

AGENDA

Wednesday, November 9, 2016 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Veterans Day Presentation 2016 (Ericka Silver, Health, Housing & Human Services)

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

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

1. First Reading of Ordinance No. _____ Amending County Code Chapter 2.10, Hamlets and Villages (Stephen Madkour, County Counsel)

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 Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Department of Transportation & Development

1. Approval of Portland Metropolitan Area Transportation Agreement Termination Notice
2. Board Order No. _____ Adopting the Vacation of Sunset Drive and River Street
3. Approval of an Intergovernmental Agreement No. 31262 with Oregon Department of Transportation for the Curve Advisory Reporting System (CARS) Partnership
4. Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (MJ LEE) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between the City of Portland Bureau of Police and the Clackamas County Sheriff's Office for the Regional Automated Property Information Database (RAPID) - *CCSO*

C. Department of Communications (C-Com)

1. Approval of the Purchase of Public Safety Hardware and Software from CenturyLink Communications LLC.

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Oregon Metro to Provide Work Crew Services

E. Department of Employee Services

1. Approval of Amendments to Clackamas County's Providence Health Plan Documents
2. Approval of an Addendum to the Administrative Services Agreement between Clackamas County and Providence Health Plan

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of a Goods and Services Contract between Tri-City Service District and Metro Presort, Inc. for the Provision of New Utility Billing Printing and Mailing Services - *Procurement*
2. Approval of a Goods and Services Contract between Clackamas County Service District and Metro Presort, Inc. for the Provision of New Utility Billing Printing and Mailing Services - *Procurement*
3. Approval of a Goods and Services Contract between Surface Water Management of Clackamas County and Metro Presort, Inc. for the Provision of New Utility Billing Printing and Mailing Services - *Procurement*
4. Resolution No. _____ Approval of Tri-City Service District to Contribute Assets to Water Environment Services Partnership

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

November 9, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Recognition of Veterans Day

Purpose/Outcomes	Acknowledge the service, commitment and sacrifices of those who have served our great nation. Appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action	N/A
Contact Person	Erika Silver, Manager, Social Services Division 503-650-5725
Contract No.	N/A

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services Department would like to acknowledge the service, commitment and sacrifices of those who have served our great nation on Veteran’s Day, Friday, November 11, 2016.

Since 1938, the United States has commemorated the sacrifices of its armed forces by designating November 11th as a national holiday. Today, the Program Manager of the Clackamas County Veterans Service Office and the Director of Community Solutions for Clackamas County come before the Board of County Commissioners to acknowledge the service, commitment and sacrifices of those who have served our great nation. While Veterans Day is an annual commemoration and reminder, appreciation and support for those who have served and those who are currently serving, and for the family and friends who are also impacted by military service, is needed every day.

Clackamas County continues to use innovative strategies to support our Veterans by helping them address a broad spectrum of needs.

The County Veterans Service Office assists veterans to obtain VA financial and medical benefits. Last year the County’s Veterans Service Office staff members, Janice Harlan-Tafoya, Gina Thomas, Heather Miewald, and Jackie Bauer had 1,629 claims granted, a 22% increase over the previous year. The CVSO helped secure more than \$10.9 million dollars in federal benefits for Clackamas County veterans in 2014-15 (15-16 data as yet incomplete).

Community Solutions assists veterans in need of training and employment with individualized workforce services. These veterans have multiple complex needs including poverty, disability and criminal justice involvement. Last year, 59% of veterans who received training were placed into jobs earning an average of \$15.80 an hour or 71% above minimum wage. The remaining 41% are still in training and/or continue to receive services this fiscal year.

The County maintains an active Veterans Advisory Committee that ensures that the perspective of a broad diversity of Clackamas County veterans have the opportunity to impact County plans and services.

Specifically in support of the Performance Clackamas goal of cutting veteran homelessness in half, 51 VASH vouchers have been issued to Clackamas County. Of these, 47 are leased up and 4 are in the housing search process. A new Veterans Rapid Re-Housing program launched last year, as well as a new Veterans Permanent Supportive Housing and a new Veterans Rental Assistance program for a total of 60 more Veteran households receiving rent assistance and supportive services to end their homelessness. The Homeless Veteran Coordination Team meets monthly and includes the VA, the Clackamas County Department of Health, Housing and Human Services and community partners serving homeless veterans.

Clackamas County supports its veterans.

Recommendation

Staff respectfully requests that the Board recognize and honor the service, commitment and sacrifices of all military personnel, reservists, Veterans and their families.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Veteran's Day



Presentation to the
Clackamas County
Board of County Commissioners

Veterans in the State and County

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Veterans in Oregon	331,632
Veterans in Clackamas County	35,165*
Veterans in County Workforce	
-Every level, every Department, major impact on County infrastructure and services.	



* 74 Veterans counted in the 2015 Homeless Count

GOALS for Veterans in Clackamas County

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- Employment, training and education opportunities so that veterans in Clackamas County can obtain living wage jobs
- Easy access to VA benefits through County Veterans Service Office
- Homeless veterans in Clackamas County have services and supports needed to regain stable housing

SERVICES AND ACTIVITIES



Clackamas Veterans Service Officers

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During 2015-16, CVSO staff

- Met with 1,818 veterans and family members
 - Filed 911 initial compensation claims
 - Had 1,629 claims granted, a 22% increase
 - Generated new federal monetary benefits of \$10.9 million dollars (FY 14-15).
- Increased the number of claims granted for Clackamas veterans by 242% over last 5 years.

Clackamas Veterans' Workforce Program (Community Solutions)

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- Served 40 Veterans
 - 59% became employed
 - 41% still in training
- Average wage \$15.80
 - Jobs included: construction, government, security, public relations, manufacturing, customer service
- Demographics:
 - 28% former offenders
 - 40% have a disability
 - 15% received SNAP (food stamps)
 - 14% lack transportation



11/9/2016

Housing for Veterans

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VASH Vouchers

- 47 homeless veteran households housed, 4 more searching for housing

Housing Veterans First Rapid Re-Housing

- 12 new homeless veteran households including 8 kids

Housing our Heroes Permanent Supportive Housing

- 18 new homeless veteran households

Veterans Rental Assistance Project Permanent Supportive Housing

- 30 veterans with serious mental health challenges, homeless or at high risk

Other CCSS Homeless Housing Programs (HOPE, Bridges to Housing, etc.)

- 7 homeless veteran households

VETERAN'S ADVISORY COMMITTEE

- Clackamas County supports a 15-member, Board appointed Veterans Advisory Committee to advise the Board and staff on a wide range of veterans related issues, with the goal of ensuring that Clackamas County is responsive to the needs and concerns of our veterans.
- Representation on VAC includes: Veterans of Foreign Wars, Order of the Purple Heart, American Legion, Oregon National Guard, Cascade Centers, and Clackamas Community College among others.
- Most branches of service and Vietnam, Iraq, and Afghanistan eras are represented.

Activities in 2015-16



HOMELESS VETERAN OUTREACH CONTINUES

The homeless veteran outreach identified and engaged with 91 homeless veterans, and helped 25 access permanent housing.

SUICIDE PREVENTION FOR VETERANS - REGIONAL TRAINING

Held in November 2015, with coordinator from VA. 67 participated including 24 veterans.

HOMELESS VETERAN COORDINATION TEAM

Includes Social Services, Community Solutions, Behavioral Health, VA and others. Streamlines service access.

11/9/2016

Much More Work To Do....

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- **EMPLOYMENT:** Veterans in Oregon experience unemployment rates that are higher than the nation average for veterans, and are higher than the rate for non-veterans in Oregon
- **MENTAL HEALTH STIGMA/SUICIDE PREVENTION:** The stigma associated with mental health problems is a serious barrier to veterans accessing needed services.
- **TRAUMA:** Female and male veterans experience unique health and mental health concerns, including the impact of military sexual trauma.
- **HOMELESSNESS AND HOUSING:** The majority of homeless veterans identified during the 2015 homeless count reported having a disability.

11/9/2016

Please Contact the CVSO!

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- CVSO Location
Public Services Building, 281
2051 Kaen Road, Oregon City
Monday - Thursday
7 a.m. to noon
1 p.m. to 5 p.m.
- Phone
503-650-5631
- Email
veterans@clackamas.us
- Website
<http://www.clackamas.us/socialservices/veterans.html>

Please Contact the Clackamas Veterans Workforce Program!

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- Community Solutions Location: 112 11th St.
Oregon City
Monday - Thursday
7:30 a.m. to 5 p.m.
- Phone 503-655-8848
- Email KenBie@clackamas.us
- Website <http://www.clackamas.us/communitysolutions/employment.html>

THANKS VETERANS





OFFICE OF COUNTY COUNSEL

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

November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

An Ordinance to Amend County Code Chapter 2.10,
Hamlets and Villages

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Purpose/Outcomes	To amend County Code Chapter 2.10, to require training of hamlet and village Board members, procedures for the BCC to remove hamlet and village Board members, and improved procedures for the BCC to dissolve hamlets and villages.
Dollar Amount and Fiscal Impact	Not Applicable.
Funding Source	Not applicable.
Duration	Indefinite until amended
Previous Board Action	Chapter 2.10 was last amended in 2015. The Board held a policy session discussion on October 4, 2016 where the Board agreed to hold a public hearing on the proposed amendments.
Strategic Plan Alignment	Build Public Trust through Good Government
Contact Person	Jeffrey D. Munns, Assistant County Counsel x 5984

Background:

The BCC voted on February 9, 2016 to dissolve the Board of Directors for the Villages at Mt. Hood. Due to this situation and the desire to have a clear process to remedy similar situations in the future the BCC has asked staff to examine Chapter 2.10. There were several provisions not present in the code that would assist with the oversight provided by the BCC. A proposed amendment to Chapter 2.10 is attached for discussion and comment.

Chapter 2.10 of the County Code currently does not require training for those citizens serving on the Board of Directors of a hamlet or village, does not provide the BCC with a procedure to remove a Board member of a hamlet or village, nor does it provide a procedure to dissolve a hamlet or village absent a vote at a town hall meeting to dissolve.

The present code does not provide for any required training of hamlet or village board members to assist them in the effective execution of their office. This has been addressed by adding a provision to section 2.10.60 to require all hamlet or village board members to satisfactorily

complete training provided by County Staff. The training will consist of review and education regarding the hamlet or village bylaws, procedures, governance, public meetings, public records, elections, and governmental ethics. This training must be completed prior to participating in board deliberations or voting.

The current code only allows for a village or hamlet board member to be removed, after first providing 14 days' notice of intent to move for a director's removal, by a vote of 2/3 of the citizens present at a Town Hall meeting. In a policy session on October 4, 2016 the members of the BCC discussed the need for the BCC to have a procedure to remove a hamlet or village Board member who was not following the bylaws of the organization, not acting in the best interests of the citizens of the hamlet or village, or has not satisfied the requirements of Chapter 2.10. A procedure has been added to the draft section 2.10.060 to allow the BCC to remove a Board member of a hamlet or village by Order. The Order must be based on the criteria listed above and incorporated into section 2.10.060.

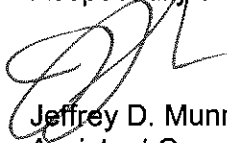
Similarly section 2.10.080 has been amended to include a process by which the BCC may dissolve a hamlet or village by Order based upon criteria that it be in the best interests of the citizens of the hamlet or village, that the hamlet or village board members failed to regularly follow its adopted bylaws, or that the hamlet or village board members failed to meet the requirements of Chapter 2.10. The County Code presently requires a town hall vote of the hamlet or village to dissolve. However, if the BCC initiates dissolution and the town hall vote does not occur, or they vote not to dissolve, there is not presently a process by which the BCC may dissolve a hamlet or village. The proposed amendments address this problem by providing a process for the BCC to dissolve a hamlet or village if it finds that to be the best course of action.

The BCC may also consider amending Chapter 2.10 to require a hamlet or village to be dissolved by Order after public hearing. The current BCC practice to hold a public hearing prior to the entry of an Order is not a requirement. Should the BCC desire to formally include the need for a public hearing then the alternative process of resolution after public hearing would allow for the current practice to be codified in this circumstance. The current code requires a public hearing prior to the entry of a resolution to form a hamlet or village. Section 2.10.050.

Recommendation:

Staff recommends the Board of County Commissioners proceed with the first reading of the ordinance amending Chapter 2.10 in the form as attached to this report.

Respectfully submitted,



Jeffrey D. Munns
Assistant County Counsel

Ordinance No.

