paid under "protest" and shall not be construed as a waiver of any review rights.
- G. An applicant may request a hearing under this Section without paying the applicable SDC Charges, but no building permit shall be issued until such SDC Charges are paid in the amount initially calculated or the amount approved upon completion of the review provided in this Section.

- H. The decision of the District Board shall be reviewable solely under ORS 34.010 through 34.100. The person who has appealed a decision shall be notified of this right to review of the decision.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord. 04-2004, 3/24/04; amended by Ord. 09-2007 (10/25/07)]

Section 9 - Plan Adoption. Review of Rates and Plan

- A. The SDC Charge Rates and Plan shall be reviewed by the Board at least once every five years. The review shall consider new estimates of population and other socioeconomic data, changes in the cost of construction and land acquisition. The purpose of this review is to evaluate and revise the projects in the Plan and, if necessary, the rates of the SDC Charge to assure that they do not exceed the reasonably anticipated growth related costs of the District's planned capital improvements.
- B. In the event the review of the Ordinance or the methodology leads to alterations or changes the assumptions, conclusions and findings of the methodology the methodology adopted by reference in Section 2J shall be amended and updated to reflect the assumptions, conclusions and findings of such reviews and Section 2J shall be amended to adopt by reference the updated document.
- C. Notice of the intention to modify the SDC Charge, if the change is based on modifications to the methodology, must be provided ninety (90) days prior to the first hearing to at least the list of persons who have made a written request for notification of such actions. The methodology supporting the charge must be available sixty (60) days prior to the first hearing. A change is not a modification to the SDC Charge, if the change is based on:
1. A change in the cost of materials, labor or real property applied to projects or project capacity as set forth on the list adopted pursuant to this section; or
 2. The periodic application of one or more specific cost indexes or other periodic data sources.
- D. A person wishing to challenge the establishment or modification of the District's system development charge methodology may do so pursuant to ORS 34.010 to 34.100.
- E. Any capital improvement being funded wholly or in part with system development charge revenue must be included in the District's capital improvement plan. The plan shall be adopted by District Board resolution. The capital improvement plan may be modified by Board resolution at any time and shall:
1. list the specific capital improvement projects, or portion of a project, that may be funded with system development charge revenue;

2. provide the estimated cost of each capital improvement project and percentage of that cost that may be paid by system development charge revenues; and
 3. provide the estimated timing of each capital improvement project.
- F. If the SDC Charge will be increased by a proposed modification of the plan list to include capacity increasing capital improvements:
1. The District shall provide notice of the proposed modification at least thirty (30) days prior to the adoption of the modification.
 2. The District shall hold a public hearing if it receives a written request for a hearing on the proposed modification within seven (7) days of the date of adoption of the modification.
 3. Any person wishing to challenge the decision of the District to increase a system development charge by modifying the plan list may do so pursuant to ORS 34.010 to 34.100.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 10- Receipt and Expenditure of System Development Charges

- A. The District hereby establishes a separate trust account to be designated as the "Parks and Recreation SDC Account," which must be maintained separate and apart from all other accounts of the District. ~~Funds in this account on May 1, 2004 may be used for any SDC eligible project in the District. If the District Board adopts separate zones for SDC Charges, a~~ trust account shall also be established for each zone ("Zone Trust Accounts") and one for District wide improvements. Funds in these ~~z~~Zone Trust Accounts, which shall include deposits of both zone-specific SDC charges and any District-wide SDC charges generated within that zone, may only be used for Zone pProjects in the zone from which the money was collected except as provided below. Money in the District wide account may be used for projects listed in the capital improvement plan as District wide projects. Each Zone Trust Account shall be assessed annually, based on a pro rata percentage of collections for the prior fiscal year, a share of (i) the current year SDC-eligible debt service payment as of October 1, 2014, until the SDC-eligible portion of such debt is repaid and (ii) any SDC-eligible expenditures on district-wide planning efforts such as master planning, charges for collection, and other system costs relating to SDC administration. All system development charge payments must be deposited into the appropriate trust account immediately upon receipt.
- B. The monies deposited into the trust account must be used solely for the purpose of providing capital improvements which provide for the increased capacity necessitated by development, including, but not limited to:
1. design and construction plan preparation;

2. permitting and fees;
3. land and materials acquisition, including any costs of acquisition or condemnation;
4. construction of capital improvements;
5. design and construction of new drainage facilities required by the construction of capital improvements and structures;
6. relocating utilities required by the construction of improvements;
7. landscaping;
8. construction management and inspection;
9. surveying, soils and material testing;
10. acquisition of capital equipment;
11. repayment of monies transferred or borrowed from any budgetary fund of the District which were used to fund any of the capital improvements as herein provided;
12. payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the District to fund capital improvements;
13. direct costs of complying with the provisions of ORS 223.297 to 223.314, including the consulting, legal, and administrative costs required for developing and updating the system development charges methodology report, resolution/ordinance, and capital improvements plan; and the costs of collecting and accounting for system development charges expenditures.

C. Funds on deposit in system development charge trust accounts must not be used for:

1. any expenditures that would be classified as an operation, maintenance or repair expense; or
2. costs associated with the construction of administrative office facilities that are more than an incidental part of other capital improvements.

D. Any funds on deposit in system development charges trust accounts which are not immediately necessary for expenditure shall be invested by the District. All income derived from such investments shall be deposited in the system

development charges trust accounts and used as provided herein.

E. An applicant or owner shall be eligible to apply for a refund of the SDC Charge paid if the building permit has expired and work on the development authorized by such permit has not been commenced.

1. The application for refund shall be filed with the District and contain the following:
 - a. The name and address of the applicant;
 - b. The location of the property which was the subject of the system development charges;
 - c. A notarized sworn statement that the petitioner is the then current owner of the property on behalf of which the system development charges were paid, including proof of ownership, such as a certified copy of the latest recorded deed;
 - d. The date the system development charges were paid;
 - e. A copy of the receipt of payment for the system development charges; and, if appropriate,
 - f. The date the building permit was issued and the date of expiration.
2. The application shall be filed within ninety (90) days of the expiration of the building permit. Failure to timely apply for a refund of the system development charges shall waive any right to a refund.
3. Within thirty (30) days from the date of receipt of a petition for refund, the District will advise the petitioner of the status of the request for refund, and if such request is valid, the system development charges shall be returned to the petitioner.
4. A building permit which is subsequently issued for a development on the same property which was the subject of a refund shall pay the systems development charges as required by Section 5.

F. The District shall prepare an annual report, to be completed by January 1 of each year, showing the total amount of system development charges revenue collected in the trust accounts, and the capital improvement projects that were funded during the previous fiscal year, the amount spent on each project and the amount spent on the costs of complying with ORS 223.297 to 223.314.

G. Any citizen or other interested person (as defined in Section 3F) may challenge an expenditure of system development charges revenues.

- a. Such challenge shall be submitted, in writing, to the District for review within

two years following the subject expenditure, and shall include the following information:

- i. The name and address of the citizen or other interested person challenging the expenditure;
 - ii. The amount of the expenditure, the project, payee or purpose, and the approximate date on which it was made; and
 - iii. The reason why the expenditure is being challenged.
- b. If the District determines that the expenditure was not made in accordance with the provisions of this ordinance and other relevant laws, a reimbursement of system development charges trust account revenues from other revenue sources shall be made within one year following the determination that the expenditures were not appropriate.
- c. The District shall make written notification of the results of the expenditure review to the citizen or other interested person who requested the review within ten (10) days of completion of the review.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 11- Severability

If any clause, section or provision of this ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said ordinance shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 12- Implementing Regulations: Amendments

The District Director may adopt regulations to implement the provisions of this ordinance.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord.02-2004 (03/25/04)]

Section 13 -Effective Date

The charge authorized by This Ordinance shall take effect as of February 1, 2008; provided, however, that an application presented before that date, for which all necessary prior approvals have not been granted or other required predicates no met shall not be considered submitted for purposes of this section.

[Adopted by Ord. 94-1152 (10/6/94); amended by Ord. 04-2004, 3/24/04; amended by Ord. 09-2007 (10/25/07)]



Cindy Becker
Director

October 16, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a Grant Renewal from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program, for the HOPE I Program for the Purpose of Providing Housing and Services for the Homeless

Purpose/Outcomes	Approval to Apply for a grant renewal from HUD for the purpose of providing permanent housing and services for the homeless.
Dollar Amount and Fiscal Impact	\$198,229
Funding Source	HUD. The grant requires a 25% match or in-kind contribution which is met through fund balance and in-kind services from area providers. No County General Funds are involved.
Safety Impact	None
Duration	July 1, 2015 through June 30, 2016.
Previous Board Action	Approval to Apply for FY13/14 was approved on December 11, 2013
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval to apply for a grant renewal from the U.S. Department of Housing and Urban Development, Supportive Housing Program, for the HOPE I Program to provide permanent housing and services for the homeless.

This program provides supportive services, case management and housing assistance primarily to chronically homeless individuals. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Up to 15 households will be assisted annually.

RECOMMENDATION:

We recommend the approval of this renewal grant proposal and that Cindy Becker, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,

Cindy Becker, Director

Cindy Becker
Director

October 16, 2014

Clackamas County Board of Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a New Grant from the U.S. Department of Housing and Urban Development (HUD), Supportive Housing Program, for the Housing Our Heroes Project for the Purpose of Providing Housing and Services for Homeless Veterans

Purpose/Outcomes	Approval to Apply for a new grant from HUD for the purpose of providing permanent housing and services for the homeless. Veterans and others who have served in the military are the priority. People with no military service will be served only in the unlikely event that sufficient eligible veterans cannot be enrolled in the project.
Dollar Amount and Fiscal Impact	\$251,828
Funding Source	HUD. The grant requires a 25% match or in-kind contribution which is requested through County General Funds.
Safety Impact	None
Duration	July 1, 2015 through June 30, 2016.
Previous Board Action	October 14, 2014 Study Session
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests the approval to apply for a grant from the U.S. Department of Housing and Urban Development, Supportive Housing Program, for the Housing Our Heroes Project to provide permanent housing and services for homeless veterans.

This program will provide housing assistance, supportive services, and case management to chronically homeless households with a focus on veterans. These funds provide the Social Services Division resources to procure permanent housing through the payment of deposits and rental assistance. Up to 18 households will be assisted annually.

RECOMMENDATION:

We recommend the approval of this new grant proposal and that Cindy Becker, Director of Health, Housing, and Human Services be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,


Cindy Becker, Director



Cindy Becker
Director

October 16, 2014

Board of County Commissioners
Clackamas County

Members of the Board

Approval to Apply for the U.S. Department of Housing and Urban Development Continuum of Care Grant Funding for homeless programs and services in Clackamas County

Purpose/Outcomes	U.S. Department of Housing and Urban Development funding to support the administrative requirements of homelessness assistance funding (Continuum of Care and Emergency Solutions Grant).
Dollar Amount and Fiscal Impact	\$125,428.00
Funding Source	No additional County General Funds are involved. <i>Match source is U.S. Department of Housing and Urban Development Emergency Solutions Grant and Community Development Block Grant funds.</i>
Safety Impact	None
Duration	1 year
Previous Board Action	Approved 11/29/12
Contact Person	Margie James, (503) 650-5663
Contract No.	6959 and 6960

BACKGROUND:

The Community Development Division of the Department of Health, Housing and Human Services requests authorization to reapply for annual Continuum of Care funding for the following projects and funding amounts:

Clackamas County H3S-CD	Clackamas County Continuum of Care Homeless Management Information System	\$104,442.00
<u>Clackamas County H3S-CD</u>	<u>Continuum of Care Planning</u>	<u>\$20,986.00</u>

Total amount of funding: **\$125,428.00**

The U.S. Department of Housing and Urban Development requires that Clackamas County maintains a Homeless Management Information System (HMIS) to collect data on all the homeless programs and services in Clackamas County. The Continuum of Care Planning funds support coordination of homeless services and the administrative requirements of operating a Continuum of Care, including monthly meetings, coordination of leadership committee, Coordinated Access and Assessment, and annual reporting.

October 16, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #146952 with the
State of Oregon, Department of Human Services (DHS), for the operation
of the Food Stamp Employment and Training Program OFSET

Purpose/Outcomes	To continue operating the OFSET Oregon Food Stamp Employment and Training Program.
Dollar Amount and Fiscal Impact	This IGA provides \$153,396. in revenue.
Funding Source	State of Oregon. No County General Funds are involved.
Safety Impact	None
Duration	Effective October 1, 2014 and terminates on November 15, 2015
Previous Board Action	The original contract was approved by the Board of County Commissioners on October 25, 2012 - agenda item #102512-A5
Contact Person	Lori Mack, phone 503-655-8843
Contract No.	CSCC 6958

BACKGROUND:

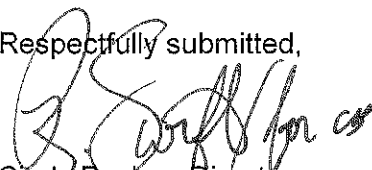
Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department will continue responsibility for service management to referred clientele. The IGA requirements include conducting a weekly job search information session, monitoring clients work search, issuance of support services, and staffing the career center to assist adult clients receiving SNAP (Supplemental Nutrition Assistance Program, formerly known as Food Stamps) with employment placement.

This contract has been reviewed and approved by County Counsel on October 15, 2012.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

6958



Agreement Number 146952

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
Acting by and through its Community Solutions for Clackamas County
112 11th Street
Oregon City, OR 97045
Telephone: (503) 655-8843
Facsimile: (503) 655-8841
E-mail address: lorimac@co.clackamas.or.us

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the DHS'

Office of Self Sufficiency Programs
Supplemental Nutrition Assistance Program (SNAP)
Oregon Food Stamp Employment Transition Program (OFSET)
500 Summer Street NE, E48
Salem, OR 97301
Agreement Administrator: Belit Burke or delegate
Telephone: (503) 947-5389
Facsimile: (503) 373-7032
E-mail address: belit.burke@state.or.us

1. Effective Date and Duration.

This Agreement shall become effective on **October 1, 2014**, regardless of the date it has been fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **November 15, 2015**. Agreement termination or expiration 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.

2. Agreement Documents.

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

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E, Part 1: SNAP Employment and Training Billing Form
- (8) Exhibit E, Part 2: SNAP Employment and Training Service Plan

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, and E.

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$153,396.00** DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Sub-Recipient Determination.

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

County is a sub-recipient; **OR** County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 10.560

5. County Data and Certification.

- a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 112 11th St.

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

Email address: lorimac@co.clackamas.or.us

Telephone: (503) 655-8843 Facsimile: (503) 655-8841

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: self insured

Policy #: N/A Expiration Date: N/A

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by DHS or DHS designee.

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department

of the Treasury and currently found at:

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

- (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

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

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures.

**Clackamas County
acting by and through its Community Solutions for Clackamas County
By:**

Authorized Signature	Title	Date
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**State of Oregon acting by and through its Department of Human Services
By:**

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

/s/ Jeffrey Wahl	September 30, 2014
Assistant Attorney General	Date

Office of Contracts and Procurement:

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

EXHIBIT A

Part 1 Statement of Work

County shall deliver the "Services", as described in this Agreement to assist clients in the Oregon Food Stamp Employment Transition Program (OFSET) to obtain the training, work experience, employment placement and Support Services the client requires to become employed. County shall deliver the Services to DHS referred clients in accordance with the provisions as set forth below.

1. Client Categories for OFSET Services.

- a. In order to be eligible to receive Agreement Services, the referred person must be a SNAP client who is mandatorily required to cooperate with the OFSET program under one of the following categories:

(1) ABAWD

An OFSET client designated by DHS as an Able Bodied Adult Without Dependents (ABAWD) in accordance with OAR 461-135-0520(1) is between 18 and 49 years of age who does not have care and control of a dependent child in the client's Supplemental Nutrition Assistance Program (SNAP) filing group.

(2) Non-ABAWD Mandatory

An OFSET client designated by DHS as Non-ABAWD in accordance with OAR 461-130-0310(4) is a client who is the primary person of a SNAP filing group at least 16 years of age, or an adult who is between 18 and 59 years of age, who does not meet the definition of ABAWD either due to age or because of being responsible for a dependent child.

- b. The authority to determine eligibility and status for the SNAP and OFSET programs resides exclusively with DHS. County is encouraged to share information with DHS that may affect the referred client's eligibility for Services.

- c. The following SNAP clients are exempt from OFSET participation:

(1) Heads of households who are age 16 or 17 and are either:

- (a) Attending school, or
(b) Enrolled in an employment training program at least half time.

(2) Clients who are working a minimum of 30 hours a week or earning money equal to at least the federal minimum wage x 30 hours a week x 4.3 weeks. For example: $\$7.25 \times 30 \text{ hours} \times 4.3 \text{ weeks} = \935.25 as of 07/24/2009.

- (a) Self-employed clients with allowable costs must meet the earnings threshold after allowing a 50 percent income deduction. The threshold for self-employed clients with allowable costs is \$1,870

gross self-employment monthly income. Self-employed clients without allowable costs must meet the earnings threshold. The threshold for self-employed clients without allowable costs is \$935.25 gross self-employment monthly income.

- (b) Migrant and seasonal farm workers meet this exemption when they have a contract or agreement to work the amount described in paragraph (2) above and will begin work within 30 days.
- (3) Clients who are responsible for the care of a dependent child under age 6. In two-parent families, the client who is the primary caretaker of the children is established. Additionally, if the client cannot pay for their child care, client is exempt from the OFSET program.
- (4) Clients with a mental or physical condition that prevents them from working. This exemption from OFSET participation is verified with a statement from a medical practitioner if questionable.
- (5) Clients who are required to care for a person with a disability in the household. If the person with a disability is not a member of the SNAP client's household, the client must spend at least 30 hours a week caring for that person. In this case, the client must verify the disability, the need for care and the hours of care needed.
- (6) Clients enrolled at least half-time (as defined by the school) in:
 - (a) High school or an equivalent program, or
 - (b) A training program, or
 - (c) Higher education. County shall establish that SNAP clients who are in higher education are eligible students before determining work program status.
- (7) TANF recipients.
- (8) Clients who have applied for or are receiving unemployment compensation (UC).
- (9) Clients attending alcohol or drug treatment, meetings or in rehabilitation programs.
- (10) Pregnant females.
- (11) Clients who have other barriers to employment, such as lack of child care, transportation, being homeless, having a medical condition or having family issues such as domestic violence. When evaluating these issues, County decides whether they truly are barriers to employment.

2. **OFSET Services and Activity Components.**

County shall deliver the following OFSET Services to each DHS-referred OFSET client. DHS will refer the client according to locally agreed upon procedures. DHS will identify all referred clients as either ABAWD or non-ABAWD.

The Service delivery of OFSET Services for DHS referred clients shall be provided as follows:

a. OFSET Assessment

The County shall conduct, for each DHS-referred OFSET client, an Assessment for OFSET services. County shall conduct the OFSET Assessment in person with the client to evaluate the client's employability factors. The client's OFSET Assessment must include:

- (1) The client's employment history.
- (2) The client's family structure and obligations.
- (3) The client's educational history and literacy level.
- (4) The client's health and medical history.
- (5) The client's employment skills and interests.
- (6) The client's potential vocational training needs.
- (7) Religious and cultural considerations regarding particular types of employment or employment situations.
- (8) Any history of criminal convictions or incarceration.
- (9) Any barriers and limitations other than those of a religious or cultural nature for particular types of employment or employment situations.
- (10) The client's employability strengths and Support Service needs.

b. OFSET Case Plan

The County shall complete, for each OFSET client referred to County, an OFSET case plan. County shall use the DHS 7832F "OFSET Program Case Plan" and the DHS 7832R "OFSET Program Client Agreement," which are standard forms found in the DHS online Forms Library. These forms are crucial to development of an OFSET case plan for each client. The County may use an alternate format of these forms with prior written approval by DHS.

- (1) County shall provide OFSET case plan information to the client regarding OFSET Services and activities to be provided by the County. County shall also supply referral information about social services available in the community that may assist the client to attain the goals of the OFSET case plan.
- (2) Each active OFSET case plan shall be signed and dated by the County. The components of the active OFSET case plan shall include the following:
 - (a) The OFSET activities in which the client participates.
 - (b) The OFSET Support Services the client receives, as needed, but not to exceed \$80 per client for each eight-week period of participation.

- (c) The projected duration of the OFSET Services and activities.
 - (d) The expectations of the OFSET client for attendance, compliance and cooperation with DHS and County rules.
 - (e) Contact information, including instructions on how and in what time frame to notify the County if client cannot participate according to the plan.
- (3) County shall enroll each DHS OFSET client in OFSET activities pursuant to the client's case plan.

c. OFSET Components

County shall provide activities for each DHS-referred client whose case plan requires participation in an OFSET activity. OFSET activities shall be provided through specific, allowable components, limited to those described below. County's list of components offered is specified in the locally developed SNAP Employment and Training Service Plan found herein as Exhibit E Part 2.

- (1) Job Search Component: Includes activities such as orienting DHS OFSET clients to job search techniques, referral to the local Oregon Employment Department for I-Match® registration, and the assignment and monitoring of weekly requirements for client contact with employers. Job Search requires a minimum of 12 employer contacts a month. A client is required to complete a minimum of eight weeks of participation in Job Search activities in a 12 month period. Registration on I-Match® may be required under Job Search and counts as one job contact.
- (2) Job Search Preparation and Support Component: County shall provide training for OFSET clients on specific skills and strategies to use in finding and keeping a job. This information is geared to both the local labor market and the types of occupations in which a particular client is interested. Training can be provided through a structured, ongoing group instruction course consisting of a minimum of 12 instruction hours a month. The Job Search Preparation Training course may be delivered over one week or several weeks, and may involve individualized job coaching for clients. Placement Services offered through the Job Search Preparation Training component link clients with job openings and key information about employers, either through general resources, or through specific job development activities undertaken on behalf of individual clients. Job Search Preparation activities are normally provided concurrently with other OFSET Service component activities.

d. OFSET Support Services

- (1) County shall provide OFSET Support Services to clients whose OFSET case plan requires them.
- (2) OFSET Support Services are provided to clients to enable them to cooperate with their case plan and attain the goals contained therein.

OFSET Support Services shall be provided to defray client expenditures for transportation, work tools, uniforms, and other costs related directly to a Service component as stipulated by the client's case plan. OFSET Support Service payments for basic living expenses such as rent and utilities are not allowed under DHS OFSET program rules.

- (3) OFSET Support Services payments do not include child care payments. DHS OFSET clients who are actively participating in OFSET components may receive a maximum of \$80.00 for the entire eight week OFSET participation period.

e. Conciliation and Referral for Disqualification Determination

- (1) Conciliation is an opportunity for the OFSET client to provide information establishing good cause for failure to meet OFSET requirements before a disqualification is applied. This process also helps OFSET clients resolve disputes and misunderstandings concerning the OFSET work requirements. The County shall refer to DHS any OFSET client needing Conciliation.
- (2) OFSET clients are not required to cooperate with the conciliation process. If they do not respond to the conciliation request, the OFSET client is automatically referred to the DHS SNAP Program Eligibility Worker for disqualification procedures. The County needs to explain to the OFSET client that a refusal to provide information related to non-cooperation will result in a determination of no good cause.
- (3) DHS has the sole responsibility for determining and applying a disqualification.
- (4) When an OFSET client is not cooperating with their OFSET plan, the County shall adhere to the following procedures:
 - (a) County shall discuss the situation, in person or over the phone with the OFSET client to discover the reason for the non-cooperation.
 - (b) County shall decide if the explanation meets one of the good cause reasons listed in this section g below. County shall obtain proof if explanation is deemed questionable.
 - (c) County shall refer the OFSET client to the DHS SNAP Eligibility Worker using the DHS Disqualification Referral form (or mutually acceptable local alternative) if the explanation does not meet one of the good cause requirements. The DHS Eligibility Worker will make the final decision regarding good cause, a change in exemption from mandatory to exempt and whether a disqualification is appropriate.

f. Good Cause Reasons

County evaluation of OFSET clients and their good cause reasons for failure to meet OFSET requirements are based on the reasons listed below. The OFSET

clients must provide evidence to establish whether the reason(s) for not meeting OFSET work requirements are acceptable. OFSET clients have good cause for not cooperating with OFSET or for quitting a job if one of the following is true:

- (1) Have a medical authority's statement that the task has an adverse effect on their physical or mental health.
- (2) Left a worksite that violates health and safety standards.
- (3) Have no means of transportation and would have to walk more than two miles to employment or to a pick-up point. The person must show that they have made a good-faith effort to secure the needed transportation.
- (4) Have to commute more than two hours round trip.
- (5) Were not being paid at least minimum wage or the acceptable piecework rate.
- (6) Left because the work hours are:
 - (a) Not customary to the occupation,
 - (b) More than customary to the occupation, or
 - (c) Interfere with religious observances or beliefs of the client.
- (7) Do not have child care arrangements or those arrangements have broken down. The household must attempt to get child care from another provider.
- (8) Do not want a job that is vacant due to strike, lockout or other labor dispute.
- (9) Do not want to join a union due to religious objections.
- (10) Belong to a union and a potential job goes against the conditions of that union. Good cause does not exist if the employment is not governed by the rules of the union to which the client belongs.
- (11) Are offered a job within the first 30 days of participation and the job is not in the client's field of expertise. The County must determine that the job offered will not meet the goals of the client's case plan.
- (12) Have a job referral or employer that is discriminatory on the basis of age, sex, race, religious or political belief, marital status, disability, sexual orientation or ethnic origin.
- (13) Failed to cooperate due to circumstances beyond their control, such as a medical condition, court appearance, break down in transportation, inclement weather, family issues or a misunderstanding in the cooperation requirement.
- (14) Were subject to job quit provisions but they quit their job to stay with another filing group member who moved for employment or school.

- (15) Quit employment when they were under age 60 but the employer considers them retired.
- (16) Left a job to follow a type of employment that moves, such as migrant labor.
- (17) Accepted a new job that failed to materialize or resulted in fewer hours, if it was beyond the client's control.
- (18) Have unreasonable employment, such as not being paid on schedule or at all.

3. National Career Readiness Certificate.

County is required to provide information and materials on the National Career Readiness Certificate (NCRC) to OFSET clients. This information may be provided to the OFSET client during the assessment; offered at any time where it compliments Job Search Services; or at set-times during component participation, at the discretion of County. It is also at the discretion of the County to track the number of OFSET clients that take the NCRC test.

4. Civil Rights Training.

Civil Rights Training is required so that people involved in all levels of administration of programs that receive federal financial assistance understand civil rights related laws, regulations, procedures, and directives.

County will require all staff that work with OFSET clients to complete a yearly mandatory Civil Rights training. This training will be offered by DHS. County will be required to track the name of the staff person taking the training and the date the training is completed. County will be required to retain these training records for a period of three years.

5. Participation in OFSET Program Consultations.

County shall, upon request by DHS, participate in ongoing OFSET consulting. The County role in participating in the OFSET consulting meetings shall be to provide DHS:

- a. An account of County progress in achieving the Agreement performance measures, as described in Section 7, "Agreement Performance Measures", for the Services provided; and
- b. Technical assistance in the DHS effort to increase the rate of employment, and the household income, family stability and self-sufficiency of OFSET clients.

