

DRAFT

Approval of Previous Business Meeting Minutes:

September 17, 2020

September 24, 2020

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

### Thursday September 17, 2020 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Virtual Meeting via Zoom

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

#### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Public Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [BCC@clackamas.us](mailto:BCC@clackamas.us). Be sure to include your name and area when you email.

#### **\*Wildfire Update**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush, Disaster Management gave an update regarding Wild Fires.

*~Board Discussion~*

1. Approval of an Addendum No 1 to Resolution No. 2020-66 Declaring a Local State of Emergency Regarding the Wildfires (Stephen Madkour, County Counsel)

<https://www.clackamas.us/meetings/bcc/business>

*~Board Discussion~*

#### **MOTION to approve Addendum No 1 to Resolution No. 2020-66 Declaring a Local State of Emergency Regarding the Wildfires.**

Commissioner Savas: Move to approve

Commissioner Fischer: Second.

the Clerk called the Poll

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye –the motion carries 5-0.

#### **\*\*\*COVID-19 Update**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush, Disaster Management, and Dr. Sarah Present gave an update regarding COVID-19.

~Board Discussion~

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

1. Presentation regarding Hunger in our Community and announcing the results of the 2020 H3S Food Drive – H3S

*Presentation Given*

Announced the Board will Recess as the Board of County Commissioners and convene as the Housing Authority Board for the next items. Introduce Housing Authority Commissioner **Anne Leenstra**.

**II. HOUSING AUTHORITY CONSENT AGENDA**

<https://www.clackamas.us/meetings/bcc/business>

1. Approval to execute an Intergovernmental Agreement between the Housing Authority of Clackamas County and Community Development for Environmental Reviews
2. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2021

*“It has been moved to approve the Housing Authority Consent Agenda by Commissioner Leenstra and seconded by Commissioner Schrader.”*

Ask the Clerk called the Poll

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye –the motion carries 6-0.

Announced the Board will Recess as the Housing Authority Board and re- convene as the Board of County Commissioners.

**II. PUBLIC HEARINGS**

1. First Reading of **Ordinance No. 08-2020** Amending Chapter 6.05, Noise Control, of the Clackamas County Code

~Board Discussion~

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

<https://www.clackamas.us/meetings/bcc/business>

- **No E-mails and No Public Comments**

Chair Bernard closed the public hearing and asked for a motion to read the Ordinance by title only.

Commissioner Savas: I move we approve to read the Ordinance by title only.  
Commissioner Fischer: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked for the clerk to assign a number and read the ordinance by title only:

Clerk assigned **08-2020** and read the ordinance by title only

Chair Bernard asked for further discussion and announced the Second Reading will be

**Thursday, October 1, 2020 at the Board's regular scheduled Business meeting at 10 AM**

#### **IV. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title only, then asked for a motion.

##### **MOTION:**

Commissioner Savas: I move we approve the consent agenda.  
Commissioner Fischer: Second.  
the Clerk called the poll  
Commissioner Fischer: Aye.  
Commissioner Savas: Aye.  
Commissioner Humberston: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

#### **A. Health, Housing & Human Services**

1. Approval of a Sub-recipient Agreement with Northwest Housing Alternatives (NHA) and the Community Development Division for ESG Funding for the Annie Ross House – *Community Development*
2. Approval of Amendment #2 to Agency Services Contract with Central City Concern for Law Enforcement Assisted Diversion Program

#### **B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement between Metro and Clackamas County for work on the Richey Road/North Fork Deep Creek Culvert.

#### **C. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and Molalla Communications for dark fiber connection.

#### **VI. WATER ENVIRONMENT SERVICES**

1. Approval of the Purchase and Sale Agreement and Related Documents Between Clackamas Water Environment Services and SDG-2, LLC Related to the Transfer of the Former Blue Heron Lagoon Property

**II. PUBLIC COMMUNICATION** *Moderated by Christina Terwilliger*  
<https://www.clackamas.us/meetings/bcc/business>

- No E-Mails
- No Public Comment

**VI. COUNTY ADMINISTRATOR UPDATE**

Continued conversation from Policy Session on Letter for House Bill 2001, Jennifer Hughes gave information on updated letter.

<https://www.clackamas.us/meetings/bcc/business>

**MOTION: To accept the letter as written**

Commissioner Savas: So Moved.

