

**BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, May 21, 2020 – 10:00 AM**

**Virtual Meeting via Zoom**

**This meeting was virtual**

**PRESENT:** Chair Jim Bernard  
 Commissioner Sonya Fischer  
 Commissioner Ken Humberston  
 Commissioner Paul Savas  
 Commissioner Martha Schrader  
 Housing Authority Commissioner Ann Leenstra

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Bernard:

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

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

Nancy Bush, Disaster Mgmt. gave a COVID-19 update.

Gary Schmidt stated the following item was approved and signed in accordance with Clackamas County [Emergency Declaration 2020-14](#) due to the COVID-19 Public Health Emergency.

DEPARTMENT	ITEM
Health, Housing & Human Services (H3S) Approval of Agreement with CareOregon Inc., for COVID-19 Stabilization Funding Approved by BCC during Work Session Issues on 5-19-2020.	The Clackamas Health Centers, Health, Housing and Human Services Department requests the approval of an Agreement with CareOregon, Inc., for stabilization funding due to the COVID-19 response. The funding will ensure continuity of dental services to dental patients and provide financial stability during the COVID-19 epidemic due to temporary delay and decrease in normal volumes of patients. <a href="#">Staff Report 1.pdf</a>

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item, he introduced Housing Authority Commissioner Ann Leenstra.

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval to Execute Multiple Lease Agreements between Housing Authority of Clackamas County and Service Providers that Operate Special Needs Housing - HACC

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

**MOTION:**

Commissioner Leenstra: I move we approve the Housing Authority Consent Agenda.

Commissioner Humberston: Second.

Clerk call the poll:

Commissioner Leenstra: Aye.

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 6-0.

Chair Bernard announced the Board would adjourn as the Housing Authority Board and Reconvene as the Board of County Commissioners for the next item.

**II. PUBLIC HEARINGS**

1. Second Reading of Ordinance No. 04-2020 Amending Clackamas County Code Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency, *1<sup>st</sup> reading 4-30-2020*

Andrew Narus, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

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

**MOTION:**

Commissioner Humberston: I move we adopt Ordinance 04-2020 Amending Clackamas County Code Chapter 2.05.200 – Layoff and Seniority of the Personnel Policies and Procedures for Clackamas County Employees and Declaring an Emergency.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

Chair Bernard announced the Board will recess as the Board of County Commissioners and convene as North Clackamas Park and Recreation District next items.

**NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

2. **Resolution No. 2020-36** Authorization to use the Request for Proposals Method to Obtain a Construction Manager/General Contractor for the Milwaukie Bay Park Project  
Ryan Rice, Procurement and Heather Koch, NCPRD presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Savas: We approve the Resolution Authorizing the Request for Proposal Method to Obtain a Construction Manager/General Contractor for the Milwaukie Bay Park Project.

Commissioner Humberston: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

**III. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA**

1. Approval of Amendment No. 2 to the Interagency Agreement between North Clackamas Parks and Recreation District and Health, Housing and Human Services Social Services Division for Service at the Milwaukie Center

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

**MOTION:**

Commissioner Humberston: I move we approve the NCPRD Consent Agenda.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

Chair Bernard announced the Board would adjourn as North Clackamas Parks and Recreation District and Reconvene as the Board of County Commissioners for the remainder of the meeting.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Humberston: I move we approve the Consent Agenda.

Commissioner Schrader: Second.

Clerk call the poll:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

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

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

1. Approval to Apply for a Comprehensive Opioid, Stimulant, and Substance Abuse Site-Based Program Grant (COSSAP) – *H3S Admin*
2. Approval of a Federal Subrecipient Grant Agreement with AntFarm, Inc to Provide Youth Prevention Coordination for Rural Clackamas County in Sandy and Estacada - *CFCC*
3. Approval of Amendment No. 1 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to Administer COVID-19 Rental Relief Program Funds

**B. Department of Transportation & Development**

1. Approval of a Contract with Eagle-Elsner, Inc. for the Highland Paving Package - *Procurement*

**C. Elected Officials**

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

**D. Department of Human Resources**

1. Approval of Contract between Clackamas County, Department of Human Resources and Navia Benefit Solutions, Inc. for Flexible Spending Account (FSA) Services - *Procurement*

**E. Business & Community Services**

1. Approval of Local Grant Agreement between Clackamas County and Micro Enterprise Services of Oregon (MESO) for MESO to Provide Technical Assistance to Businesses, and a Small Grants Program on behalf of Clackamas County in an Effort to Support the Local Business Community Impacted by the COVID-19 Pandemic (*this item was removed from 5-14-2020 meeting for further staff review*)

**V. WATER ENVIRONMENT SERVICES**

1. Approval of a Contract Amendment No. 4 with James W. Fowler Company for the Tri-City Water Resource Recovery Facility (WRRF) Solids Handling Improvements Project - *Procurement*

**VI. CITIZEN COMMUNICATION**

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

1. Bill Osborn, Gladstone, via zoom – Candidate for Commissioner – hopes parks open soon, and asked about MS Young Park being used for homeless.