An Ordinance Amending Chapter 2.10, Hamlets and Villages,
of the Clackamas County Code

WHEREAS, Chapter 2.10, Hamlets and Villages was adopted in 2007 and amended in 2015; and

WHEREAS, it has become apparent that procedural and substantive changes are necessary to more accurately address the operational needs and requirements of the hamlet and village program; NOW, THEREFORE,

THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

Section 1: Chapter 2.10, Hamlets and Villages is hereby amended to read as follows:

2.10.010 Preamble

- A. Policy objectives. The Board of County Commissioners is committed to engaging its citizens by encouraging them to participate in decision-making processes that affect their lives. This Chapter is intended to further these policy objectives by creating a legal framework to enhance the connection between county government and its citizens.
- B. This Chapter represents the work of citizens, staff, and professional consultants who assisted the county in developing ways to meet these policy objectives. Information was gathered through community meetings and events, random opinion sampling, and mail-back questionnaires. Central to the project were two major phases:

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.020 Purpose, intent, authority.

- A. This Chapter establishes the organizational structure and process for hamlets and villages, which are intended to provide a forum for citizens residing, owning property or having businesses within defined geographic areas. Under this Chapter, citizens may form local hamlets or villages for the purpose of considering and making advisory recommendations to the county concerning a broad range of issues affecting the livability and quality of life in their communities. Hamlets and villages are advisory to the Board of County Commissioners, and are not local governments.
- B. It is intended that the powers created by this Chapter be interpreted and applied to enable the broadest exercise of the powers granted by this Chapter, to the extent not pre-empted by state or federal law. Hamlets and villages are intended to be a form of participatory democracy to the extent that they promote the active involvement of citizens in county affairs and provide an opportunity for greater participation in matters affecting their local communities.

- C. It is a matter of local concern and a proper subject for county legislation to promote the active involvement of citizens in county affairs so that citizens may have a greater opportunity to participate in matters affecting their local communities.

2.10.030 Definitions as used in this Chapter

- A. BCC means the Board of County Commissioners.
- B. BOARD means the board of directors of a hamlet or village.
- C. CITIZEN means:
 - 1. A person domiciled within the boundaries of a proposed or existing hamlet or village; a person who owns real property within the boundaries of a hamlet or village, but is domiciled outside those boundaries; or
 - 2. A business entity that is established under ORS Chapters 56-70, 554, 748, or that qualifies as a Business Trust under ORS Chapter 128 if the entity or trust owns real property or maintains a business located within a hamlet or village. To participate in formation activities, sign petitions, vote, or serve on the board of directors of a hamlet or village, a citizen who is an individual must be at least 18 years of age.
- D. COMMUNITY PLANNING ORGANIZATION (CPO), as described in Chapter 2 (Citizen Involvement) of the Clackamas County Comprehensive Plan, means a community organization which acts in an advisory capacity to the Board of County Commissioners, Planning Commission, and Planning Division on land use matters affecting its area. The CPO program is the method Clackamas County uses to meet Goal 1, Citizen Involvement, of the Statewide Planning Goals. A CPO is not considered an agent of the County.
- E. COUNTY LIAISON means the person designated by the County Administrator to facilitate communications among citizens, county staff, the Board and the BCC. The liaison will also render advice and assistance to citizens to accomplish the goals and objectives of this chapter.
- F. DOMICILE means the place where individuals have their true, fixed, permanent and principal home.
- G. HAMLET means an unincorporated area that is an organized forum for citizens to express issues of concern, prioritize activities, and coordinate community-based activities, as may be approved by the Board of County Commissioners. A hamlet is financed primarily through contributions, grants or volunteer fundraising activities.
- H. VILLAGE means an unincorporated area that is an organized forum for citizens to express issues of concern, prioritize activities, and coordinate community-based activities, as may be approved by the Board of County Commissioners and that, after approval by village citizens and the Board of County Commissioners, may be financed through a range of means.
- I. TOWN HALL MEETING means a general meeting of the hamlet or village that is open to the community and provides an opportunity to discuss and decide matters of hamlet or village concern.
- J. AGENTS OF THE COUNTY means that Hamlet and Village board members acting within the scope of authority granted by the organization bylaws and county policies are

advisory to the Board of County Commissioners and shall be treated as agents of the county for claims against them for purposes of the Oregon Tort Claims Act.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.040 CPO Functions, memoranda of understanding

A hamlet or village may assume the functions of a CPO upon agreement of the existing CPO, the hamlet or village, and the BCC. If a hamlet or village seeks to assume the functions of a CPO, it must first meet with the CPO to discuss the proposed transfer of responsibility. If the CPO agrees to assumption of its functions by the hamlet or village, a memorandum of understanding shall be negotiated between the CPO and the hamlet or village. The memorandum shall outline how the assumption will take place, the scope of responsibility transferred, the ongoing status of the CPO once the transfer occurs, and how the CPO will resume functioning if the hamlet or village is ever dissolved. The memorandum will state that a hamlet or village board shall not be considered an agent of the county when acting in the capacity of a CPO. The memorandum may be signed by a proposed hamlet or village and CPO prior to formation, but must be approved by the BCC at the final formation hearing and signed by the BCC before going into effect.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.050 Formation of a Hamlet or Village

- A. Pre-petition process. One or more citizens desiring to form a hamlet or village will be known as “chief petitioner(s)” and shall comply with all of the following steps in the formation process:
1. Chief petitioner(s) must hold a public meeting to discuss the proposed formation. Notice of the meeting may be given by publication in a newspaper of general circulation or by any other means reasonably calculated to provide notice to citizens of the affected community.
 2. If the proposed hamlet or village has community support, the chief petitioner(s) shall then meet with county staff to discuss the proposal. Terms to be discussed with county staff include, but are not limited to, preliminary purposes, boundaries, activities, name, projected short and long-term needs, and possible methods of financing.
 3. Hamlet or village chief petitioner(s) shall communicate their proposal to special districts and cities within three miles of the proposed hamlet or village boundaries prior to circulating a petition for formation.
 4. Within 150 days of county staff approval of the proposed hamlet or village, chief petitioner(s) shall complete the hamlet or village application and gather the required number of signatures petitioning for formation of the hamlet or village. Application and petition forms may be obtained from the county staff liaison.
- B. Hamlet petition. A petition for formation of a hamlet must be signed by at least 10% of the citizens located within the proposed hamlet boundary (based on the latest U.S. census or most recent county-acknowledged survey) or 100 citizens, whichever is the lesser number, and shall state the proposed name, preliminary purposes, preliminary boundaries, and proposed activities.

- C. Village petition. A petition for a village must be signed by at least 15% of the citizens located within the proposed village boundary (based on the latest U.S. census or most recent county-acknowledged survey) or 150 citizens, whichever is the lesser number, and shall state the proposed name, preliminary purposes, preliminary boundaries, proposed activities, and any proposed methods of financing for the village.
- D. Notice of public hearing. When a completed application and petition is received by the county staff liaison, the county shall set a public hearing within sixty (60) days on the question of formation. The county shall provide the appropriate public notice as determined by the county's department of Public and Government Affairs.
- E. Public hearing. At the public hearing, any person having an interest in the matter may appear and support or object to the formation of the hamlet or village. The BCC will consider the application and revise it as it deems appropriate.
- F. Resolution authorizing organizational process to complete formation. At the conclusion of the public hearing, the BCC may pass a resolution authorizing the chief petitioner(s) to proceed with the organizational steps necessary to complete the formation process as presented, or it may modify or reject the application.
 - 1. The resolution authorizing further organizational steps shall include the hamlet or village name, preliminary purposes, proposed activities, and preliminary boundaries. The resolution may also include the date for a final public hearing on the proposed formation.
 - 2. During the organizational process, the BCC retains discretion to adjust the name, purposes, activities, and boundaries. The BCC may also set or adjust the date of the final public hearing on the proposed formation.
- G. CPO status. A vote by the BCC on the formation of a hamlet or village does not affect an existing CPO, unless otherwise provided in an approved memorandum of understanding.
- H. Organizational meeting(s). If the BCC passes a resolution authorizing the organizational steps necessary to complete the formation process, the chief petitioner(s) shall schedule one or more organizational meetings. Notice shall be by publication in a newspaper of general circulation in the affected area, or by other means reasonably calculated to provide notice to potential citizens of the proposed hamlet or village.
 - 1. The chief petitioner(s) shall convene the first organizational meeting no later than sixty (60) days from the date on which the authorizing resolution is signed by the BCC.
 - 2. The chief petitioner(s) shall form one or more work groups for the purpose of developing bylaws, accepting nominations for board of director positions, and conducting other organizational activities, including but not limited to discussion of boundaries, purposes, and activities. Work groups may be formed at any organizational meeting.
 - 3. Candidates for positions on the board of directors of the proposed hamlet or village must be citizens of the proposed hamlet or village. Candidates shall complete an application form indicating their eligibility.
- I. Bylaws and board members. Bylaws shall define the qualifications, roles and responsibilities of board members, their terms of office, attendance requirements, the manner of filling vacancies, and the grounds and process for removal. A majority of the total number of board members shall constitute a quorum.

1. Bylaws shall also set forth purposes, activities, methods of action, and the process for amending the bylaws. Examples of hamlet or village activities include communications, transportation, CPO functions, and working with other hamlets, villages, cities, CPOs, service providers, other organizations, or the county to achieve community goals.
 2. In the case of a village, bylaws shall also expressly address the authority of, and process by which, a recommendation may be made to the BCC for establishment of additional taxes or fees to be paid by citizens of the village. A village has no independent authority to levy taxes or fees.
- J. BCC preliminary approvals. At least thirty (30) days before a town hall vote, the chief petitioner(s) shall submit proposed bylaws and eligible board candidates to the BCC for preliminary approval at a public work session.
1. Other organizational issues may also be brought to the BCC in public work sessions for discussion and preliminary approvals.
 2. Preliminary approvals by the BCC in public work sessions must be ratified at the final public hearing on the question of formation of the proposed hamlet or village.
 3. Following preliminary approval by the BCC and prior to final ratification by the BCC, the county shall submit the question of formation of the proposed hamlet or village, the proposed bylaws, and board candidates, to the citizens of the proposed hamlet or village for a vote at one or more town hall meetings.
- K. Town hall voting. Citizens of a proposed or existing hamlet or village are eligible to vote at a town hall meeting. If a business entity is owned by more than one person, only one person may claim to be a citizen because of such ownership. A non-resident owner of multiple parcels of real property may claim to be a citizen because of such ownership, but may cast only one vote. Multiple non-resident owners of the same real property may claim citizenship because of such ownership but may cumulatively cast only one vote and hold only one board position based on that property. Business entities and trusts are entitled to one representative vote. If more than one person claims to be the authorized representative of a business or real property, the votes cast by those persons shall be made by provisional ballots.
1. The voting process will be conducted by the county. Since the town hall model is designed to encourage citizen participation, citizens must be present at a town hall meeting to vote during the formation process. At each such meeting, a written agenda shall be available identifying the issues to be voted on to facilitate citizen participation.
 2. More than one citizen may be a candidate in an election based on joint ownership of a business or property. Where this occurs, only the candidate receiving the most votes may take office.
 3. If a majority of citizens present at the town hall meeting vote to support formation of the proposed hamlet or village, approve the bylaws and choose the board of directors, the chief petitioner(s) shall recommend the formation, bylaws and board, to the BCC for ratification at the final public hearing.
 4. If a majority of citizens present at a town hall meeting vote not to support formation of the hamlet or village, the chief petitioner(s) shall so notify the BCC

in writing, and the BCC may enter an order rescinding its resolution authorizing formation of the hamlet or village at the final hearing.