Commissioner Fischer: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston:

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

**VII. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED 11:31 AM**

## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

<https://www.clackamas.us/meetings/bcc/business>

**Thursday, September 24, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**PRESENT:** Chair Jim Bernard  
Commissioner Sonya Fischer  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

- We are holding this meeting virtually. If you've joined us on the Zoom app for this meeting, and you are interested in providing public comment, we will prompt you regarding how to do that when the time is right.
- You will have the option of providing your comments to us live.
- Alternatively, anyone can send in a comment to be read during the Citizen Communication portion of our meeting over email. Just send it in at any time during the meeting by emailing [ClackCoNews@clackamas.us](mailto:ClackCoNews@clackamas.us).
- Be sure to include your name and area when you email.

### **\*\*\*Wildfire Update**

<https://www.clackamas.us/meetings/bcc/business>

Nancy Bush gave an update regarding Wildfires in Clackamas County.

*~Board Discussion~*

### **\*\*\*COVID-19 Update**

*Video Presentation*

<https://www.clackamas.us/meetings/bcc/business>

Philip Mason-Joyner and Dr. Sarah Present gave an update regarding COVID-19 in Clackamas County.

*~Board Discussion~*

Gary Schmidt gave update about business hours and DSB opening to public Monday September 28<sup>th</sup>, 2020; also ratification of contracts that were signed due to both emergencies.

#### **MOTION:**

Commissioner Humberston: I move we approve the ratifications as presented to us.

Commissioner Schrader: Second.

the Clerk called the poll

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Page 1 – Business Meeting Minutes – September 24, 2020

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**I. PUBLIC HEARINGS** <https://www.clackamas.us/meetings/bcc/business>

1. Approval of a Board Order Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Estacada of a Portion of Glen Avenue(Aka Wren) and Hinman Road (Both Being County Road#2279) and Cemetery Road (County Roads #2510) (Mike Bays, DTD)

*~Board Discussion~*

Chair Bernard opened the public hearing and asked Christina Terwilliger to moderate this portion.

<https://www.clackamas.us/meetings/bcc/business>

1. No Emails
2. No Public Comment

Chair Bernard closed the public hearing and asks for a Motion

**MOTION:**

Commissioner Humberston: I move we approve the Board Order Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Estacada of a Portion of Glen Avenue(Aka Wren) and Hinman Road (Both Being County Road#2279) and Cemetery Road (County Roads #2510)

Commissioner Schrader: Second.  
the Clerk called the poll

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**II. CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

Chair Bernard asked the Clerk to read the consent agenda by title only, then asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.

Chair Bernard: Second.

the Clerk called the poll

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**A. Health, Housing & Human Services**

1. Approval of Amendment #13 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

2. Approval of Change Order #2 between Clackamas County and 3 Kinds Environmental, Inc. for the Clackamas County Health Centers Building Demolition Project
3. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE II Leasing Program, for the Purpose of Providing Permanent Supportive Housing

**B. Business & Community Services**

1. Approval of Modification No. 1 to a Grant and Cooperative Agreement L18AC00108 Between Clackamas County and the Department of Interior Bureau of Land Management Oregon State Office for the Dump Stoppers Program
2. Approval of Amendment #4 to the Contract with Total Golf Management Services, LLC for Management Services for the Operation of Stone Creek Golf Course

**III. PUBLIC COMMUNICATION** Moderated by Christina Terwilliger

<https://www.clackamas.us/meetings/bcc/business>

No Emails and No Public Comment

**IV. COUNTY ADMINISTRATOR UPDATE**

<https://www.clackamas.us/meetings/bcc/business>

**V. COMMISSIONERS COMMUNICATION**

<https://www.clackamas.us/meetings/bcc/business>

**MEETING ADJOURNED 11:09 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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**





CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

October 8, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 30496 Amendment No. 01 between Clackamas County Behalf of the Clackamas County Sheriff's Office and State of Oregon, acting by and through its Department of Transportation.