Chair Bernard stated that Mary S Young Park has been removed from the plan.

2. Darren Gunter, via email – more food programs for the hungry.

Chair Bernard stated we have a grant program that will be used for food for the hungry.

3. Lori Kimmel, Beavercreek – via email – the County took too long to hire contact tracers.

**VII. COUNTY ADMINISTRATOR UPDATE**

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

**VIII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:20 AM**



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

August 6, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an Intergovernmental Agreement (IGA) with Washington County, Oregon for Maintenance of the Clackamas County Sheriff's Office Motors Unit Motorcycles

<b>Purpose/Outcome</b>	The Clackamas County Sheriff's Office is in need of a new vendor to service the BMW motorcycles used by the Motors Unit. Washington County is able to meet this need, as proposed, in this Intergovernmental agreement (IGA)
<b>Dollar Amount and Fiscal Impact</b>	Funds are currently budgeted within the Sheriff's Office budget
<b>Funding Source</b>	The funds will come from the Sheriff's approved FY 2020-21 Fleet Budget
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The agreement period is July 1, 2020 – June 30, 2023
<b>Previous Board Action/Review</b>	This is a new request made of the Board of County Commissioners
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li><i>Date of Counsel review: 07/27/2020</i></li> <li><i>Initials of County Counsel performing review: AN</i></li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li><i>Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/></i></li> <li><i>If no, provide brief explanation: N/A</i></li> </ol>
<b>Contact Person</b>	Nancy Artmann, Sheriff's Finance Manager – <a href="mailto:nartmann@clackamas.us">nartmann@clackamas.us</a>
<b>Contract No.</b>	N/A

## BACKGROUND:

Approval of this Intergovernmental agreement will provide the Sheriff's Office with a solution for maintenance of the Motors Unit BMW motorcycles by certified technicians. Service will be conducted according to the agreed upon schedule, terms and prices listed in the IGA.

## RECOMMENDATION:

Staff recommends that the Board of County Commissioners approves the Sheriff's Office to enter into this Intergovernmental agreement and authorizes the Sheriff's Office Fleet Manager and Traffic Sergeant or Lieutenant to administer the agreement.

Respectfully submitted,

Craig Roberts,  
Sheriff

*"Working Together to Make a Difference"*



## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Clackamas County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2020, or upon final signature, whichever is later.  
The expiration date is: June 30, 2023; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination on the grounds of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, or disability.
- 4) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 5) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 6) This Agreement may be terminated, with or without cause and at any time, by a party by providing thirty (30) days written notice of intent to the other party(s).
- 7) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 8) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 9) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.
- 10) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

## ATTACHMENT A

### **Intergovernmental Agreement by and between Washington County, Oregon and Clackamas County, Oregon Statement of Work/Schedule/Payment Term**

#### 1) Description of services

- a. Washington County, Oregon Fleet Services Division shall perform preventative maintenance and repair services to BMW Police Motorcycles owned and operated by Clackamas County Sheriff's Office or Cities contracting services with Clackamas County.
- b. Said services shall be conducted at Washington County's Fleet services building located at 1400 SW Walnut Street, Hillsboro, Oregon 97123-5625. Hours of operation for Washington County certified BMW mechanics are Monday through Thursday 7am to 5pm. Mechanic's hours of operation are subject to change. Hours of drop off or pick up for Clackamas County can occur Monday through Friday 6:30am to 5pm.
- c. Clackamas County or designee shall be responsible for movement of vehicles to and from Washington County Fleet Services site.
- d. Washington County shall contact Clackamas County Sheriff's Office Fleet Manager or their designee to receive authorization to perform services prior to commencing work or in the event of unexpected repairs determined during the service.
- e. Washington County shall perform services as recommended by BMW and as outlined in the attached Preventive Maintenance A Service or B Service task lists.
- f. Washington County shall maintain a secure and dry location outside, undercover to store a spare Clackamas County BMW Motorcycle to be used as a loaner vehicle during service.
- g. Washington County shall allow reasonable access to the Fleet facility during hours of operation for drop off and pick up of Clackamas County vehicles.
- h. Washington County agrees to use factory BMW parts or equivalent on all repairs or services. Any deviation from this shall be approved by Clackamas County Fleet Manager or their designee in advance of performing services.
- i. Repairs to Clackamas County vehicles shall be conducted by a certified BMW technician.
- j. Washington County agrees to install tires provided by Clackamas County. When the inventory of tires is depleted Clackamas County agrees to purchase tires from Washington County Fleet.
- k. Such service requirements may be amended from time to time by Clackamas County and provided to Washington County.
- l. Washington County may, at the request of Clackamas County and upon mutual agreement, provide other repair services.
- m. Clackamas County shall provide to Washington County a list of vehicles to be maintained under this agreement. Clackamas County may add or remove vehicles from this list by sending written notice to the Washington County Fleet Manager and Fleet Maintenance Supervisor of the change by US Mail or Electronic Mail.
- n. The following person, or their designee, have authority to administer the agreement
  - i. Clackamas County Sheriff's Office Fleet Manager and/or their designee
  - ii. Clackamas County Sheriff's Office Traffic Sergeant or Traffic Lieutenant

#### 2) Rates and Charges

- a. Service Worker labor shall be billed at the rate of **\$105** per hour.
- b. Mechanic labor shall be billed ta the rate of **\$125** per hour.