6. Performance Reporting.

- a. County shall record, track, compile and report monthly data on client participation and on County progress in attaining the Agreement performance measures, as described in Section 7, "Agreement Performance Measures", of this Statement of Work, to DHS. County shall use tracking system of their choice.
- b. County shall record, track and report Support Service expenditures monthly to DHS. The report will include the amount of Support Service dollars expended.
- c. County shall record, track and report the number of job placements monthly on the billing invoice (Exhibit E Part 1). A *job placement* under this Agreement is the placement of an OFSET program client in unsubsidized full-time or part-time employment.
 - (1) A job placement is considered full-time if a program client accepts or begins unsubsidized full-time employment at 30 hours or more per week.
 - (2) A job placement is considered half-time if a program client accepts or begins unsubsidized part-time employment at less than 30 hours per week.

7. Agreement Performance Measures.

- a. In the performance of the Work required under this Agreement, County shall strive to attain the targeted number of OFSET clients served, in accordance with the approved criteria.
 - (1) For the period October 1, 2014 – September 30, 2015: 774 clients to be served
 - (2) Reserved.
- b. In the provision of Services required under this Agreement, County shall report all known program client job placements, in accordance with the approved criteria.
 - (1) Clients served reflect the number of OFSET clients who, during the October 1 through September 30 period, meet at least one of the criteria listed below:
 - (a) Develop a case plan with County staff,
 - (b) Participate at least one hour in a program component,
 - (c) Are actively pursued by County staff for conciliation efforts, or
 - (d) Receive Support Service payments for participation in a program component.
 - (2) DHS client participation may be recounted during this time period if the client participated in:
 - (a) Multiple OFSET activities, or
 - (b) Multiple months.

- c. In the provision of Work required under this Agreement, Agency shall report all known OFSET client placements, in accordance with the job placement criteria in Section 6, "Performance Reporting." Agency shall strive to attain the targeted number of OFSET client placements.
 - (1) For the period October 1, 2014 - September 30, 2015: 99 client placements.
 - (2) Reserved.

EXHIBIT A

**Part 2
Payment and Financial Reporting**

1. Payment Provisions.

- a. County shall not submit invoices for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3, "Consideration", and the amount assigned for the Budget Category for the Service year as specified below:

FFY15 – Beginning October 1, 2014 and ending September 30, 2015

<u>Budget Category</u>	<u>Amount</u>
Program	\$ 64,797.00
Administrative	\$ 7,200.00
Subtotal	\$ 71,997.00
Support Services	\$ 81,399.00
(Line item totals cannot exceed the amounts listed above.)	
Total Budget	\$153,396.00

County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.

- b. The monthly County invoice shall be accompanied by the "SNAP Employment and Training Billing Form" Exhibit E Part 1 included as part of this Agreement, and shall contain detailed, accurate and timely information summarizing County Services provided to DHS OFSET clients during the month for which County is submitting the monthly billing invoice. The monthly County Service report shall provide the information on the number of DHS clients served by County during the course of the Service month.
- c. A list of Support Service payments will be maintained by County, supporting the actual cost reimbursement information for the Support Service section of the billing form. The information will include the client name, type of payment, and amount.
- d. Invoices shall be submitted within 30 days after the end of the Service month. For the final invoice for the fiscal period, the invoice must be submitted within 45 days.
- e. **Administrative Costs**
Under this Agreement, the County's general organizational administrative costs are allowable and may include such indirect as: fiscal agent or controller costs; staff development and recruitment; salary, benefits, services and supplies for executive and administrative personnel; computer costs which are not essential to direct service delivery; and costs for consultants who are not used to enhance

direct service delivery. The total amount of administrative costs must not exceed the Administrative budget specified above.

- f. County shall submit monthly County invoices and the SNAP Employment and Training Billing Form to:

Alma Estrada, SNAP Unit
Department of Human Services
500 Summer Street NE, E48
Salem, Oregon 97301-1066
Phone: (503) 945-5826
Fax: (503) 373-7032
Email: alma.r.estrada@state.or.us

- g. County shall submit the reports required under this Agreement, and a copy of the monthly invoices to the DHS employee assigned to monitor Agreement compliance and act as the local DHS District contact on matters concerning this Agreement.

Mary Clark
SDA 15
315 S. Beaver Creek Road
Oregon City, Oregon 97045
Phone: (971) 673-7321
Fax: (971) 673-7301
Email: mary.s.clark@state.or.us

- h. County employee responsible for monitoring the performance of the Services under this Agreement shall be:

Lori Mack
Community Solutions for Clackamas County
112 11th Street
Oregon City, Oregon 97045
Phone: (503) 655-8843
Fax: (503) 655-8841
Email: lorimac@co.clackamas.or.us

2. Travel and Other Expenses.

DHS will not reimburse County for any travel or additional travel expenses under this Agreement.

3. Agreement Administrator.

The DHS employee assigned to monitor Agreement compliance, authorize payment, and act as the DHS Administrator on matters concerning this Agreement shall be:

Belit Burke
Children, Adults and Families
Self-Sufficiency, Supplemental Nutrition Assistance Program (SNAP)
Oregon Food Stamp Employment Transition Program (OFSET)
500 Summer Street NE, E-48
Salem, Oregon 97301-1066
Phone: (503) 947-5389
Fax: (503) 373-7032
Email: belit.burke@state.or.us

EXHIBIT A

Part 3 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, his or her guardian, or the responsible parent when the client is a minor child, or 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.

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 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 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.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and

- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

County shall verify that any employee working with clients referred by DHS has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS' clients. County shall establish verification by:

- a. having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with County, OR
- b. County as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. County will need to give to OSP the applicant's name, birth date and social security number.

County shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If County notes a conviction from any of the above listed crimes on the applicant/employee's record, and County chooses to hire the employee/applicant, County shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. County will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to County. County shall establish a personal personnel file and place County's criminal history check in named file for possibility of future DHS review.

5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
8. **Client Appeal.** County shall establish a system through which clients may present grievances about the performance of Services by County. County shall maintain a record

of grievances and their disposition. At initiation of Services, County shall advise the clients in writing of this provision. County shall notify DHS of all unresolved grievances.

9. **Client-Use Material Review.** County shall submit all material to the DHS Agreement Administrator for review and final approval prior to use in participant activities. The DHS Agreement Administrator will notify the County of the results of the final review prior to material distribution to clients. If any required modifications are determined to be necessary, the DHS Agreement Administrator will notify the County in writing within five business days of the changes determined to be necessary.

EXHIBIT B

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 arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for 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. 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.
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. **Reserved.**

8. **Ownership of Intellectual Property.**

- a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.
- b. 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.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c. 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.
- d. 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.

- b. **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. **Amendments.** 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 in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and 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. Notwithstanding the forgoing, 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 deemed effective when actually delivered to the addressee.

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

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. **Construction.** *[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:
 - c. Cancel or modify the stop work order by a supplementary written notice; or
 - d. 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.

EXHIBIT C

Subcontractor Insurance Requirements

General Requirements. County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance as specified in this Exhibit C and meeting all the requirements under this Exhibit C before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. **Professional Liability.**
 Required by DHS Not required by DHS.
3. **Commercial General Liability.**
 Required by DHS Not required by DHS.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to DHS. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:.....\$2,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015: ...\$4,000,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015:....\$200,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2015:....\$600,000.

From July 1, 2015 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. Automobile Liability.

Required by DHS Not required by DHS.

5. Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

6. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Required Federal Terms and Conditions

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

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

Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

action, or order issued by the executive branch of any State or local government itself.

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

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

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

10. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
12. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
13. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in

which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

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

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

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

EXHIBIT E
Part 1
SNAP Employment and Training Billing Form

OFSET Billing and Placement Report				
CONTRACT #:	District		SERVICE MO:	
SNAP E&T				
DESCRIPTION	ADMIN	PROGRAM	TOTAL	# CLIENTS
ABAWD - JOB SEARCH			\$ -	
ABAWD - JOB SEARCH TRAINING & SUPPORT			\$ -	
ABAWD - VOCATIONAL & EDUCATIONAL TRAINING			\$ -	
NON ABAWD - JOB SEARCH			\$ -	
NON ABAWD - JOB SEARCH TRAINING & SUPPORT			\$ -	
NON ABAWD - VOCATIONAL & EDUCATION TRAINING			\$ -	
		Subtotal Admin/Program	\$ -	
SUPPORT SERVICES (Enter total of all Support Services)			\$ -	
TOTAL of all costs			\$ -	
Signature				
Authorization: Name		Title	Date	
Prepared by Name		Title	Phone Number	
# of part-time job placements (less than 30 hr/wk)_		hrs	Wage (if known)	\$
# of full-time job placements (30 or more hr/wk)_		hrs	Wage (if known)	\$

EXHIBIT E
Part 2
SNAP Employment and Training Service Plan

FFY 2015	
SDA:	15
SDA Contract Contact:	Mary Clark
Address	315 S. Beaver Creek Road, Oregon City, OR 97045
Phone	971-673-7321
Fax	971-673-7301
E-mail	Mary.S.Clark@state.or.us
Contractor:	Community Solutions for Clackamas County
Contractor Contact:	Lori Mack
Address	112 11th Street, Oregon City, OR 97045
Phone	503-655-8843
Fax	503-655-8841
E-mail	Lorimac@co.clackamas.or.us

1. Program	\$64,797
2. Admin	\$7,200
Subtotal	\$71,997
3. Transportation SS	\$81,399
Total	\$153,396

SNAP Employment and Training Service Plan Matrix

Type of Activity	Brief Description of Service
Vocational Training	N/A
Other: Job Prep	Conduct weekly information about master applications, resumes, interviewing skills, internet job search and job development. Make appropriate job referrals and follow up.
Other: Work Search	Monitor 8 week work search and provide placement reports on employed clients.
Other: Good Cause	At end of 8 weeks if client has not complied, determine good cause and make recommendation to case worker
Other Support Services	Issue food stamp support service dollars
Other: Employment Career Center	Contractor will staff Employment Career Center
Other Administrative Support	Contractor will provide administrative support.
TRACS entry	Contractor will narrate in TRACS
Reporting Requirements	Contractor will provide monthly and/or quarterly reports on (but not limited to) number of placements, support service expenditures, etc
# of Clients to Serve:	774
# of Placement Targets	99

Note: # of Clients to Serve is the amount of individuals expected to participate across components, each month. For example: Each month, 10 people are expected to participate in Job Search and 5 people are expected to participate in Job Search training. Total of 15 people per month x 12 months = 180. This should reflect the anticipated number of participants per component as reported on monthly billing forms.



Cindy Becker
Director

October 16, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Multnomah County Department of Community Justice – Safety First

Purpose/Outcomes	Provide funding for supervised parenting time for families experiencing domestic violence
Dollar Amount and Fiscal Impact	Not to exceed \$19,190
Funding Source	County General Fund – Domestic Violence Initiative
Safety Impact	N/A
Duration	Effective upon signature to September 30, 2015
Previous Board Action	N/A
Contact Person	Ashley Carroll
Contract No.	6964

BACKGROUND:

The Children, Youth and Families Division (CYF) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Safety First program of Multnomah County – Department of Community Justice. Safety First opened in 2012 and serves families from Washington, Multnomah and Clackamas counties to ensure safe and supervised visits for families experiencing domestic violence. Specific services to be provided under this contract include funding on-call parenting time facilitators to serve 25 Clackamas County families.

The agreement is funded with Domestic Violence Initiative– General Fund for the federal fiscal year 2014-2015. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. Boilerplate language has not been altered. It is effective upon acceptance by all parties and will terminate September 30, 2015.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

INTERGOVERNMENTAL AGREEMENT

IGA# 2015002
6934

(FY14-15)
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY – Children, Youth & Families, OREGON
AND

Multnomah County – Department of Community Justice – Safety First

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and Multnomah County – Department of Community Justice – Safety First (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing supervised parenting time visitation to families experiencing domestic violence in a safe and secure environment.

II. Scope of Work and Cooperation

A. AGENCY agrees to provide on-call temporary staffing to provide safe and supervised parenting time visits to Clackamas County families experiencing domestic violence at the Gateway Children's Center and Washington County Community Corrections Victims and Counseling Services, sited in the Washington County Courthouse. Safety First accepts all referrals that meet program eligibility requirements on a first come, first served basis. Clackamas County slots are designated according to the percentage of Clackamas County's population in the Tri-County area. Clackamas County parents access Safety First services via self-referral, orders of the Court, or referral by domestic violence service agencies.

B. The COUNTY agrees to provide technical assistance to AGENCY relating to contract performance and reimbursement for services rendered.

III. Compensation

The COUNTY agrees to pay AGENCY an amount not to exceed **\$14,392 during the 2014-2015 fiscal year**, for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Deanna Mulder
Clackamas County – Children, Youth, & Families Division

2051 Kaen Road
Oregon City, OR 97045
503-650-5675
deannam@co.clackamas.or.us

INTERGOVERNMENTAL AGREEMENT

IV. Liaison Responsibility

Janice Garceau will act as liaison from the AGENCY for this project. Ashley Carroll will act as liaison from the COUNTY.

V. Special Requirements

- A. The COUNTY and AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the AGENCY or the AGENCY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

The COUNTY agrees to indemnify, defend and hold harmless the AGENCY and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the COUNTY or the COUNTY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

- Required by COUNTY
- Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

- Required by COUNTY
- Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

INTERGOVERNMENTAL AGREEMENT

Required by COUNTY

Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it

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 the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the 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. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

INTERGOVERNMENTAL AGREEMENT

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. This agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective when this contract is signed by all necessary parties, but not prior to October 1, 2014. This contract will terminate June 30, 2015.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

GOVERNMENTAL UNIT

Scott Taylor
By _____

Scott Taylor
Name (Typed)

Department Director
Title

9/26/14
Date

501 SE Hawthorne Blvd., Suite 250
Street Address

Portland, OR 97214
City/Zip

503-988-3701
Phone Number

93-6002309
TIN, FIN or S.S.#

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing & Human Services

Date

Approved as to Content:

Rodney A. Cook

Rodney A. Cook, Division Director

10/2/14

Date

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 1 SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
 - Reporting Period #1, Oct 1 – Dec 31: due on Jan 15, 2015
 - Reporting Period #2, Jan 1 – Mar 31: due on Apr 15, 2015
 - Reporting Period #3, Apr 1 – Jun 30: due on Jul 15, 2015

INTERGOVERNMENTAL AGREEMENT

6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.
 - AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.
7. **Internal Controls**
 - AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before December 31, 2014.
8. **Funder Recognition**
 - AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
9. **Resource Expansion**
 - AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
10. **Use of Grant Funds**
 - No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
11. **HIPAA Compliance**
 - If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
 - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
 - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information

INTERGOVERNMENTAL AGREEMENT

exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

INTERGOVERNMENTAL AGREEMENT

EXHIBIT 2

PAYMENT PROCEDURES AND REPORTING REQUIREMENTS

1. PAYMENT PROCEDURES

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

a) **Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

OR

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total funds advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.

INTERGOVERNMENTAL AGREEMENT

Withholding of Contract Payments: Notwithstanding any other payment provision of this contract, should the AGENCY fail to submit required reports when due or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic form, 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

4. MONITORING

INTERGOVERNMENTAL AGREEMENT

COUNTY shall evaluate the services provided under this contract primarily by quarterly workplan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures, and files. COUNTY shall give written notification of problem areas related to performance under this contract, including requirements and time lines of corrective action.

The AGENCY will gather data necessary to complete quarterly workplan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate annual site visits by the COUNTY. Site visit activities include, but are not limited to, review of client case files, program personnel policies, and program services procedures.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and

disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

INTERGOVERNMENTAL AGREEMENT

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

Audits are due 120 days after the end of the contract period.

6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

EXHIBIT 3

BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

ADJUSTMENTS

AGENCY shall not make minor or major budget adjustments without prior written approval of the COUNTY.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working through the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 16, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose
for Acquisition of Easements
for the E. Barlow Trail Road Embankment Reconstruction Project and
Authorizing Negotiations and Eminent Domain Actions**

Purpose/Outcomes	Under ORS 35.235 and the federal Uniform Act, a local governmental agency is required to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Condemnation Resolution prior to initiating acquisition of the easements, or other property rights from abutters to the project.
Dollar Amount and Fiscal Impact	The total approved project budget is \$1,480,693.
Funding Source	FHWA Emergency Relief Program County Road Fund
Safety Impact	Completion of this project restores the roadway embankment section to its condition prior to the storm events.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	0/8/25/11: BCC Approval of IGA 27884 for 2011 Emergency Relief Program Project Funding. 06/05/14: BCC Approval of IGA 27884 Amendment No. 1 for additional Emergency Relief Program Project Funding. 09/18/14: BCC Approval of IGA 30296 with ODOT for Right of Way Services.
Contact Person	Joel Howie, DTD Project Mgr @ 503-742-4658 Kath Rose, DTD Sr. Right of Way Agent @ 503-742-4713

BACKGROUND:

The Board of County Commissioners has approved funding for the E. Barlow Trail Road Embankment Reconstruction Project No. 22201, which will provide for the reconstruction of the embankment of E. Barlow Trail Road against the Sandy River. During a January 15 and 16, 2011 flood event, the Sandy River over-reached its banks and damaged private property and Clackamas County roads. Along E. Barlow Trail Road, much of the riprap revetment placed after the 1964 flood was washed away in the event leaving approximately 360 feet of the existing road vulnerable to erosion and potential destruction in the next significant storm event.

Clackamas County will replace the washed away riprap revetment with Class 10,000 riprap. The estimated length of the revetment to be restored is approximately 360 feet long with a total estimated quantity of 1,500 cubic yards. Bioengineering techniques will be used, including seven pieces of large woody debris with attached rootwads, installed into the riprap.

The Board has authority under ORS Chapter 35 to acquire easements by purchase or condemnation proceedings. The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The Department of Transportation and Development (Department) shall negotiate in good faith in an attempt to reach agreement as to the amount of just compensation owed each affected property owner. To fairly determine the amount of just compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

The Department has developed the final legal descriptions required for acquisition of the easements for the two properties affected by the Project. If during the course of the project design/construction modifications should effect acquisitions, staff will bring subsequent revisions to the Board for authorization.

The resolution directs the Department to resolve issues of just compensation through good faith negotiations. It requires the Director of the Department to notify the Board if exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a condemnation action.

Staff respectfully requests that the Board approve a Resolution of Necessity and Purpose for the E. Barlow Trail Road Embankment Reconstruction Project for the acquisition of necessary easements to provide for construction of the project.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves the Resolution authorizing the acquisition of easements by negotiation if possible, or condemnation, if necessary.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Attachment

For information on this issue or copies of attachments
please contact Kath Rose, Sr. Right of Way Agent at (503) 742-4713

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

In the Matter of the E. Barlow Trail Road
Embankment Reconstruction Project,
Declaring the Necessity and Purpose for
Acquisition of Easements, and
Authorizing Negotiations and
Eminent Domain Actions



Order No. _____
(Page 1 of 2)

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on October 16, 2014; and,

It appearing that the Board previously approved funding for the E. Barlow Trail Road Embankment Reconstruction Project No. 22201 ("Project"), which will provide for the re-construction of the embankment of E. Barlow Trail Road against the Sandy River, that the Project is consistent with the powers and purposes of County government, and that the Project is necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that the acquisition of the easements, described in Exhibit "A" is a necessary part of the Project and therefore is also consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and,

It further appearing to the Board that immediate possession of the easements described in Exhibit "A" may be necessary and will be in the public interest in order to commence and complete the Project in a timely manner; and,

It further appearing that the Board has authority under ORS Chapter 35 to acquire easements by purchase or eminent domain proceedings.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County immediately start acquisition of easements described in Exhibit "A", either through negotiation and agreement, purchase, or, if necessary, by commencement of eminent domain proceedings.

IT IS FURTHER ORDERED THAT:

1). The Department of Transportation and Development immediately, and in good faith, attempt to negotiate agreements as to amount of just compensation owed each owner of each property identified in Exhibit "A". In so doing, the department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to fairly determine the amount of just compensation owed; and,

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

In the Matter of the E. Barlow Trail Road
Embankment Reconstruction Project,
Declaring the Necessity and Purpose for
Acquisition of Easements, and
Authorizing Negotiations and
Eminent Domain Actions



Order No. _____
(Page 2 of 2)

2). If the Director of the Department of Transportation and Development (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the easements required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending Exhibit "A"; and,

3). It is the intention of the Board that the required easements identified in Exhibit "A" be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints in condemnation and take such other steps as it determines necessary for the immediate possession of required easements and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2014.

John Ludlow, Chair

Mary Raethke, Recording Secretary

Exhibit A
Project Legal Descriptions
E. Barlow Trail Road Embankment Reconstruction

Property No. 01; Tax Lot 27E33DA00300

PARCEL 1 (Permanent Slope Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 33, Township 2 South, Range 7 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 4, Sandy River Acres, Plat No. 1749, Clackamas County Survey Records, as described in that certain Lot Line Adjustment Statutory Bargain and Sale Deed recorded on September 9, 2002, as Document Number 2002-084580, Clackamas County Deed Records, said parcel being that portion of said property lying northwesterly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 40.96 feet right of the Engineer's Design Centerline for East Barlow Trail Road Station 13+35.50;

Thence southeasterly, in a straight line, to a point 100.50 feet right of Engineer's Design Centerline Station 13+80.50;

Thence northeasterly, in a straight line, to a point 64.00 feet right of Engineer's Design Centerline Station 14+64.50;

Thence northeasterly, in a straight line, to a point 41.89 feet right of Engineer's Design Centerline Station 15+75.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of East Barlow Trail Road.

The parcel of land to which this description applies contains 6,829 square feet, more or less.

The stationing of the Engineer's Design Centerline of East Barlow Trail Road is more particularly described as follows:

Beginning at a point on the Engineer's Design Centerline for East Barlow Trail Road at Station 10+00.00, from which a 4-1/4 inch brass disk at the east one-quarter corner of Section 33, T.2S R.7E, W.M., bears N33°53'02"E, 1248.22 feet;

Thence N69°56'57"E, along said Engineer's Design Centerline, 139.01 feet to the beginning of a 1100.00 foot radius curve to the left at Station 11+39.01 P.C.;

Thence along the arc of the 1100.00 foot radius curve to the left, having a central angle of 17°06'24" (the long chord of which bears N61°23'45"E,

327.21 feet) 328.42 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 14+67.44 P.T.

Thence N52°50'33"E, along said Engineer's Design Centerline, 408.29 feet to the terminus of said Engineer's Design Centerline Station 18+75.73. Said terminus point bears S4°37'33"E, 587.22 feet from said 4-1/4 inch brass disk at the east one-quarter corner of Section 33, T.2S R.7E, W.M.

This legal description, along with the basis of bearings thereof, is established from a record of survey recorded under Survey Number SN2013-068, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 33, Township 2 South, Range 7 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Lot 4, Sandy River Acres, Plat No. 1749, Clackamas County Survey Records, as described in that certain Lot Line Adjustment Statutory Bargain and Sale recorded on September 9, 2002, as Document Number 2002-084580, Clackamas County Deed Records, said parcel being that portion of said property lying northwesterly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 40.96 feet right of the Engineer's Design Centerline for East Barlow Trail Road Station 13+35.50;

Thence southeasterly, in a straight line, to a point 80.50 feet right of Engineer's Design Centerline Station 13+35.50;

Thence southeasterly, in a straight line, to a point 143.33 feet right of Engineer's Design Centerline Station 13+83.00, said point being on the centerline of the Sandy River as described in the Plat of Sandy River Acres, Plat No. 1749, Clackamas County Survey Records;

Thence northeasterly along said centerline, in a straight line, to a point 74.24 feet right of Engineer's Design Centerline Station 14+69.55;

Thence northeasterly along said centerline, in a straight line, to a point 73.90 feet right of Engineer's Design Centerline Station 15+75.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of East Barlow Trail Road.

ALSO EXCEPTING therefrom the above described Parcel 1.

The parcel of land to which this description applies contains 6,471 square feet, more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline of East Barlow Trail Road described herein, being more particularly described in Parcel 1.

Property No. 02; Tax Lot 27E33DA00500

PARCEL 1 (Permanent Slope Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 33, Township 2 South, Range 7 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Tract "A", Sandy River Acres, Plat No. 1749, Clackamas County Survey Records, as described in that certain Statutory Warranty Deed recorded on October 14, 1998, as Document Number 98-096945, Clackamas County Deed Records, said parcel being that portion of said property lying northwesterly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 43.94 feet right of the Engineer's Design Centerline for East Barlow Trail Road Station 15+50.00;

Thence northeasterly, in a straight line, to a point 60.50 feet right of Engineer's Design Centerline Station 16+97.00;

Thence northwesterly, in a straight line, to a point 31.49 feet right of Engineer's Design Centerline Station 16+97.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of East Barlow Trail Road.

The parcel of land to which this description applies contains 2,655 square feet, more or less.

The stationing of the Engineer's Design Centerline of East Barlow Trail Road is more particularly described as follows:

Beginning at a point on the Engineer's Design Centerline for East Barlow Trail Road at Station 10+00.00, from which a 4-1/4 inch brass disk at the east one-quarter corner of Section 33, T.2S R.7E, W.M., bears N33°53'02"E, 1248.22 feet;

Thence N69°56'57"E, along said Engineer's Design Centerline, 139.01 feet to the beginning of a 1100.00 foot radius curve to the left at Station 11+39.01 P.C.;

Thence along the arc of the 1100.00 foot radius curve to the left, having a central angle of 17°06'24" (the long chord of which bears N61°23'45"E, 327.21 feet) 328.42 feet to the end of said curve and a point of tangency at Engineer's Design Centerline Station 14+67.44 P.T.

Thence N52°50'33"E, along said Engineer's Design Centerline, 408.29 feet to the terminus of said Engineer's Design Centerline Station 18+75.73. Said terminus point bears S4°37'33"E, 587.22 feet from said 4-1/4 inch brass disk at the east one-quarter corner of Section 33, T.2S R.7E, W.M.

This legal description, along with the basis of bearings thereof, is established from a record of survey recorded under Survey Number SN2013-068, Clackamas County Survey Records.

PARCEL 2 (Temporary Construction Easement)

A parcel of land lying in the Northeast One-Quarter of the Southeast One-Quarter of Section 33, Township 2 South, Range 7 East, of the Willamette Meridian, Clackamas County, Oregon, and being a portion of Tract "A", Sandy River Acres, Plat No. 1749, Clackamas County Survey Records, as described in that certain Statutory Warranty Deed recorded on October 14, 1998, as Document Number 98-096945, Clackamas County Deed Records, said parcel being that portion of said property lying northwesterly of the following described line, said line to be lengthened or shortened to terminate at the boundary lines of said property:

Beginning at a point 74.67 feet right of the Engineer's Design Centerline for East Barlow Trail Road Station 15+50.00, said point being on the centerline of the Sandy River as described in the Plat of Sandy River Acres, Plat No. 1749, Clackamas County Survey Records;

Thence northeasterly along said centerline, in a straight line, to a point 71.62 feet right of Engineer's Design Centerline Station 16+49.91;

Thence southeasterly along said centerline, in a straight line, to a point 84.00 feet right of Engineer's Design Centerline Station 16+62.15,

Thence northeasterly, leaving said centerline, in a straight line, to a point 82.50 feet right of Engineer's Design Centerline Station 17+25.00;

Thence northwesterly, in a straight line, to a point 30.69 feet right of Engineer's Design Centerline Station 17+25.00;

EXCEPTING therefrom that portion lying within the existing right-of-way of East Barlow Trail Road.