<b>Purpose/Outcome</b>	Approval of the Amendment to retain services of CCSO as commercial vehicle inspectors language update
<b>Dollar Amount and Fiscal Impact</b>	The State agrees at no cost to CCSO to perform the inspectors
<b>Funding Source</b>	The Oregon Dept. of Transportation is the source of the funds
<b>Duration</b>	Award period is Feb. 2015 – Feb. 2025
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	Furthers the County's focus to keeping our residents safe, healthy and secure
<b>Counsel Review</b>	Andrew Naylor, via email 09/30/2020
<b>Contact Person</b>	Nancy Artmann, CCSO Finance Manager 503.785.5012
<b>Contract No.</b>	Agreement No. 30496 amendment No. 01

## BACKGROUND:

The purpose of the Oregon Department of Transportation Commercial Vehicle (CMV) is to train inspectors so there are uniform commercial motor vehicle inspections conducted statewide. The goal of the CMV is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles.

**RECOMMENDATION:** Sheriff's Office respectfully requests that the Board of County Commissioners approves this amendment between Clackamas County by and through its Sheriff's Office and the Oregon Department of Transportation for the training CCSO employees as inspectors through this CMV.

Respectfully submitted,

Craig Roberts  
Sheriff

*"Working Together to Make a Difference"*

**INTERGOVERNMENTAL AGREEMENT  
Commercial Vehicle, Driver and Cargo Inspection**

THIS Agreement is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and CLACKAMAS COUNTY, by and through its Sheriff's Office, hereinafter referred to as "CCSO," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into Agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the Agreement, its officers or agents have the authority to perform.
2. As defined in ORS 825.250 (2), an "authorized representative" means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
3. CCSO wishes to have a certain number of its employees become an "authorized representative" for purposes of ORS 825.250(2).
4. The purpose of this Agreement is to effectively administer the applicable terms and conditions contained in Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), a federal-aid program of the Federal Highway Administration (FHWA).

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. ODOT and CCSO wish to enter into this Agreement in order to maximize the utilization of commercial vehicle, driver, and cargo inspection resources; to avoid duplication of effort; to expand the number of inspections performed; to advance uniformity of inspection; and to minimize delays in schedules incurred by industry inherent to this type of enforcement activity, hereinafter referred to as "Project."
2. Each Party will be responsible for their own costs associated with Project.
3. ODOT and CCSO agree that their authorized inspection representatives, certified as commercial vehicle inspectors by ODOT, under ORS 810.560, will implement inspection procedures in accordance with minimum standards contained herein.
4. The work shall begin on the date all required signatures are obtained and shall be completed no later than ten (10) years from the date of execution, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
5. In order to advance international uniformity in the inspection of commercial motor vehicles, their drivers, and cargo, ODOT and CCSO agree to enforce the North American Uniform Inspection Out-of-Service Criteria as authored and published by the:

Commercial Vehicle Safety Alliance (CVSA)

Part I - North American Uniform Inspection Driver  
Out-of-Service Criteria

Part II - North American Uniform Inspection Vehicle  
Out-of-Service Criteria

Part III - North American Uniform Inspection Hazardous  
Material Out-of-Service Criteria

6. The above standards are adopted into Oregon law by ODOT under Oregon Administrative Rules (OAR):

OAR 740-100-0090, Part I - Driver.

OAR 740-100-0070, Part II - Vehicle.

OAR 740-100-0080, Part III - Hazardous Materials.

**ODOT OBLIGATIONS**

**ODOT agrees, at no cost to CCSO, to perform the following work:**

1. Train and/or retrain inspection resources employed by CCSO when such training or retraining is mutually agreed to by the Parties to this Agreement; test and certify inspectors in accordance with agreements between ODOT, Oregon Department of Public Safety Standards and Training, and, as applicable, CVSA.
2. Supply vehicle and driver out-of-service stickers.
3. Supply monitoring service relative to inspection write-up techniques and violations recorded; inspection procedures, application of Motor Carrier Safety Regulations and Out-of-Service Criteria required by the Federal Motor Carrier Safety Assistance Program (MCSAP) and ORS 810.560.
4. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in MAP-21 and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies.
5. The Manager of Field Motor Carrier Safety Enforcement at the Motor Carrier Transportation Division, is ODOT's contact person for purposes of administering this Agreement, phone (503) 373-1979.

**CCSO OBLIGATIONS**

**The CCSO agrees, at no cost to ODOT, to perform the following work:**

1. Ensure that all personnel who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560.
2. As a matter of general policy, inspection levels shall be defined by ODOT.