**ATTACHMENT A**

**Intergovernmental Agreement by and between Washington County, Oregon and Clackamas County, Oregon  
Statement of Work/Schedule/Payment Term**

- c. Parts markup shall be applied to applicable parts purchased, based upon the actual cost of the part purchased by Washington County Fleet Services plus **33%** markup.
- d. Commercial vendor markup shall be applicable to vendor services, based upon the actual cost paid by Washington County Fleet Services plus **15%**.
- e. The above rates and markups are set for the fiscal year beginning July 1, 2020 and ending June 30, 2021. Rate and markups are re-established each fiscal year.
- f. Total amount of this agreement will not exceed \$100,000.

3) **Reporting and Billing Process and Payment Terms**

- a. Washington County shall, on a monthly basis, invoice Clackamas County Sheriff's Office for all services rendered during the month. The invoice shall be sent via email to the Clackamas County Sheriff's Office Finance Division at [CCSOFinance@co.clackamas.or.us](mailto:CCSOFinance@co.clackamas.or.us) and the Clackamas County Fleet Services Manager, Daniel Steeves, at [danste@clackamas.us](mailto:danste@clackamas.us)
- b. The invoice will provide total cost of services performed for each Clackamas County vehicle/unit identified by license plate and VIN number. The invoice will be accompanied by a copy of the corresponding Work Order for each Clackamas County vehicle/unit detailing the task, labor hours, parts and/or commercial charges for each Clackamas County vehicle/unit.
- c. Payment to Washington County for services rendered shall be made 30 days from the invoice date.

4) **A Services**

Preventive Maintenance SERVICE A – 6,000 Miles
CHANGE ENGINE OIL AND FILTER
CHECK CHARGE STATE OF SECOND BATTERY
CHECK FRONT AND REAR AXLE NUTS
CHECK MOVEMENT AND TORQUE OF SIDE STAND AND CENTER STAND
CHECK REAR SWING ARM FOR WATER INTRUSION
CHECK EXHAUST SYSTEM FOR LEAKS/MOUNTING
CHECK TIRES FOR WEAR/PROPER INFLATION-CHECK IN-SERVICE DATE
PERFORM FUNCTION TEST/CHECK ENGINE START SUPPRESSION
RESET SERVICE DUE 6K OR 12 MONTHS
CHECK FREEDOM OF MOVEMENT OF BOWDEN CABLES (2013 ONLY)
CHECK THROTTLE BELL CRANK FOR CRACKS (2013 ONLY)
BRAKE INSPECTION

5) **B Services**

Preventive Maintenance SERVICE B – 12,000 Miles
CHANGE ENGINE OIL AND FILTER
CHANGE REAR DRIVE OIL (Every 12K miles or Two years)
CHECK CHARGE STATE OF SECOND BATTERY



**ATTACHMENT A**

**Intergovernmental Agreement by and between Washington County, Oregon and Clackamas County, Oregon  
Statement of Work/Schedule/Payment Term**

CHECK FRONT AND REAR AXLE NUTS
CHECK MOVEMENT AND TORQUE OF SIDE STAND AND CENTER STAND
CHECK REAR SWING ARM FOR WATER INTRUSION
CHECK EXHAUST SYSTEM FOR LEAKS/MOUNTING
CHECK TIRES FOR WEAR/PROPER INFLATION-CHECK IN-SERVICE DATE
PERFORM FUNCTION TEST/CHECK ENGINE START SUPPRESSION
CHECK THROTTLE BELL CRANK FOR CRACKS (2013 ONLY)
RESET SERVICE DUE 6K OR 12 MONTHS
CHECK FREEDOM OF MOVEMENT OF BOWDEN CABLES (2013 ONLY)
CHANGE GEAR BOX OIL (2013 ONLY)
CHANGE AIR FILTER
REPLACE ALTERNATOR BELT (2013 ONLY)
CHECK VALVES AND ADJUST AS NEEDED
BRAKE INSPECTION

- 6) Brake Fluid Flush every 2 years
  
- 7) Engine coolant replaced 4 years from in service date

- 11) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 12) 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.
- 13) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- 14) If federal grant or other specialty funds are used to fund this IGA, then the provisions of Attachment \_\_\_\_\_ are required and shall be met by the recipient of federal grant funds through this IGA.

Applicable                       Not applicable

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**Clackamas County**

\_\_\_\_\_ Jurisdiction

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Signatory Printed Name

\_\_\_\_\_ Title

Address: \_\_\_\_\_

**WASHINGTON COUNTY**

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Date

\_\_\_\_\_ Signatory Printed Title

Address: \_\_\_\_\_