5. The outcome of town hall voting is not binding on the BCC. However, the BCC shall consider the voting results as a factor in deciding whether to approve formation of a hamlet or village, or other matters, at the final hearing.
- L. Provisional ballots. A provisional ballot is a vote that is conditionally counted, as set forth in this section. Provisional ballots shall be given to attendees at a town hall meeting who cannot provide proof of hamlet or village citizen status at the time of the meeting, or in the event there is a dispute as to the authorized representative of a business or property.
1. In the event of a dispute over authorized representative status for a business or property, the burden is on the business or property owners to designate their authorized representative. Until then, the vote will be classified as provisional.
 2. To receive a provisional ballot, individuals must provide their name, address, contact telephone number, and basis for their claim of citizen status. If available, an email address must also be provided.
 3. Provisional ballots will be examined only upon a determination by the county that a sufficient number have been cast to possibly affect the outcome of the vote. In such event, public notice will be posted on the county's website of the intent to verify provisional ballots.
 4. If provisional ballots are to be examined, ballot-casters shall be notified of the need to provide proof of identification or other required information that verifies their status as citizens of the proposed hamlet or village who are eligible to cast votes. Voters casting provisional ballots will be given five (5) business days from the date of notification to provide proof of citizenship.
 5. Votes shall be counted by county staff or a designee.
- M. Final public hearing on formation and organizational issues. At the final public hearing, persons may present testimony on any matter relevant to the proposed formation of the hamlet or village. At the conclusion of the public hearing, the BCC shall enter an order approving, approving with modification, or rejecting formation of the hamlet or village. If the Board approves formation, it shall enter an order that includes the approval of the name, purposes, activities, boundaries, initial board members, and bylaws of the hamlet or village.
- N. Hamlet and village boundaries. There can be only one hamlet or village in any given geographic area. The boundaries of the hamlet or village shall not overlap the boundaries of another hamlet, village or city. To the extent permitted by law, the BCC will not permit encroachment into the hamlet or village boundaries by other entities.
- M. All villages and hamlets must formally acknowledge the strategic plan adopted by the Board of County Commissioners.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.060 Post-Formation Management of Hamlet and Village Affairs

- A. Board of Directors. The interests of the hamlet or village are represented by a board of directors. The board is the representative voice of its citizens and serves in an advisory capacity to the BCC on issues of concern to the hamlet or village. All Board members must satisfactorily complete training required by the BCC and provided by County staff. Such training may include but not be limited to board rules, procedure and governance.

public meetings and public records, elections, and governmental ethics. No Board member may participate in Board deliberations or voting until completing the training required by this section.

B. Code of Conduct for Board Members:

1. Serve the best interest of the hamlet or village as a whole regardless of personal interests.
2. Conduct open, fair and well-publicized elections.
3. Provide opportunities for the community to comment on decisions facing the hamlet or village.
4. Perform duties without bias for or against any individual or group.
5. Act within the boundaries of board authority as advisory to the BCC.
6. Comply with all other aspects of Oregon law applicable to public officials, including the public records law, public meeting law, ethics law, and election laws.

C. Removal of a Board member.

1. At a Town Hall. Any member of the Board of Directors of a hamlet or village may be removed by a vote of 2/3 majority of voting members at a town hall meeting. The matter of removal may only be acted upon at a town hall meeting of the hamlet or village. Notice of intent to consider removal shall be given to each Board member and the county staff liaison at least 14 days prior to the meeting at which removal is to be considered and included on the meeting agenda; or

2. By the BCC. Any member of the Board of Directors of a hamlet or village may be removed by a vote of the BCC. The BCC may enter an Order removing a Board member of a hamlet or village if the BCC finds:

a. It to be in the best interests of the citizens of the hamlet, village, or the county, to remove the Board member;

b. That the hamlet or village Board member has failed to regularly follow the Board's adopted bylaws; or

c. That the hamlet or village Board member has failed to satisfy the requirements of this Chapter.

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D. Meetings, public participation, action. Each hamlet or village board shall meet with members at least quarterly at town hall meetings to identify, discuss, and prioritize community issues. All such town hall meetings shall be open to the public.

1. Members and non-members may attend and speak at town hall meetings.
2. Voting shall be conducted in accordance with Section 2.10.050(K), unless otherwise specified in approved hamlet or village bylaws. Town hall votes by members are advisory to the hamlet or village board, and shall guide the board in setting policy direction in hamlet and village affairs.
3. Official hamlet or village action shall be taken only by a vote of the board. If the hamlet or village board takes action contrary to a town hall vote, that action, and the board's reasoning, shall be presented to the county liaison, and to members at the next town hall meeting.

E. Bylaw amendments. Proposed bylaw amendments shall be presented to the BCC for review and approval at a public work session scheduled at least thirty (30) days prior to a town hall vote on the amendments.

- F. Boundary changes. Using the process contained in its bylaws, a hamlet or village may request that the BCC modify its boundaries.
- G. Agreements. Upon approval of the BCC, a hamlet or village may enter into memoranda of understanding with neighboring jurisdictions or other organizations. The county may, on behalf of a hamlet or village, enter into an intergovernmental agreement with other governments.
- H. Activities, changes. Individual projects to be undertaken within activity areas identified in the hamlet or village bylaws must first be reviewed and approved by the county liaison to ensure consistency with the approved bylaws. Proposed changes to a hamlet or village activity list must first be presented by the board to the BCC for review and approval. If approved by the BCC, the change must also be approved by a majority vote of those citizens of the hamlet or village who are present at the town hall meeting at which approval is sought. If the change is approved, the hamlet or village bylaws must also be amended to reflect the change.
- I. Annual report. Each hamlet and village shall provide the BCC with an annual report, which will be coordinated by the county staff liaison.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.070 Financing

- A. Hamlet. A hamlet shall be financed primarily through contributions, grants, and volunteer fundraising activities. All such funds will be deposited with and administered by the county on behalf of the hamlet.
- B. Village. A village may generate revenue through a range of means, including contributions, grants, and volunteer fund-raising activities. All such funds will be deposited with and administered by the county on behalf of the village. A village may enter into agreements for the sharing of revenue with the county. If approved by a vote of the citizens at a town hall meeting, the board may also request that the BCC take any of the following actions:
 1. Fund proposed activities within the boundaries of the village through the establishment of a tax, fee or other charge. The BCC may implement such a recommendation if the tax, fee or charge is permitted by law, the revenue generated is intended to support the delivery of an enhanced level of service, and the level of service would not otherwise be provided from appropriated county funds.
 2. Initiate formation of a county service district with a permanent rate limit for operating taxes. If approved by the BCC, formation will be initiated in accordance with ORS Chapter 451, which includes public hearings and a vote on the question of formation by registered voters within the boundaries of the proposed district.
 3. Authorize the village to circulate a petition for the formation of a local improvement district pursuant to Chapter 4.02 of the Clackamas County Code pertaining to construction of public roads, sidewalks, traffic-calming, street lighting, and related facilities.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.080 Dissolution

- A. Dissolution of a village or hamlet may be, by:
 - 1. An Order of the BCC.

The BCC may enter an Order dissolving the hamlet or village if the BCC finds:

 - a. It to be in the best interests of the citizens of the hamlet, village, or the county, to dissolve the hamlet or village;
 - b. That the hamlet or village board members have failed to regularly follow its adopted bylaws; or
 - c. That the hamlet or village board members have failed to meet the requirements of this Chapter.
- C. CPO status. Dissolution of a hamlet or village does not affect any existing CPO, except to the extent required by a written memorandum of understanding.
- D. Disposition plan. An Order for dissolution of a hamlet or village shall include a plan for disposing of assets and for payment of any indebtedness. In the case of a village, the plan must include a recommendation on whether to dissolve or continue any districts formed to serve the village. A BCC Order approving dissolution shall include a plan for dissolution. If the Order requires the dissolution of any districts, the dissolution of such districts shall be conducted in accordance with state and local law.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.090 Public meetings, public records

- A. Public meetings. Meetings of hamlet and village boards, including town hall meetings where a quorum of the board is in attendance, are public meetings under the Oregon public meetings law. The requirements for public meetings include, but are not limited to, providing adequate meeting notice, opening the meetings to the public, recording votes, and keeping minutes.
- B. Public records. Hamlet and village records are public records subject to disclosure unless exempt. Public record requests must be submitted to the county staff liaison for processing. The hamlet or village shall cooperate with the county in responding to each request.
- C. Records retention. All original records shall be retained by each hamlet or village as required by law, with copies provided to the county staff liaison. Copies of all meeting minutes shall be submitted to the county staff liaison within forty-five (45) days from the date of the meeting. Changes to the bylaws and a list of current board members shall be submitted to the county staff liaison within thirty (30) days of any changes in bylaws or board members.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.100 Local budget and audit law, operating and miscellaneous expenditures, contracts

- A. Local budget and audit law. Hamlets and villages may receive financial support from the county or other public or private fund sources, and shall cooperate with the county in complying with the requirements of the local budget and audit laws of the State of Oregon.
- B. County trust accounts. Working with the county liaison, a hamlet or village shall open a trust account with the County Treasurer to accumulate contributions. The account shall

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2. Filing a petition with the county staff liaison. In the case of a village the petition must be signed by at least 30% of the citizens. In the case of a hamlet, the petition must be signed by at least 20% of the citizens. The latest U.S. census or most recent county-acknowledged data shall be used to determine if a petition meets the requirements of this section

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Deleted: B. Process. ¶

1. The hamlet or village shall hold a town hall vote on the question of dissolution from at least thirty (30) days after, but no more than fifty (50) days after, initiation of the dissolution process. ¶

2. Following a town hall vote in favor of dissolution, the BCC shall hold a public meeting on the issue. ¶

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be established according to County Treasurer protocol. Authorized requests for funds held by the county in trust for the hamlet or village shall be made in writing to the county.

- C. Imprest petty cash or bank account. A hamlet or village may maintain an imprest petty cash fund or an imprest bank account in an amount authorized by the BCC for operating expenditures, if provided in the hamlet or village bylaws. If the hamlet or village chooses to use an imprest bank account, all banking decisions must be coordinated with the County Treasurer or delegate. In addition, the County Treasurer or delegate must be an authorized signatory on the account and copies of all bank statements and reconciliations must be forwarded to the County Treasurer's office. Deposits in financial institutions must comply with all requirements of ORS Chapter 295.
 - 1. As used in this section, "imprest" means a petty cash fund or a bank account into which a fixed amount of money is placed for the purpose of making minor disbursements for small, routine operating expenses. As disbursements are made, a voucher is completed to record the date, amount, nature, and purpose of the disbursement. The total of cash and the substantiating vouchers must always equal the total fixed amount of money set aside in the imprest fund or account.
- D. County contract authority. Hamlets and villages shall not enter into contracts unless expressly authorized in writing by the BCC or its delegate. All Clackamas County contracts are subject to the Clackamas County Local Contract Review Board rules.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

2.10.110 Liability, risk management

- A. Agency status. Hamlet and village board members acting within the scope of authority granted by the organization bylaws and county policies are advisory to the BCC and shall be treated as agents of the county for claims against them for purposes of the Oregon Tort Claims Act. When acting in the capacity of a CPO, a hamlet or village board shall not be considered an agent of the county.
- B. Fund-raising activities. A hamlet or village board must obtain approval from the county Risk Manager prior to staging public fund-raising activities.
- C. Ethical standards. Directors and officers are public officials subject to the Oregon Government Ethics laws (Oregon Revised Statutes Chapter 244), and may be removed from office by the BCC if found to be in violation thereof.

[Adopted by Ord. 03-2007, 2/22/07, Amended by Ord. 03-2015, 2/19/15]

ADOPTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

10 – Ordinance No. _____



November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Portland Metropolitan Area Transportation Agreement
Agency Termination Notice

Purpose/Outcome	This is to terminate Clackamas County's IGA with the PMAT Agreement. The PMAT Agreement has been replaced by the MORE-IGA (Managing Oregon Resources Efficiently). The MORE-IGA was established in 2013 and was intended to eventually replace the PMAT Agreement.
Dollar Amount and Fiscal Impact	None
Funding Source	None
Safety Impact	None
Duration	There is no expiration on the IGA. Any party may terminate its participation by providing 30 days written notice to the other parties.
Previous Board Action/Review	Clackamas County signed its first PMAT agreement in August of 2001 and a revised version in September of 2002. The MORE-IGA was signed on June 13, 2013.
Contact Person	Randall A. Harmon, Transportation Operations Manager

BACKGROUND:

The PMAT (Portland Metropolitan Area Transportation) IGA was executed in 1996 and was an agreement for shared services between Multnomah County, the City of Gresham and ODOT. This PMAT-IGA allowed us to share equipment, materials, resources and services for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and other related activities.

The concept of having an IGA in place for shared services has grown to its current membership of 33 signing agencies throughout the state of Oregon. Because the acronym "PMAT" stands for Portland Metropolitan Area Transportation and the membership is based throughout Oregon, in February, 2013, it was decided to craft an IGA with a more statewide focus. The MORE-IGA (Managing Oregon Resources Efficiently) was the result of that decision and was planned to eventually replace the PMAT-IGA. The MORE-IGA was signed by the Board on June 13, 2013.