ALSO EXCEPTING therefrom the above described Parcel 1.

The parcel of land to which this description applies contains 4,649 square feet, more or less.

The stationing used to describe this parcel is based on the Engineer's Design Centerline of East Barlow Trail Road described herein, being more particularly described in Parcel 1.

COPY



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

October 16, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement between Clackamas County Department of Transportation and Development (DTD) and the North Clackamas Parks & Recreation District (NCPRD) regarding Transfer of maintenance obligations for the Oak Grove Boulevard Boat Ramp

Purpose/Outcomes	Approval of an Intergovernmental Agreement between DTD and NCPRD for operation and maintenance of right of way and an automated gate at the westernmost termination point of Oak Grove Boulevard.
Dollar Amount and Fiscal Impact	Up to \$12,000 in DTD funded improvements, \$2,200 annual maintenance costs for NCPRD
Funding Source	FY 2014-2015 DTD Capital Projects Fund, FY 2014-2015 NCPRD Maintenance Budget (District General Fund)
Safety Impact	Nightly closure to prevent inappropriate activities
Duration	Infinite or as described in agreement
Previous Board Action/Review	Proposal is consistent with Board direction at the June 14, 2014 Study Session.
Contact Person	Randy Harmon, Interim Road Operations Manager, Transportation and Development 503-650-3246
Contract No.	N/A

BACKGROUND:

The Oak Grove Boat Ramp is located at the terminus of Oak Grove Boulevard at the Willamette River, located wholly within the County Road Right-of-Way. The boat ramp is an informal public facility, and has received little management or maintenance by Clackamas County. In 2013, the County became aware of a number of vehicles abandoned in the river at the end of the boat ramp. The Clackamas County Dive Team was able to retrieve a few of the vehicles. Awareness of this issue caused some public concern, and an initial decision by the County was to close the boat ramp. Additional public input caused the County to reconsider the closure. As a result, DTD and NCPRD developed a plan to install an automated gate closure system at the boat ramp, to be paid for by DTD. In return, NCPRD has committed to maintaining and managing the area in and around the boat ramp. A public meeting with citizens in the area was held earlier in 2014 and those in attendance voiced support for the plan.

Through this agreement, DTD will provide up to \$12,000 for NCPRD to purchase and install the automated gate system (including extending electrical power service to the site to operate the gate closure mechanism). In turn, NCPRD has agreed to manage and maintain the area.

NCPRD has estimated the annual cost to maintain and manage the site (to include weekly garbage pick-up and seasonal vegetation management) at approximately \$2,200 per year.

The agreement enables the continued utilization of the river access in a stretch of the Willamette where few opportunities exist. Access to the river is primarily for local residents, since no public parking or restroom facilities are provided at the small location. The boat ramp itself is a community amenity and neither NCPRD nor any division within Clackamas County has any responsibility for the ramp.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Clackamas County Board of Commissioners, approve and execute the above mentioned agreement for the Oak Grove Boulevard Boat Ramp improvements and maintenance agreement.

Respectfully submitted,



M. Barbara Cartmill
Director

**AGREEMENT BETWEEN NORTH CLACKAMAS PARKS AND RECREATION
DISTRICT AND CLACKAMAS COUNTY FOR THE TRANSFER OF MAINTENANCE
OBLIGATIONS FOR A PORTION OF OAK GROVE BLVD.**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County, an instrumentality of the State of Oregon, acting by and through its Department of Transportation and Development ("DTD"), and North Clackamas Parks and Recreation District ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, SE Oak Grove Boulevard was originally dedicated to the use of the public as Central Avenue in 1890 on the plat of Oak Grove;

WHEREAS, a boat ramp has previously been constructed at the western terminus of Oak Grove Boulevard (the "Boat Ramp");

WHEREAS, DTD is responsible for the maintenance of the Oak Grove Boulevard right of way, but not the Boat Ramp;

WHEREAS, it has become difficult for DTD to maintain and monitor the portion of Oak Grove Boulevard by the Boat Ramp (the "Oak Grove Terminus"), which includes that area of the Oak Grove Boulevard right of way which includes an existing gate within the right of way, and extends west to the Willamette River. The Oak Grove Terminus is more particularly illustrated in Exhibit "A", which is attached hereto and incorporated herein;

WHEREAS, DTD and the DISTRICT intend to improve the existing gate discussed above;

WHEREAS, DISTRICT has an interest in improving access to recreational boating opportunities for those residents which reside within the District's boundaries; and

WHEREAS, the DISTRICT is able to assume maintenance responsibilities at the Oak Grove Terminus and ensure that the public has reasonable access to the Boat Ramp.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the occurrence of the first to occur of the following:
 - A. The DISTRICT and DTD, by mutual written agreement, may terminate this Agreement at any time.
 - B. DTD provides written notice to the DISTRICT of its intent to assume maintenance of the Oak Grove Terminus.
 - C. Early termination, as described in Section 5.
2. **Obligation of the DISTRICT.**
 - A. The DISTRICT agrees to install a gate opener on the existing gate which currently restricts access to the Oak Grove Terminus within four months of the execution of this Agreement. The gate opener shall include a function which automatically opens and closes the gate at predetermined times, as determined by the DISTRICT's Director, or his or her designee.

- B. The DISTRICT shall invoice DTD for the cost of the gate opener, associated electrical work, and any labor and overhead costs associated with installation of the gate opener described herein.
- C. Upon execution of this Agreement, the DISTRICT shall assume responsibility for maintenance of the Oak Grove Terminus, as generally set forth in ORS 368, including road maintenance and repair but excepting therefrom road improvements as described in Section 3.C below, and shall be responsible for maintenance of the gate. The DISTRICT shall also be responsible for maintenance and repair of any related facilities located within the Oak Grove Terminus.
- D. Upon assumption of the maintenance responsibilities, the DISTRICT shall also be solely responsible for ensuring that the gate which restricts access to the Oak Grove Terminus is opened and closed at appropriate times, as determined by the Director of the DISTRICT, or his or her designee, and is in proper working order.
- E. Upon execution of this Agreement, the DISTRICT shall control, shall assume liability for, and shall be primarily responsible for the Oak Grove Terminus, except for those responsibilities specifically retained by DTD, as set forth below in Section 3.

3. Obligation of Department of Transportation and Development.

- A. DTD agrees to reimburse the DISTRICT for the entire cost of the new gate opener mechanism and all other necessary improvements for automated gate operation which currently restricts access to the Oak Grove Terminus as described in Section 2.A and B above. The amount of this reimbursement shall not exceed \$12,000. The District will be the owner of the gate improvements described herein. DTD shall pay any invoices submitted by the DISTRICT within 30 days of receipt.
- B. DTD shall relinquish the performance of its maintenance responsibility of the Oak Grove Terminus to the DISTRICT for as long as this Agreement remains in effect, unless otherwise agreed to by DTD and the District.
- C. DTD shall remain responsible for costs associated with improvements to the road surface of the Oak Grove Terminus. Improvement is defined as any work beyond ordinary maintenance as such term is typically applied by DTD to road work assignments, as such are associated with a road such as the Oak Grove Terminus.
- D. DTD shall retain responsibility over establishing roadway standards and reviewing permits affecting the Oak Grove Terminus, including, but not limited to, street opening and encroachment permits. DTD shall coordinate with NCPRD regarding the appropriate timing and manner of any street closures or other activities that could impact use of the Boat Ramp.
- E. The parties agree that the extent of DTD's responsibilities and liability related to the Oak Grove Terminus, and any improvement contained therein, shall be limited to that which is specifically set forth in this Section 3.

- 4. Exchange of Funds.** Except for the reimbursement from DTD to the DISTRICT for the gate and the costs associated therewith, no additional money shall be exchanged at this time as part of this Agreement due to the obligations described herein. Specifically, the DISTRICT shall not be required to contribute to the cost of the gate opening mechanism described in Section 2. Additionally, DTD shall not be required to contribute to the cost of the maintenance of the Oak Grove Terminus, as described in Section 2. The DISTRICT may specifically request DTD to undertake certain maintenance work, and DTD may perform the requested maintenance by accepting responsibility in writing, which shall identify in sufficient detail the scope of the work to be completed and the terms of compensation.

5. **Early Termination of Agreement.** Either the DISTRICT or DTD may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

In the event that the DISTRICT terminates this Agreement, due in no part to a default by DTD, within 5 years of the date the gate opener has been installed at the Oak Grove Terminus, the DISTRICT shall be responsible to reimburse DTD for a portion of the funds transferred to the DISTRICT for the purchase and installation of the gate opener, as described above. The costs that the DISTRICT would be liable for under this section shall be calculated by amortizing the cost of the gate opener (including installation) evenly over 5 years, and reducing the final cost by a proportionate amount based solely on the number of days which have passed. For example, if the final cost of the gate opener and installation were to be \$10,000, and the DISTRICT terminates this Agreement after year 1, the DISTRICT would be required to reimburse approximately \$8,000 to DTD. If the DISTRICT terminates this Agreement after year 4, the DISTRICT would be required to reimburse approximately \$2,000 to DTD. In the event that DTD terminates this Agreement, due in no part to a default by NCPRD, within 5 years of the date the gate opener has been installed at the Oak Grove Terminus, DTD shall be responsible to reimburse NCPRD for maintenance costs from initial contract date to termination date.

6. **Indemnification.** DTD agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of DTD or DTD's officers, owners, employees, agents, or its subcontractors or anyone over which DTD has a right to control.

DISTRICT agrees to indemnify, save harmless and defend DTD, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the DISTRICT or the DISTRICT's officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

7. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
8. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

9. **Integration.** This Agreement contains the entire agreement between the DISTRICT and DTD and supersedes all prior written or oral discussions or agreements.
10. **Amendments.** The DISTRICT and DTD may amend this Agreement at any time only by written amendment executed by the DISTRICT and DTD.
11. **Waiver.** The DISTRICT and DTD shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

**North Clackamas Parks and Recreation
District**

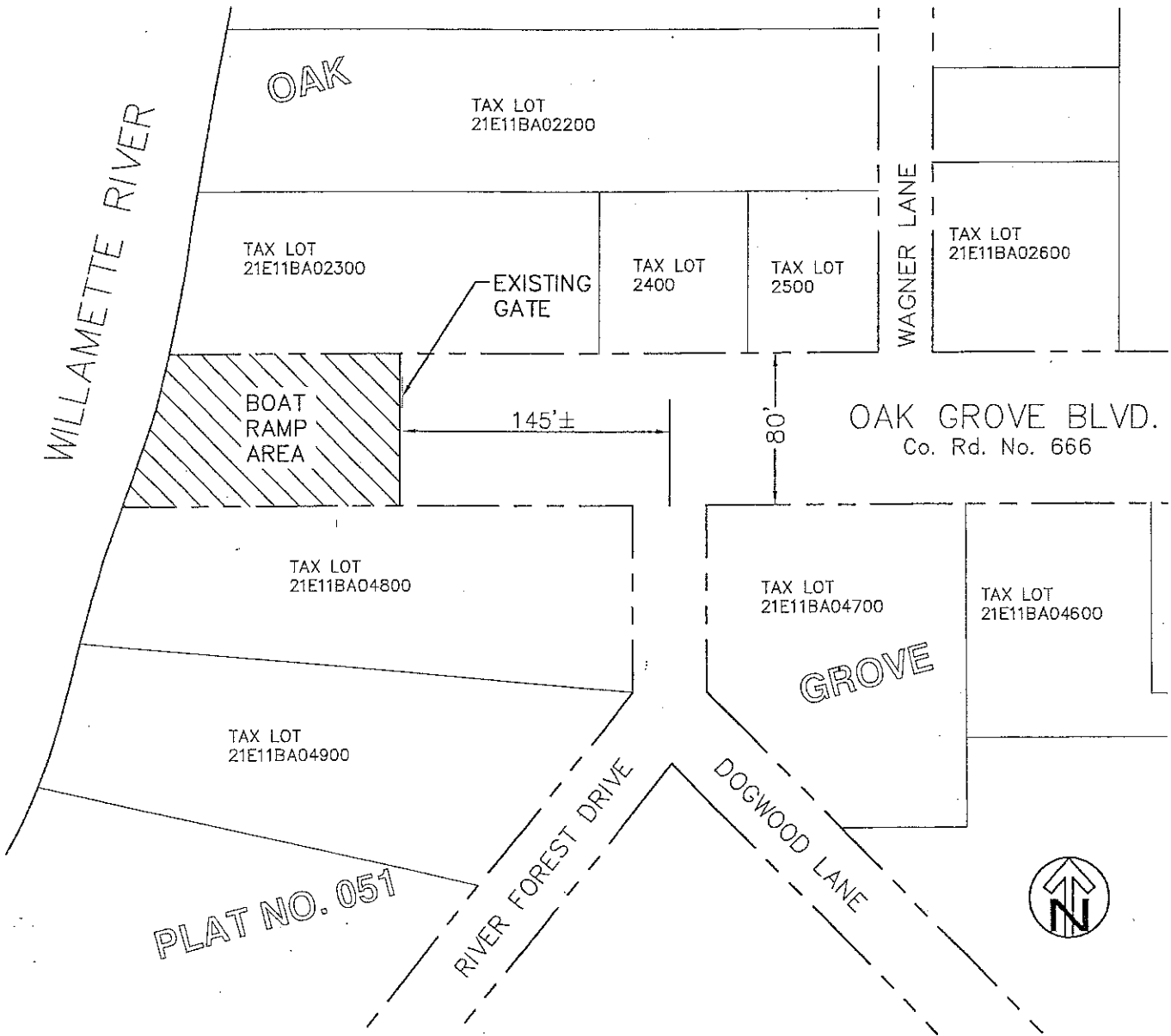
Chair, Board of Commissioners

Chair, North Clackamas Parks and Recreation
District

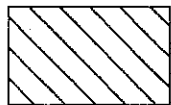
Date

Date


SITUATED IN THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN
CLACKAMAS COUNTY, OREGON



PLAT NO. 051



AREA OF LIABILITY AND MAINTENANCE
RESPONSIBILITY TRANSFER TO NORTH
CLACKAMAS PARKS AND RECREATION
DISTRICT



**CLACKAMAS
COUNTY**

DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "A"
OAK GROVE BLVD
BOAT RAMP AREA

PAGE 1 OF 1

LIABILITY & MAINTENANCE
RESPONSIBILITY
TRANSFER TO N.C.P.R.D.

RD. FILE NO. 21002	DRAWN BY DJC	DESIGN BY N/A	DATE: 10-03-14
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Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

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

October 16, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Metro to Implement the FY 14-15 (Year 25)
Annual Waste Reduction and Recycle at Work Program

Purpose/Outcomes	This IGA provides funding to perform the County's solid waste management plan, developed collaboratively each year with Metro.
Dollar Amount and Fiscal Impact	The IGA value is \$292,741. The funds, dispersed by Metro, partially offset the costs of performing the state required Solid Waste Management Plan.
Funding Source	Metro-Regional System Fee and County Solid Waste Collection Franchise Fees
Safety Impact	No negative safety impact. Generally, recycling and waste prevention provide indirect public safety benefits through a stronger economy, cleaner environment, and an ongoing presence in the community. These services consistently receive high satisfaction scores from the public.
Duration	July 1, 2014-June 30, 2015.
Previous Board Action/Review	In years 1991-2013 BCC approved the County's Solid Waste Management Plan and supplemental funding from Metro.
Contact Person	Eben Polk – Solid Waste & Sustainability 503-742-4470

BACKGROUND:

Annually Metro and local governments within the tri-county area collaborate to update and refine a plan for waste reduction and recycling. These annual plans are designed to meet the goals and objectives of our Regional Solid Waste Management Plan (RSWMP) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RSWMP implementation, Metro has approved the County's Waste Reduction Plan for Year 25 (FY14-15). This is a continuing program—the prior IGA was approved on November 27, 2013. The plans have two main components, the 'Annual Plan' to maintain county-wide waste reduction programs and pursue means to increase opportunities for citizens to participate, and the 'Recycle at Work' program.

In support of these annual plans, Metro redistributes funds earned from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. Cities within the County are eligible recipients. In addition to carrying out responsibilities for the unincorporated county, County staff, through a series of agreements, performs the annual responsibilities of the RSWMP as outlined in the Waste Reduction Plan for the Cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses is consistent, efficient, and cost-effective, as well as communication with private collectors who provide service across jurisdictions. Wherever people live or work in the County, the information they receive through Citizen News, cable, cities, events and other outreach sources is consistent.

During the past year staff has been busy assisting the citizens of Clackamas County engage in waste reduction practices at home, work, school and play, allowing us to reach a 62.2% recovery rate up from the 2011 rate of 59.3%. The regional recovery goal is 64%, so work remains to be done.

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- Outreach messaging for all residents, businesses in the County through Citizen News.
- A pilot fluorescent lamp collection program for small and medium sized businesses. Eighty-four (84) businesses are participating. Through the participation 29 in-depth evaluations have been provided, and 56 4-foot and 37 8-foot fluorescent lamp recycling boxes have been provided to participants. Fluorescent lamps are a major source of toxic mercury in our solid waste.
- Delivering over 374 paper collection boxes as requested by large and small businesses.
- Providing personal consultations to over 700 small and large businesses including a focused outreach effort in the City of Sandy to help businesses recycle the 'basics'.
- Reaching over 5,000 K-12 students through waste audits, presentations and assemblies.
- Enhancing the collection of recyclables at 65 schools in 10 school districts.
- Providing containers for recycling at over 90 events including youth sporting events, community concerts, the County Fair and the Pick-a-Thon.

These efforts work hand-in-hand with the crucial services provided by our solid waste collection franchisees. Convenient access to recycling opportunities for all allows the materials collected to be returned to the stream of commerce, providing significant economic and environmental benefits.

This year the County's allocation increased by about \$4,000 to \$292,741. The IGA allocates \$180,549.00 to 'Annual Plan' work to maintain county-wide waste reduction programs and pursue additional means to increase the opportunities for citizens to participate. An additional, \$112,192.00 is allocated to partially fund the Recycle at Work Program.

A signed Intergovernmental Agreement (IGA) with Metro is required in order to receive funds. The IGA Attachments A, B and C describe, respectively, the Scope of Work for Annual Waste Reduction Plan, the Scope of Work for the Recycle at Work program, and the detailed implementation plan. Also attached for reference are our agreements with Cities and the year-end FY 13-14 (Year 24) Annual Waste Reduction and Recycle at Work Reports.

This IGA with Metro has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners approve the FY 14-15 (Year 25) Plan and sign the Intergovernmental Agreement with Metro to fund the programs.

Sincerely,



Eben Polk, Supervisor
DTD-Solid Waste & Sustainability

For information on this issue or copies of attachments please contact Eben Polk at (503) 742-4470



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 932973

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as "County", whose address is 2051 Kaen Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Fiscal Year 2014-15 Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program.

2. Term. This Agreement shall be effective July 1, 2014, and shall remain in effect through June 30, 2015 unless earlier terminated in conformance with this Agreement.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A, B and C).

4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of ONE HUNDRED EIGHTY THOUSAND, FIVE HUNDRED FORTY-NINE AND NO/100THS DOLLARS (\$180,549.00) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED TWELVE THOUSAND, ONE HUNDRED NINETY-TWO AND NO/100THS DOLLARS (\$112,192.00) in the manner and at the time designated in the Scope of Work.

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement,



600 NE Grand Ave.
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(503) 797-1700

Intergovernmental Agreement

Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS Chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, including the damage cap provisions, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, caused by, County's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS Chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For County:
Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:
Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For County:

For Metro:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date

Intergovernmental Agreement

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- I. Task: Funding for Fiscal Year 2014-15 of the Metro and Local Government Annual Waste Reduction Plan.
 - a) Term: July 1, 2014 to June 30, 2015
 - b) County's responsibilities. County shall:
 1. Provide to Metro a copy of County's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
 2. Provide to Metro a copy of the Letters of Understanding authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
 3. Ensure that by June 30, 2015, the activities specified in Attachment A and Attachment C have been completed.
 4. On or before August 1, 2015, submit the following:
 - A) A completed reporting worksheet.
 - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.
 - c) Metro Responsibilities. Metro shall:
 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to County on promotional and educational activities.
 3. Monitor the general project progress and review as necessary, County's accounting records relating to project expenditures.
 - d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County \$180,549.00 in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.



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Intergovernmental Agreement

2. County shall provide services described in Attachment C in exchange for the following funding allocations:

	<u>Funding allocation</u>
Barlow	\$63
Canby	\$7,415
Damascus	\$4,938
Estacada	\$1,352
Gladstone	\$5,358
Happy Valley	\$7,259
Johnson City	\$263
Lake Oswego	\$17,236
Milwaukie	\$9,555
Molalla	\$3,780
Oregon City	\$15,562
Rivergrove	\$207
Sandy	\$4,656
West Linn	\$11,850
Wilsonville	\$10,044
<u>Unincorporated Clackamas County</u>	<u>\$81,010</u>
 TOTAL	 \$180,549

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.

Intergovernmental Agreement

Scope of Work – Exhibit A

Attachment B

SCOPE OF WORK: Recycle at Work Program

- I. Task: Funding the Recycle at Work Program.
- a) Term: July 1, 2014 to June 30, 2015
 - b) County's responsibilities. County shall:
 1. Hire and train individuals as staff or external contractors whose primary responsibilities and duties are to provide waste evaluations (outlined in number 2 below), technical assistance and business recycling requirement compliance services to businesses.
 2. Provide technical assistance to businesses by conducting a baseline evaluation of the 14 key practices, getting written agreement to work with staff on recommended practices and conduct a follow-up evaluation within 6 months of conducting the baseline evaluation.
 3. Share responsibility with Metro for the development of work plan and completion of tasks to fulfill the purposes of Business Recovery Work Group (BRWG).
 4. Develop an Outreach Plan that identifies the County's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following three strategies: 1.) a focus on assisting the County's government facilities and ensuring that each facility is in compliance with Business Recycling Requirements; 2.) a focus on new businesses and medium-sized businesses (20-250 employees); and 3.) how the County plans to move more light-touch businesses to in-depth businesses as defined by the new targets and measurements. In addition, the plan should take into account the County's participation in regional annual outreach campaigns. Other elements of the Outreach Plan should include businesses or institutions that are targeted and desired outcomes as well as any underserved or underrepresented businesses targeted.
 5. On or before August 1, 2015, submit a completed Outreach Plan reporting worksheet.
 6. Make available to businesses resources identified by the BRWG and appropriate for the County.
 7. Collect data for each business that summarizes key contact information and the actions taken with the 14 key practices and business recycling requirement compliance. Enter all data in the Recycle at Work Information System developed by Metro and the BRWG. Data for the Account, Task/Activity and Evaluation objects should be entered within two weeks of contact with the business. Data quality is the responsibility of the County, including but not limited to, clean up of duplicate accounts, correct completion of evaluations and logged hours as outlined in the RAWIS user manual, as well as annual state employment clean-up and preparation for upload.
 8. Prepare an annual progress report on the accomplishments of the Recycle at Work Program that will include the following:

Intergovernmental Agreement

Scope of Work – Exhibit A

Successes and Challenges

Provide narrative on successes and challenges achieving these outcomes.

Administrative Information—Expenditures and Staffing

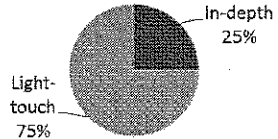
Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

Activity Measures

Numbers of Businesses Assisted

Provide the number and percentage of in-depth and light-touch businesses assisted in the current program year (July 1 through June 30).

	Count	Percentage
In-depth Businesses	businesses	%
Light-touch Businesses	businesses	%
Total	businesses	100%



Note: when comparing number of in-depth businesses assisted, differences in jurisdictions such as staffing levels, average business size, industry sectors, geographic distribution, employee and manager receptiveness to changing practices, and other factors should be considered.

Provide the numbers of in-depth businesses assisted in each of the size and sector categories for the current program year (July 1 through June 30).

Size Category	Count	Percentage
Fewer than 20 employees	businesses	businesses
20 to 99 employees	businesses	businesses
100 to 250 employees	businesses	businesses
More than 250 employees	businesses	businesses

Time Spent Assisting Businesses

Provide the percentage of time spent assisting in-depth businesses compared to the time spent assisting light-touch businesses in the current program year (July 1 through June 30). This includes only time logged to business accounts, not task accounts.

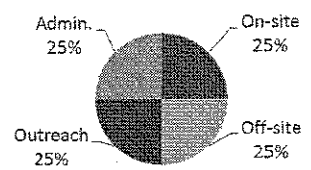
	hours	Percentage
In-depth Businesses	hours	%
Light-touch Businesses	hours	%
Total	hours	100%



Intergovernmental Agreement Scope of Work – Exhibit A

Provide the percentage of time spent on each of the four major task types in the current program year (July 1 through June 30).

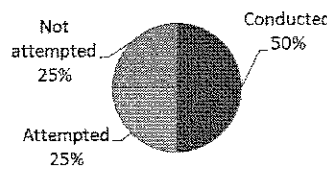
	Hours	Percentage
On-site Assistance	hours	%
Off-site Assistance	hours	%
Outreach and Marketing	hours	%
Program Administration	hours	%
Total	hours	100%



Initial Follow-up Evaluation Status of In-Depth Businesses

Provide the share of in-depth businesses assisted in each of the following categories:

	Count	Percentage
Received a follow-up evaluation conducted by a RAW specialist	businesses	%
Refused <u>attempts</u> to conduct a follow-up evaluation	businesses	%
Did not receive a follow-up evaluation or attempts by RAW specialists	businesses	%
Total number that became in-depth more than 6 months ago	businesses	100%



Number of resources delivered (by type)

Provide the number of resources delivered by type during the current program year (July 1 through June 30).

Compliance Actions Taken

Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).



