



# AGENDA

**Thursday, May 22, 2014 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2014-44

**I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation of the Certificate of State Accreditation for the Clackamas County Sheriff's Office (Sheriff Craig Roberts)

**III. 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.)*

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

- 2 1. Second Reading of Ordinance No.02-2014 Amending Chapter 6.06 Park Rules of the Clackamas County Code and Declaring an Emergency (Kathleen Rastetter, County Counsel and Rick Gruen, County Parks)
- 3 2. Board Order No. \_\_\_\_\_ Public Hearing Regarding Rose Villa's Request to issue Private Activity Bonds (Chris Storey, County Counsel)

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

**~NO DISCUSSION ITEMS SCHEDULED**

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

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

- 4 1. Approval to Apply to the Oregon Department of Education, Youth Development Council for the Youth and Community Grant for PreventNet Services – *Children, Youth & Families*

**B. Elected Officials**

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

**C. Department of Employee Services**

- 6 1. Approval of an Intergovernmental Agreement with Portland State University, Mark O. Hatfield School of Government for the Oregon Fellows Program

**VII. SERVICE DISTRICT NO. 5 (Street Lighting)**

- 7 1. Approval of Bylaws for the Clackamas County Service District No. 5

**VIII. COUNTY ADMINISTRATOR UPDATE**

**IX. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

May 22, 2014

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation of the  
Certificate of State Accreditation for the Clackamas County Sheriff's Office

<b>Purpose/Outcomes</b>	Presentation from the Executive Director of the Oregon Accreditation Alliance (OAA) the Certificate of State Accreditation to the Clackamas County Sheriff's Office.
<b>Dollar Amount/Fiscal Impact</b>	N/A.
<b>Funding Source</b>	N/A.
<b>Safety Impact</b>	N/A.
<b>Duration</b>	In order to maintain accredited status, the Sheriff's Office must provide annual documentation of continued compliance and undergo an onsite assessment every three years.
<b>Previous Board Action</b>	
<b>Contact Person</b>	Undersheriff Matt Ellington, (503)785-5003 and Andy Gale, Sheriff's Policy Analyst, (503) 785-5014.

## BACKGROUND:

The Oregon Accreditation Alliance exists to improve the quality of law enforcement agencies in the State of Oregon and ultimately the quality of services provided to the citizens of this state.

Under the direction and authority of the Oregon Association of Chiefs of Police, the Oregon State Sheriff's Association, and the Association of Public Safety Communications Officials, the Oregon Accreditation Alliance mutually supports and endorses the continued improvement of law enforcement and emergency communications services by establishing professional standards of accountability, management, and operations.

**"Working Together to Make a Difference"**

Included in this desire to achieve State Accreditation was the determination to examine numerous policies and procedures that had governed the office for the past 12 years. The Sheriff's Office embarked upon a major re-examination of all its policies and procedures. Supported by a strong conviction of senior leadership to make this change, the Sheriff's Office established a principle based approach to law enforcement: the separation of agency-wide policies from various operational procedures, and setting the conditions for success to achieve and maintain State Accreditation.

It was determined in the early stage of development of the new written policies and procedures that any change should be closely correlated with the 102 professional standards established by the Oregon Accreditation Alliance, thereby facilitating compliance. With the support from the County, the Peace Officers Association and all Sheriff's Office employees, the Sheriff's Office was able to accomplish within two years that which would normally require four years of concentrated resources.

The Clackamas County Sheriff's Office submitted to an on-site assessment and written directive examination of compliance with all applicable law enforcement standards on December 10<sup>th</sup> and 11<sup>th</sup>, 2013. On recommendation from the Oregon Accreditation Alliance Board and following Oregon State Sheriff's Association Executive Committee approval, the Clackamas County Sheriff's Office was awarded Oregon State Accreditation on January 31<sup>st</sup>, 2014.

**RECOMMENDATION:**

Recognition of the Certificate of State Accreditation from Mr. Ed Boyd, Executive Director, Oregon Accreditation Alliance to the Clackamas County Sheriff's Office.

Sincerely,

A handwritten signature in cursive script that reads "Craig Roberts". The signature is written in black ink and has a long horizontal line extending to the right from the end of the name.

Craig Roberts, Sheriff

# Oregon Accreditation Alliance



*Be it hereby known that the*

## Clackamas County Sheriff's Office Sheriff Craig Roberts

*Having fully demonstrated its voluntary commitment to law enforcement excellence  
By living up to a body of standards, deemed essential to the protection of the  
life, health, safety and rights of the citizens it serves, and having exemplified the best  
professional practices in the conduct of its responsibilities is hereby, upon the recommendation  
of the members of the Oregon Accreditation Alliance Board, awarded this*

## Certificate of State Accreditation

*Effective on the 31st January, 2014 and is recognized as a  
State accredited law enforcement agency for a period of three years*

A handwritten signature in black ink, appearing to read "Jason Myers".