Page 2

Now is the appropriate time to terminate the PMAT-IGA, which will allow Clackamas County to be in line with other agencies, using only the MORE-IGA. We were requested by Don Newell, MORE-IGA coordinator to complete this termination. This termination notice has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this PMAT Agreement Agency Termination Notice.

Respectfully submitted,

Randall A. Harmon
Transportation Operations Manager
DTD Transportation Maintenance Division



M. BARBARA CARTMILL
DIRECTOR

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

November 9, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order Adopting the Vacation of Sunset Drive and River Street

Purpose/Outcomes	Vacates portions of Sunset Drive and River Street
Dollar Amount and Fiscal Impact	Application and processing fee received
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Contact	N/A
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

Sunset Drive and River Street, both Local Access Roads, were created and dedicated to the public May 15, 1893 by Friends Oregon Colony, Plat 115, situated in the northeast one quarter of Section 22, and the northwest one quarter of Section 23, T.6 S., R.1 E., W.M., The portions of Sunset Drive and River Street to be vacated were never opened and will not deprive public access to any adjoining properties. The petitioners would like to develop their property and will utilize the area in the vacated roads to accomplish that development.

The portion of Sunset Drive to be vacated is 40 feet wide, 457 feet long, the portion of River Street to be vacated is 80 feet wide, 982 feet long, this right-of-way serves no public need and is not a benefit to the traveling public.

The Petition to Vacate has been filed with the determined fee and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms that have been acknowledged by the proper authority. Clackamas County Department of Transportation Maintenance, Engineering, Planning, and Traffic Divisions, along with all local utility companies including, have been contacted and do not have any objections to this vacation. County Counsel has reviewed and approved this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of portions of Sunset Drive and River Street.

Sincerely,

Mike Bezner, PE
Assistant Director of Transportation

In the matter of the Vacation of
Portions of Sunset Drive and River
Street, Local Access Roads, situated
In Sections 22 and 23, T.6 S., R.1 E.,
WM Clackamas County, Oregon

Order No.

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.351, a petition has been filed with the determined fee and acknowledged signatures of owners of 100 percent of the affected owners of property proposed to be vacated, and a written report finding this vacation to be in the public interest from the County Road Official, M. Barbara Cartmill, Director, have been submitted in the matter of the vacation of portions of Sunset Drive and River Street, Local Access Roads, described as follows:

All those portions of Sunset Drive and River Street, Local Access Roads, situated in Section 22 and 23, T.6 S., R.1 E., WM, Clackamas County, Oregon, as more particularly described and shown on attached Exhibits "A" and "B".

IT FURTHER APPEARING that the Board having read said petition and report from the County Road Official and having determined the vacation of the above described portions of roadway to be in the public interest; and,

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

IT IS HEREBY ORDERED that the attached described portion of Sunset Drive and River Street, Local Access Roads, containing respectively, 18,288 square feet, and 76,442 square feet more or less, be vacated; and,

IT IS FURTHER ORDERED that rights for all exiting utilities within the vacated portions of Sunset Drive and River Street be reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires, or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, the rights are reserved to maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility; and,

IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this ____ day of _____, 2016

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



M. BARBARA CARTMILL
DIRECTOR

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

November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement No. 31262 with
Oregon Department of Transportation (ODOT) for the
Curve Advisory Reporting System (CARS) Partnership

Purpose/Outcomes	This agreement allows the County to use the Rieker CARS hardware and software analysis package to evaluate curve warning signs on approximately 900 miles of County roadways to reduce fatal and serious injury road departure crashes, and to comply with Federal requirements for updated and consistent curve warnings.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate (statewide): \$275,000 ODOT funds: \$125,000 Other Local Agencies (cities and counties): \$141,000 County contribution: \$9000
Funding Source	County Road Funds
Duration	Execution until completion of the project or June 30, 2019, whichever is sooner
Previous Board Action	None
Strategic Plan Alignment	1. This curve warning improvements resulting from this project will reduce fatal and serious injury crashes in Clackamas County roadways. 2. This project is consistent with County's safety action plan and Drive to Zero safety program.
Contact Person	Christian Snuffin, Project Manager 503-742-4716

BACKGROUND:

This is an intergovernmental agreement between Clackamas County and ODOT that allows the County to use ODOT-owned equipment and software (CARS) for up to three years. The cost to the County will be \$9000. County staff will use the equipment in the field to collect data on approximately 900 miles of County roadways. County staff will use the CARS software to analyze field data to determine appropriate advisory speeds on each curve, and will then develop plans to install new signs or update existing signs.

This project is needed to comply with Federal standards provided in the Manual on Uniform Traffic Control Devices (MUTCD). Consistent curve warning sign installations have been shown to reduce road departure crashes, and the project improvements are expected to reduce fatal and serious injury crashes associated with road departure crashes on County roads. The MUTCD mandates that curve warning upgrades are completed by December 31, 2019.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve the attached Intergovernmental Agreement with ODOT for the Curve Advisory Reporting System Partnership as listed in the agreement.

Respectfully submitted,

Mike Bezner
Assistant Director

**INTERGOVERNMENTAL AGREEMENT
CURVE ADVISORY REPORTING SYSTEM (CARS) PARTNERSHIP
CLACKAMAS COUNTY**

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, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government 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. The 2009 Manual of Uniform Traffic Control Devices (MUTCD) targeted high crash locations, including crashes on curves, by enhancing the curve warning signing requirements with the addition of a ball banking table and new requirements for curve warning signing and warning chevrons. ODOT commissioned the Oregon State University to perform a study which confirmed the inconsistent nature of curve warning signing in Oregon, both on state highways and local roads. MUTCD requires curve warning signing upgrades be completed by the end of 2019. In addition, Moving Ahead for Progress in the 21 Century (MAP21) increased safety funding focused on reducing fatal and serious injury crashes on all roads in the state using low cost systemic measures.
3. The Rieker Curve Advisory Reporting System (CARS) tool allows ball bank curve evaluations to be completed very efficiently and in a much safer fashion than the old ways of doing ball banking to set proper advisory speeds on curves. CARS is a much safer field data collection method and has cut field data gathering time as much as 80% as used on state highways.
4. ODOT purchased the rights to use CARS software on our state highway systems and has been successful in its use for several months. ODOT will also utilize CARS on local roadways that will require curve warning evaluations. In some cases, under the All Roads Transportation Safety (ARTS) program, ODOT Traffic Investigators may conduct the curve evaluations on local roadways, in other cases Agency or consultants may collect the data. This will greatly improve the consistency and uniformity of practice in the curve warning signing across state highways and local roadways. Under CARS software safety and efficiency will be improved since the investigator can drive the entire corridor in one direction and again in the other direction, rather than logging each curve one at a time with three (3) separate passes each in direction on each curve. In addition this expanded access would ensure consistent evaluations across jurisdictions leading to uniform signing, better meeting driver expectations and demonstrate collaboration with Local Agencies.

5. The estimated cost of purchasing the use of CARS for 15,000 miles of non-state highways and roads is \$150,000 for three (3) years and includes the cost of five (5) additional units. ODOT has negotiated a reduced price of \$10.00 per mile of road analysis, with Rieker agreeing to sell three (3) years of access to the CARS analysis package. The total cost for this effort is estimated at \$275,000. Access to CARS software expires June 2018.

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 Agency have determined that it is to their mutual benefit and to the general public's benefit if they jointly share the costs of the CARS software analysis package to evaluate approximately 900 miles of Agency's roadway, hereinafter referred to as "Project".

Agency's share of the Project will be financed with a lump sum in the amount of \$9,000 in funds available to Agency. This amount is based on the average breakout of shared usage for all participating agencies.

2. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon Project completion and final payment or June 30, 2019 whichever is sooner, unless extended by a fully executed amendment.

AGENCY OBLIGATIONS

1. Agency shall upon execution of this Agreement and receipt of a letter of request from ODOT, provide a lump sum payment of \$9,000 for the Project. ODOT will be responsible for any expenses beyond the \$9,000.
2. Agency may utilize the CARS software analysis package on approximately 900 miles of Agency's county roads that will require curve warning evaluations.
3. Agency grants ODOT the right to enter onto Agency right of way for the performance of any duties set forth in this Agreement.
4. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
5. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of its budget.

6. Agency's Project Manager for this Project is Joseph Marek, P.E., PTOE, Traffic Engineering Supervisor, 150 Beaver Creek Road, Oregon City, Oregon 97045-4302. Phone (503) 742-4705, Email: joem@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

ODOT OBLIGATIONS

1. ODOT shall, upon execution of this Agreement, forward to Agency a letter of request for the lump payment in the amount of \$9,000 for payment of its share the costs of the CARS software analysis package.
2. ODOT will be the primary technical support for all users during this Project.
3. ODOT will provide Agency access to the CARS data collection equipment for the period of time necessary for Agency to conduct data collection on approximately 900 miles of Agency's roadways.
4. ODOT will ensure that Agency has access to the Rieker CARS analysis package through June 2018.
5. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of the current biennial budget.
6. ODOT's Project Manager for this Project is Michael Kimlinger, PE, 4040 Fairview Industrial Drive SE, Salem, OR 97302, 503-986-3583, michael.j.kimlinger@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon one hundred days (120 days' notice, in writing and delivered by certified mail or in person.
2. ODOT may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If Agency 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.
 - b. If Agency fails to provide payment of its share of the cost of the Project.

Agency/ODOT
Agreement No. 31262

- c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, 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 ODOT is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. The 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, the Parties expressly agree 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 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.
5. The Parties shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs 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.
6. All employers 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. Both Parties shall ensure that each of its contractors complies with these requirements.
7. The Parties acknowledge and agree that either Party, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment (or completion of Project -- if applicable.) Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.

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 Agency 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 Agency (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 Agency in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Agency 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 Agency 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 Agency is jointly liable with ODOT (or would be if joined in the Third Party Claim), Agency 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 Agency 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 Agency 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. Agency'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.
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 constitutes 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.

SIGNATURE PAGE TO FOLLOW

Agency/ODOT
Agreement No. 31262

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.

Clackamas County, by and through its
County Commissioners

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Counsel

Date _____

Agency Contact:

Joseph Marek, P.E., PTOE, Traffic
Engineering Supervisor
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045-4302
(503) 742-4705
joem@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Technical Services Manager/Chief
Engineer

Date _____

APPROVAL RECOMMENDED

By _____

Traffic/Roadway Section Manager

Date _____

ODOT Contact:

Michael Kimlinger, PE
4040 Fairview Industrial Drive SE
Salem, OR 97302
503-986-3583
michael.j.kimlinger@odot.state.or.us



M. BARBARA CARTMILL
DIRECTOR

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

November 09, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Supplemental Project Agreement No. 31087 with
Oregon Department of Transportation for the
Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project

Purpose/Outcomes	Using Ferry Boat Discretionary Program (FBDP) funds, this agreement allows Clackamas County to proceed with design and construction of Advance Traffic Management System (ATMS) to remotely control Canby Ferry boat ramps traffic signals and all associated electronic ferry signs. In addition, some slope bank stabilization work be done for north side roadway approach.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$520,000 FBDP funds: \$341,094 County match (20% min): \$178,906
Funding Source	Ferry Boat Discretionary Program (FBDP) and County Road Funds.
Duration	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	None
Strategic Plan Alignment	This project will provide advanced traveler information to motoring public so they can safely arrive at their destination. This project will build smart infrastructure (roads and ferry) and ensure safe, healthy and secure communities.
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

BACKGROUND:

This is a supplemental project agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to construct Advanced Traffic Management System (ATMS) to remotely monitor and control Canby Ferry boat ramps traffic signals and existing advanced electronic roadway signs approaching the ferry ramps. The proposed ATMS will allow County staff and boat operators to remotely control, view, and monitor existing traffics signals at the two boat ramps and electronic signs approaching the ferry area using fiber optic network communication and CCTV surveillance cameras. In addition to ITS work, the project will complete minor road bank slope stabilization work on the northerly approach. This project will be administered by adhering to an existing Local Agency Certification Program (Certification Program) Agreement (No. 30923) with ODOT. This project will be financed mostly with FBDP funds and remaining with Local Agency match.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the FBDP Canby Ferry Bank Stabilization and ITS Project as listed in the agreement.