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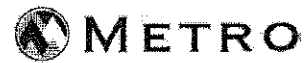
Intergovernmental Agreement

Scope of Work – Exhibit A

Outcome Measures

Current Outcome Calculation Period (*Business count = the denominator in each calculation)

	Planned Outcome			Implementation		
	Business Count	Target Rate	Actual Rate	Business Count	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.		%	%		%	%
Business uses centralized printers.		%	%		%	%
Business uses electronic solutions to prevent accidental printing.		%	%		%	%
Business uses electronic solutions to reduce paper use.		%	%		%	%
Food-service business donates edible food.		%	%		%	%
Recycling						
Business recycles paper and containers.		%	%		%	%
Business composts food scraps and landscaping trimmings.		%	%		%	%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.		%	%		%	%
Business (or its janitorial service) uses third-party certified green cleaners.		%	%		%	%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.		%	%		%	%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.		%	%		%	%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.		%	%		%	%



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Intergovernmental Agreement

Scope of Work – Exhibit A

Program-to-Date (* Business count = the denominator in each calculation)

	Movement in Change			Implementation		
	Business Count	Target Rate	Actual Rate	Business Count	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.		%	%		%	%
Business uses centralized printers.		%	%		%	%
Business uses electronic solutions to prevent accidental printing.		%	%		%	%
Business uses electronic solutions to reduce paper use.		%	%		%	%
Food-service business donates edible food.		%	%		%	%
Recycling						
Business recycles paper and containers.		%	%		%	%
Business composts food scraps and landscaping trimmings.		%	%		%	%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.		%	%		%	%
Business (or its janitorial service) uses third-party certified green cleaners.		%	%		%	%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.		%	%		%	%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.		%	%		%	%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.		%	%		%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.		%	%		%	%

Intergovernmental Agreement

Scope of Work – Exhibit A

9. Establish a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.
 10. All Recycle at Work funded staff are required to participate in quarterly Specialist Roundtables and any training identified by BRWG.
 11. Track the use of any tools that have been developed by Metro with the guidance of BRWG.
- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Recycle at Work program.
 2. Provide assistance to County on promotional and educational activities associated with the annual outreach project.
 3. Monitor the general program progress and review as necessary, County's accounting records relating to RAW program expenditures.
 4. Convene and facilitate the BRWG.
 5. Share responsibility with the County for the development of work plan and completion of tasks to fulfill the purposes of BRWG.
 6. Notify the County of outreach campaigns and any other business recruitment scheduled for the term of the IGA. BRWG members will review and advise on all outreach campaigns and recruitment to the business sector. In conjunction with the BRWG, develop and provide to the County an overview of the outreach that will occur. This overview will include draft guidelines and protocols for the County to respond to requests by businesses and to provide assistance. The overview should also include a timeline for the campaigns and recruitment and a process for notifying the County of press releases.
 7. Monitor, in conjunction with the BRWG, the list of 14 key practices that shall be addressed by the County in its on-site visits to businesses and is incorporated into the Recycle at Work information system.
 8. Develop and maintain, in conjunction with the BRWG and specialists, the resources, such as desk-side paper collection containers that shall be provided to businesses.
 9. In conjunction with BRWG, provide regionally-identified training for specialists.
 10. Provide the County with guidelines and protocols on the Recycle at Work information system, on-going support and updates.
 11. Provide the County with standardized reporting forms for annual progress reports. The report forms will be used to record quantitative data generated from the information system and qualitative information.
 12. Coordinate and convene quarterly roundtables for specialists as determined by the BRWG.
 13. Review and revise as needed the program goals and budget in conjunction with the BRWG.
 14. Conduct an evaluation of the Recycle at Work Program as needed, which may include on-site visits to regional businesses by Metro staff or independent third-party contractors.



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Scope of Work – Exhibit A

d) Budget and Terms of Payment:

1. Upon completion of section (b)(4) of this Scope of Work, Metro shall pay County \$112,192.00 in one lump sum. County’s billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County’s billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County’s billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.

2. County shall provide services described in section (b) in exchange for the following funding allocations:

Funding allocation

Barlow	\$20
Canby	\$4,331
Damascus	*
Estacada	*
Gladstone	\$2,077
Happy Valley	\$1,921
Johnson City	\$6
Lake Oswego	\$14,044
Milwaukie	\$9,936
Molalla	\$1,767
Oregon City	\$10,898
Rivergrove	\$7
Sandy	\$2,487
West Linn	\$3,420
Wilsonville	\$14,398
<u>Unincorporated Clackamas Co.</u>	<u>\$46,880</u>
 TOTAL	 \$112,192

*Funding withheld due to non-compliance with the Business Recycling Requirement

Intergovernmental Agreement

Scope of Work – Exhibit A

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Attachment C

FISCAL YEAR 2014-15

LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN

Jurisdiction: Clackamas County

Contact: Rick Winterhalter

1. Program Overview Narrative

Provide a narrative overview of programs, services and focus areas for FY 2014-15 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are **required** as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the **Regional Service Standard: Level and Frequency of Service** table for your jurisdiction. Cooperatives should report on behalf of member jurisdictions.
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- d) Participate in at least one regional waste reduction planning group.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
- f) Recycle at Work program goals (including compliance with the Business Recycling Requirement). See Section II. A., Elements 1-11, for the items that must be addressed in the narrative. *Please include this narrative section with the Recycle at Work table at the end of this document.*

Clackamas County provides waste prevention and recycling education for the unincorporated areas of the County, and by agreement for the cities of: Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to residents and businesses in Rivergrove and Johnson City. This includes 386,000 residents as indicated in Portland State University's 2013 Oregon Population Report. The County and the cities all comply with the Regional Service Standard.

Our waste prevention and recycling programs reach residents including those who live in multifamily communities, businesses, government agencies, schools and other organizations. The programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A.

In addition to these initiatives we administer the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley. This includes

Intergovernmental Agreement Scope of Work – Exhibit A

regulatory oversight for 23 franchisees including one County-owned transfer station, licensing independent recyclers, conducting annual reviews of solid waste fees and participating in regional solid waste planning activities.

A dedicated phone line (503-557-6363), email (wasteinfo@clackamas.us), and website (www.clackamas.us/recycling), continue to be available for the public as a local contact for waste prevention and recycling questions. This information is included in phone directories, on educational materials, in chamber directories and on our webpage.

While our Trash Talk newsletter is no longer mailed separately, we are scheduled to have four (4) waste reduction and recycling pages included in each quarterly issue of the countywide newsletter. It is delivered to all mail recipients in the county, approximately 175,000 each issue.

We host an education and outreach tent at the six-day Clackamas County Fair in August. Our focus this year will be on food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to bring the Healthy Home display and with the Clackamas River Water Providers to bring their water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Popular topics include Recycling Yes and No's, green cleaners, backyard composting and natural gardening.

Other waste prevention and recycling outreach activities are detailed in the Maintenance and Expansion of Existing Program tables. The Recycle at Work narrative is included in the Recycle at Work section.

2. Budget Information

a) Overall solid waste and recycling budget:

The FY 2014-15 Metro allocations to the County of Clackamas and the partnering cities equals \$180,549 to supplement the waste reduction planning and program management necessary to meet the goals and objectives of this plan. An additional \$112,192 is provided to aid in the support of the Recycle at Work program. The total amount of foundation funding provided by the distribution of a portion of the Regional System Fees is \$292,741. This contribution represents approximately 18% of the overall County's solid waste and recycling revenues.

b) Overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds, including staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

The County does not maintain a separate budget for incidental expenses associated with the Recycle at Work program. Only the labor portion is shown below as that is the purpose of the Metro funds. The table lists all personnel in the Division contributing to Recycle At Work and the Business Recycling Requirement. About 44% of the salary and benefits will be covered by Metro funds.



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Scope of Work – Exhibit A

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Staff	Title	RAW FTE*	Salary & Benefits	Funding Source
Eben Polk	Sustainability Supervisor	0.10	\$ 14,270	County
Rick Winterhalter	Senior Sustainability Analyst	0.05	\$ 6,228	County
Sherri Dow	Sustainability Analyst	0.10	\$ 11,467	County
Susan Terry - retiring 7/31/14 /new hire	Sustainability Analyst	0.40	\$ 45,866	County
Shannon Martin	Sustainability Analyst	0.90	\$105,970	Recycle at Work / County
Kelly Stewart	Part-time Exempt	0.48	\$ 28,590	Recycle At Work
Julane Potter	Part-time Exempt	0.48	\$ 29,930	Recycle At Work
Laurel Bates	Part-time Exempt - schools	0.25	\$ 15,610	County
Total		2.76	\$257,931	

*Minor changes from previous FY.

3. Annual Work Plan Task Tables

Complete the **Recycle at Work** outreach plan and narrative. Complete the **Maintenance & Expansion of Existing Programs** tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the **Regional Service Standard** table for your jurisdiction or cooperative members.

Intergovernmental Agreement

Scope of Work – Exhibit A

Recycle at Work

Complete the following table and narrative section listing specific efforts planned for completion during this fiscal year.

Status Key:
 (O) Ongoing
 (R) Revised
 (N) New
 (C) Complete

Annual Outreach Plan	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will continue to be strong leaders and noteworthy examples when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.	
Outreach Strategy: Clackamas County <ul style="list-style-type: none"> • Continue educating employees about the recycling program through staff presentations, emails and intranet promotions. • Continue to work to maximize waste reduction opportunities in county operations. • Provide Paper Reduction Assessments for interested departments and help them implement follow up recommendations. • Pilot a plastic film recycling program for our Red Soils Campus and encourage employees to use a reusable bag. 	O O O N
Schools and other local governments <ul style="list-style-type: none"> • Conduct outreach to schools and district offices to ensure they are aware of our assistance and offer Paper Reduction Assessments. • Develop new relationships with city partners, offer assistance and discuss new ways of reaching out to businesses using city communication resources. • Continue to work with state and federal offices and prisons upon request. • Conduct outreach to colleges/universities and offer assistance in recycling and waste reduction. 	O N O N

Intergovernmental Agreement

Scope of Work – Exhibit A

New and Medium-Sized Businesses (required)	
Goals: Establish and grow our working relationships with new and medium size businesses by offering in-depth evaluations of the 14 key practices.	
<p>Outreach Strategy:</p> <ul style="list-style-type: none"> Participate in regional, Metro-convened planning meetings for the annual outreach campaign. Participate in regional, Metro-convened planning meetings focused on coordinated outreach efforts to multi-jurisdictional businesses. Recruit businesses through our local chambers of commerce and other business organizations. Identify new businesses by partnering with our local city departments tasked with licensing. See “Moving More Businesses to In-Depth Status”. 	<p>O</p> <p>O</p> <p>O</p> <p>O</p>
Moving More Businesses to In-Depth Status (required)	
Goals: Engage businesses in In-Depth assistance using targeted program offers.	
<p>Outreach Strategy:</p> <ul style="list-style-type: none"> Phase out our pilot voucher program to collect fluorescent bulbs from small and medium size businesses. The pilot will be evaluated to assist in planning next steps of the project. Our goal is to continue encouraging businesses to recycle fluorescent bulbs without our financial assistance but offer the collection boxes. In return, we will offer an In-Depth evaluation. We will use BRAG, our recognition program, to engage businesses in an in-depth service offer. Staff will continue to work with PGA, Economic Development and city staff to identify new, exciting ways to promote qualifying business. The BRAG application has already been tailored to match RAW’s 14 key practices. Senior management has directed RAW to rebrand the BRAG recognition program and diversify the elements of recommendations for certification. The new recognition program will incorporate the 14 key practices as an element of the application as well as a business’s support for underserved communities through volunteerism, giving, or other engagement. Building on our relationships with property managers, RAW staff will conduct direct outreach to large multi-tenant buildings to re-energize outreach efforts and offer In-Depth evaluations to their tenants in addition to other services. At the same time, RAW staff will update Salesforce building accounts to match the new RAWIS data entry protocols. Staff will continue finding new ways to message our services and develop additional resources needed for In-Depth evaluations. 	<p>R</p> <p>R</p> <p>N</p> <p>N</p> <p>O</p>

Intergovernmental Agreement

Scope of Work – Exhibit A

Target Businesses that are Underserved or Underrepresented	
Goals: Monitor the results of Metro’s Demographics Project and engage in regional conversations linked to the outcomes and findings.	
Outreach Strategy: <ul style="list-style-type: none"> • We will evaluate and prioritize our printed and electronic resources for language translation (This will also align with efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.) • RAW staff will conduct outreach to business organizations that support minority owned businesses to discuss partnership opportunities. 	 N N
Target Business Sectors, Institutions or Materials (such as organics)	
Goals: In areas where commercial compost service is available, continue to encourage food generators to participate in the We Compost program. Maintain existing relationships with our current customers to ensure the material leaving their business is clean and marketable.	
Outreach Strategy: <ul style="list-style-type: none"> • Research food generators in the Unincorporated, Milwaukie and McLoughlin area to create a new compost route. • Continue to recruit We Compost participants in Lake Oswego, West Linn and Canby. • Follow-up with current participants to ensure their material is clean and marketable. • County staff will continue to develop educational tools and resources to help educate food generators about the program. • New customers will be offered slim jims and brute containers to assist with internal collection along with signage and educational materials. • Staff will continue to participate in regional conversations about compostable serviceware. • Retirement facilities and hotels will be a priority sector for In-Depth evaluations and compost service. • Continue promoting Fork it Over and providing support to local food pantries. 	 N O O O O O O O N O

Intergovernmental Agreement Scope of Work – Exhibit A

Recycle at Work Narrative:

Recycle at Work will continue to be implemented through Clackamas County's Office of Sustainability. This program is currently staffed with 2.76 FTE. Additional food scrap program outreach and development is supported by a grant funded temporary employee. Staff will continue providing onsite technical assistance to evaluate the 14 key practices and promote water conservation, energy efficiency, and pollution prevention with our new recognition program.

The RAW program will support regional outreach campaigns and utilize the tools and resources developed by the regional work group. Staff will attend specialist roundtables. Baseline and follow-up evaluations will continue to be the basis for measuring behavior and business practice changes, and follow-up evaluations will be attempted after all completed baseline evaluations. All information collected and resources developed by Metro will be captured in the RAWIS database.

Business Recycling Requirements compliance will be maintained with the following:

- I. Identifying businesses that are not in compliance, through:
 - a. Field inspections by RAW staff.
 - b. Complaints from the business community.

- II. All business that are not recycling according to the BRR, and do not accept assistance during the initial contact, may become cases in RAWIS.
 - a. Businesses will be notified of the BRR code and offered assistance.
 - b. Businesses that do not respond, accept assistance, and/or make progress will be under consideration for code enforcement as per County Code Title 10.

The Outreach Plan listed in the table above will be implemented concurrently with the elements of this narrative.

Intergovernmental Agreement

Scope of Work – Exhibit A

Maintenance & Expansion of Existing Programs

Status Key:

- (O) Ongoing--minor administrative updates and changes only.
- (R) Revised--major program policy or implementation adjustments (provide details).
- (N) New--brand new program, or substantially revised or reconstituted (provide details).

Single-family Residential (Include home composting programs)	
Waste Prevention Activities	Status
Goal: Residents to engage in actions that result in less waste.	
<p>Reuse</p> <ol style="list-style-type: none"> 1. Continue to promote reuse businesses such as thrift stores, consignment shops and used building materials stores as viable alternatives to “buying new” with articles in at least two issues of our four Trash Talk pages now included in Clackamas County’s newsletter. It is sent four times a year to almost all mailing addresses in the County. (about 175,000 each issue) 2. List local reuse events such as library book sales, clothing swaps and neighborhood yard sales on our website focusing on those events that benefit non-profits. List at least one, but more if available, reuse event in each city in the County and at least four in unincorporated County. An article will be in at least one issue of our Trash Talk pages about the benefits of reuse events. 3. Showcase “do it yourself” projects on our website and include links to Pinterest and other similar websites that demonstrate creative reuse with materials residents already have. Initially showcase some of the projects from the Canby Habitat ReStore made with materials from their store. At least three reuse project examples will be part of our six-day County Fair booth in August. (an estimated 600 direct contacts) 4. Revise our ReUse brochure which lists thrift stores, used building materials stores, Community Warehouse, SCRAP and Free Geek, to emphasize how more donations of usable clothing, kitchen items, linens, furniture, sporting goods, etc. result in waste reduction, reuse and helping people in need. Include photos and examples of what happens to donations at these organizations. Provide the revised Reuse flyer on our website, at our County Fair booth and at community events such as Farmers Markets and upon request. It may also be customized by city as an article for their newsletters. 	R
<p>Prevent Wasted Food</p> <ol style="list-style-type: none"> 5. Review the newly released (expected in July 2014) EPA “Food Too Good to Waste” campaign and revise our “Make a Shopping List with Meals in Mind” flyer to reflect any updated messaging. The revised flyer along with other food waste prevention materials will be on our website and at our County Fair booth and other community events. An article about mindful shopping and reducing wasted food will be in at least one issue of our Trash Talk pages and provided to cities for their newsletters. 	R

Intergovernmental Agreement Scope of Work – Exhibit A

<p>6. The fruit and vegetable storage guide, a new regional flyer, produced through the Local Government workgroup, and customized for Clackamas County is being distributed at community events such as the Milwaukie Farmer Market. It will be available at our County Fair booth as part of our outreach on preventing wasted food, on our website and included in at least one article in our Trash Talk pages.</p> <p>7. Food storage and preservation resources from Oregon State University Extension and other similar agencies will be at our County Fair booth, available as links from our website, in an article provided to cities for their newsletters and in at least one article in our Trash Talk pages.</p> <p>8. Explore creating a bag for grocery shopping with mindful shopping and food storage resources printed on it, similar to the multifamily recycling bag. If feasible, purchase a limited supply. Distribute them at community events where staff is doing outreach on reducing wasted food. Will include a pledge and may require a small fee to purchase the bag.</p>	
<p>Use More Durables</p> <p>9. Create a brochure on the benefits of using common durables, such as travel mugs, refillable water bottles and reusable shopping bags. It will be available on our website, provided in an article format to cities for their newsletters, included in at least one issue of our Trash Talk pages and available at community events such as our Fair booth.</p> <p>10. Include a section in the above brochure that includes the benefits of renting, borrowing or sharing items used infrequently, such as tools.</p>	N
<p>Prevent Packaging Waste</p> <p>11. As a companion piece to the “Make a Shopping List with Meals in Mind” flyer, create a flyer that explains the benefits of less packaging and recyclable packaging and shows examples. It will be available on our website, at community events and in at least one issue of our Trash Talk pages and may be included in an article format for city newsletters.</p> <p>12. As part of the less-packaging flyer described in #11, ways to avoid packaging when buying fruits and vegetables will be featured. It may also be added to the fruit and vegetable storage guide described in #6.</p>	N
<p>Support the Regional Master Recycler Program</p> <p>13. Host one course in Clackamas County each fiscal year.</p> <p>14. Continue to provide residential, multifamily, Recycle at Work and other requested staff presentations for course sessions.</p> <p>15. Provide a \$5,000 funding contribution for the fiscal year.</p> <p>16. Support Master Recycler volunteers. Provide materials for events and projects in Clackamas County. Host at least two Master Recycler gatherings each fiscal year to include continuing education and networking opportunities. One gathering may include a reuse event.</p> <p><i>Also applies to Recycling Activities section.</i></p>	O

Intergovernmental Agreement

Scope of Work – Exhibit A

<p>Regional Campaigns and Publications</p> <p>17. Actively participate in any regional effort or campaign that focuses on waste prevention, such as the “Ask Metro” campaign. <i>Also applies to Recycling Activities section.</i></p> <p>18. Actively promote any new or revised regional publication such as “Say NO to junk mail”. <i>Also applies to Recycling Activities section.</i></p>	O
Recycling Activities	Status
<p>Goal: Residents engage in actions that result in more recycling and a better understanding of which materials are recyclable and where to recycle them.</p>	
<p>Required - Curbside recycling outreach activity for an existing program. Develop a strategy to reinstate consistent use of “leave behinds” on recycling carts and bins to improve the quality of recyclables collected.</p> <p>19. Work with franchised garbage and recycling companies to address the challenges of and solutions for using “leave behinds” when recycling is collected by fully-automated trucks.</p> <p>20. Work with franchised garbage and recycling companies to distribute “leave behinds” in selected urban areas during the summer and fall of 2014. Initially, this will include distribution of “leave behinds” from a prior regional campaign focused on “no plastic bags” and “glass on the side”.</p> <p>21. Re-design our <i>Recycling Notice</i> “leave-behinds” to further emphasize recycling quality, add graphics and include positive messaging. Target the most common problem materials or categories of materials and materials often not prepared properly.</p> <p>22. Adjust the re-designed “leave behind” based on the results of Metro’s Residential Waste Recycling Composition Study. Provide them to franchised garbage and recycling companies for distribution in spring and summer of 2015.</p>	N
<p>Home Composting* (Backyard Composting)</p> <p>23. Continue to encourage residents to compost fruit/vegetable scraps and yard debris at home. Provide “It’s easy to make your own compost” booklet along with the Backyard Composting display at community events such as the Oregon City Farmers Market and the County Fair, and upon request. An article on backyard composting will be in the spring or summer issue of our Trash Talk pages.</p> <p>24. Continue to provide resources on the year-round availability of compost bins and compost systems. This will be a flyer along with the compost display and compost booklet and links will be included on our website.</p> <p>25. Create a flyer that will provide composting resources for rural residents with larger properties as an alternative to burning. It will be provided at the County Fair, other community events, on our website, as an article in our Trash Talk pages and upon request.</p> <p>26. The benefits of leaving grass clippings on lawns will be included in any articles or online content about backyard composting.</p> <p>27. Composting for small spaces, such as composting with a worm bin will be included in any articles or online content about backyard composting and will be included with the Backyard Composting display at community events.</p> <p>*Recent callers with questions about “home composting” want to know if food</p>	O/N

Intergovernmental Agreement

Scope of Work – Exhibit A

<p>scraps can go into curbside yard debris. Since “home composting” is now linked with food scraps going into yard debris, we will likely change the titles on our displays, flyers and web content to “backyard composting” to avoid confusion.</p>	
<p>Curbside Recycling</p> <p>28. In at least two issues of our Trash Talk pages we will have an article that includes the benefits of recycling, recycling opportunities, the materials that can be recycled and proper preparation of those recyclables. Photos and explanations of why materials are accepted or not will be included.</p> <p>29. The Clackamas County Recycling Guide flyer that shows the Recycling Yes and No’s with photos of the materials will continue to be provided at community events, on our website and upon request. It will accompany the Recycling YES and NO displays boards whenever they are used at events or presentations. It is also available in Spanish.</p> <p>30. Feature at least one article in our Trash Talk pages about what happens to recyclables after they are collected.</p> <p>31. Model correct recycling by continuing to provide Recycling YES/NO display boards with the actual materials on them. Currently there are durable display boards for curbside paper recycling and curbside plastic recycling. They are used at community events by county staff and loaned to Master Recyclers.</p> <p>32. Request and review “new customer packets” of franchised garbage and recycling companies to ensure: that they list the materials collected for recycling, the collection schedule and proper preparation for recyclables. County staff will work with collectors to amend or update their packets as needed to meet the requirements.</p>	<p>O</p>
<p>Recycling at depots and other non-curbside locations</p> <p>33. In at least two issues of our Trash Talk pages feature the Recycling Depots in Clackamas County table which shows where depots are located, their phone number, address and what materials they accept.</p> <p>34. Continue to promote Metro’s Find A Recycler site and Recycling Hotline. They will be listed in all issues of our Trash Talk pages, on our Recycling Guide flyer, from in a link on our website and upon request.</p> <p>35. A newly created Recycling Depot flyer, requested by Master Recyclers for their Milwaukie Farmers Market booth, includes the Recycling Depots in Clackamas County, yard debris and wood recycling locations, information on product stewardship recycling programs such as Paintcare, Call2Recycle and Oregon E-Cycles. It will be available at community events, on our website and upon request. It will be a valuable resource for residents who have chosen not to have recycling service at home. Currently it is being updated to include locations that accept compact fluorescents and expanded polystyrene foam and peanuts.</p> <p>36. At least one article in our Trash Talk pages will address the challenges of recycling many types of plastics. This information is available in a limited format in our Recycling Guide flyer and will be available on our website.</p> <p>37. In at least one issue of our Trash Talk pages have an ad or article that encourages redemption of deposit containers and explains why returning them for the deposit is preferable to recycling them curbside. Our event recycling program also promotes BottleDrop locations and returning deposit containers for fundraising.</p>	<p>O/R</p>

Intergovernmental Agreement

Scope of Work – Exhibit A

Multi-family Residential	
Waste Prevention Activities	Status
Goal: Residents engage in actions that result in less waste.	
1. Along with recycling information provided to property managers or directly to residents, include waste prevention resources such as the fruit and vegetable storage guide, Oregon State Extension food storage and preservation resources as well as the Reuse brochure referred to in the Single Family Residential Waste Prevention section. If these are well received, include additional Single Family Residential Waste Prevention resources such as “Make a Shopping List with Meals in Mind”. These resources are available electronically upon request.	N
2. Revise the Multifamily Order Form which is available on our website to include waste prevention resources. It will be advertised in at least one issue of our Trash Talk pages and available at community events. Further, when creating or revising waste prevention outreach materials ensure that we include resources which will be useful to residents in multifamily communities.	R
3. Abandoned bulky waste continues to be an ongoing problem at many multifamily communities. We will partner with at least three multifamily communities to attempt to recover reusable bulky items. We will work to partner with Community Warehouse or similar non-profit to pick up bulky waste suitable for reuse. Ideas for how this may be accomplished include using a covered space to store reusable bulky items for pick up or holding a limited on-site collection event for reusable or recyclable items. Initially we will approach communities that are geographically close to Community Warehouse if they agree to partner with us on this project. Additional ideas will also be explored if these are not workable.	N
Recycling Activities	Status
Goal: Residents engage in actions that result in more recycling and a better understanding of which materials are recyclable.	
4. Initiate assistance to an estimated 30 multifamily communities that have not received direct assistance since 2011.	O/R
5. Continue to provide on-site assistance to multifamily communities as requested by residents, property managers, garbage and recycling companies and city partners to include recycling signs, decals, recycling guides and recycling depot flyer and other resources that may be applicable from the Single Family Residential section, such as “How to safely dispose of unwanted medication” and “Safe disposal of sharps”. Resources will be available electronically upon request.	
6. Distribute 2000 reusable multifamily recycling bags which have recycling Yes and No’s on them along with photos of the items. Property managers must complete a required distribution/education plan to receive the bags. If feasible, order additional bags.	
7. County staff will continue to actively participate in regional multifamily discussions and initiatives through the Local Government workgroup.	