ODOT/CCSO  
Agreement No. 30496

3. Inspections may be initiated only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
4. Roadside inspections will be conducted at locations that are adequate to protect the safety of drivers and enforcement personnel.
5. No inspection activity shall take place at a motor carrier's terminal unless such inspection has been authorized by ODOT.
6. When performing inspections as described herein, said inspections shall be documented on forms provided by ODOT. Whenever possible, inspections shall be conducted electronically using ASPEN™ software provided by ODOT.
7. Completed inspection documents shall be forwarded to ODOT within five (5) days of the date of inspection for processing and final compliance.

**GENERAL PROVISIONS**

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
  - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize.
  - c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
  - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, CCSO expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS

ODOT/CCSO  
Agreement No. 30496

659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

6. Both Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all cost and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
7. All employers, including CCSO, that employ subject workers who work under this Agreement 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. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CCSO shall ensure that each of its contractors complies with these requirements.
8. 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 ODOT or CCSO with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
9. With respect to a Third Party Claim for which ODOT is jointly liable with CCSO (or would be if joined in the Third Party Claim), ODOT 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 CCSO in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of CCSO 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 ODOT on the one hand and of CCSO 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. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
10. With respect to a Third Party Claim for which CCSO is jointly liable with ODOT (or would be if joined in the Third Party Claim), CCSO 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 ODOT in such proportion as is appropriate to reflect the relative fault of CCSO on the one hand and of ODOT 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 CCSO on the one hand and of ODOT 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. CCSO's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ODOT/CCSO  
Agreement No. 30496

11. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) 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 so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**CLACKAMAS COUNTY**, by and through its  
Sheriff's Office

By MEH  
Date 2/5/15

**CCSO Contact:**

Sgt John Naccarato  
1280 SE 82<sup>nd</sup> Ave  
Clackamas, OR 97015  
(503) 557-2893  
johnnac@co.clackamas.or.us

**STATE OF OREGON**, by and through its  
Department of Transportation

By David McNamee  
Manager, Motor Carrier  
Investigations/Safety/Federal Programs Section

Date 2/26/2015

**APPROVAL RECOMMENDED**

By Paul G Kroll  
Fiscal Officer, Motor Carrier Administration

Date 2/24/2015

**ODOT Contact:**

Paul Kroll, Fiscal Officer, Motor Carrier  
Administration  
PUC Building  
3930 Fairview Industrial Dr. SE  
Salem, OR. 97302  
(503) 378-6204  
Paul.A.KROLL@odot.state.or.us

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
Commercial Vehicle, Driver and Cargo Inspection**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT," and **Clackamas County**, acting by and through its Sheriff's Office, hereinafter referred to as "CCSO," entered into on February 26<sup>th</sup>, 2015.

It has now been determined by ODOT and CCSO that the Agreement referenced above shall be amended to update language to define information submittal requirements.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **CCSO Obligations, Paragraph 6, Page 3, which reads:**

6. When performing inspections as described herein, said inspections shall be documented on forms provided by ODOT. Whenever possible, inspections shall be conducted electronically using ASPEN™ software provided by ODOT.

**Shall be deleted in its entirety and replaced with the following:**

6. When performing inspections as described herein, said inspections shall be documented electronically using the system(s) provided by ODOT or on paper forms provided by ODOT. All appropriate measures to protect personal protected information (PPI), shall be taken by CCSO prior to submittal. PPI is defined as information that can be used to distinguish or trace an individual's identity or, when combined with other personal or identifying information, is linked or linkable to a specific individual.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

ODOT/CCSO  
Agreement No. 30496-01

**Clackamas County**, by and through its  
Sheriff's Office

By \_\_\_\_\_

Date \_\_\_\_\_

**ODOT Contact:**

Howard "Russ" Russell  
Safety Enforcement Manager  
3930 Fairview Industrial Ave NE  
(503) 373-1979  
[Howard.H.RUSSELL@odot.state.or.us](mailto:Howard.H.RUSSELL@odot.state.or.us)

**CCSO Contact:**

Sgt. Richard Sheldon  
1280 SE 82<sup>nd</sup> Ave  
Clackamas, OR 97015  
503-785-5092  
rsheldon@co.clackamas.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Paul Kroll, Motor Carrier Transit Division  
Budget & Fiscal Coordinator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Howard "Russ" Russell, Safety  
Enforcement Manager

Date \_\_\_\_\_