Respectfully submitted,

Mike Bezner
Assistant Director

**OREGON DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT NO. 31087**

**FERRY BOAT DISCRETIONARY PROGRAM
CANBY (M.J. LEE) FERRY BANK STABILIZATION AND ITS PROJECT**

CLACKAMAS COUNTY

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 "State;" and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923 ("Certification Agreement") incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency, as defined in the Certification Agreement, to administer federal-aid projects.
2. Canby (M.J. Lee) Ferry ("Ferry") connects the communities of Canby and Wilsonville across the Willamette River, located in Clackamas County. Access to the Ferry's southerly termini is on Holly Street as it exits the City of Canby. Access to the northerly termini is on Mountain Road, which provides a link to I-205 and to I-5 by way of Advance Road. These roads carry an Agency functional classification of Rural Minor Arterials and are on the National Highway System. Canby Ferry is a part of the Agency's transportation system under the jurisdiction and control of Agency.
3. The Project in this Supplemental Project Agreement is one of the required test projects Agency must perform in order to obtain conditional certification in the area of Informal consultant selection, described in Local Agency Certification Program (Certification Program) Agreement No. 30923.

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. Under such authority, State and Agency agree to Agency:
 - extending the fiber optic cable from the Agency's CBX (Computerized Branch Exchange) System on the north side of the Willamette River to the Ferry location and south to mutually agreed upon locations;
 - connecting the ferry OPEN/CLOSED electronic signs with the option for a potential connection to City of Canby offices;
 - installing up to two (2) pan/tilt/zoom cameras

- installing ferry notification signs located on Advance Road east of Stafford Road, Mountain Road south of Stafford Road, Holly Avenue north of Territorial Road, and on Territorial Road west of Highway 99E, as identified in Exhibit A, to display green "OPEN" and red "CLOSED";
- installing an electronic fare collection method; and
- enhancing the north side bank roadway approach by removing hazards and providing bank stabilization, as identified on page 2 of Exhibit A.

The above listed tasks described in this section shall be hereinafter referred to as the "Project" and include the design and engineering of the elements. The location of the Project is shown on the sketch maps attached hereto, marked "Exhibit A" and by this reference made a part hereof.

2. The total estimated cost of the Project is \$520,000, which is subject to change.
3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$341,094. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent match and any non-participating costs, including all costs in excess of the available federal funds.
4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the Agency. State shall simultaneously invoice FHWA and Agency for State's Project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 2, above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
5. a. Information required by 2 CFR 200.331(a), except for (xiii) Indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Agency with the Notice to Proceed.
b. The indirect cost rate for this project at the time the agreement is written is 79.27% and may change upon notice to State and ODOT's subsequent written approval. Agency may have other indirect cost rates for departments and or disciplines that have been approved for use by their cognizant agency and ODOT and these rates may be used on the Project, as applicable.
6. If State performs work throughout the duration of the Project, State will provide a preliminary estimate of State costs for said work to Agency. Prior to the start of each Project phase State will provide an updated estimate of State costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.
7. Agency shall perform informal consultant selection, design, advertise, bid, award the construction contract, and perform construction administration. Agency understands that this

Project is a test project for informal consultant selection and a certified project in all other phases of the Project. Agency agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 30923.

8. State will submit request for federal funding to FHWA. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at Agency expense. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project.
9. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
10. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
11. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement No. 30923.
12. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
13. State may conduct periodic inspections during the life of the Project to verify that the Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
14. This Agreement may be terminated by mutual written consent of both Parties.
15. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. 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 State is prohibited from paying for such work from the planned funding source.
16. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
17. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
18. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, 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.
19. Agency certifies and represents that the individual(s) signing this Agreement have (has) been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
20. 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.
21. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
22. State's Project Liaison for the Agreement is Mahasti V. Hastings, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8595, mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 31087

23. Agency's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor, 150 Beavercreek Road, Oregon City, OR 97045, (503) 742-4658, JHowie@co.clackamas.or.us or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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.

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key No. 19641) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY, acting by and through its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Agency Legal Counsel

Date _____

Agency Contact:

Joel Howie, Civil Engineering Supervisor
Clackamas County
150 Beavercreek Road
Oregon City, OR 97045
(503) 742-4658
JHowie@co.clackamas.or.us

State Contact:

Mahasti Hastings, Local Agency Liaison
Oregon Department of Transportation
123 NW Flanders Street
Portland, OR 97209
(503) 731-8595
Mahasti.v.hastings@odot.state.or.us

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

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Certification Program Manager

Date _____

By _____

Region 1 Manager

Date _____

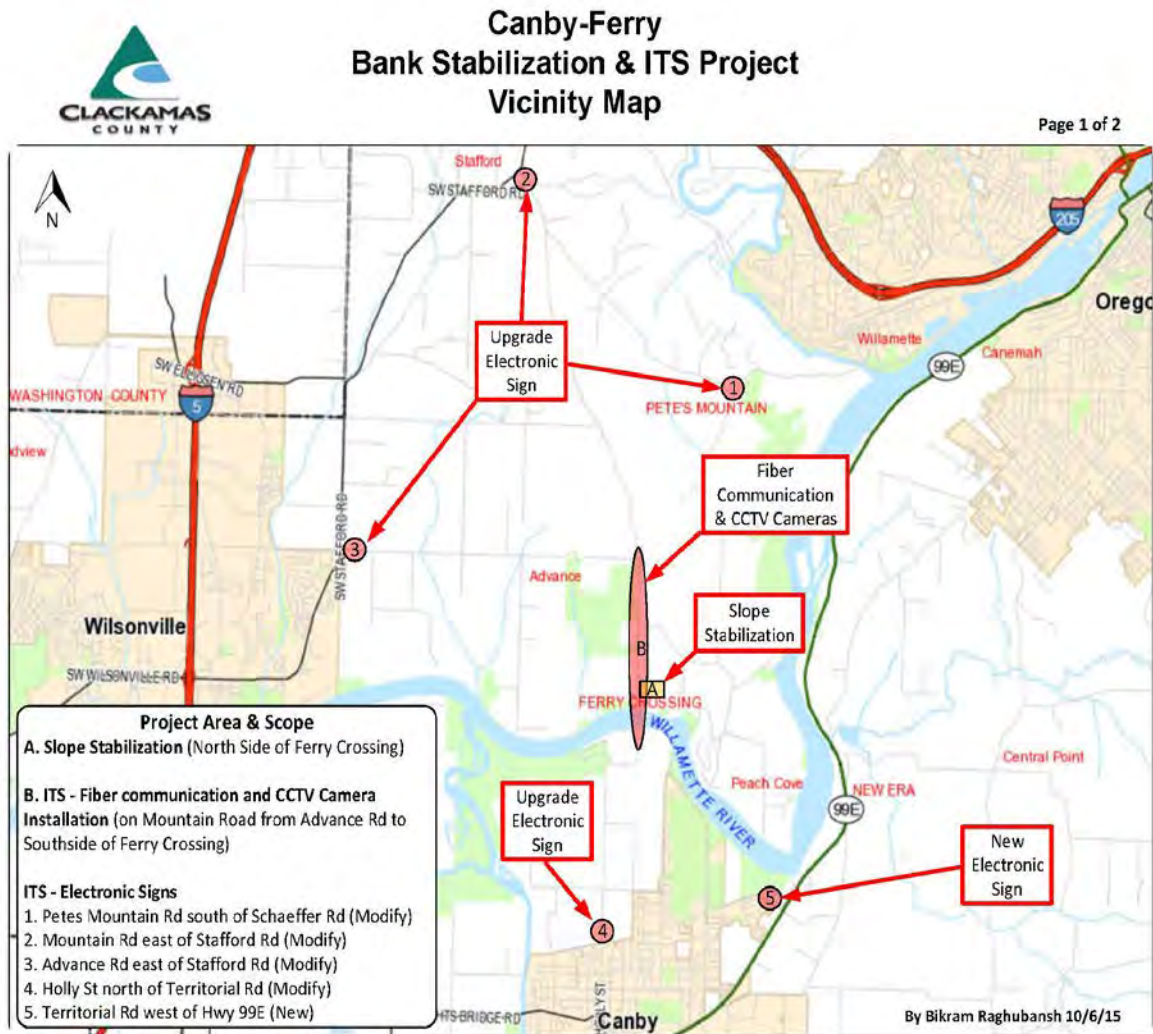
APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

Exhibit A – Project Location Map





Canby-Ferry Bank Stabilization Vicinity Map



DRAFT

Approval of Previous Business Meeting Minutes:

September 29, 2016

October 6, 2016

October 13, 2016

(draft 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 29, 2016 – 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
Housing Authority Commissioner, Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Announce the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the items.

I. HOUSING AUTHORITY DISCUSSION ITEM

1. Approval of the Memorandum of Understanding between the Housing Authority of Clackamas County, Community Development and Pedcor Investments, LLC for the Rosewood Terrace Multi-Family Housing Project
Rich Swift and Chuck Robbins, Health, Housing and Human Services and Chris Storey, County Counsel presented the staff report.

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

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing.

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

Chair Ludlow asked for a motion.

MOTION:

Commissioner Reynolds: I move we approval of the Memorandum of Understanding between the Housing Authority of Clackamas County, Community Development and Pedcor Investments, LLC for the Rosewood Terrace Multi-Family Housing Project.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Reynold: Aye.

Commissioner Savas: No.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 5-1.

II. HOUSING AUTHORITY CONSENT AGENDA

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

1. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2016-17

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Reynolds: Aye.
Chair Ludlow: Aye – the motion passes 6-0.

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

III. CITIZEN COMMUNICATION

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

1. Trish Jordan, Oregon City – Executive Director for Red Lodge Transition Services, opening up transition housing for women.
2. Skip Orsmy, Portland – safety concerns regarding upcoming Twilliger sewer project. Mike Bezner, Dept. of Transportation and Development gave background on this ODOT project.
3. Les Poole, Gladstone – Land use in Damascus area.
4. Paul Edger, Oregon City – homeless Veterans and traffic issues.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.
Commissioner Schrader: Second.
Clerk calls the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval for a Revenue Agreement with CareOregon for the Primary Care Payment Model (PCPM) Incentive Program – *Health Centers*
2. Approval of the January 2017 – December 2020 Older Americans Act Area Plan on Aging for Social Services Division Aging and Disability Services – *Social Services*
3. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services for Residents of the Chez Ami Apartments – *Behavioral Health*
4. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services at the Centerstone Crisis Clinic for the Safety Net Program – *Behavioral Health*
5. Approval of a Professional Services Agreement with Folk Time, Inc. for Peer Support Services for the Clackamas County Sheriff's Office Behavioral Health Unit – *Behavioral Health*
6. Approval of Amendment No. 2 for an Intergovernmental Agreement with the State of Oregon Department of Human Services, Office of Child Welfare Programs for Alcohol and Drug Screening to Child Welfare Parents – *Behavioral Health*
7. Approval of the Memorandum of Understanding between the Housing Authority of Clackamas County, Community Development and Pedcor Investments, LLC for the Rosewood Terrace Multi-family Housing Project – *Community Development*

B. Finance Department

1. **Resolution No. 2016-94** Eliminating Unnecessary Fund and Approve a Supplemental Budget (less than 10% and Budget Reduction) and Reorganizing Public & Government Affairs Department for Performance Clackamas
2. **Resolution No. 2016-95** Approval of a Clackamas County for Transfer of Appropriations for Fiscal Year 2016-2017
3. **Resolution No. 2016-96** Approval of a Resolution for a Clackamas County Supplemental Budget (less than 10%) for Fiscal Year 2016-17

C. Elected Officials

1. Approval of an Intergovernmental Agreement between the Clackamas County Sheriff's Office and the Oregon Department of State Police Providing User Access to OSP's Automated Biometric Identification System – ccso

D. Community Corrections

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 and Surface Water Management Agency of Clackamas County to Provide Work Crew Services

E. Public & Government Affairs

1. **Board Order No. 2016-97** Approving an Extension of the Cable Television Franchise with Comcast of Oregon II, Inc., Comcast of Tualatin Valley, Inc., and Comcast of Illinois/Ohio/Oregon, LLC.