Intergovernmental Agreement Scope of Work – Exhibit A

<p>8. As a strategy to reduce contamination and make recycling easier for residents, begin working with franchised garbage and recycling companies to determine the feasibility of providing glass recycling containers that are a different color than the mixed recycling container, possibly the same color as the glass container used at single family homes in the area. (This differentiation in containers was suggested in recent property manager interviews in Portland.)</p> <p>9. We will evaluate our printed and online materials and prioritize them for language translation. This will likely include links to the Metro website language hub pages. (This activity aligns with other efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.)</p>	
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Construction & Demolition	
Waste Prevention Activities	Status
<p>Goal: Residents, businesses and organizations engage in actions that result in less waste.</p>	
<p>1. In at least one article in our Trash Talk pages, at community events such as the County Fair and on our website we will continue to promote locations where building materials salvaged from construction and demolition projects can be donated and are sold for reuse, such as at The ReBuilding Center and Habitat ReStores.</p> <p>2. As part of the above activity promote these locations as places to purchase salvaged building materials and also promote purchasing building materials with recycled content such as MetroPaint.</p>	O
Recycling Activities	Status
<p>Goal: Residents, businesses and organizations to engage in actions that result in more recycling and a better understanding of which materials are recyclable and where to recycle them.</p>	
<p>1. Continue to provide the popular Metro Salvage and Recycling Toolkit and carpenter pencils that encourage salvaging for reuse and recycling construction and demolition materials. They will be in our Permit lobby, at appropriate community events, such as the County Fair and upon request.</p> <p>2. In addition to the above activity, a link from our website will continue to promote the Metro Find a Recycler webpage and Metro Recycling Hotline as ways to find locations to donate for reuse or recycle materials from construction and demolition projects.</p>	O

Intergovernmental Agreement

Scope of Work – Exhibit A

Toxicity Reduction	
Waste Prevention Activities	Status
Goal: Residents, businesses and organizations engage in actions that result in using less toxics.	
<ol style="list-style-type: none"> 1. Many existing publications that encourage using less toxics at home such as the ever-popular “Green Cleaners”, “Natural Gardening”, “Hazardless Home Handbook” and the “Healthy and Safe” booklet will continue to be provided at community events such as wellness fairs, at presentations, upon request and from links on our website. Alternatives to toxics and Green Cleaners will be featured in an at least one issue of our Trash Talk pages. 2. Continue to provide a Green Cleaner display to use at community events such as wellness fairs, farmers markets and the Master Gardener Spring Garden Fair. If feasible, continue to have participants make a green cleaner sample such as soft scrub in a reusable container to take home. 3. Actively participate in the annual Clackamas County Employee Wellness Fair using the publications and displays and cleaner sample described in #1-3 above. (400+ contacts) 4. For businesses and organizations, see the Recycle at Work section. 	O
Recycling Activities	Status
Goal: Residents, businesses and organizations engage in actions that result in more recycling, if available, and a better understanding of which materials are recyclable and where to recycle them. If not recyclable, have an understanding of safe disposal options.	
<ol style="list-style-type: none"> 5. Continue to promote Metro Hazardous Waste Facilities as the safe method for disposing of household hazardous waste. There will be at least two articles or ads in our Trash Talk pages which will be provided to cities for their newsletters and as a link on our website. The Metro Healthy and Safe booklet with the Toxic Trash flyer inserted will be available at community events such as the County Fair, Farmer Markets and wellness fairs and upon request. 6. Continue to encourage safe disposal of unwanted medication and sharps by including an article or ad in at least one issue of Trash Talk, providing Clackamas River Water Providers “How to properly dispose of unwanted medication” and the Metro “Safe disposal of medical syringes” brochures at community events, as links on our website and upon request. 7. Feature the Oregon E-Cycles program for recycling computers, TVs and monitors and in the November issue of the Trash Talk pages to highlight that printers, keyboards and mice are being added in January 2015. It will be available on our website, provided to cities for their newsletters and in a flyer for community events. Non-Oregon E-Cycles program electronics will be added to our Recycling Depot flyer and on our website will be linked to the Metro Find a Recycler site. 	O/R

Intergovernmental Agreement Scope of Work – Exhibit A

<p>8. Continue to promote successful product-stewardship recycling programs such as paint recycling through PaintCare and rechargeable battery and cell phone recycling through Call2Recycle, Inc. These recycling programs are currently featured on our Recycling Depot flyer, see Recycling #35, and will be featured in at least one issue of our Trash Talk pages and provided to cities for their newsletters.</p> <p>9. Add locations in Clackamas County that accept fluorescent light bulbs for recycling to Recycling Depots flyer, see Recycling #35. Will be included in at least one Trash Talk article or ad and available to cities for their newsletters.</p>	
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Other	
Required Elements <i>(may be addressed here or in narrative portion of the plan)</i>	Status
<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table. Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are all in compliance with the Regional Service Standard.</p>	O
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Clackamas County will continue to monitor recovery levels throughout Clackamas County. We will continue to respond with increased outreach, education and troubleshooting should there be areas falling behind.</p>	O
<p>3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i> Clackamas County staff actively participates in several regional work groups including the Solid Waste Directors, Business Recycling Workgroup and Local Government Recycling Workgroups, County staff also participates in other regional/state initiatives such as Disaster Debris, Organics, ReTrac and in the DEQ 2050 Vision Workgroup.</p>	O
Waste Prevention Activities	Status
<p>4. Continue to co-fund 1 FTE Waste Reduction Education Coordinator with the Clackamas County Refuse and Recycling Association. The Coordinator will continue to provide waste prevention education and assistance to the estimated 150 schools in Clackamas County, focusing on assisting schools to achieve the requirements of the <i>Oregon Green Schools</i> program. Where commercial food scrap collection is available, the coordinator will continue to provide education and assistance with food scrap collection set up and maintenance. <i>Also applies to Recycling Activity section.</i></p>	O

Intergovernmental Agreement Scope of Work – Exhibit A

<p>5. Continue to place small ads, usually 1/6 to 1/3 page, in an estimated eight Chamber of Commerce Directories focusing on the chambers that mail directories to residents and businesses. This is a cost-effective way to provide our contact information and a brief description of the resources we provide. Continuing these ads also helps maintain our long-standing relationships with the local chambers. <i>Also applies to the Recycling Activities section.</i></p>	O
<p>6. Continue to expand our use of social media to better use Facebook, Twitter and You Tube to promote waste prevention messages. Currently press releases issued by the Community Relations Specialist for the Department of Transportation and Development including those from our staff are automatically posted to the County's Facebook and Twitter sites. <i>Also applies to the Recycling Activities section.</i></p>	O/R
<p>7. We will evaluate our printed and online materials and prioritize them for language translation. This will likely include links to the Metro website language hub pages. (This activity aligns with other efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.) <i>Also applies to the Recycling Activities section.</i></p>	O/R
<p>Recycling Activities</p>	
<p>Goal: Residents engage in actions that result in more recycling.</p>	
<p>8. Public event recycling, using ClearStream recycling containers for collecting cans and plastic bottles, will continue to be supported with ClearStreams loaned to community events through September 2014. Research and an evaluation are underway to determine how we may best continue to support event recycling in a more cost-effective manner.</p>	R

**Fiscal Year 2014-15
Metro and Local Government
Annual Waste Reduction Work Plan**

May 1, 2014

I. Introduction

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste prevention and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region. The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste prevention and recycling programs, projects and activities.

The region's waste reduction work is guided by the RSWMP, which envisions an evolution from today's end-of-the-pipe solid waste management practices to those that more holistically contribute to the sustainable use of natural resources. The need for Metro to play a lead role in driving this evolution has been reinforced by the Metro Council, Metro Auditor, and key partners, local governments and stakeholders. To that end, Metro is beginning to shift the emphasis of its policies and programs from end-of-life to upstream, focusing on implementation of waste prevention practices.

Fiscal Year 2014-15 will be the fourth year that Metro and its local government partners are working to transition the Annual Waste Reduction Work Plan incrementally toward a focus on upstream waste prevention practices. It is likely that this transition will take several years to accomplish.

II. Plan Structure & Format

The Annual Work Plan is divided into two areas:

- Recycle at Work
- Maintenance & Expansion of Existing Programs

A. The **Recycle at Work** program is designed to address the individual needs, barriers and the particular circumstances affecting the business sector with regard to waste prevention, recycling and toxics reduction. Funding assistance is provided to local jurisdictions specifically for the Recycle at Work program. Allocations are based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. The Recycle at Work program provides technical assistance to businesses in the region through **on-site waste evaluations, recommendations to the businesses around 14 key practices and a follow-up evaluation to assess progress**. In order to receive funding, local jurisdictions must:

1. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide waste evaluations (outlined in number 2 below), technical assistance and Business Recycling Requirement compliance services to businesses.

2. Provide technical assistance to businesses by conducting baseline and follow-up on-site evaluations on the program's 14 key practices.
3. Participate in regional outreach campaigns as developed by the Business Recycling Work Group (BRWG) and provide follow-up technical assistance and evaluation as required by the annual outreach program design.
4. Develop an Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following three strategies: (A) a focus on assisting the jurisdiction's government facilities and ensuring that each facility is in compliance with Business Recycling Requirement; (B) a focus on adding new businesses to the program, with 20 to 250 employees in the following sectors: grocery, education, office and hospitality; and (C), how the jurisdiction plans to move more businesses to in-depth¹ status as defined by the Recycle at Work program's targets and measurements. The Outreach Plan should also identify the businesses or institutions to be targeted and the desired outcomes. In addition, the plan should take into account the jurisdiction's participation in regional annual outreach campaigns.
5. Make resources available to businesses as identified by the BRWG and appropriate for the jurisdiction.
6. Collect data for each business that summarizes key contact information and the actions taken in the 14 key practices and Business Recycling Requirement compliance. Enter all data in the Recycle at Work Information System (RAWIS) developed by Metro and the BRWG, whose design allows for regional consistency and uniform analysis of program data.
7. Conduct a follow-up evaluation at each business that has received technical assistance and provide on-site evaluation, whenever possible and appropriate, of the changes the business has made.
8. Prepare an annual progress report on the accomplishments of the Recycle at Work program that will include:
 - Review of the Outreach Plan implementation.
 - Successes and challenges.
 - Administrative information (staff and expenditures).
 - Number of businesses assisted, both in-depth and light-touch.
 - Number of businesses assisted by size and sector.
 - Time spent on light-touch and in-depth businesses.
 - Time spent on on-site assistance, off-site assistance, outreach and marketing, and program administration.
 - Share of in-depth businesses without a timely follow-up evaluation.
 - Resources by type delivered.
 - Evaluations performed, actions recommended and implemented.

Follow-up evaluation status on the following:

 - Conducted.
 - Attempted.
 - Did not receive a follow-up.

¹ An in-depth business receives an on-site baseline evaluation that includes all 14 key practices except plans or policies and janitorial use of cleaners and agrees to work on at least one action in addition to recycling and agrees to a follow-up evaluation. All other businesses are considered light-touch.

- Total number of in-depth businesses whose status has changed in the fiscal year.
- Compliance actions taken.

All of the elements above must be included in a Recycle at Work plan submitted to Metro.

9. Maintain a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide a written description of the compliance program to Metro.
10. Require all Recycle at Work-funded staff to participate in quarterly Specialist Roundtables and any training identified by BRWG.
11. Track the use of any tools in RAWIS that have been developed by Metro with the guidance of BRWG.

- B. The second area of the Annual Work Plan focuses on **Maintenance & Expansion of Existing Programs** through per capita grants to local governments. In order to maintain past successes, established programs must continue to be funded, staffed and maintained at the same time that new initiatives are introduced.

The funding assistance provided to local jurisdictions to maintain existing programs and expand waste prevention work is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population and its level of compliance with state and regional requirements.

The objectives of the maintenance & expansion section are to maintain and increase recovery through support of existing and new local government recycling programs; support and expand waste prevention initiatives; provide an incentive for local governments to participate in regional waste reduction planning activities; and continue to ensure compliance with the RSWMP and state program elements for waste prevention and recycling programs.

The program format is intentionally simple and straightforward. Local governments will submit an overview of existing waste prevention and recycling programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain and expand these programs. This will provide a comprehensive regional picture of existing programs in place as well as demonstrate compliance with the RSWMP and state law.

III. Required Compliance with the Regional Solid Waste Management Plan and State Law

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirement.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A). Metro has been designated by the State as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions shall provide data to Metro to assist with this annual reporting responsibility.

Metro will review Annual Reports for compliance with both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law are not eligible for associated program funding assistance from Metro.

IV. Monitoring and Evaluation

The Recycle at Work and Maintenance & Expansion of Existing Programs sections of the annual plan each have independent progress measurement and reporting scenarios tied to the specific tasks involved. These performance measures, combined with the annual Department of Environmental Quality Material Recovery Survey Report, are used to assess progress.

Recycle at Work

Recycle at Work has specific reporting requirements associated with the program. The requirements are provided in Section II. A. 8. A final report shall be submitted to Metro in tandem with the maintenance & expansion reporting noted below no later than August 1, 2015. Jurisdictions must also report on compliance with the Business Recycling Requirement.

Maintenance & Expansion of Existing Programs

Annual reports documenting efforts completed by local governments during FY 2014-15 shall be submitted to Metro no later than August 1, 2015. These annual reports serve as the basis for monitoring the status of existing programs and progress with regard to the RSWMP and required annual reporting to the Oregon Department of Environmental Quality.

The maintenance & expansion efforts shall also be reviewed based upon the following:

- Local governments shall implement waste prevention activities for each area of the residential and commercial sector.
- Local governments shall demonstrate compliance with the Regional Service Standard.
- Local governments shall identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- Local government representatives shall participate in at least one regional waste reduction planning group (larger jurisdictions will tend to participate in more than one group).

- Local governments shall provide jurisdictional solid waste and recycling budget information to Metro.
- Curbside recovery levels shall be maintained or increased (total tons and per capita tons recovered and disposed).

Metro publishes a complete Performance Measures Report in the spring following the Annual Work Plan completion and data gathering.

FY 2014-15
LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE

June 30, 2014

Jurisdiction: Clackamas County

Contact: Rick Winterhalter

• **Program Overview Narrative**

Provide a narrative overview of programs, services and focus areas for FY 2014-15 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are **required** as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the **Regional Service Standard: Level and Frequency of Service** table for your jurisdiction. Cooperatives should report on behalf of member jurisdictions.
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- d) Participate in at least one regional waste reduction planning group.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
- f) Recycle at Work program goals (including compliance with the Business Recycling Requirement). See Section II. A., Elements 1-11, for the items that must be addressed in the narrative. *Please include this narrative section with the Recycle at Work table at the end of this document.*

Clackamas County provides waste prevention and recycling education for the unincorporated areas of the County, and by agreement for the cities of: Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to residents and businesses in Rivergrove and Johnson City. This includes 386,000 residents as indicated in Portland State University's *2013 Oregon Population Report*. The County and the cities all comply with the Regional Service Standard.

Our waste prevention and recycling programs reach residents including those who live in multifamily communities, businesses, government agencies, schools and other organizations. The programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A.

In addition to these initiatives we administer the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley. This includes regulatory oversight for 23 franchisees including one

County-owned transfer station, licensing independent recyclers, conducting annual reviews of solid waste fees and participating in regional solid waste planning activities.

A dedicated phone line (503-557-6363), email (wasteinfo@clackamas.us), and website (www.clackamas.us/recycling), continue to be available for the public as a local contact for waste prevention and recycling questions. This information is included in phone directories, on educational materials, in chamber directories and on our webpage.

While our Trash Talk newsletter is no longer mailed separately, we are scheduled to have four (4) waste reduction and recycling pages included in each quarterly issue of the countywide newsletter. It is delivered to all mail recipients in the county, approximately 175,000 each issue.

We host an education and outreach tent at the six-day Clackamas County Fair in August. Our focus this year will be on food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to bring the Healthy Home display and with the Clackamas River Water Providers to bring their water conservation information.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Popular topics include Recycling Yes and No's, green cleaners, backyard composting and natural gardening.

Other waste prevention and recycling outreach activities are detailed in the Maintenance and Expansion of Existing Program tables. The Recycle at Work narrative is included in the Recycle at Work section.

- **Budget Information**

- Overall solid waste and recycling budget:

The FY 2014-15 Metro allocations to the County of Clackamas and the partnering cities equals \$180,549 to supplement the waste reduction planning and program management necessary to meet the goals and objectives of this plan. An additional \$114,224 is provided to aid in the support of the Recycle at Work program. The total amount of foundation funding provided by the distribution of a portion of the Regional System Fees is \$294,773. This contribution represents approximately 18% of the overall County's solid waste and recycling revenues.

- Overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds, including staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

The County does not maintain a separate budget for incidental expenses associated with the Recycle at Work program. Only the labor portion is shown below as that is the purpose of the Metro funds. The table lists all personnel in the Division contributing to Recycle At Work and the Business Recycling Requirement. About 44% of the salary and benefits will be covered by Metro funds.

Staff	Title	RAW FTE*	Salary & Benefits	Funding Source
Eben Polk	Sustainability Supervisor	0.10	\$ 14,270	County
Rick Winterhalter	Senior Sustainability Analyst	0.05	\$ 6,228	County
Sherri Dow	Sustainability Analyst	0.10	\$ 11,467	County
Susan Terry - retiring 7/31/14 /new hire	Sustainability Analyst	0.40	\$ 45,866	County
Shannon Martin	Sustainability Analyst	0.90	\$105,970	Recycle at Work / County
Kelly Stewart	Part-time Exempt	0.48	\$ 28,590	Recycle At Work
Julane Potter	Part-time Exempt	0.48	\$ 29,930	Recycle At Work
Laurel Bates	Part-time Exempt - schools	0.25	\$ 15,610	County
Total		2.76	\$257,931	

*Minor changes from previous FY.

- **Annual Work Plan Task Tables**

Complete the **Recycle at Work** outreach plan and narrative. Complete the **Maintenance & Expansion of Existing Programs** tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the **Regional Service Standard** table for your jurisdiction or cooperative members.

Recycle at Work

Complete the following table and narrative section listing specific efforts planned for completion during this fiscal year. The Recycle at Work Plan must include all elements described in Section II-A (see page 1 of this document). Element 4 from Section II-A should be addressed in the table below, and all others in a narrative to accompany this table.

Status Key:

- (O) Ongoing
- (R) Revised
- (N) New
- (C) Complete

Annual Outreach Plan	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will continue to be strong leaders and noteworthy examples when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.	
Outreach Strategy: Clackamas County <ul style="list-style-type: none"> Continue educating employees about the recycling program through staff presentations, emails and intranet promotions. Continue to work to maximize waste reduction opportunities in county operations. Provide Paper Reduction Assessments for interested departments and help them implement follow up recommendations. Pilot a plastic film recycling program for our Red Soils Campus and encourage employees to use a reusable bag. Schools and other local governments <ul style="list-style-type: none"> Conduct outreach to schools and district offices to ensure they are aware of our assistance and offer Paper Reduction Assessments. Develop new relationships with city partners, offer assistance and discuss new ways of reaching out to businesses using city communication resources. Continue to work with state and federal offices and prisons upon request. Conduct outreach to colleges/universities and offer assistance in recycling and waste reduction. 	O O O N O N O N
New and Medium-Sized Businesses (required)	
Goals: Establish and grow our working relationships with new and medium size businesses by offering in-depth evaluations of the 14 key practices.	
Outreach Strategy: <ul style="list-style-type: none"> Participate in regional, Metro-convened planning meetings for the 	O

<p>annual outreach campaign.</p> <ul style="list-style-type: none"> • Participate in regional, Metro-convened planning meetings focused on coordinated outreach efforts to multi-jurisdictional businesses. • Recruit businesses through our local chambers of commerce and other business organizations. • Identify new businesses by partnering with our local city departments tasked with licensing. • See "Moving More Businesses to In-Depth Status". 	<p>O</p> <p>O</p> <p>O</p>
Moving More Businesses to In-Depth Status (required)	
Goals: Engage businesses in In-Depth assistance using targeted program offers.	
<p>Outreach Strategy:</p> <ul style="list-style-type: none"> • Phase out our pilot voucher program to collect fluorescent bulbs from small and medium size businesses. The pilot will be evaluated to assist in planning next steps of the project. Our goal is to continue encouraging businesses to recycle fluorescent bulbs without our financial assistance but offer the collection boxes. In return, we will offer an In-Depth evaluation. • We will use BRAG, our recognition program, to engage businesses in an in-depth service offer. Staff will continue to work with PGA, Economic Development and city staff to identify new, exciting ways to promote qualifying business. The BRAG application has already been tailored to match RAW's 14 key practices. • Senior management has directed RAW to rebrand the BRAG recognition program and diversify the elements of recommendations for certification. The new recognition program will incorporate the 14 key practices as an element of the application as well as a business's support for underserved communities through volunteerism, giving, or other engagement. • Building on our relationships with property managers, RAW staff will conduct direct outreach to large multi-tenant buildings to re-energize outreach efforts and offer In-Depth evaluations to their tenants in addition to other services. At the same time, RAW staff will update Salesforce building accounts to match the new RAWIS data entry protocols. • Staff will continue finding new ways to message our services and develop additional resources needed for In-Depth evaluations. 	<p>R</p> <p>R</p> <p>N</p> <p>N</p> <p>O</p>
Target Businesses that are Underserved or Underrepresented	
Goals: Monitor the results of Metro's Demographics Project and engage in regional conversations linked to the outcomes and findings.	
<p>Outreach Strategy:</p> <ul style="list-style-type: none"> • We will evaluate and prioritize our printed and electronic resources for language translation (This will also align with efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.) • RAW staff will conduct outreach to business organizations that support minority owned businesses to discuss partnership 	<p>N</p> <p>N</p>

opportunities.	
Target Business Sectors, Institutions or Materials (such as organics)	
Goals: In areas where commercial compost service is available, continue to encourage food generators to participate in the We Compost program. Maintain existing relationships with our current customers to ensure the material leaving their business is clean and marketable.	
Outreach Strategy: <ul style="list-style-type: none"> • Research food generators in the Unincorporated, Milwaukie and McLoughlin area to create a new compost route. N • Continue to recruit We Compost participants in Lake Oswego, West Linn and Canby. O • Follow-up with current participants to ensure their material is clean and marketable. O • County staff will continue to develop educational tools and resources to help educate food generators about the program. O • New customers will be offered slim jims and brute containers to assist with internal collection along with signage and educational materials. O • Staff will continue to participate in regional conversations about compostable serviceware. O • Retirement facilities and hotels will be a priority sector for In-Depth evaluations and compost service. N • Continue promoting Fork it Over and providing support to local food pantries. O 	

Recycle at Work Narrative:

(Address elements A.1.-3., and A.5.-11. from Section II. on pages 1 and 2.)

Recycle at Work will continue to be implemented through Clackamas County's Office of Sustainability. This program is currently staffed with 2.76 FTE. Additional food scrap program outreach and development is supported by a grant funded temporary employee. Staff will continue providing onsite technical assistance to evaluate the 14 key practices and promote water conservation, energy efficiency, and pollution prevention with our new recognition program.

The RAW program will support regional outreach campaigns and utilize the tools and resources developed by the regional work group. Staff will attend specialist roundtables. Baseline and follow-up evaluations will continue to be the basis for measuring behavior and business practice changes, and follow-up evaluations will be attempted after all completed baseline evaluations. All information collected and resources developed by Metro will be captured in the RAWIS database.

Business Recycling Requirements compliance will be maintained with the following:

- I. Identifying businesses that are not in compliance, through:
 - a. Field inspections by RAW staff.
 - b. Complaints from the business community.

- II. All business that are not recycling according to the BRR, and do not accept assistance during the initial contact, may become cases in RAWIS.

- a. Businesses will be notified of the BRR code and offered assistance.
- b. Businesses that do not respond, accept assistance, and/or make progress will be under consideration for code enforcement as per County Code Title 10.

The Outreach Plan listed in the table above will be implemented concurrently with the elements of this narrative.

Maintenance & Expansion of Existing Programs

Status Key:

- (O) Ongoing--minor administrative updates and changes only.
- (R) Revised--major program policy or implementation adjustments (provide details).
- (N) New--brand new program, or substantially revised or reconstituted (provide details).

Single-family Residential (Include home composting programs)	
Waste Prevention Activities	Status
Goal: Residents to engage in actions that result in less waste.	
<p>Reuse</p> <ol style="list-style-type: none"> 1. Continue to promote reuse businesses such as thrift stores, consignment shops and used building materials stores as viable alternatives to “buying new” with articles in at least two issues of our four Trash Talk pages now included in Clackamas County’s newsletter. It is sent four times a year to almost all mailing addresses in the County. (about 175,000 each issue) 2. List local reuse events such as library book sales, clothing swaps and neighborhood yard sales on our website focusing on those events that benefit non-profits. List at least one, but more if available, reuse event in each city in the County and at least four in unincorporated County. An article will be in at least one issue of our Trash Talk pages about the benefits of reuse events. 3. Showcase “do it yourself” projects on our website and include links to Pinterest and other similar websites that demonstrate creative reuse with materials residents already have. Initially showcase some of the projects from the Canby Habitat ReStore made with materials from their store. At least three reuse project examples will be part of our six-day County Fair booth in August. (an estimated 600 direct contacts) 4. Revise our ReUse brochure which lists thrift stores, used building materials stores, Community Warehouse, SCRAP and Free Geek, to emphasize how more donations of usable clothing, kitchen items, linens, furniture, sporting goods, etc. result in waste reduction, reuse and helping people in need. Include photos and examples of what happens to donations at these organizations. Provide the revised Reuse flyer on our website, at our County Fair booth and at community events such as Farmers Markets and upon request. It may also be customized by city as an article for their newsletters. 	R
<p>Prevent Wasted Food</p> <ol style="list-style-type: none"> 5. Review the newly released (expected in July 2014) EPA “Food Too Good to Waste” campaign and revise our “Make a Shopping List with Meals in Mind” flyer to reflect any updated messaging. The revised flyer along with other food waste prevention materials will be on our website and at our County Fair booth and other community events. An article about mindful shopping and reducing wasted food will be in at least one issue of our Trash Talk pages and provided to cities for their newsletters. 6. The fruit and vegetable storage guide, a new regional flyer, produced through the Local Government workgroup, and customized for 	R

<p>Clackamas County is being distributed at community events such as the Milwaukie Farmer Market. It will be available at our County Fair booth as part of our outreach on preventing wasted food, on our website and included in at least one article in our Trash Talk pages.</p> <p>7. Food storage and preservation resources from Oregon State University Extension and other similar agencies will be at our County Fair booth, available as links from our website, in an article provided to cities for their newsletters and in at least one article in our Trash Talk pages.</p> <p>8. Explore creating a bag for grocery shopping with mindful shopping and food storage resources printed on it, similar to the multifamily recycling bag. If feasible, purchase a limited supply. Distribute them at community events where staff is doing outreach on reducing wasted food. Will include a pledge and may require a small fee to purchase the bag.</p>	
<p>Use More Durables</p> <p>9. Create a brochure on the benefits of using common durables, such as travel mugs, refillable water bottles and reusable shopping bags. It will be available on our website, provided in an article format to cities for their newsletters, included in at least one issue of our Trash Talk pages and available at community events such as our Fair booth.</p> <p>10. Include a section in the above brochure that includes the benefits of renting, borrowing or sharing items used infrequently, such as tools,</p>	N
<p>Prevent Packaging Waste</p> <p>11. As a companion piece to the "Make a Shopping List with Meals in Mind" flyer, create a flyer that explains the benefits of less packaging and recyclable packaging and shows examples. It will be available on our website, at community events and in at least one issue of our Trash Talk pages and may be included in an article format for city newsletters.</p> <p>12. As part of the less-packaging flyer described in #11, ways to avoid packaging when buying fruits and vegetables will be featured. It may also be added to the fruit and vegetable storage guide described in #6.</p>	N
<p>Support the Regional Master Recycler Program</p> <p>13. Host one course in Clackamas County each fiscal year.</p> <p>14. Continue to provide residential, multifamily, Recycle at Work and other requested staff presentations for course sessions.</p> <p>15. Provide a \$5,000 funding contribution for the fiscal year.</p> <p>16. Support Master Recycler volunteers. Provide materials for events and projects in Clackamas County. Host at least two Master Recycler gatherings each fiscal year to include continuing education and networking opportunities. One gathering may include a reuse event.</p> <p><i>Also applies to Recycling Activities section.</i></p>	O
<p>Regional Campaigns and Publications</p> <p>17. Actively participate in any regional effort or campaign that focuses on waste prevention, such as the "Ask Metro" campaign. <i>Also applies to Recycling Activities section.</i></p> <p>18. Actively promote any new or revised regional publication such as "Say NO to junk mail". <i>Also applies to Recycling Activities section.</i></p>	O
Recycling Activities	Status
Goal: Residents engage in actions that result in more recycling and a better understanding of which materials are recyclable and where to recycle them.	
Required - Curbside recycling outreach activity for an existing program.	

<p>Develop a strategy to reinstate consistent use of "leave behinds" on recycling carts and bins to improve the quality of recyclables collected.</p> <p>19. Work with franchised garbage and recycling companies to address the challenges of and solutions for using "leave behinds" when recycling is collected by fully-automated trucks.</p> <p>20. Work with franchised garbage and recycling companies to distribute "leave behinds" in selected urban areas during the summer and fall of 2014. Initially, this will include distribution of "leave behinds" from a prior regional campaign focused on "no plastic bags" and "glass on the side".</p> <p>21. Re-design our <i>Recycling Notice</i> "leave-behinds" to further emphasize recycling quality, add graphics and include positive messaging. Target the most common problem materials or categories of materials and materials often not prepared properly.</p> <p>22. Adjust the re-designed "leave behind" based on the results of Metro's Residential Waste Recycling Composition Study. Provide them to franchised garbage and recycling companies for distribution in spring and summer of 2015.</p>	<p>N</p>
<p>Home Composting* (Backyard Composting)</p> <p>23. Continue to encourage resident to compost fruit/vegetable scraps and yard debris at home. Provide "It's easy to make your own compost" booklet along with the Backyard Composting display at community events such as the Oregon City Farmers Market and the County Fair, and upon request. An article on backyard composting will be in the spring or summer issue of our Trash Talk pages.</p> <p>24. Continue to provide resources on the year-round availability of compost bins and compost systems. This will be a flyer along with the compost display and compost booklet and links will be included on our website.</p> <p>25. Create a flyer that will provide composting resources for rural residents with larger properties as an alternative to burning. It will be provided at the County Fair, other community events, on our website, as an article in our Trash Talk pages and upon request.</p> <p>26. The benefits of leaving grass clippings on lawns will be included in any articles or online content about backyard composting.</p> <p>27. Composting for small spaces, such as composting with a worm bin will be included in any articles or online content about backyard composting and will be included with the Backyard Composting display at community events.</p> <p>*Recent callers with questions about "home composting" want to know if food scraps can go into curbside yard debris. Since "home composting" is now linked with food scraps going into yard debris, we will likely change the titles on our displays, flyers and web content to "backyard composting" to avoid confusion.</p>	<p>O/N</p>
<p>Curbside Recycling</p> <p>28. In at least two issues of our Trash Talk pages we will have an article that includes the benefits of recycling, recycling opportunities, the materials that can be recycled and proper preparation of those recyclables. Photos and explanations of why materials are accepted or not will be included.</p> <p>29. The Clackamas County Recycling Guide flyer that shows the Recycling Yes and No's with photos of the materials will continue to be provided at community events, on our website and upon request. It will accompany the Recycling YES and NO displays boards whenever they are used at</p>	<p>O</p>

<p>events or presentations. It is also available in Spanish.</p> <p>30. Feature at least one article in our Trash Talk pages about what happens to recyclables after they are collected.</p> <p>31. Model correct recycling by continuing to provide Recycling YES/NO display boards with the actual materials on them. Currently there are durable display boards for curbside paper recycling and curbside plastic recycling. They are used at community events by county staff and loaned to Master Recyclers.</p> <p>32. Request and review "new customer packets" of franchised garbage and recycling companies to ensure: that they list the materials collected for recycling, the collection schedule and proper preparation for recyclables. County staff will work with collectors to amend or update their packets as needed to meet the requirements.</p>	
<p>Recycling at depots and other non-curbside locations</p> <p>33. In at least two issues of our Trash Talk pages feature the Recycling Depots in Clackamas County table which shows where depots are located, their phone number, address and what materials they accept.</p> <p>34. Continue to promote Metro's Find A Recycler site and Recycling Hotline. They will be listed in all issues of our Trash Talk pages, on our Recycling Guide flyer, from in a link on our website and upon request.</p> <p>35. A newly created Recycling Depot flyer, requested by Master Recyclers for their Milwaukie Farmers Market booth, includes the Recycling Depots in Clackamas County, yard debris and wood recycling locations, information on product stewardship recycling programs such as Paintcare, Call2Recycle and Oregon E-Cycles. It will be available at community events, on our website and upon request. It will be a valuable resource for residents who have chosen not to have recycling service at home. Currently it is being updated to include locations that accept compact fluorescents and expanded polystyrene foam and peanuts.</p> <p>36. At least one article in our Trash Talk pages will address the challenges of recycling many types of plastics. This information is available in a limited format in our Recycling Guide flyer and will be available on our website.</p> <p>37. In at least one issue of our Trash Talk pages have an ad or article that encourages redemption of deposit containers and explains why returning them for the deposit is preferable to recycling them curbside. Our event recycling program also promotes BottleDrop locations and returning deposit containers for fundraising.</p>	O/R

Multi-family Residential

Waste Prevention Activities	Status
Goal: Residents engage in actions that result in less waste.	
1. Along with recycling information provided to property managers or directly to residents, include waste prevention resources such as the fruit and vegetable storage guide, Oregon State Extension food storage and preservation resources as well as the Reuse brochure referred to in the Single Family Residential Waste Prevention section. If these are well received, include additional Single Family Residential Waste Prevention resources such as "Make a Shopping List with Meals in Mind". These resources are available electronically upon request.	N
2. Revise the Multifamily Order Form which is available on our website to include waste prevention resources. It will be advertised in at least one issue of our Trash Talk pages and available at community events. Further, when creating or revising waste prevention outreach materials ensure that we include resources which will be useful to residents in multifamily communities.	R
3. Abandoned bulky waste continues to be an ongoing problem at many multifamily communities. We will partner with at least three multifamily communities to attempt to recover reusable bulky items. We will work to partner with Community Warehouse or similar non-profit to pick up bulky waste suitable for reuse. Ideas for how this may be accomplished include using a covered space to store reusable bulky items for pick up or holding a limited on-site collection event for reusable or recyclable items. Initially we will approach communities that are geographically close to Community Warehouse if they agree to partner with us on this project. Additional ideas will also be explored if these are not workable.	N
Recycling Activities	Status
Goal: Residents engage in actions that result in more recycling and a better understanding of which materials are recyclable.	
4. Initiate assistance to an estimated 30 multifamily communities that have not received direct assistance since 2011.	O/R
5. Continue to provide on-site assistance to multifamily communities as requested by residents, property managers, garbage and recycling companies and city partners to include recycling signs, decals, recycling guides and recycling depot flyer and other resources that may be applicable from the Single Family Residential section, such as "How to safely dispose of unwanted medication" and "Safe disposal of sharps". Resources will be available electronically upon request.	
6. Distribute 2000 reusable multifamily recycling bags which have recycling Yes and No's on them along with photos of the items. Property managers must complete a required distribution/education plan to receive the bags. If feasible, order additional bags.	
7. County staff will continue to actively participate in regional multifamily discussions and initiatives through the Local Government workgroup.	
8. As a strategy to reduce contamination and make recycling easier for residents, begin working with franchised garbage and recycling companies to determine the feasibility of providing glass recycling	

<p>containers that are a different color than the mixed recycling container, possibly the same color as the glass container used at single family homes in the area. (This differentiation in containers was suggested in recent property manager interviews in Portland.)</p> <p>9. We will evaluate our printed and online materials and prioritize them for language translation. This will likely include links to the Metro website language hub pages. (This activity aligns with other efforts in the Department of Transportation and Development to meet Title VI requirements for accessibility.)</p>	

Construction & Demolition	
Waste Prevention Activities	Status
Goal: Residents, businesses and organizations engage in actions that result in less waste.	
<ol style="list-style-type: none"> 1. In at least one article in our Trash Talk pages, at community events such as the County Fair and on our website we will continue to promote locations where building materials salvaged from construction and demolition projects can be donated and are sold for reuse, such as at The ReBuilding Center and Habitat ReStores. 2. As part of the above activity promote these locations as places to purchase salvaged building materials and also promote purchasing building materials with recycled content such as MetroPaint. 	O
Recycling Activities	Status
Goal: Residents, businesses and organizations to engage in actions that result in more recycling and a better understanding of which materials are recyclable and where to recycle them.	
<ol style="list-style-type: none"> 1. Continue to provide the popular Metro Salvage and Recycling Toolkit and carpenter pencils that encourage salvaging for reuse and recycling construction and demolition materials. They will be in our Permit lobby, at appropriate community events, such as the County Fair and upon request. 2. In addition to the above activity, a link from our website will continue to promote the Metro Find a Recycler webpage and Metro Recycling Hotline as ways to find locations to donate for reuse or recycle materials from construction and demolition projects. 	O

Toxicity Reduction

Waste Prevention Activities	Status
<p>Goal: Residents, businesses and organizations engage in actions that result in using less toxics.</p>	
<ol style="list-style-type: none"> 1. Many existing publications that encourage using less toxics at home such as the ever-popular “Green Cleaners”, “Natural Gardening”, “Hazardless Home Handbook” and the “Healthy and Safe” booklet will continue to be provided at community events such as wellness fairs, at presentations, upon request and from links on our website. Alternatives to toxics and Green Cleaners will be featured in an at least one issue of our Trash Talk pages. 2. Continue to provide a Green Cleaner display to use at community events such as wellness fairs, farmers markets and the Master Gardener Spring Garden Fair. If feasible, continue to have participants make a green cleaner sample such as soft scrub in a reusable container to take home. 3. Actively participate in the annual Clackamas County Employee Wellness Fair using the publications and displays and cleaner sample described in #1-3 above. (400+ contacts) 4. For businesses and organizations, see the Recycle at Work section. 	O
Recycling Activities	Status
<p>Goal: Residents, businesses and organizations engage in actions that result in more recycling, if available, and a better understanding of which materials are recyclable and where to recycle them. If not recyclable, have an understanding of safe disposal options.</p>	
<ol style="list-style-type: none"> 5. Continue to promote Metro Hazardous Waste Facilities as the safe method for disposing of household hazardous waste. There will be at least two articles or ads in our Trash Talk pages which will be provided to cities for their newsletters and as a link on our website. The Metro Healthy and Safe booklet with the Toxic Trash flyer inserted will be available at community events such as the County Fair, Farmer Markets and wellness fairs and upon request. 6. Continue to encourage safe disposal of unwanted medication and sharps by including an article or ad in at least one issue of Trash Talk, providing Clackamas River Water Providers “How to properly dispose of unwanted medication” and the Metro “Safe disposal of medical syringes” brochures at community events, as links on our website and upon request. 7. Feature the Oregon E-Cycles program for recycling computers, TVs and monitors and in the November issue of the Trash Talk pages to highlight that printers, keyboards and mice are being added in January 2015. It will be available on our website, provided to cities for their newsletters and in a flyer for community events. Non-Oregon E-Cycles program electronics will be added to our Recycling Depot flyer and on our website will be linked to the Metro Find a Recycler site. 8. Continue to promote successful product-stewardship recycling programs such as paint recycling through PaintCare and rechargeable battery and cell phone recycling through Call2Recycle, Inc. These recycling programs are currently featured on our Recycling Depot flyer, see 	O/R

<p>Recycling #35, and will be featured in at least one issue of our Trash Talk pages and provided to cities for their newsletters.</p> <p>9. Add locations in Clackamas County that accept fluorescent light bulbs for recycling to Recycling Depots flyer, see Recycling #35. Will be included in at least one Trash Talk article or ad and available to cities for their newsletters.</p>	

Other	
Required Elements <i>(may be addressed here or in narrative portion of the plan)</i>	Status
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table. Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are all in compliance with the Regional Service Standard.	O
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Clackamas County will continue to monitor recovery levels throughout Clackamas County. We will continue to respond with increased outreach, education and troubleshooting should there be areas falling behind.	O
3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i> Clackamas County staff actively participates in several regional work groups including the Solid Waste Directors, Business Recycling Workgroup and Local Government Recycling Workgroups, County staff also participates in other regional/state initiatives such as Disaster Debris, Organics, ReTrac and in the DEQ 2050 Vision Workgroup.	O
Waste Prevention Activities	Status
4. Continue to co-fund 1 FTE Waste Reduction Education Coordinator with the Clackamas County Refuse and Recycling Association. The Coordinator will continue to provide waste prevention education and assistance to the estimated 150 schools in Clackamas County, focusing on assisting schools to achieve the requirements of the <i>Oregon Green Schools</i> program. Where commercial food scrap collection is available, the coordinator will continue to provide education and assistance with food scrap collection set up and maintenance. <i>Also applies to Recycling Activity section.</i>	O
5. Continue to place small ads, usually 1/6 to 1/3 page, in an estimated eight Chamber of Commerce Directories focusing on the chambers that mail directories to residents and businesses. This is a cost-effective way to provide our contact information and a brief description of the resources we provide. Continuing these ads also helps maintain our long-standing relationships with the local chambers. <i>Also applies to the Recycling Activities section.</i>	O
6. Continue to expand our use of social media to better use Facebook, Twitter and You Tube to promote waste prevention messages. Currently press releases issued by the Community Relations Specialist for the Department of Transportation and Development including those from our staff are automatically posted to the County's Facebook and Twitter sites. <i>Also applies to the Recycling Activities section.</i>	O/R
7. We will evaluate our printed and online materials and prioritize them for language translation. This will likely include links to the Metro website language hub pages. (This activity aligns with other efforts in the	O/R

Department of Transportation and Development to meet Title VI requirements for accessibility.) <i>Also applies to the Recycling Activities section.</i>	
Recycling Activities	Status
Goal: Residents engage in actions that result in more recycling.	
8. Public event recycling, using ClearStream recycling containers for collecting cans and plastic bottles, will continue to be supported with ClearStreams loaned to community events through September 2014. Research and an evaluation are underway to determine how we may best continue to support event recycling in a more cost-effective manner.	R

Regional Service Standard: Level and Frequency of Service

X Check here if there have been **NO CHANGES** from FY 2013-14 to any elements in your jurisdiction (and in jurisdictions that are members of your cooperative).

If there have been changes to any elements, please note them in the table below.

Key:

W = Weekly collection

EOW = Every-other-week collection

M = Monthly collection

N = no collection offered

N/A=not applicable (e.g., no rural areas)

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size	
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural
Beaverton										
Uninc. Clackamas										
Barlow										
Canby										
Damascus										
Estacada										
Gladstone										
Happy Valley										
Johnson City										
Lake Oswego										
Milwaukie										
Molalla										
Oregon City										
Rivergrove										
Sandy										
West Linn										
Wilsonville										
Fairview										
Gresham										
Wood Village										
Uninc. Multnomah										
Portland										
Maywood Park										
Troutdale										
Uninc. Washington										
Banks										
Cornelius										
Durham										
Forest Grove										
Gaston										
Hillsboro										
King City										
North Plains										
Sherwood										
Tigard										
Tualatin										

**Metro and Local Government
Annual Waste Reduction Work Plan**

FY 2013-14 End-of-Year Report for Annual Program Tasks

July 31 2014

The report is due to Metro by August 1, 2014.

Instructions: Please list all tasks from your jurisdiction's approved FY 2013-14 plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

Status Key:

- C = Complete (task has been completed as planned)
- O= Ongoing (task continues into next Plan Year)
- R = Revised (explain program, policy or implementation adjustments made)
- I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)
- N = New (new program added that was not in your FY 2013-14 plan)

Recycle at Work

Recycle at Work Outreach Strategy	
Target audience, goals, and outreach strategy	Status and Implementation Notes
Government Facilities (required)	
Goals: Goals: Clackamas County, our cities and local school districts will continue to be strong leaders and noteworthy examples when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.	
Outreach Strategy: Clackamas County Continue educating employees about the recycling program through staff presentations, emails, intranet promotion and static displays.	<p>Ongoing - Provided presentations upon request to departments and assisted employees with recycling questions. The Finance Department, Community Corrections – McBrod, Facilities and the Milwaukie Center were among the departments or locations assisted.</p> <p>Ongoing - All County locations received new interior Recycling and Garbage signs with photos and explanations. The Recycling Guide included a section on Reuse and Surplus Property. The Garbage sign included</p>

- Continue to work with Facilities Management to maximize waste reduction opportunities in county operations.

Sustainability staff will continue to facilitate the Employee Sustainability Trainings. New county employees are required to attend this training.

Continue to lead the Sustainability Team (S-Team), Clackamas County's green team, which is intended to have representation from each department.

Provide Paper Reduction Assessments for interested departments and help them implement follow-up recommendations.

Schools and other local governments

Conduct outreach to schools and district offices to ensure they are in compliance with the Business Recycling Requirement.

specific paper products, plastic items and glass items that go in the garbage. Built-in recycling stations in the Public Services Building and the Development Service Building were provided with new signs to replace worn or missing signs as needed. Battery and toner cartridge recycling signs throughout the County offices were refreshed as needed.

New - Staff worked with Facilities and Total Reclaim to contract out recycling services of batteries, fluorescent tubes and electronic waste to help streamline recycling efforts and increase diversion in all county buildings.

New - Clackamas County

Efforts have been made to assist our Department of Transportation and Fleet Services to become Eco-Biz certified. Initial walk through and list of recommendations from Eco-Biz have been addressed but additional technical assistance is needed in 2014-15 for certification.

Incomplete – Sustainability trainings and S-Team meetings have been on hiatus until staffing levels can accommodate the time needed.

Schools and other local governments

Ongoing - Our schools coordinator completed 50 on-site recycling consultation visits, 44 classroom presentations, delivered 40 recycling resources and conducted 16 waste sorts. ClearStreams are supplied in schools for container collection.

Our schools coordinator is the Chair of

<p>Continue to offer assistance to city partners.</p> <p>Continue to work with state and federal offices upon request.</p>	<p>Oregon Green Schools and provides leadership throughout the state. Clackamas County currently has the most certified green schools in the state.</p> <p>New - Staff coordinated with the City of Wilsonville to discuss additional partnerships in reaching out to businesses by utilizing the city newsletter and educating city staff who are directly working with business so referrals can be made. This partnership is still in development and direct outreach is scheduled for the Fall. Further co-branding discussions need to be scheduled to finalize the outreach strategy.</p> <p>Ongoing - Efforts were made to help Coffee Creek Correctional Facility expand their composting program and reduce food waste by changing the delivery service model to inmates.</p>
<p>New and Medium-Sized Businesses (required)</p>	
<p>Goals: Establish and/or grow our working relationships with new and medium size businesses.</p>	
<p>Outreach Strategy: Participate in regional, Metro-convened planning meetings for the annual outreach campaign.</p> <p>Participate in regional, Metro-convened planning meetings focused on coordinated outreach efforts to multi-jurisdictional businesses.</p> <p>Recruit businesses through our local chambers of commerce. Identify new businesses by partnering with our local city departments tasked with licensing.</p> <p>See "Moving More Businesses to</p>	<p>Ongoing - Staff participated in the annual outreach project and supported BRWG's planning efforts.</p> <p>New - Staff participated or led efforts in working with multijurisdictional businesses; Wal-Mart, Albertsons, Fred Meyer. From this work, an additional business partnership has been strengthened with the Oregon Food Bank to co-brand our services. A process to promote a "one stop shop" for composting and food donation assistance is still being discussed.</p> <p>New - Staff helped develop new multijurisdictional protocols and helped train Specialists during a Roundtable.</p> <p>Ongoing - The County hosted a Chamber event for Lake Oswego and Oregon City. Over 50 businesses participated in each event.</p> <p>New / Complete - Staff partnered with North Clackamas Chamber to host a forum that</p>

<p>In-Depth Status”</p>	<p>focused on how business can profit from sustainability. Over 60 businesses attended the event.</p> <p>Ongoing - Numerous e-blasts in Chamber newsletters were used to promote RAW and our Fluorescent Tube Recycling Pilot Program.</p> <p>Ongoing - Staff continued outreach in Milwaukie, Lake Oswego, Canby and Wilsonville to new businesses that were provided by city business license lists.</p>
<p>Moving More Businesses to In-Depth Status (required)</p>	
<p>Goals: Engage businesses in In-Depth assistance using targeted program offers.</p>	
<p>Outreach Strategy: Clackamas County’s Office of Sustainability, in partnership with Metro South Transfer Station, will implement a pilot voucher program to collect fluorescent bulbs from small and medium size business in Oregon City and West Linn. Recycle at Work Specialists will promote the Commercial Waste Lamp Collection Pilot using giveaways and education as a way to incentivize business to become an in-depth business, fill out the CEG application and drive the bulbs to Metro South. The primary goal of the Commercial Waste Lamp Collection Pilot is to increase recovery of fluorescent bulbs from businesses including schools and multifamily communities.</p> <p>We will use BRAG, our recognition program, to engage business in a in-depth service offer. Staff will continue to work with PGA, Economic Development and city staff to identify new, exciting ways to promote qualifying business. The BRAG application has already been tailored to match RAW’s 14 key practices.</p>	<p>New - The pilot voucher program resulted in providing 29 in-depth evaluations and delivering 56 - 4 foot and 37 - 8 foot fluorescent tubes boxes. To date, out of the 84 participating businesses, 2 have taken their material to Metro South. The deadline is December 31st, 2014 so data is still being collected for a final report. RAW will be tracking movement to change as businesses take their tubes to Metro. See attached mid-project report.</p> <p>Revised - Efforts to certify additional businesses using BRAG as our lead to provide in-depth assistance resulted in 7 new certified businesses. A new leave behind was created and additional efforts with earned media resulted in numerous press releases and articles in multiple news papers showcasing certified businesses. A full page ad showcasing all BRAG members was placed in a Citizen News edition.</p>

The City of Sandy recently passed Business Recycling Requirements. After July 1 we will replicate the notification process we followed for other areas of the county. The only difference is along with the notice we will include an offer for an in-depth "Waste Review" using the promotional materials from YR 22's outreach campaign.

Building on the momentum from YR 23's Resourceful Use workshop hosted in Clackamas County, we will continue to promote waste exchanges with industrial customers. Staff will use the program as a tool for scheduling in-depth evaluations with this sector.

Through our partnership with the North Clackamas Social Needs Roundtable, including the North Clackamas School District, we will help support and build the food donation infrastructure in that area of the county. As part of this effort, we will facilitate relationships between food generating businesses and local food pantries aligning with #7 of Recycle at Work's 14 key practices.

New - A new recognition program to replace BRAG was a focus under program administration time spent the second half of the fiscal year. Staff has been developing new criteria, check lists for certification, branding (messaging and logo design) and researching award options. A focus group was conducted to help guide decisions on how the program will meet the needs of the business community. This new recognition program will be an improved tool for RAW staff to get more in-depth evaluations completed. The program will support additional movement to change efforts by working with businesses to meet certification criteria which includes elements of the 14 key practices. Launch date is projected for this winter.

New / Complete - Outreach was conducted in the City of Sandy to educate businesses on the recent code adoption (BRR) and provided technical assistance. Additional services were offered to encourage businesses to consider an in-depth evaluation and become BRAG certified. See attached Sandy BRR report.

Ongoing - Due to staff limitations, our department did not host a ResourceFull Use workshop but did promote the Washington County workshop to Clackamas businesses. Our program continues to support the program and refer businesses to the new website.

See *Target Business Sectors, Institutions or Materials* section regarding North Clackamas Social Needs Roundtable.

<p>Target Businesses that are Underserved or Underrepresented</p>	
<p>Goals:</p> <p>Outreach Strategy: Monitor the results of Metro's Demographics Project and engage in regional conversations linked to the outcomes and findings.</p>	<p>New - Staff has engaged discussions with the Department Director on how RAW can help the County meet its Title VI goals.</p> <p>Ongoing - Monitored the results of Metro's Demographics project.</p> <p>New - Staff has consolidated translation services information so Specialists have it available for use.</p> <p>Ongoing - Continue to hand out recycling materials in Spanish when appropriate.</p>
<p>Target Business Sectors, Institutions or Materials (such as organics)</p>	
<p>Goals: In areas where commercial compost service is available, continue to encourage food generators to participate in the We Compost program. Maintain existing relationships with our current customers to ensure the material leaving their business is clean and marketable.</p>	
<p>Outreach Strategy: Continue to recruit We Compost participants in Lake Oswego, West Linn and Canby.</p> <p>Follow-up with current participants to ensure their material is clean and marketable.</p> <p>County staff will continue to develop educational tools and resources to help educate food generators about the program.</p> <p>New customers will be offered slim jims and brute containers to assist with internal collection along with signage and educational materials. Staff will continue to participate in regional conversations about</p>	<p>Ongoing - See compost update below and attached report.</p> <p>New - County staff helped facilitate a forum with North Clackamas Social Needs Roundtable to discuss additional tools and resources needed to assist with communication between food pantries and increase food donations. Deliverables of this project was a food pantry map showing who accepts food, short bios of each pantry explaining what they accept and delivery capabilities. The project also discovered numerous food pantries that were not listed on Metro's Fork It Over website and was able to help CES update the data.</p> <p>New - We have been working with a franchised hauler to accept bagged film in two</p>

compostable service ware. Until there is regional consensus, The Clackamas County We Compost Program will not include an approved list of products with our educational packet.

cities to help business recycle additional materials that are not accepted in the regular commercial mix. The effort has resulted in numerous large generators of plastic film now recycling it after years of being told they had to throw it away. We expect this to grow if the market supports the collection of film plastic.

Compost Update

Outreach Strategy:

Continue to recruit We Compost participants in Lake Oswego, West Linn and Canby.

- **New** - Strategically planned potential organics program and route in N. Clackamas. Formulated map of potential generators and service level estimates.
- Identified ~300 potential participants with ~100 tons of potential food waste diversion through an organics program.

Canby:

- **New** - Retrained according to new Metro standards for acceptable material. Performed contamination checks, internal container replacement.
- Revisited potential food generators to advertise program.
- Attended Chamber AM.

West Linn:

- Primarily worked with large property management companies.
- Assisted multi-tenant property to clean up enclosure and resolve grease container accumulation. Conducted BRR trainings and gauged compost interest.
- Re-visited potential food generators to advertise program.

Lake Oswego

- **New** - Conducted Food Waste Prevention Seminar in partnership with City Sustainability Coordinator and Garbage Collector.
- Produced DVD of Seminar aired on County Cable TV.
- Canvassed all food generating businesses from Health Inspector list.

Follow-up with current participants to ensure their material is clean and marketable.

- Followed organics truck route from Clackamas County to Pacific Region Compost. Interviewed driver for anecdotes on contamination. Documented end of process items that do not break down in compost process.
- Performed monthly contamination checks. Worked with businesses to reduce incorrect sorting through re-education trainings and green team meetings.
- Prepared Multi-Jurisdictional promotional report for large restaurant chain.
- Conducted three green team presentations, and seven re-education trainings.

County staff will continue to develop educational tools and resources to help educate food generators about the program.

- **New** - Multi-lingual posters created & resources order form.
- Press releases and Chamber Newsletters written.
- Replenished container and dolly stock. Purchased durable recycling containers to pilot with potential composters who are not fulfilling BRR prior to participation.

Outreach Results

Recruitment:

- Roughly 250 businesses were visited introducing the We Compost program.
- 6 New participants
(13 signed/prepared to begin, but the property manager vetoed permission to compost)

Equipment purchased with Metro grant funds distributed.:

Slim Jim	24
Brute	8
7 gal	1
Bin Buddy	16
Wheels	16
Lid	12

Successes and Challenges

There were a number of staffing challenges that had a direct effect on our efforts to conduct outreach to additional businesses than last year. A Union bumping issue took significant staff time from RAW. In addition, a full time Sustainability Analyst position was not filled after being vacated in September 2013. Half of that position was designated to Recycle at Work. In October 2013 a temporary Specialist retired. Her replacement was hired in January 2014.

A successful regional project with Wal-Mart has been developed which has enhanced our partnership with the Oregon Food Bank (OFB). The project started with our staff conducting site visits with the OFB to discuss composting and food donation during new store openings in Clackamas County. Due to the success of the project, the OFB has taken the lead to facilitate a multijurisdictional project with RAW to enhance our services to Wal-Mart and showcase how our partnership can benefit businesses. This project is on-going but has a lot of potential for a case study once all the pieces are put together with Wal-Mart Corporate. The additional success out of this project is the OFB wants to become a "business partner" with RAW and use it as a marketing tool.