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Service District No. 1 to Provide Work Crew Services
2. Approval of Amendment No. 1 to the Intergovernmental Agreement between Clackamas County Community Corrections and Surface Water Management of Clackamas County Provide Work Crew Services
3. Approval of an Intergovernmental Agreement between the City of Salem and the Tri-City Service District for Disposal and treatment of Wastewater Treatment Solids

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:57 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. www.clackamas.us/bcc/business.html

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, October 6, 2016 – 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 Tootie Smith
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation on Riverhealth Stewardship Grant Program
Ron Wierenga and Gail Shaloum, Water Environment Services gave the presentation regarding the Riverhealth Stewardship Grant Program
~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Bob Mahoney, Oregon City – Spoke regarding the Tri-City Service District – he would like the County to take a leadership role and to bring all partners together to resolve problems facing the district.
2. Les Poole, Gladstone – Spoke regarding the good things that Water Environment Services is doing and the Land Use Ordinances relating to marijuana.
~Board Discussion~

III. PUBLIC HEARING

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

1. Board Order No. **2016-98** Approving Boundary Change Proposal No. CL 16-008 for Annexation to Clackamas County Service District No. 1
Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the Public Hearing and asked for a motion

MOTION:

Commissioner Savas: I move we approve the Board Order for Boundary Change Proposal No. CL 16-008 for Annexation to Clackamas County Service District No. 1

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 5-0

IV. PUBLIC DISCUSSION ITEM

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

County Administration

1. Resolution No. **2016-99** Enacting a Property Tax Exemption for Surviving Spouses of Public Safety Officers Killed in the Line of Duty

Dan Chandler, County Administration presented the staff report.

~Board Discussion~

Chair Ludlow opened the Public Discussion and asked if anyone wanted to speak.

1. Chris Hoy, Chief Deputy, Clackamas County Sheriff's Office – He spoke on behalf of Sheriff Roberts, thanking the Board for taking action to support the resolution
2. George Tro, Lieutenant with the Canby Police Department – thanked the Board for supporting this resolution.

~Board Discussion~

Chair Ludlow closed the Public Discussion and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the Resolution Enacting a Property Tax Exemption for Surviving Spouses of Public Safety Officers Killed in the Line of Duty

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Smith Aye

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

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

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas : Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye

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

A. Health, Housing & Human Services

1. Approval of Amendment No. 8 for 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 – *Public Health*
2. Approval of Amendment No. 9 for 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 – *Public Health*

B. Department of Transportation & Development

1. Board Order No. **2016-100** Establishing a Restriction on Thru Truck Traffic on Salmonberry Drive
2. Approval of a Materials Management Grant Contract with the Oregon Department of Environmental Quality for Improved Food Donation Capacity at the Clackamas Service Center

C. Finance Department

1. Approval of Amendment No. 4 of Contract Documents for Janitorial Services for Clackamas County Facilities with TWW, Inc., dba Tualatin Valley Workshop, Inc

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

E. County Counsel

1. Approval of Ground Lease with Clackamas County Vector Control District

F. Business & Community Services

1. Approval of Amendment No. 2 to the Contract with Summit Strategies Government Affairs, LLC. for Federal Representation Services Relating to the Willamette Falls Legacy Project - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:08 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. www.clackamas.us/bcc/business.html

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, October 13, 2016 – 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 Tootie Smith
Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Citizen Communication was taken before the presentation.

I. PRESENTATION

1. Presentation Regarding Earthquake Preparedness and the Clackamas County Shake-Out Drill
Jay Wilson, Disaster Management presented the staff report.
~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding the gas tax.
 2. Steve Cinianello, spoke regarding limiting marijuana processing in rural areas.
- ~Board Discussion~

III. PUBLIC HEARINGS

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 10 public hearings.

SERVICE DISTRICT NO. 5 (Street Lighting)

(Wendi Coryell, Department of Transportation & Development, presented the following 10 Assessment Areas together, including a PowerPoint presentation.

1. **Board Order No. 2016-101** Forming a One Lot Assessment Area within Clackamas Service District No. 5, Assessment Area 20-14, Autumn Garden 70 Unit Assisted Living Facility
2. **Board Order No. 2016-102** Forming a 24-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 41-15, Christilla Valley 24-Lot Subdivision
3. **Board Order No. 2016-103** Forming a 50-Assessment Area within Clackamas County Service District No. 5, Assessment Area 47-15, Fox Glen 50-Lot Subdivision
4. **Board Order No. 2016-104** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 56-15, Three Lot Partition
5. **Board Order No. 2016-105** Forming a 31-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 62-15, Eagle Loft Estates 31-Lot Subdivision

6. **Board Order No. 2016-106** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 63-15, Three Lot Partition
7. **Board Order No. 2016-107** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 64-15, Three Lot Partition
8. **Board Order No. 2016-108** Forming a 6-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 15-16, Oakmont 6-Lot Subdivision
9. **Board Order No. 2016-109** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 28-16, Three Lot Partition
10. **Board Order No. 2016-110** Forming a Three Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 31-16, Three Lot Partition

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak on any of the 10 Assessment Areas, seeing none he closed the public hearing and asked for a motion.

MOTION:

- Commissioner Savas: I move we approve the board orders for the 10 assessment areas within Clackamas County Services District No. 5 as presented today.
- Commissioner Smith: Second.
- Clerk calls the poll.
- Commissioner Bernard: Aye.
- Commissioner Smith: Aye.
- Commissioner Schrader: Aye.
- Commissioner Savas: Aye.
- Chair Ludlow: Aye - the motion passes 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. 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 approve the consent agenda.
- Commissioner Schrader: Second.
- Clerk calls the poll.
- Commissioner Smith: Aye.
- Commissioner Schrader: Aye.
- Commissioner Savas: Aye.
- Commissioner Bernard: Aye.
- Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Agency Services Contract with ColumbiaCare Services, Inc. for Rental Assistance Services – *Behavioral Health*
2. Approval of Intergovernmental Revenue Agreement with Oregon Dept. of Education, Early Learning Division for Preschool Promise Start Up and Capacity Building – *Children, Youth & Families*
3. Approval to apply for the Service Area Competition (SAC), Section 330 Grant with Health Resources and Services Administration (HRSA) to Continue Providing Services as a Federally Qualified Health Center (FQHC) – *Health Centers*

4. Approval of the Proposed 2017-2021 Assessment of Fair Housing Plan - *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Updated Intergovernmental Agreement with the City of Portland for the Master Recycler Training & Program
2. Acceptance of Oregon the Department of Transportation Grant to Update the Clackamas County Transportation Safety Action Plan
3. Acceptance of the Oregon Department of Transportation, Transportation Safety Division (ODOT-TSD) Grant to Support the Safe Communities Program

C. Elected Officials

1. **Resolution No. 2016-111** Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District– *Justice Court*

D. Public & Government Affairs

1. **Board Order No. 2016-112** In the Matter of an Extension of the Cable Television Franchise with Government Camp Cable, Inc., an Oregon Partnership
2. Approval of Amendment #1 to Contract with Summit Strategies Government Affairs, LLC, for Federal Representation Services - *Procurement*

E. Business & Community Services

1. Approval of an Intergovernmental Agreement with Clackamas County Parks and Clackamas County Service District #1 for Environmental Laboratory Services

V. DEVELOPMENT AGENCY

1. Approval to Proceed with the Public Review Process for a Substantial Amendment to the Clackamas Town Center Urban Renewal Plan

VI. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of an Intergovernmental Agreement with Clackamas County and Clackamas County Service District #1 for Water Quality Monitoring Services

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED 10:57 AM

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Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the
City of Portland Bureau of Police and Clackamas County Sheriff's Office for
The Regional Automated Property Information Database (RAPID)

Purpose/Outcome	This Intergovernmental Agreement covers use of RAPID, a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis, including stolen and lost article data held by Oregon State Police (OSP), specifically OSP's Law Enforcement Data System (LEDS), the Federal Bureau of Investigations (FBI) National Crime Information Center (NCIC) and Washington State Police (WSP), specifically WSP's Washington Crime Information Center (WACIC).
Dollar Amount and Fiscal Impact	The stated rate is \$1,250 per 50,000 population. The NET amount (as of 07/01/16) is a five year cost of \$28,950.00.
Funding Source	Operation funds (216) and Investigations department (1621)
Safety Impact	This collaboration provides CCSO access to state, interstate (Washington) and national stolen and lost article data allowing CCSO to expedite applicable investigations.
Duration	July 1, 2016 through June 30, 2021, and may be renewed by Amendment for up to an additional five years for a total term of ten years.
Previous Board Action/Review	Previously executed said User Agreement effective July 1, 2011. This would supersede any previous Agreement.
Contact Person	Matt Ellington, Undersheriff - office (503) 785-5003

BACKGROUND:

This Intergovernmental Agreement is initiated by the City of Portland, Bureau of Police and covers use of RAPID, a cooperative multi-agency, multi-jurisdictional effort to share information regarding pawn and secondhand store transactions on a regional basis, including stolen and lost article data held by OSP-specifically LEDS, the FBI - NCIC and WSP, specifically WACIC, allowing CCSO important information access on cases. The effective period is from July 1, 2016 through June 30, 2021, and may be renewed by Amendment for up to an additional five years.

RECOMMENDATION:

Staff recommends the Board approve and sign this agreement for use of the RAPID database.

Respectfully submitted,

Craig Roberts, Sheriff

"Working Together to Make a Difference"



BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

11/9/16

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the purchase of Public Safety Hardware and Software from
CenturyLink Communications LLC

Purpose/Outcomes	Acquisition of a new 911 telephone system
Dollar Amount and Fiscal Impact	Purchase cost is \$387,315. This includes 3 years of system maintenance and support from CenturyLink
Funding Source	Oregon Emergency Management funds these systems directly through the 911 tax that is collected on wireless and wireline phone systems.
Duration	Estimated life cycle of 3-5 years
Previous Board Action	Not applicable
Strategic Plan Alignment	Not applicable at this time, though receipt of 911 phone calls is tied directly to the core services of a 911 agency
Contact Person	Bob Cozzie, CCOM Director, 503-723-4875
Contract No.	N/A

BACKGROUND:

Clackamas County 911 is in the process of phasing out aging, end of life, phone equipment to receive 911 calls. The aging phone equipment has been in place for at least the past 10 years and is beyond its end of life and capability to upgrade the existing hardware.

Local 911 agencies are able to procure one of two phone systems that are available through the Local Exchange Carrier (LEC) which is CenturyLink who contracts directly with the two providers (Airbus and West) for phone systems for 911 agencies throughout the state of Oregon.

CCOM reviewed both systems through an extensive interview, site visit process and reference check process. We selected Airbus' VESTA phone product for the following reasons:

- Transfer capabilities;
- Ease of transition and training due to remaining with the same company;
- Service expectations (availability of trained technicians in the local area); and
- Customer service referrals and recommendations.

Notice of a sole source procurement was issued September 5, 2016. No comments regarding purchase of the system were received by the due date and time of September 13, 2016 1:00 PM.

This purchase cost is \$357,453.75 which includes hardware and system installation. A maintenance agreement is included for 3 years at a cost of \$29,861.25 and system maintenance for 3 years. This would give an estimated, full lifecycle investment of approximately \$387,315 when the equipment reaches its 3 year lifespan.

The equipment will be purchased from CenturyLink Communications LLC utilizing the funds directly released from the Oregon Emergency Management 911 tax funds. There is no fiscal impact to CCOM's budget for this project as OEM will pay CenturyLink directly for this project.

This contract has been reviewed as to form by County Counsel.

RECOMMENDATION:

Staff respectfully recommends Board approval of the contract to purchase Public Safety Hardware and Software from CenturyLink Communications LLC. Staff further recommends the Board delegate authority to the Communications Director to sign agreements necessary in the performance of this purchase and ongoing maintenance.

Respectfully submitted,

Bob Cozzie, Director
CCOM



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and Oregon Metro to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Oregon Metro.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$10,000 in revenue to support the Community Service program.
Funding Source	Oregon Metro.
Duration	Effective once signed and terminates June 30, 2017.
Previous Board Action	None.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Jenna Morrison, Director - Community Corrections 503-655-8866

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Oregon Metro. Crews consisting of a minimum of four offenders perform landscaping and cleanup for approximately six hour per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$400 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2017 and allows for two additional one (1) year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement to provide work service crews to Oregon Metro.

Respectfully submitted,

Captain Jenna Morrison, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
OREGON METRO**

This Intergovernmental Agreement (“Agreement”) is entered into by and between **Clackamas County** (“COUNTY”), a political subdivision of the State of Oregon, and **Oregon Metro** (“METRO”), a metropolitan service district formed under Oregon Revised Statutes 268, for the provision public services and land use planning having metropolitan significance. This Agreement is authorized pursuant to ORS 190.110.

1. **Effective Date and Duration.** This Agreement shall become effective upon completion of the signatures below. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2017 (“Expiration Date”). This Agreement may be renewed for two (2) additional one (1) year agreements, unless otherwise terminated by the parties pursuant to Section 9 below. This Agreement may be otherwise extended by mutual written agreement of the parties at any time prior to its Expiration Date.