RAW staff worked with a property manager in Lake Oswego to conduct a recycling/compost audit of all tenant offices, educate employees and down size compost containers to reduce the size of compostable bags. This project allowed the property manager to reduce their costs on compostable bags and help increase the value of feedstock due to reductions in the size of the bag. Successful assistance also developed into RAW being invited to host a brownbag lunch sustainability training to all businesses in the business park. The training generated additional leads and visibility to RAW.

Supply Source contacted RAW asking for assistance with materials no longer needed in their distribution warehouse. Staff assisted the business by finding reuse outlets for 250 laptop bags, 500 laptop locks, 20 cases of latex gloves, a pallet of shrink wrap rolls and photo print paper.

Our department has partnered with Exceed Enterprise, which is a non-profit organization that supports individuals with disabilities in job training and assistance by providing left over road sign

reflective material from our sign shop. The scrap material will be cut into strips to be sold as bike reflectors and the proceeds will support the organization's mission. The project helps the county reduce waste of valuable material and puts it into another use while supporting a local organization in Milwaukie.

RAW facilitated a focus group with eight Clackamas businesses to introduce our new diversified recognition program which will include elements of materials management, energy and water conservation, transportation and community engagement. The new recognition program is designed to increase our ability to provide in-depth technical assistance in addition to providing new services to help businesses meet their sustainability goals. The focus group was very successful due to the dialogue the businesses had with our staff and each other. The focus group results will help guide our development of the new recognition program that will replace BRAG.

Staff worked with 4 retirement communities this year due to this sector's increasing interest in sustainability. We helped Rose Villa source durable to-go containers for residents that order food to their room which resulted in the elimination of disposable take out containers. We also helped Willamette View log the amount of food waste they generate to help showcase the need for compost service. The result was the business asking for composting service. The unfortunate challenge is the hauler is not offering the service at this time but county staff is moving forward working with the hauler to create a route so three retirement facilities can participate. Numerous presentations were provided to residents supporting management's efforts. Staff also conducted a waste audit at Mary's Woods resulting in an in-depth evaluation.

A site visit at Purity Laboratory resulted in helping a business set up recycling, add glass recycling for their bottles, collect film and educate staff which resulted in a 50% reduction in waste.

Staff connected Albertsons Distribution Center with the Clackamas Service Center (food pantry) to donate used refrigerators instead of disposing of them at the warehouse.

Administrative Information—Expenditures and Staffing

Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

\$271,027	Value (Salaries & Benefits Allocated to RAW)	
\$112,208	Metro Funds	42%
\$158,819	County Funded	58%

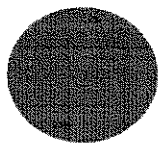
Program Staff	Title	RAW FTE	Months	Value (FTE x Fraction of Year x Annual Salary & Benefits)	Funding Source
Eben Polk	Supervisor	0.10 (new role 10/12/13)	8.5	\$9,458	County
Rick Winterhalter	Project Manager	0.05	12	\$6,913	County
Sherri Dow	Sustainability Analyst	0.10	12	\$12,734	County
Susan Terry	Sustainability Analyst	0.35	12	\$44,203	County
Rosalynn Greene	Sustainability Analyst	0.6 (Left 9/9/13)	2	\$12,765	County
Shannon Martin	Sustainability Analyst	0.90	12	\$114,359	RAW/ County
Ginny Haines	Part Time Exempt	0.48 (Retired 11/16/13)	4.5	\$11,224	Recycle At Work
Julane Potter	Part Time Exempt	0.48	12	\$29,930	Recycle At Work
Kelly Stewart	Part Time Exempt	0.48 (Hired 1/6/14)	6	\$14,965	Recycle At Work
Laurel Bates	Part Time Exempt	0.25	12	\$14,476	County
		Total Adjusted FTE: 2.72 (FTE x Fraction of Year, Summed)		\$271,027	
Metro Distribution at \$62,000/FTE		1.81		\$112,208	
Additional Costs Associated with RAW Labor				\$152,716	
Fleet (est.)				\$4,000	
Mileage				\$427	
Total RAW Expense				\$428,170	

Activity Measures

Numbers of Businesses Assisted

Provide the number and percentage of in-depth and light-touch businesses assisted in the current program year (July 1 through June 30).

	Count	Percentage
In-depth Businesses	53 businesses	7 %
Light-touch Businesses	682 businesses	93 %
Total	735 businesses	100 %



Note: when comparing number of in-depth businesses assisted, differences in jurisdictions such as staffing levels, average business size, industry sectors, geographic distribution, employee and manager receptiveness to changing practices, and other factors should be considered.

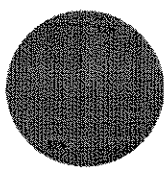
Provide the numbers of in-depth businesses assisted in each of the size and sector categories for the current program year (July 1 through June 30).

	In a priority sector	Not in a priority sector
Fewer than 20 employees	0 businesses	31 businesses
20 to 99 employees	1 business	16 businesses
100 to 250 employees	0 businesses	3 businesses
More than 250 employees	0 businesses	1 business

Time Spent Assisting Businesses

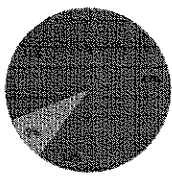
Provide the percentage of time spent assisting in-depth businesses compared to the time spent assisting light-touch businesses in the current program year (July 1 through June 30). This includes only time logged to business accounts, not task accounts.

	Hours	Percentage
In-depth Businesses	87 hours	11 %
Light-touch Businesses	681 hours	89 %
Total	768 hours	100 %



Provide the percentage of time spent on each of the four major task types in the current program year (July 1 through June 30).

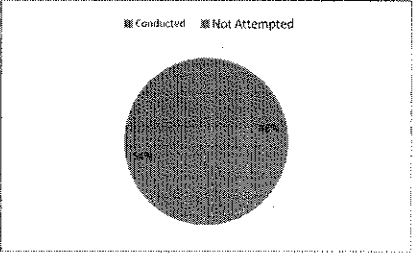
	Hours	Percentage
On-site Assistance	482 hours	47.26 %
Off-site Assistance	132 hours	12.94 %
Outreach and Marketing	89 hours	8.7 %
Program Administration	317 hours	31.11 %
Total	1020 hours	100 %



Initial Follow-up Evaluation Status of In-Depth Businesses

Provide the share of in-depth businesses assisted in each of the following categories:

Businesses that became in-depth more than 6 months ago and	Count	Percentage
Received a follow-up evaluation conducted by a RAW specialist	28 businesses	46 %
Refused <u>attempts</u> to conduct a follow-up evaluation	0 businesses	0 %
Did not received a follow-up evaluation or attempts by RAW specialists	33 businesses	54 %
Total number that became in-depth more than 6 months ago	61 businesses	100%



The pie chart displays the distribution of follow-up evaluation status for 61 businesses. The 'Conducted' category (46%) is represented by a dark grey slice. The 'Not Attempted' category (54%) is represented by a light grey slice. The 'Not Attempted' category is further divided into two sub-categories, each representing 27% of the total, as indicated by the '0%' label in the legend.

Number of resources delivered (by type)

Provide the number of resources delivered by type during the current program year (July 1 through June 30).

Resource Name: 14-gallon classroom bin (1 record)	15
Resource Name: 4 ft lamp box (50 records)	56
Resource Name: 8 ft lamp box (34 records)	37
Resource Name: 9-gallon classroom bin (8 records)	110
Resource Name: Brute (7 records)	28
Resource Name: Central Collection Container (195 records)	860
Resource Name: Clearstream Bags (31 records)	2,270
Resource Name: Clearstreams (29 records)	155
Resource Name: Deskside (179 records)	1,270
Resource Name: Informational Brochure/Handout (78 records)	167
Resource Name: Lid (3 records)	10

Resource Name: Other Container (34 records)	205
Resource Name: Paper assessment form (1 record)	1
Resource Name: Paper guide (1 record)	1
Resource Name: Recycle content product samples (2 records)	2
Resource Name: Reusable Bag (1 record)	100
Resource Name: Signage (227 records)	552
Resource Name: Slim Jim (15 records)	47
Resource Name: Sticker/Decal/Magnet (30 records)	244
Resource Name: Video (1 record)	1
Grand Totals (927 records)	6,131

Compliance Actions Taken

Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).

There were no compliance actions taken.

Outcome Measures

Current Outcome Calculation Period (*Business count = the denominator in each calculation)

	Movement-to-Change			Implementation		
	Busine ss Count*	Target Rate	Actual Rate	Busine ss Count*	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.	3	60%	33%	55	70%	67%
Business uses centralized printers.	1	40%	100%	44	40%	59%
Business uses electronic solutions to prevent accidental printing.	0	-%	-%	55	70%	47%
Business uses electronic solutions to reduce paper use.	1	40%	-%	57	40%	47%
Food-service business donates edible food.	1	60%	100%	19	70%	26%
Recycling						
Business recycles paper and containers.	8	90%	50 %	58	90%	84%
Business composts food scraps and landscaping trimmings.	1	60%	-%	19	70%	26%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.	3	60%	100%	56	70%	21%
Business (or its janitorial service) uses third-party certified green cleaners.	3	40%	67%	57	40%	16%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.	2	40%	50%	54	40%	4%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.	2	40%	100%	53	40%	13%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.	1	60%	100%	54	90%	84%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.	2	60%	40%	55	90%	78%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.	25	60%	40%	57	70%	53%

Program-to-Date (* Business count = the denominator in each calculation)

	Movement-to-Change			Implementation		
	Busine ss Count	Target Rate	Actual Rate	Busine ss Count	Target Rate	Actual Rate
Waste Prevention						
Business uses paper on both sides.	3	60%	33%	55	70%	67%
Business uses centralized printers.	1	40%	100%	44	40%	59%
Business uses electronic solutions to prevent accidental printing.	0	-%	-%	55	70%	47%
Business uses electronic solutions to reduce paper use.	1	40%	-%	57	40%	47%
Food-service business donates edible food.	1	60%	100%	19	70%	26%
Recycling						
Business recycles paper and containers.	8	90%	50 %	58	90%	84%
Business composts food scraps and landscaping trimmings.	1	60%	-%	19	70%	26%
Green Purchasing						
Business's copier/printer paper contains at least 30% post-consumer recycled content.	3	60%	100%	56	70%	21%
Business (or its janitorial service) uses third-party certified green cleaners.	3	40%	67%	57	40%	16%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.	2	40%	50%	54	40%	4%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.	2	40%	100%	53	40%	13%
Disposal of Toxics						
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.	1	60%	100%	54	90%	84%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.	2	60%	40%	55	90%	78%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.	25	60%	40%	57	70%	53%

Maintenance & Expansion of Existing Programs

Single Family Residential (Include home composting programs)		
Waste Prevention Activities	Status	Implementation Notes
Catalog Choice – Continue to encourage residents to use this tool as a way to reduce unwanted mail, phone books and catalogs. Outreach will be accomplished in a variety of ways including newsletters, at community events and online.	C	Catalog Choice postcards were distributed at libraries, senior centers and at community events, including at a featured section on Catalog Choice in our booth at the six-day Clackamas County Fair in August 2013. Catalog Choice information was also available as a link from our website and upon request. The Catalog Choice link was removed at the end of January 2014 when the partnership with Catalog Choice ended. However, we continue to promote reducing junk mail with an updated link on our website, providing the “Say No to Junk Mail” brochures at community events and upon request.
Home Composting – Continue to encourage resident to compost at home. Focus on how easy it is to compost food scraps and yard debris. Outreach will be accomplished with a variety of methods including displays and demonstrations at community events.	O	Clackamas County continues to support backyard composting of yard debris and fruit and vegetable scraps. An article “Everyone can benefit by composting at home” was featured in the Trash Talk pages of the Summer 2014 issue of Citizen News which was sent to nearly all mailing addresses in the County in May 2014 (an estimated 175,000 copies). It included a suggestion to download plans to make a compost bin from wood or a worm bin from a plastic storage box. Composting information is available at community events, as a link from our website and upon request.
Food – Provide residents with EPA’s Food Too Good to Waste tools such as the <i>fruit and vegetable food storage guide</i> and the <i>shopping with meals in mind</i> list to help reduce wasted food. Outreach will be accomplished in a variety of ways including newsletters, personal contact at community events and through our website.	O	The Fruit and Vegetable Storage Guide along with the Shopping with Meals in Mind Shopping List and accompanying display was a featured section at the our booth at the six-day Clackamas County Fair in August 2013. A new regional fruit and vegetable storage guide has been available at community events since June 2014 including at the Milwaukie Farmers Market Master Recycler booth. An article on storing fruits and vegetables and also promoting Oregon State Extension food preservation resources was featured in the Trash Talk pages of the Summer 2014 issue of Citizen News which was sent to

		nearly all mailing addresses in the County in May 2014 (an estimated 175,000).
Alternatives to Disposables – Continue to encourage residents, businesses, and agencies planning events to use durables and to select products with the least packaging or recyclable packaging. These activities are routinely suggested to people who want to take further action when they find out a material is not recyclable, such as callers with recycling questions. This message is a regular feature in our newsletters and online.	O/I	We continue to encourage using durables instead of disposable products usually on the phone and in person conversations at community events when residents expressed concern about what to do with plastic packaging that is not recyclable curbside. We had planned to make this a regular feature in our Trash Talk pages; however, due to the limited number of Trash Talk pages in the Clackamas County Citizen News newsletter this fiscal year it was not included.
Regional Master Recycler Program – Continue to provide support including hosting one course per fiscal year, providing staff presentations at course sessions and contributing \$5,000. Continue to provide Master Recycler volunteers with materials for tabling at community events and assisting them with their projects in the County. <i>This also applies to Recycling Activity section.</i>	O	Clackamas County continued to support the regional Master Recycler program by providing \$5,000 in funding support during FY13/14. We hosted Spring 2014 Master Recycler course which included staff presentations on curbside recycling, recycling at multifamily communities, Recycle at Work and participation on the Waste Reduction panel. We assisted Master Recycler volunteers with events in Clackamas County by providing displays and publications as requested. See the attached Master Recycler Annual Report for FY13/14.
Reuse – Continue to encourage residents to donate useable furniture, clothing and other household items in good condition to appropriate reuse stores or programs. Promote reuse businesses, Habitat ReStores, the ReBuilding Center, thrift stores, Free Geek, etc. as viable alternatives to purchasing new materials.	O	Clackamas County continues to promote donating usable furniture, clothing and household items in good condition to thrift stores or organizations such as Community Warehouse, Free Geek and SCRAP. We have a Reuse flyer which includes the above information and lists many of the thrift store locations in the County. It also encourages purchasing materials at reuse stores. It is available at community events and upon request. We also had this information at our six-day recycling information booth at the Clackamas County Fair in August 2013.
Recycling Activities	Status	Implementation Notes
Required: Curbside recycling outreach activity for an existing program: Create a billing insert focusing on placing only the correct materials in the cart for recycling, how to prepare them and why this activity is critical to maximizing material recovery. Partner with selected garbage companies to include this insert in their billing. Further, we will actively participate in any	R	As an alternative to a billing insert, a Recycle at Home and Work section was included on the back of an estimated 27,000 Fee Increase Notices that were mailed to residential and commercial customers in unincorporated Clackamas County and the cities of Barlow and Happy Valley in July 2013. This section included what materials to recycle, how to get a full

<p>regional efforts or campaigns to reduce contaminants in curbside recycling.</p>		<p>page version of the Recycling Guide and a Recycle at Work section which included an invitation to schedule a free waste review. Although there was no regional campaign focused on reducing contamination during this fiscal year, Clackamas County staff takes every opportunity to educate on what to include in recycling, see below.</p>
<p>Curbside recycling – Continue to encourage residents to recycle the correct materials and not include materials on the NO list. Photos and clear explanations of why materials are accepted or not and the benefits of recycling will be included. This outreach will be accomplished in a variety of ways including with flyers, in newsletters, at community events and online.</p>	<p>O</p>	<p>We continue to provide our Recycling Guide which has explanations and photos of what can be recycled and what not to include. The Guide is available on our website, at community events, in our newsletter and upon request. For most of the year it also included a section on Catalog Choice. At community events along with the Recycling Guide, the Recycling Yes and No boards for Paper and for Plastics with the actual materials on them is often used. We have a set of each type of board for indoor and for outdoor use. One issue of our Trash Talk pages had an article about the Recycling Guide and in the Winter and Summer 2014 issues (mailed in February and May 2014), a full list what to recycle was included along with information on why to recycle. Trash Talk pages are now sent as part of the Clackamas County Citizen News which is sent quarterly to nearly all mailing addresses in the County (an estimated 175,000 each issue). Trash Talk pages were included in three issues in FY 13/14, one was mailed in November 2013 (four Trash Talk pages) one in February 2014 (two Trash Talk pages) and one in May 2014 (four Trash Talk pages).</p>
<p>Plastics recycling – Continue to provide explanations to residents about why the recyclability is not necessarily related to the numbers on these items. This outreach will be accomplished in a variety of ways including on flyers, in newsletters, at community events and online.</p>	<p>O</p>	<p>Educating residents about which plastics to include in curbside recycling continues to be a challenge as many residents continue to believe that the numbers on plastic items mean that they are recyclable. In our Recycling Guide flyer which available at community events such as the County Fair, upon request and online we clearly indicate which plastics are included in the recycling program and what not to include and why. In our Trash Talk pages included in the Winter 2014 Clackamas County Citizen News, the section on recycling guidelines for work and home included information about plastics recycling, the numbers on plastics and what they mean. It was sent to</p>

		nearly all the mailing addresses in the County in November 2013 (an estimated 175,000).
Recycling at drop-off depots – Continue to encourage residents to redeem deposit containers, recycle non-curb-side materials and promote these locations to residents who have chosen not to have service at home. This outreach will be accomplished in a variety of ways including in newsletters, at community events and online.	O	We continue to promote recycling at drop-off depots for primarily non-curb-side items such as plastic bags, non-curb-side rigid plastics such as clamshells and bulky items and expanded polystyrene blocks. We also promote recycling depots as locations to recycle all curb-side materials for residents that choose not to have garbage and recycling service at home. We published the Recycling Depots in Clackamas County, the Yard Debris and Wood Recycling locations and the Call2Recycle information in our Trash Talk pages of the Summer 2014 issue of Clackamas County Citizen News. It was sent to nearly all mailing addresses in the County in May 2014 (an estimated 175,000). Recycling Depot information is also available as a link on our website, upon request and in a flyer available at community events.
Recycling of deposit containers – Continue promoting beverage container redemption which may include supporting ad campaigns developed by the OBRC by utilizing their collateral materials in traditional outreach media. Provide explanations about material quality and why this is a better choice than curb-side for these materials.	O	We continue to promote the recycling of deposit containers by returning them to grocery stores or a BottleDrop location. One of Oregon Beverage Recycling Cooperative ads “Don’t Trash It, Cash It” was in the Trash Talk pages of the Summer 2014 issue of the Clackamas County Citizen News which was sent to nearly all mailing addresses in the County in May 2014 (an estimated 175,000). A similar ad was in the Trail News, the City of Oregon City quarterly newsletter which was mailed in May 2014 to an estimated 20,000 residents in Oregon City. Staff also created a flyer that is available at community events and upon request that includes the “Don’t Trash It, Cash It” ad, an explanation of the Bottle Bill, what containers are included and why it is preferable to return deposit containers for refund rather than recycling them curb-side.

Multifamily Residential

Waste Prevention Activities	Status	Implementation Notes
<p>Promote Catalog Choice as way for residents to help stop the waste of unwanted catalogs, phone books and mail. There will be a link on our website and Catalog Choice postcards will be provided to property managers for distribution to residents. It will be promoted at presentations and events at multifamily communities as well.</p>	<p align="center">C</p>	<p>Clackamas County promoted Catalog Choice as a way to reduce the waste of unwanted mail with a link on our website. 200 Catalog Choice postcards were provided to nine multifamily communities for distribution by property managers. Catalog Choice postcards were also available at our six-day Clackamas County Fair booth, other community events and libraries and senior centers where they were available to residents who live in multifamily communities.</p>
<p>Continue to offer "Move Out" guides for tenants as it provides suggestions about where to take reusable items such as furniture and clothing.</p>	<p align="center">I</p>	<p>In FY13/14 the part time staff person dedicated to multifamily outreach was funded from July 1 - August 6, 2013.* 10 Move-Out guides were provided upon request to one community during the time she was here. However, when multifamily residents contacted us on the phone or at community events we continued to provide information about where to donate reusable items. (*The person in this position had planned to leave August 6 to accompany students in an overseas study program. We were able to use a small amount of carryover funds so she could continue MF outreach until then.)</p>
<p>Distribute tenant bags and as a condition for receiving this resource, require property managers to promote one or more waste reduction activities with their tenants. An example would be posting a board in a public area where tenants can promote materials they want to exchange, give away or sell.</p>	<p align="center">R/C</p>	<p>2941 Recycling Bags for residents with photos of what should be recycled, what not to include and information on Oregon E-Cycles were distributed to property managers for residents at 30 communities. Due to discontinued funding for dedicated Multifamily staff, the requirement for a waste reduction activity to receive the bags was amended. Property managers were required to complete an order form about recycling education practices and a proposed bag distribution plan, such as door-to-door, at a community event or pick up at the office. Phone and email follow up with property managers four months after the distribution was positive, residents liked the bags, especially the visuals. Some property managers indicated they have had an increase in recycling and less plastic bags and other contamination being put in</p>

Recycling Activities	Status	Implementation Notes
Provide personal assistance to multifamily sites upon request or referred by the franchised collection company and city partners.	O	Due to limited resources for dedicated multifamily outreach, staff completed three "knock and talks" and two presentations that reached 91 residents. The resources below were supplied to property manager for residents as well as the 2941 bags discussed in the previous section. 146 Bilingual door hangers 1229 Door hangers (English with photos) 50 Oregon E-Cycles flyers 244 Move In Guides (English) 194 Move In Guides (Spanish) 1039 Recycling Yes/No flyers
Provide recycling decals. Work with franchised collection companies to re-label containers as we work with their customers.	O	Recycling decals for labeling recycling and garbage containers were supplied to the garbage and recycling companies upon request.
Participate in regional Multifamily outreach discussions as needed through the Local Government Regional Coordinators workgroup.	O	Clackamas County actively participates in regional Multifamily discussions through the Local Government Workgroup.

Construction & Demolition		
Waste Prevention Activities	Status	Implementation Notes
Through traditional outreach methods continually promote the reuse of building materials and the locations to purchase them such as the MetroPaint Store, The Rebuilding Center and the Habitat ReStores and Boneyard.org.	O	Information on where to donate and purchase used building materials was available at our six-day Clackamas County Fair booth in August 2013, available on our website and was part of an article on Spring Cleaning in our Trash Talk pages which were included in the Summer 2014 issue of Clackamas County Citizen News. It was sent to nearly all mailing addresses in the County in May 2014 (an estimated 175,000).
Continue to participate in the C&D Local Government work group.	O	Clackamas County staff continues to actively participate in the Solid Waste Directors and Local Government workgroups which discuss regional issues and initiatives on construction and demolition waste prevention and recycling. Please note that the C & D workgroup was absorbed into the Local Government Workgroup.

Recycling Activities	Status	Implementation Notes
Continue to promote Metro's Construction and Demolition <i>Find a Recycler</i> website and <i>Salvage and Recycling Toolkit</i> in our permit lobby, online and upon request.	O	The Salvage and Recycling Toolkit continue to be available in our permit lobby. About 250 were distributed at this location in FY13/14. The Find A Recycler website is included in our publications, as a link from our website, provided on Metro magnets at community events and upon request.

Toxicity Reduction		
Waste Prevention Activities	Status	Implementation Notes
Through normal outreach methods encourage residents to use fewer toxic products in their home. Publications shared will include Green Cleaners, Natural Gardening, Native Plants, Hazardless Home Handbook, Grow Smart, Grow Safe and others with a similar message.	O	Clackamas County actively promotes using fewer toxic products at home. Our Green Cleaner display along with the Green Cleaner, Natural Gardening, Native Plants, Hazardless Home Handbook, Healthy and Safe Coupon booklet were available at community events such as the Oregon City Farmers Market Householding Fair, the Oregon City-West Linn Relay for Life and the Master Gardener Spring Garden Fair. We partnered with Metro to bring the Healthy Home display to our recycling information booth at the six-day Clackamas County Fair in August 2013. The Healthy and Safe coupon booklet was featured in the Trash Talk pages of the Summer 2014 issue of the County's newsletter, Citizen News which was sent to nearly all mailing addresses in the County in May 2014 (an estimated 175,000). The article included how to safely dispose of toxics and listed Green Cleaners and Natural Gardening as resources for safer alternatives.
Participate in the annual Clackamas County Employee Wellness Fair providing a display with information on how to use fewer toxic products at home, and a hands-on demonstration showing how to create a product, allowing the participant to leave with the sample.	O	County staff participated in the Employee Wellness Fair in April 2014. We featured our Green Cleaner display along with the publications listed above. Participants could make their own soft scrub sample to take with them in a reusable glass jelly jar. We reached an estimated 400 employees and retirees.
Recycling Activities	Status	Implementation Notes
Continue to promote Metro Hazardous Waste facilities as the only safe method of disposing hazardous materials.	O	We continue to promote the Metro Hazardous Waste facilities as the safe way to dispose of hazardous waste with links for

		our website, flyers at community events and in an article in the Trash Talk pages of the Summer 2014 issue of the County's newsletter, Citizen News. It was sent to nearly all mailing addresses in the County in May 2014 (an estimated 175,000).
Continue to publicize and promote the Oregon E-Cycles program and recycling locations for computers, TVs and monitors as well as other electronics as they are added to this program.	O	We continue to publicize the Oregon E-Cycles program for recycling TVs, computers and monitors as a link on our website, flyers at community events, and as an ad in the Trash Talk pages of the Winter 2014 issue of the Clackamas County Citizen News which was sent to nearly all the mailing addresses in the County in November 2014 (an estimated 175,000).
Continue to promote Paintcare locations as a safe and convenient way to dispose/recycle unwanted paint.	O	We continue to publicize Paintcare locations at local paint stores as safe and convenient locations to recycle unwanted paint although Metro South is still the most convenient for many residents especially if they have other hazardous materials to bring.
<i>See Recycle At Work Outreach section on the waste lamp recycling project.</i>	O	See Recycle at Work implementation notes for the results of the waste lamp recycling project.