2. **Statement of Work.**
 - A. METRO agrees to:
 - i. Identify Work Crew projects, such as litter patrol and pick up, trail repair and maintenance, and landscape maintenance at METRO property as METRO may select in Clackamas County.
 - ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and possible tool requirements to COUNTY.

 - B. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew will be a minimum of twenty-four (24) per work day.
 - iii. Provide all basic tools to perform assigned scope of work. If special tools are necessary, they shall be provided by METRO.

 - C. No Work Crew provided under this agreement shall be required to clean up any dump site when known or suspected hazardous materials are present.

 - D. In the event the Work Crew discovers known or suspected hazardous materials at any work site, the Work Crew Supervisor shall immediately cease the activities until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

- E. **Independent Contractor Status.** The COUNTY is engaged under this agreement as an independent contractor. The COUNTY, its employees and members of the Work Crews are not employees of METRO and are not eligible for any benefits through METRO.
- F. **Personnel.** The COUNTY may assign such personnel as it deems necessary to do the work or services to be rendered under this agreement.
- 3. **Consideration.** METRO agrees to pay \$400 per day for the services outlined in Section 2. B.
- 4. **Schedule of Performance.** The delivery schedule for the provision of these services is described in section 2. A. ii., and 2. B. ii. above.
- 5. **Project Site.** Sites as selected by METRO in Clackamas County as described in Section 2. A. i.
- 6. **Project Managers; Notice.** Each party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. To be effective, any notice required to be given under this Agreement may be given by personal delivery to the address below or may be sent by certified mail, return receipt requested and if sent via certified mail return receipt requested such notice will be deemed delivered three (3) business days after postmark. Notice may also be given by overnight delivery service, effective upon receipt of such delivery.

Oregon Metro

Monty Woods
Parks Operations Supervisor
Parks & Nature
Metro
PO Box 40
Fairview, OR 97024
(971) 337-6401

Clackamas County Service District No. 1

Ryan Brown
Community Service Coordinator
Clackamas County Sheriff's Office
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

- 7. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
- 8. **Payment.**
 - A. Within the first week following the last working day of each calendar month in which work is performed of behalf of METRO, COUNTY shall submit an itemized invoice to METRO for reimbursement of services performed, which shall include a description of the project and COUNTY contract number and the allocation of costs.
 - B. METRO shall pay all invoices within 30 days.

9. **Termination.**
- A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
 - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice for any reason. METRO shall be responsible for any costs of Work done on its behalf prior to the effective date of the termination.
 - C. Either party may terminate this Agreement in the event of a breach by the other party. However, prior to such termination, the party seeking termination shall give the other party written notice of the party's intent to terminate. If the breaching party has not cured the breach within 10 days or a longer period as granted in the cure notice, the party seeking compliance may terminate this Agreement.
11. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation and limitation through fiscal year 2016-2017. Both parties understand and agree that payment of amounts under this Agreement attributable to Work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority. 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 therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
12. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
13. **Access to Records.** Both parties, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
14. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this agreement 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 agreement; 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.
15. **Compliance with Applicable Law.** Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Both party's performance under this Agreement is conditioned upon either parties compliance with the provisions of the Oregon Revised Statutes, including but not limited to ORS 279A, B, and C, which are incorporated by relevant reference herein.
16. **No Third Party Beneficiary.** The COUNTY and METRO are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

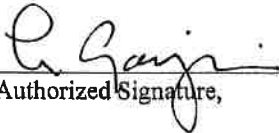
17. **Indemnification.** Within the limits of the Oregon Tort Claims Act, each party agrees to indemnify and defend the other and its elected officials, officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its elected officials, officers, employees, agents, subcontractors or representatives.
18. **Merger Clause.** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **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.
19. **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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Oregon Metro

600 NE Grand Ave.
Portland, OR 97232
971-337-6401



Authorized Signature,

10.17.2016

Date


**Clackamas County Board of County
Commissioners**

Chair

Date

Recording Secretary

Approved as to Form:



County Counsel 10/26/16



EVELYN MINOR-LAWRENCE
DIRECTOR

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

November 9, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approve Amendments to Clackamas
County's Providence Health Plan Documents**

Purpose/Outcomes	Make changes to the County's Providence Health Plans.
Dollar Amount and Fiscal Impact	The total 2016 fiscal impact for all plans is estimated at \$1,136,387; the Providence Health Plans represent a portion of this cost.
Funding Source	County departments, employees, and retirees.
Duration	Effective January 1, 2016 until further amended
Previous Board Action	The changes received preliminary approval from the Board of County Commissioners at an October 27, 2015 study session.
Strategic Plan Alignment	Building public trust through good government. Also aligns with departmental benefits planning goals.
Contact Person	Kristi Durham, 503-742-5470

BACKGROUND:

Preliminary renewal rates for Clackamas County's self-insured Providence Health Plans were 9.1%. The Benefits Review Committee worked diligently on plan design changes to reduce the increases to 6% for the Personal Option and 5.6% for the Open Option. The Board of County Commissioners approved the amendments to the Providence Health Plans in study session on October 27, 2015.

RECOMMENDATION:

Staff respectfully recommends the Board approve the amendments to Clackamas County's self-insured Providence Health Plans. Your favorable consideration is requested.

Respectfully submitted,

Kristi Durham, Benefits Manager



CLACKAMAS COUNTY GENERAL COUNTY EMPLOYEES
OPEN OPTION PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County's self-funded Employee Health Benefit Plan, Clackamas County General County Employees Open Option Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2016.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY EARLY RETIREE-COBRA PARTICIPANTS-
TEMPORARY EMPLOYEES
OPEN OPTION PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Early Retiree-COBRA-Temporary Employees Open Option Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2016.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION
PERSONAL OPTION GRANDFATHERED PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Peace Officers Association Personal Option Grandfathered Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2016.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION
OPEN OPTION GRANDFATHERED PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Peace Officers Association Open Option Grandfathered Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2016.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY PEACE OFFICERS ASSOCIATION
OPEN OPTION GRANDFATHERED PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County self-funded Employee Health Benefit Plan, Clackamas County Peace Officers Association Open Option Grandfathered Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2016.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____



CLACKAMAS COUNTY GENERAL COUNTY EMPLOYEES
PERSONAL OPTION PLAN

SUMMARY PLAN DESCRIPTION

**ADOPTION OF THE SUMMARY PLAN DESCRIPTION
AS THE PLAN DOCUMENT**

Adoption

On the date shown, below, the Plan Sponsor hereby adopts this Summary Plan Description and the Benefit Summaries, Endorsements and amendments which are incorporated by reference, as the Plan Document of the Clackamas County's self-funded Employee Health Benefit Plan, Clackamas County General County Employee Personal Option Plan. This document replaces any and all prior statements of the Plan benefits which are described herein.

Purpose of the Plan

The purpose of the Plan is to provide certain benefits for Clackamas County's Eligible Employees and Eligible Family Dependents. Those benefits are described in this Summary Plan Description.

Conformity with Law

If any provision of this Plan is contrary to any law to which it is subject, such provision is hereby amended to conform to such law.

Acceptance of the Plan Document

IN WITNESS WHEREOF, the Plan Sponsor has caused this Plan Document and Summary Plan Description to be executed, effective as of January 1, 2016.

By: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Plan Changes for Clackamas County from 1/2015 to 1/2016

Applies to Non-Grandfathered General County renewing 1/1/2016

Clackamas County General County 2016

	1/2015	1/2016	Type of Change
EPO Network Name Change	EPO Network	Providence Signature Network	Network name change only
Protected Health Information (PHI)	Administered but not stated.	Added language to the SPD to reaffirm members must provide authorization for PHI to be released to appointed representatives and employers.	PHP change for clarification purposes only
Travel Expense Reimbursement for Non-transplant Related Services	No benefit.	<p>Adding a \$1,500 calendar year limited benefit. Services must be covered and are subject to prior authorization and medical necessity.</p> <p>If a member is unable to locate a participating provider within 50 miles of home, the plan will reimburse travel expenses to the nearest participating provider within 300 miles. Reimbursement is based on the federal medical mileage reimbursement rate in effect on the date of service.</p> <p>Transplant services continue to include a separate limited \$5,000 lifetime travel expense benefit.</p>	<p>PHP change</p> <p>Optional but recommended</p>
Prior Authorization List Updated	Not applicable.	<p>Services added to the Prior Authorization list:</p> <ol style="list-style-type: none"> Travel expense reimbursement Echocardiography services 	<p>PHP change</p> <p>Mandatory</p>
Prescription Drug Benefit – multi-use or unit-of-use container copayment	Administered but not stated.	Language was added to the SPD and benefit summary to clarify that multiple copayments may be applied to these types of drugs, depending on the medication and the number of days supplied.	PHP change for clarification purposes only

**Non-preventive
Colonoscopies
for Members Age 50+**

Covered in full regardless of diagnosis when provided by in-network providers.

Non-preventive - Covered under outpatient services as referenced on the benefit summary.

Preventive - Covered in full when provided by in-network providers.

Colonoscopies for members under age 50 continue to be covered under outpatient services.

PHP
change

Optional

Draft-Pending Approval



EVELYN MINOR-LAWRENCE
DIRECTOR

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

November 9, 2016

Board of County Commissioners

Clackamas County
Members of the Board:

**Approve an Addendum to the Administrative Services
Agreement between Clackamas County and Providence Health Plan**

Purpose/Outcomes	Approval of this addendum to the Providence Health Plan Administrative Services Agreement updates charges and changes for claims administration and related medical plan services for the County's self-insured medical benefits.
Dollar Amount and Fiscal Impact	See Exhibit B: Service Fees
Funding Source	Operating budgets of County departments into the Benefits Self-Insurance Fund 760,
Duration	Effective January 1, 2016 until further amended
Previous Board Action	N/A
Strategic Plan Alignment	Building public trust through good government. Also aligns with departmental benefit planning goals.
Contact Person	Laurel Butman, 503-655-8893

BACKGROUND:

In 2014, the Board of County Commissioners approved self-funding the medical plans insured with Providence Health Plan and entering into an Administrative Services Agreement with Providence for claims administration and related medical plan services. The proposed addendum to that Agreement updates charge and service changes for the 2016 Plan year.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff respectfully recommends the Board approve this amendment to the Administrative Services Agreement with Providence Health Plan. Your favorable consideration is requested.

Respectfully submitted,

Kristi Durham, Benefits Manager

THIS ADDENDUM NO. 1 TO THE ADMINISTRATIVE SERVICES AGREEMENT (“**Addendum**”) is entered into as of January 1, 2016, by and between Clackamas County (“**Plan Sponsor**”), and Providence Health Plan (“**Providence**”). Plan Sponsor and Providence are sometimes referred to in this Addendum as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. Plan Sponsor and Providence entered into that certain Administrative Services Agreement dated on or around January 1, 2015 (“**Services Agreement**”).

B. The Parties wish to amend the Services Agreement as set forth herein.

ADDENDUM

THE PARTIES AGREE AS FOLLOWS:

1. **Revised Exhibit B.** Exhibit B to the Services Agreement is amended and replaced in its entirety with the revised Exhibit B, attached hereto as Schedule 1.

Capitalized Terms: All capitalized terms in this Addendum shall have the same meaning given to such terms in the Services Agreement unless otherwise specified in this Addendum.

Continuation of Services Agreement: Except as specifically amended pursuant to the foregoing, the Services Agreement shall continue in full force and effect in accordance with the terms in existence as of the date of this Addendum. After the date of this Addendum, any reference to the Services Agreement shall mean the Services Agreement as amended by this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

By: **Providence Health Plan**
Signature: _____
Name: Michael White
Title: Chief Operating Officer
Date: _____

By: **Clackamas County**
Signature: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

EXHIBIT B: SERVICE FEES

This Exhibit B lists the service fees you must pay us for our services under the Services Agreement for the period of: January 1, 2016 through December 31, 2016.