Other		
Required Elements	Status	Implementation Notes
Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are in compliance with the Regional Service Standard.	O	Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville continue to be in compliance with the Regional Service Standard.
Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Clackamas County will continue to monitor recovery levels throughout Clackamas County. We will continue to respond with increased outreach, education and troubleshooting should there be areas falling behind.	O	Clackamas County continues to actively promote increased recycling and recovery in unincorporated Clackamas County and in all the cities in the county. Monthly Recycling Reports continued to be monitored for recycling levels. We respond with increased outreach and education if areas appear to be falling behind.
Participate in at least one regional waste reduction planning group. Clackamas County participates in several regional work groups including Solid Waste Directors, Business Recycling and the Local Government Recycling Coordinators.	O	Clackamas County staff actively participates in the Metro regional Solid Waste Directors, Business Recycling and Local Government workgroups. Staff also participated in the DEQ 2050 Vision workgroups, the Pollution Prevention Outreach Team and the Disaster Debris Management Planning Project.
Waste Prevention Activities	Status	Implementation Notes
Continue to co-fund 1 FTE Waste Reduction Education Coordinator with the Clackamas County Refuse and Recycling Association. The Coordinator provides waste reduction assistance to the estimated 150 schools in the County with a focus on the Oregon Green Schools program. Also applies to Recycling Activity section.	O	Clackamas County continues to co-fund the Waste Reduction Education Coordinator who provided waste reduction and resource conservation assistance to the estimated 150 schools in the County. During 2013-2014 school year the Coordinator: <ul style="list-style-type: none"> • Provided 44 classroom or school-wide waste reduction presentations • Delivered recycling resources to 40 schools • Provided on-site recycling consultation to 50 schools • Conducted waste audits at 16 schools • Arranged to have students from nine schools attend the Oregon Green Schools Summit. • Continued to focus on assisting schools

		to achieve certification in the Oregon Green Schools program. As of June 30, 2014, 52 schools have been certified or re-certified Oregon Green Schools in Clackamas County including six at Premier Level and 17 at Merit Level.
Actively participate in any regional efforts or campaigns focusing on waste prevention.	O	Clackamas County actively promotes any Metro regional campaign including the recent (started in June 2014) "Ask Metro" campaign which promotes Metro's services and tools for living.
Recycling Activities	Status	Implementation Notes
Public Event Recycling - ClearStreams, used for collecting cans and plastic bottles for recycling, will continue to be loaned to community events and schools through September 2013. This program will be evaluated to determine if the current customers find the program valuable and if the service delivery model should be modified.	O	ClearStreams continued be loaned during to community events through September 2013 when the event recycling coordinator retired. In August and September 2013 ClearStreams returned from summer events were loaned to 74 schools for can and plastic bottle recycling throughout the FY 13/14 school year. In April 2014 a part-time event recycling assistant was hired for the 2014 event season. A focus this season is to have the ClearStreams picked up and returned by the event organizers, instead of delivery and pick up done by County staff. In FY 13/14 ClearStreams were loaned to an estimated 60 community events. A program evaluation is continuing. In mid 2013, a survey was sent to 100 event coordinators to gauge interest in a re-structured ClearStream event recycling program going forward. 51 responses were received. Part of the event recycling assistant duties in FY14/15 will include a review of the survey results, a review of other local jurisdictions event recycling programs, resulting in recommendations of how to support event recycling more cost effectively in the future.

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

In the Matter of an Agreement
between the City of Barlow
and Clackamas County

ORDER NO. 88-11


This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised:

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore


IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

DATED this 7th day of January, 198~~8~~⁸.


BOARD OF COUNTY COMMISSIONERS



Ed Lindquist - Chairman

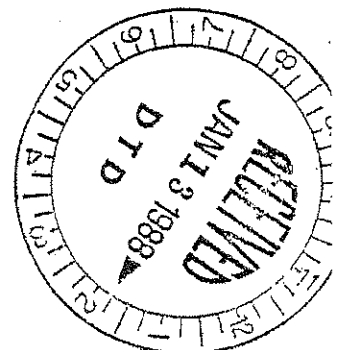


Dale Harlan - Commissioner



Darlene Hooley - Commissioner

DTD



D. Phillips



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within in all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

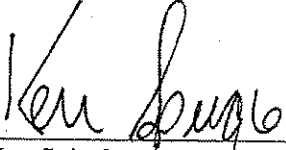
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

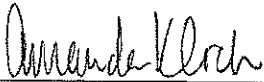
This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division

10-15-09
Date



Amanda Klock- Interim City Administrator
City of Canby

11-04-09
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER

9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

RECEIVED

JUL 25 2008

CITY OF DAMASCUS

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Damascus (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

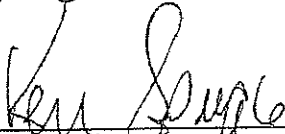
Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Damascus, Happy Valley, Sandy, Lake Oswego, Gladstone, Oregon City, West Linn, Molalla, and Wilsonville. Additionally, County staff will

continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

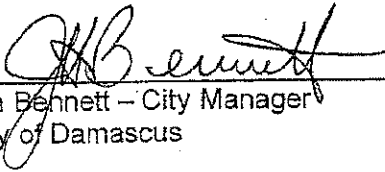
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division, Clackamas County

7-23-08

Date



Jim Bennett – City Manager
City of Damascus

7/28/08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within in all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

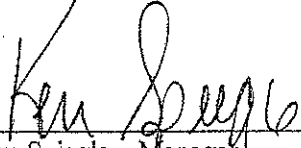
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

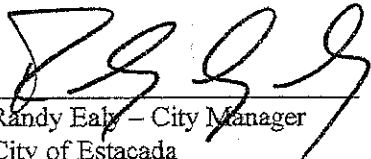
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle - Manager
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy - City Manager
City of Estacada

9-8-08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

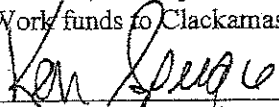
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

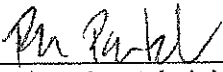
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spigle - Manager
Community Environment Division

7-30-08
Date



Ron Partch - Administrator
City of Gladstone

Aug 14-08
Date

INTERGOVERNMENTAL AGREEMENT

Between the City of Happy Valley and Clackamas County

This agreement is entered into this 19th day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

A. Effective Date and Termination

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

B. The County Shall:

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

C. The City shall:

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

D. Compensation

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

E. Attorney Fees

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

F. Amendment

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

G. Hold Harmless

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

H. Severability

County and City 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 provisions held to be invalid.

CITY of Happy Valley

By: Robert C. Nicholas Date: 09/18/07
Mayor

ATTEST:

By: Marylou Walden Date: 9/18/07
City Recorder

Approved as to Form:

By: Thomas Spaully Date: 10/17/07
City Attorney

CLACKAMAS COUNTY

By: [Signature] Date: 2-7-08 C-1
Chairperson, Clackamas County
Board of Commissioners

Approved as to Form:

By: David W. Aderson Date: 2/7/08
County Counsel

ATTEST:

By: Mary Ractnce Date: 2-7-08
Recording Secretary



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Lake Oswego (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

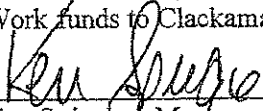
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Ken Spiegle - Manager
Community Environment Division

7-30-08
Date



Joel Komarek - ~~City Engineer~~ Project Director
City of Lake Oswego

8/1/2008
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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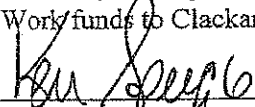
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Ken Spiegle - Manager
Community Environment Division

7-30-08
Date



JoAnn Herrigel - Community Services Director
City of Milwaukie

8/1/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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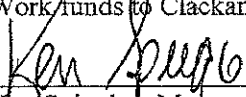
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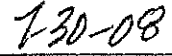
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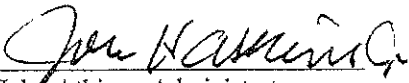
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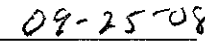
Ken Spiegle - Manager
Community Environment Division



Date



John Atkins - Administrator
City of Molalla



Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

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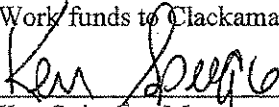
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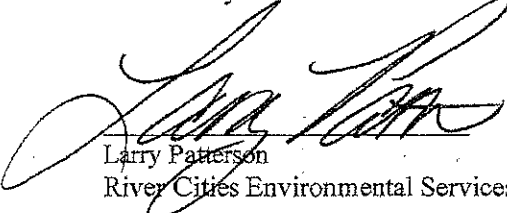
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Ken Spiegle - Manager
Community Environment Division

7-30-08
Date



Larry Patterson
River Cities Environmental Services District

9/23/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

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Ken Spiegle
Ken Spiegle - Manager
Community Environment Division

7-30-08
Date

Scott Lazenby
Scott Lazenby - City Manager
City of Sandy

8/1/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER

9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

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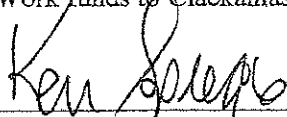
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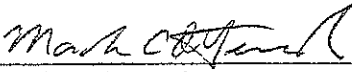
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Ken Spiegle – Manager
Community Environment Division

8-4-08
Date



Mark C. Ottenad
City of Wilsonville

8/15/08
Date

Approval of Previous Business Meeting Minutes: September 25, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, September 25, 2014 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Ludlow asked for a moment of silence in memory of Dr. Stephen Fritz, Portland City Commissioner Amanda Fritz's husband who passed away in an auto accident yesterday morning.

~Moment of Silence~

I. PRESENTATION

1. Recognizing Kory Oman, for his National Award as C-Com Telecommunicator of the Year Bob Cozzie, Central Communication spoke about the Nation Award received by Kory Oman. He introduced Mr. Oman. The Board presented a certificate and took a photo.

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding misc. issues including Oak Grove library, Park Ave. and Milwaukie Elks traffic issues, Light Rail, Metro.
2. Maryanna Moore, Gladstone – spoke with concerns of the Oakfield Road, Park Ave. intersection.

~Board Discussion~

III. PUBLIC HEARINGS

1. Second Reading of Ordinance No. 05-2014 Amending Chapter 2.05 of the County Code Personnel and Procedures for Clackamas County Employees
Christina Thacker, County Counsel presented the staff report, stating the first reading was September 11, 2014.

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

MOTION:

Commissioner Smith: I move we read Ordinance No. 05-2014 by title only.

Commissioner Schrader: Second.

Clerk calls the poll:

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passed 5-0.

Chair Ludlow he asked the Clerk to read the Ordinance by title only then asked for a motion.

MOTION:

- Commissioner Schrader: I move we adopt Ordinance No. 05-2014 Amending Chapter 2.05 of the Clackamas County Code, Personnel and Procedures for Clackamas County Employees.
- Commissioner Bernard: Second.
- Clerk calls the poll:
- Commissioner Schrader: Aye.
- Commissioner Smith: Aye.
- Commissioner Bernard: Aye.
- Commissioner Savas: Aye.
- Chair Ludlow: Aye – the motion passed 5-0.

Chair Ludlow announced the Board will adjourn as the Board of County Commissioners and convene as the Service District No. 5 Board for the next items.

SERVICE DISTRICT NO. 5 – STREET LIGHTING

Wendi Coryell, Service District No. 5 presented the staff reports for the following Assessment Areas, with the exception of item 6, Rock Creek Subdivision, will be removed from today's agenda for further staff review.

2. Board Order No. **2014-93** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 24-12, ODOT Building Modification
3. Board Order No. **2014-94** Forming a 10 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 21-13, Cambria Creek 10 Lot Subdivision
4. Board Order No. **2014-95** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 24-13, Two Lot Partition
5. Board Order No. **2014-96** Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 05-14, McDonalds Restaurant
6. **REMOVED - Board Order No. _____** Forming a 127 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 09-14, Rock Creek 127 Lot Subdivision
7. Board Order No. **2014-97** Forming a 78 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 10-14, Taralon East 78 Lot Subdivision
8. Board Order No. **2014-98** Forming a 36 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 16-14, Josephine Estates 36 Lot Subdivision
9. Board Order No. **2014-99** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 26-14, Crestview Townhomes
10. Board Order No. **2014-100** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 31-14, Safeway Distribution Center
11. Board Order No. **2014-101** Forming a 40 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 34-14, Taralon East 40 Lot Subdivision Phase 2 & 3
12. Board Order No. **2014-102** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 29-14, Three Lot Partition

13. Board Order No. **2014-103** Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 13-14, Two Industrial Buildings

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak on the eleven Assessment Areas presented, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Board Orders for the 11 Assessment Areas within Clackamas County Service District No. 5 as presented today.

Commissioner Smith: Second.

Clerk calls the poll:

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passed 5-0.

Chair Ludlow announced the Board will adjourn as the Service District No. 5 Board and reconvene as the Board of County Commissioners for the remainder of the meeting.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approval the consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the City of Estacada School District for the Teen Mentor Program – *Children, Youth & Families*
2. Approval of Amendment No. 1 of an Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services – *Community Solutions*
3. Approval of Modification No. 2 to Contract 29297 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between the Tri-County Metropolitan Transportation District of Oregon, Clackamas County and the North Clackamas Parks and Recreation District for Fully Actuated Signal at the Park/Oatfield Intersection

C. Business & Community Services

1. Resolution No. **2014-104** Authorizing Clackamas County Parks to Apply for an Oregon Parks and Recreation Department County Opportunity Grant for Playground Replacement and Construction

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval to Submit a Grant Application for the Victims of Crime Act 2014 – 2015 Non Compleitive extension Grant for the District Attorney's Office - DA

E. Emergency Management

1. Approval of Intergovernmental Personnel Act (IPA) Assignment Agreement between the National Institute of Standards and Technology (NIST) and Clackamas County

F. County Counsel

1. Board Order No. **2014-105** Declaring that the Gladstone Elections Building is no Longer Needed for Public Use and the Public's Interest will be Furthered by the Sale of the Property

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between the Tri-County Metropolitan Transportation District of Oregon, Clackamas County and the North Clackamas Parks and Recreation District for Fully Actuated Signal at the Park/Oatfield Intersection

VII. COUNTY ADMINISTRATOR UPDATE

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

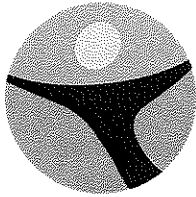
VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:10 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.

www.clackamas.us/bcc/business.html



NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

Clackamas County Board of Commissioners,
Acting as the Governing Body of the North Clackamas Parks and Recreation District

NCPRD Administrator, Don Krupp:

Approval of an Agreement between Clackamas County Department of Transportation and Development
and the North Clackamas Parks & Recreation District regarding
Transfer of maintenance obligations for the Oak Grove Boulevard Boat Ramp

Purpose/Outcomes	Approval of an agreement whereby NCPRD will operate and maintain an automated gate at the Oak Grove Blvd. boat ramp.
Dollar Amount and Fiscal Impact	Up to \$12,000 in DTD funded improvements, \$2,200 annual maintenance costs for NCPRD
Funding Source	2014 - 2015 FY DTD Capital Projects Fund, 2014 – 2015 FY NCPRD Maintenance Budget (District General Fund)
Safety Impact	Nightly closure to prevent inappropriate activities
Duration	Indefinitely
Previous Board Action/Review	This proposal is consistent with the most recent Board direction regarding access and use of the Oak Grove Blvd. boat ramp.
Contact Person	Jeroen Kok, NCPRD Planning, Development and Resource Manager, 503-742-4421
Contract No.	N/A

BACKGROUND:

The Oak Grove Boat Ramp is located at the terminus of Oak Grove Boulevard at the Willamette River, located wholly within the County Road Right-of-Way. The boat ramp is an informal public facility, and has received little management of maintenance by Clackamas County. In 2013, the County became aware of a number of vehicles located in the river at the end of the boat ramp. The Clackamas County Dive Team was able to retrieve a few of the vehicles. Awareness of this issue caused some public concern, and an initial decision by the County was to close the boat ramp. Additional public input caused the County to reconsider the closure. As a result, DTD and NCPRD have devised a plan to install an automated gate closure system at the boat ramp, to be paid for by DTD. In return, NCPRD has committed to maintaining and managing the boat ramp. A public meeting with citizens in the area was held earlier in 2014 and those in attendance voiced support for the plan.

Through this agreement, DTD will provide up to \$12,000 for NCPRD to purchase and install the automated gate system (including extending electrical power service to the site to operate the gate closure mechanism). In turn, NCPRD has agreed to indefinitely manage and maintain the area. NCPRD has estimated the annual cost to maintain and manage the site (to include weekly garbage pick-up and seasonal vegetation management) at approximately \$2,200 per year. The agreement enables the continued utilization of the river access in a stretch of the Willamette where few opportunities exist. Access to the river is primarily for local residents, since no public parking or restroom facilities are provided on the small location.

RECOMMENDATION:

DTD and NCPRD staff and the NCPRD Advisory Board respectfully recommend that the Clackamas County Board of Commissioners, acting as the Governing Body of the North Clackamas Parks and Recreation District, approve and execute the above mentioned agreement for the Oak Grove Boat Ramp improvements and maintenance agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'G. Barth', written over a faint circular stamp or watermark.

Gary Barth
Director

**AGREEMENT BETWEEN NORTH CLACKAMAS PARKS AND RECREATION
DISTRICT AND CLACKAMAS COUNTY FOR THE TRANSFER OF MAINTENANCE
OBLIGATIONS FOR A PORTION OF OAK GROVE BLVD.**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County, an instrumentality of the State of Oregon, acting by and through its Department of Transportation and Development ("DTD"), and North Clackamas Parks and Recreation District ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, SE Oak Grove Boulevard was originally dedicated to the use of the public as Central Avenue in 1890 on the plat of Oak Grove;

WHEREAS, a boat ramp has previously been constructed at the western terminus of Oak Grove Boulevard (the "Boat Ramp");

WHEREAS, DTD is responsible for the maintenance of the Oak Grove Boulevard right of way, but not the Boat Ramp;

WHEREAS, it has become difficult for DTD to maintain and monitor the portion of Oak Grove Boulevard by the Boat Ramp (the "Oak Grove Terminus"), which includes that area of the Oak Grove Boulevard right of way which includes an existing gate within the right of way, and extends west to the Willamette River. The Oak Grove Terminus is more particularly illustrated in Exhibit "A", which is attached hereto and incorporated herein;

WHEREAS, DTD and the DISTRICT intend to improve the existing gate discussed above;

WHEREAS, DISTRICT has an interest in improving access to recreational boating opportunities for those residents which reside within the District's boundaries; and

WHEREAS, the DISTRICT is able to assume maintenance responsibilities at the Oak Grove Terminus and ensure that the public has reasonable access to the Boat Ramp.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the occurrence of the first to occur of the following:
 - A. The DISTRICT and DTD, by mutual written agreement, may terminate this Agreement at any time.
 - B. DTD provides written notice to the DISTRICT of its intent to assume maintenance of the Oak Grove Terminus.
 - C. Early termination, as described in Section 5.
2. **Obligation of the DISTRICT.**
 - A. The DISTRICT agrees to install a gate opener on the existing gate which currently restricts access to the Oak Grove Terminus within four months of the execution of this Agreement. The gate opener shall include a function which automatically opens and closes the gate at predetermined times, as determined by the DISTRICT's Director, or his or her designee.

- B. The DISTRICT shall invoice DTD for the cost of the gate opener, associated electrical work, and any labor and overhead costs associated with installation of the gate opener described herein.
- C. Upon execution of this Agreement, the DISTRICT shall assume responsibility for maintenance of the Oak Grove Terminus, as generally set forth in ORS 368, including road maintenance and repair but excepting therefrom road improvements as described in Section 3.C below, and shall be responsible for maintenance of the gate. The DISTRICT shall also be responsible for maintenance and repair of any related facilities located within the Oak Grove Terminus.
- D. Upon assumption of the maintenance responsibilities, the DISTRICT shall also be solely responsible for ensuring that the gate which restricts access to the Oak Grove Terminus is opened and closed at appropriate times, as determined by the Director of the DISTRICT, or his or her designee, and is in proper working order.
- E. Upon execution of this Agreement, the DISTRICT shall control, shall assume liability for, and shall be primarily responsible for the Oak Grove Terminus, except for those responsibilities specifically retained by DTD, as set forth below in Section 3.

3. Obligation of Department of Transportation and Development.

- A. DTD agrees to reimburse the DISTRICT for the entire cost of the new gate opener mechanism and all other necessary improvements for automated gate operation which currently restricts access to the Oak Grove Terminus as described in Section 2.A and B above. The amount of this reimbursement shall not exceed \$12,000. The District will be the owner of the gate improvements described herein. DTD shall pay any invoices submitted by the DISTRICT within 30 days of receipt.
- B. DTD shall relinquish the performance of its maintenance responsibility of the Oak Grove Terminus to the DISTRICT for as long as this Agreement remains in effect, unless otherwise agreed to by DTD and the District.
- C. DTD shall remain responsible for costs associated with improvements to the road surface of the Oak Grove Terminus. Improvement is defined as any work beyond ordinary maintenance as such term is typically applied by DTD to road work assignments, as such are associated with a road such as the Oak Grove Terminus.
- D. DTD shall retain responsibility over establishing roadway standards and reviewing permits affecting the Oak Grove Terminus, including, but not limited to, street opening and encroachment permits. DTD shall coordinate with NCPRD regarding the appropriate timing and manner of any street closures or other activities that could impact use of the Boat Ramp.
- E. The parties agree that the extent of DTD's responsibilities and liability related to the Oak Grove Terminus, and any improvement contained therein, shall be limited to that which is specifically set forth in this Section 3.

- 4. Exchange of Funds.** Except for the reimbursement from DTD to the DISTRICT for the gate and the costs associated therewith, no additional money shall be exchanged at this time as part of this Agreement due to the obligations described herein. Specifically, the DISTRICT shall not be required to contribute to the cost of the gate opening mechanism described in Section 2. Additionally, DTD shall not be required to contribute to the cost of the maintenance of the Oak Grove Terminus, as described in Section 2. The DISTRICT may specifically request DTD to undertake certain maintenance work, and DTD may perform the requested maintenance by accepting responsibility in writing, which shall identify in sufficient detail the scope of the work to be completed and the terms of compensation.

5. **Early Termination of Agreement.** Either the DISTRICT or DTD may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.

In the event that the DISTRICT terminates this Agreement, due in no part to a default by DTD, within 5 years of the date the gate opener has been installed at the Oak Grove Terminus, the DISTRICT shall be responsible to reimburse DTD for a portion of the funds transferred to the DISTRICT for the purchase and installation of the gate opener, as described above. The costs that the DISTRICT would be liable for under this section shall be calculated by amortizing the cost of the gate opener (including installation) evenly over 5 years, and reducing the final cost by a proportionate amount based solely on the number of days which have passed. For example, if the final cost of the gate opener and installation were to be \$10,000, and the DISTRICT terminates this Agreement after year 1, the DISTRICT would be required to reimburse approximately \$8,000 to DTD. If the DISTRICT terminates this Agreement after year 4, the DISTRICT would be required to reimburse approximately \$2,000 to DTD. In the event that DTD terminates this Agreement, due in no part to a default by NCPRD, within 5 years of the date the gate opener has been installed at the Oak Grove Terminus, DTD shall be responsible to reimburse NCPRD for maintenance costs from initial contract date to termination date.

6. **Indemnification.** DTD agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of DTD or DTD's officers, owners, employees, agents, or its subcontractors or anyone over which DTD has a right to control.

DISTRICT agrees to indemnify, save harmless and defend DTD, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of the DISTRICT or the DISTRICT's officers, owners, employees, agents, or its subcontractors or anyone over which the DISTRICT has a right to control.

7. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
8. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

9. **Integration.** This Agreement contains the entire agreement between the DISTRICT and DTD and supersedes all prior written or oral discussions or agreements.
10. **Amendments.** The DISTRICT and DTD may amend this Agreement at any time only by written amendment executed by the DISTRICT and DTD.
11. **Waiver.** The DISTRICT and DTD shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

**North Clackamas Parks and Recreation
District**

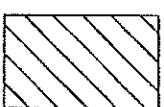
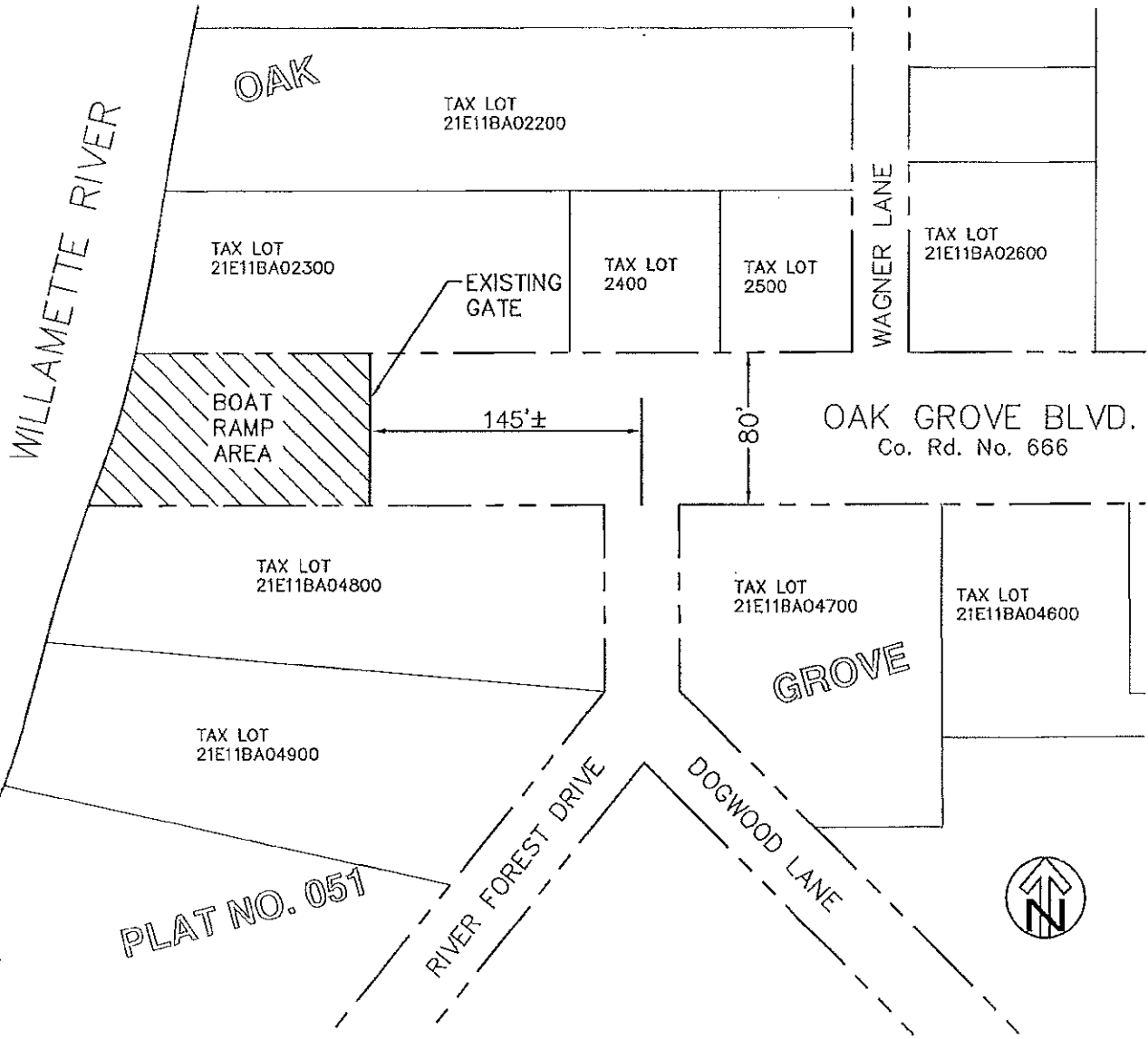
Chair, Board of Commissioners

Chair, North Clackamas Parks and Recreation
District

Date

Date

SITUATED IN THE NORTHWEST QUARTER OF SECTION 11,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, WILLAMETTE MERIDIAN
CLACKAMAS COUNTY, OREGON



AREA OF LIABILITY AND MAINTENANCE
RESPONSIBILITY TRANSFER TO NORTH
CLACKAMAS PARKS AND RECREATION
DISTRICT



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "A"
OAK GROVE BLVD
BOAT RAMP AREA

PAGE 1 OF 1

LIABILITY & MAINTENANCE
RESPONSIBILITY
TRANSFER TO N.C.P.R.D.

RD. FILE NO. 21002	DRAWN BY DJC	DESIGN BY N/A	DATE: 10-03-14
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