Core Package of Services

Note: PEPM means Per Employee Per Month

Medical Claims Administration	\$25.28 PEPM
Pharmacy Claims Administration / Management	\$4.94 PEPM (0% of rebates retained by Providence)
Providence ASO Network	\$7.72 PEPM
SPD Printing and Distribution	At Our cost

Optional Services

Benefits Administration:

Medical, Case and Disease Management	\$8.39 PEPM
MHCD with Administration, Utilization Management and Network Services by PBH	\$4.56 PEPM
Fiduciary Fee	Included
Terminal Claims Processing	3 X Fees (one-time fee)
Custom Reporting	\$175/hr (minimum charge of \$350)
Miscellaneous Consulting	\$175/hr (minimum charge of \$350)

Ancillary Services:

Alternative Care/Chiropractic Care Administration & Network (ASH Network; PHP processing)	\$2.05 PEPM
Health Coaching – 12 Sessions	\$1.90 PEPM
Diagnostic Imaging Services	No additional fee
Prov RN (not available to CA residents)	No additional fee
Life Balance	No additional fee
HIPAA Administration (HIPAA Cert upon request)	No additional charge
Tru Vision & Tru Hearing (available only in OR and SWWA)	No additional charge
Affinity (available only in OR and SWWA)	No additional charge



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Goods and Services Contract between
the Tri-City Service District and Metro Presort, Inc.
for the Provision of New Utility Billing Printing and Mailing Services

Purpose/Outcomes	To approve a contract for the purchase, installation, training and support for new utility billing system printing and mailing services to better serve the Tri-City Service District customers.
Dollar Amount and Fiscal Impact	Contract maximum value is not-to-exceed \$87.50 per fiscal year, with a total Contract amount (including Clackamas County Service District No. 1 and the Surface Water Management Agency of Clackamas County) not-to-exceed \$875,000.
Funding Source	Tri-City Service District Operating Funds. No General Funds impacted.
Duration	Effective upon signature to June 30, 2021, with option for two (2) additional two (2) year renewals
Previous Board Action	None
Strategic Plan Alignment	1. Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance and Administration Manager, (503) 742-4564
Contract No.	N/A

BACKGROUND:

The current utility billing printing and mailing services system being used by the Tri-City Service District (“District”) was implemented July 3, 2008. The District determined it was in its best interest to put the contract out for competitive bid.

On July 27, 2016 the District publicly advertised for proposals, through the Procurement Division, for a utility billing printing and mailing service provider.

Within the due date and time, seven (7) proposals were received: four (4) within the state of Oregon and the remaining three (3) outside Oregon. The four (4) in-state proposals were evaluated by a District evaluation team. It was determined that Metro Presort, Inc. scored the highest.

The term of this Contract is from contract execution through June 30, 2021. The annual compensation for this is less than the previous vendor. The cumulative not-to-exceed value of the contract is \$875,000. The vast majority of this amount constitutes reimbursing postage at actual cost.

The Contract was reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends that the Clackamas County Board of County Commissioners, acting as the governing body of the Tri-City Service District, approve the Goods and Services Contract between Metro Presort, Inc. and the Tri-City Service District for provision of Utility Billing Printing and Mailing Services, and that the Director of Water Environment Services be given the authority to execute the contract without further Board action.

Respectfully submitted,

Gregory Geist
Director

Placed on the _____ agenda by the Procurement Department.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **November 9, 2016**, this contract with Metro Presort, Inc. for **Utility Billing Printing and Mailing Services**. These services were requested by Greg Geist, WES Director and were publicly advertised in accordance with ORS 279. Seven proposal responses were received: Metro Presort, Inc. Moonlight BPO, InfoSend, Inc., Databar, Inc., Wright Imaging, Questmark and Encore Graphics, Inc. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. Metro Presort, Inc. was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$175,000.00 per County fiscal year, \$875,000.00 for the first contract term. The contract term is from contract execution through June 30, 2021, with the option for two (2) additional two (2) year renewals. This contract has been reviewed and approved by County Counsel. Funds for these services are budgeted by Water Environment Services on behalf of the Tri-City Service District, a political subdivision of the State of Oregon.

Respectfully Submitted,

Kim A. Cook
Procurement Staff



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Goods and Services Contract between
Clackamas County Service District No. 1 and Metro Presort, Inc.
for the Provision of New Utility Billing Printing and Mailing Services

Purpose/Outcomes	To approve a contract for the purchase, installation, training and support for new utility billing system printing and mailing services to better serve Clackamas County Service District No. 1 customers.
Dollar Amount and Fiscal Impact	Contract maximum value is not-to-exceed \$170,275 per fiscal year, with a total Contract amount (including the Tri-City Service District and the Surface Water Management Agency of Clackamas County) not-to-exceed \$875,000.
Funding Source	Clackamas County Service District No. 1 Operating Funds. No General Funds impacted.
Duration	Effective upon signature to June 30, 2021, with option for two (2) additional two (2) year renewals
Previous Board Action	None
Strategic Plan Alignment	1. Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance and Administration Manager, (503) 742-4564
Contract No.	N/A

BACKGROUND:

The current utility billing printing and mailing services system being used by Clackamas County Service District No. 1 (“District”) was implemented July 3, 2008. The District determined it was in its best interest to put the contract out for competitive bid.

On July 27, 2016 the District publicly advertised for proposals, through the Procurement Division, for a utility billing printing and mailing service provider.

Within the due date and time, seven (7) proposals were received: four (4) within the state of Oregon and the remaining three (3) outside Oregon. The four (4) in-state proposals were evaluated by a District evaluation team. It was determined that Metro Presort, Inc. scored the highest.

The term of this Contract is from contract execution through June 30, 2021. The annual compensation for this is less than the previous vendor. The cumulative not-to-exceed value of the contract is \$875,000. The vast majority of this amount constitutes reimbursing postage at actual cost.

The Contract was reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends that the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, approve the Goods and Services Contract between Metro Presort, Inc. and Clackamas County Service District No. 1 for provision of Utility Billing Printing and Mailing Services, and that the Director of Water Environment Services be given the authority to execute the contract without further Board action.

Respectfully submitted,

Gregory Geist
Director

Placed on the _____ agenda by the Procurement Department.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **November 9, 2016**, this contract with Metro Presort, Inc. for **Utility Billing Printing and Mailing Services**. These services were requested by Greg Geist, WES Director and were publicly advertised in accordance with ORS 279. Seven proposal responses were received: Metro Presort, Inc. Moonlight BPO, InfoSend, Inc., Databar, Inc., Wright Imaging, Questmark and Encore Graphics, Inc. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. Metro Presort, Inc. was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$175,000.00 per County fiscal year, \$875,000.00 for the first contract term. The contract term is from contract execution through June 30, 2021, with the option for two (2) additional two (2) year renewals. This contract has been reviewed and approved by County Counsel. Funds for these services are budgeted by Water Environment Services on behalf of Clackamas County Service District No. 1, a political subdivision of the State of Oregon.

Respectfully Submitted,

Kim A. Cook
Procurement Staff



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Goods and Services Contract between
the Surface Water Management Agency of Clackamas County and Metro Presort, Inc.
for the Provision of New Utility Billing Printing and Mailing Services

Purpose/Outcomes	To approve a contract for the purchase, installation, training and support for new utility billing system printing and mailing services to better serve Surface Water Management Agency of Clackamas County customers.
Dollar Amount and Fiscal Impact	Contract maximum value is not-to-exceed \$4,638 per fiscal year, with a total Contract amount (including Clackamas County Service District No. 1 and the Tri-City Service District) not-to-exceed \$875,000.
Funding Source	Surface Water Management Agency of Clackamas County Operating Funds. No General Funds impacted.
Duration	Effective upon signature to June 30, 2021, with option for two (2) additional two (2) year renewals
Previous Board Action	None
Strategic Plan Alignment	1. Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance and Administration Manager, (503) 742-4564
Contract No.	N/A

BACKGROUND:

The current utility billing printing and mailing services system being used by the Surface Water Management Agency of Clackamas County (“District”) was implemented July 3, 2008. The District determined it was in its best interest to put the contract out for competitive bid.

On July 27, 2016 the District publicly advertised for proposals, through the Procurement Division, for a utility billing printing and mailing service provider.

Within the due date and time, seven (7) proposals were received: four (4) within the state of Oregon and the remaining three (3) outside Oregon. The four (4) in-state proposals were evaluated by a District evaluation team. It was determined that Metro Presort, Inc. scored the highest.

The term of this Contract is from contract execution through June 30, 2021. The annual compensation for this is less than the previous vendor. The cumulative not-to-exceed value of the contract is \$875,000. The vast majority of this amount constitutes reimbursing postage at actual cost.

The Contract was reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends that the Clackamas County Board of County Commissioners, acting as the governing body of the Surface Water Management Agency of Clackamas County, approve the Goods and Services Contract between Metro Presort, Inc. and the Surface Water Management Agency of Clackamas County for provision of Utility Billing Printing and Mailing Services, and that the Director of Water Environment Services be given the authority to execute the contract without further Board action.

Respectfully submitted,

Gregory Geist
Director

Placed on the _____ agenda by the Procurement Department.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **November 9, 2016**, this contract with Metro Presort, Inc. for **Utility Billing Printing and Mailing Services**. These services were requested by Greg Geist, WES Director and were publicly advertised in accordance with ORS 279. Seven proposal responses were received: Metro Presort, Inc. Moonlight BPO, InfoSend, Inc., Databar, Inc., Wright Imaging, Questmark and Encore Graphics, Inc. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. Metro Presort, Inc. was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$175,000.00 per County fiscal year, \$875,000.00 for the first contract term. The contract term is from contract execution through June 30, 2021, with the option for two (2) additional two (2) year renewals. This contract has been reviewed and approved by County Counsel. Funds for these services are budgeted by Water Environment Services on behalf of the Surface Water Management Agency of Clackamas County, a political subdivision of the State of Oregon.

Respectfully Submitted,

Kim A. Cook
Procurement Staff



Gregory L. Geist
Director

November 9, 2016

Board of County Commissioners
Clackamas County acting as the
Governing Body of the Tri-City Service District

Members of the Board:

Resolution of Tri-City Service District to Contribute Assets
to the Water Environment Services Partnership

Purpose/Outcomes	Resolution Adoption allowing contribution of assets to newly-formed Water Environment Services partnership
Dollar Amount and Fiscal Impact	None.
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	Formation of Water Environment Services partnership during Policy Session 110316
Strategic Plan Alignment	Build strong infrastructure. Ensure safe, healthy and secure communities. Honor, utilize, promote and invest in our natural resources. Grow a vibrant economy.
Contact Person	Greg Geist, WES Director – 503-742-4560 Chris Storey, Assistant County Counsel- 503-742-4623

BACKGROUND

Tri-City Service District (“TCSD”) entered into that certain Intergovernmental Partnership Agreement (the “Agreement”) dated November 3rd, 2016 by and between TCSD and Clackamas County Service District No. 1 to form Water Environment Services, an Oregon Revised Statute Chapter 190 partnership (“WES”) in support of joint operations.

Section 1.03 of the Agreement requires TCSD to contribute its assets to WES as soon as reasonably possible to effectuate the purposes of that Agreement. The attached resolution is consistent with that commitment and would allow contribution of all facilities, assets, real property, tangible or intangible, jointly or singly held, monetary or regulatory, partial or whole or of any other nature whatsoever, to WES.

RECOMMENDATION

The staff recommends the adoption of the attached resolution authorizing contribution of TCSD’s assets per the Agreement, and authorizing the District Administrator and/or District Director to sign all documents necessary to effectuate the purpose of the resolution.

Respectfully submitted.

Gregory Geist, Director

A Resolution Authorizing the
Contribution of Assets to the
Water Environment Services Partnership

Resolution No.

WHEREAS, this matter comes before the Board of County Commissioners, acting as the governing body of the Tri-City Service District ("District"), at this time; and

It further appearing that this Board approved formation of Water Environment Services, a Oregon Revised Statutes 190 partnership ("WES") on November 3rd, 2016 pursuant to that certain Intergovernmental Partnership Agreement dated the same date (the "Agreement"); and

It further appearing that pursuant to the Agreement that the District is required to contribute assets to WES as soon as reasonably possible;

NOW, THEREFORE, IT IS HEREBY RESOLVED that all facilities, assets, real property, tangible or intangible, jointly or singly held, monetary or regulatory, partial or whole or of any other nature whatsoever shall be contributed to Water Environment Services.

AND RESOLVED, FURTHER, that the District Administrator and/or District Director are authorized to take any and all subsequent actions and execute any documents, deeds, bills of sale, filings, regulatory forms or any other agreement necessary to effectuate the same.

DATED this 9th day of November, 2016.

**BOARD OF COUNTY COMMISSIONERS
AS THE GOVERNING BODY OF THE
TRI-CITY SERVICE DISTRICT**

Chair

Recording Secretary