Jason Myers  
President  
Oregon State Sheriffs Association

A handwritten signature in black ink, appearing to read "Edward Boyd".

Ed Boyd  
Executive Director  
Oregon Accreditation Alliance



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**OFFICE OF COUNTY COUNSEL**

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

May 22, 2014

**Stephen L. Madkour**  
 County Counsel

Board of County Commissioner  
 Clackamas County

**Kimberley Ybarra**  
**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
 Assistants

Members of the Board:

Second Reading of an Ordinance Amending Chapter 6.06 Park Rules of the  
 Clackamas County Code and Declaring an Emergency

<b>Purpose/Outcomes</b>	<p>The Parks ordinance was reviewed and amended in August, 2013 as part of the revisions to the alcohol policy. At that time, we did not realize there were inconsistencies in portions of the code regarding due dates of fines and/or notifications of contested citations. The proposed changes will provide consistency.</p> <p>In addition, we want to shorten the reservation and cancellation notification times under the Park Rules. Park's newer online computer reservation system allows for more real time tracking/updating which would give park patrons greater flexibility to reserve or cancel campsite/picnic reservations with this amendment change.</p>
<b>Dollar Amount and Fiscal Impact</b>	None.
<b>Funding Source</b>	No new funding
<b>Safety Impact</b>	None.
<b>Duration</b>	Effective immediately upon passage, indefinitely unless repealed earlier by the board.
<b>Previous Board Action</b>	As noted above the code was amended in August, 2013. The current proposed amendments make these provisions consistent with the alcohol policy and online reservation capabilities. First reading of the ordinance took place on May 8, 2014.

<b>Contact Person</b>	Kathleen J. Rastetter, Sr. Legal Counsel and Rick Gruen, County Parks Manager
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**RECOMMENDATION:**

Staff recommends the Board of County Commissioners complete the second reading of the ordinance and adopt it.

Respectfully submitted,



Kathleen J. Rastetter  
Sr. Legal Counsel

## ORDINANCE NO. 02-2014

### An Ordinance Amending Chapter 6.06 Park Rules of the Clackamas County Code and Declaring an Emergency

WHEREAS the Board of Commissioners of Clackamas County previously amended the parks provisions in the Clackamas County Code regarding the alcohol policy and changes are needed to make the dates consistent with those prior changes, and .

WHEREAS we want to shorten the reservation and cancelation time periods under the Park Rules to better serve the public; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Subsections 6.06.040(A), (B) and (C) of the Clackamas County Code is hereby amended to read as follows:

#### **6.06.040 Reservations And Check In/Out Times**

- A. Reservations for camping and picnicking must be made a minimum of ~~two (2) weeks~~ 3 days in advance. The Division reserves the right to cancel any reservation, without notification, that has not been paid as per contract.
- B. Reservations for picnic shelters and areas may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first. Cancellations must be made at least ~~three (3) two (2) weeks~~ prior to the reserved date in order for the deposit to be refunded.
- C. Reservations for campsites may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first. Cancellations or reductions in the number of reserved campsites must be made at least ~~three (3) two (2) weeks~~ prior to the reserved date in order for the deposit to be refunded.

**Section 2:** Subsection 6.06.060(D) of the Clackamas County Code is hereby amended to read as follows:

#### **6.06.060 Enforcement and Penalties**

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- D. Upon receiving a citation under this chapter, the cited person may:
  - 1. Within 420 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the



amount of the fine(s) indicated on the citation; forfeiture may be made by mail but must be actually received by the Sheriff within 4420 days from the date of the citation; or

2. Within 4420 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 4420 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer, ~~The Hearings Officer~~ who shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall mail notice to the cited person and the issuer of the citation of the hearing date, time and place within 15 days of the Sheriff's Office receipt of the denial of bail. ~~notify the; notification of the hearing date, time and place shall be mailed within 15 days of the Sheriff's Office receipt of the denial and bail.~~

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 4420 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

### Section 3: Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 22nd day of May, 2014

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary



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**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
County Counsel

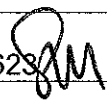
May 22, 2014

Board of County Commissioners  
Clackamas County

**Kimberley Ybarra**  
**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
Assistants

Members of the Board:

Public Hearing And Order Regarding Approval to Allow Rose Villa to Issue Revenue Bonds in an Amount Not to Exceed \$65,000,000

<b>Purpose/Outcomes</b>	Public Hearing & Order allowing Rose Villa to issue bonds
<b>Dollar Amount and Fiscal Impact</b>	None. The County in no way will be obligated to pay, support, guarantee or otherwise be responsible for the debt.
<b>Funding Source</b>	Not Applicable
<b>Safety Impact</b>	None
<b>Duration</b>	One time approval is the only involvement
<b>Previous Board Action</b>	Study session discussion on April 22, 2014 and May 6, 2014
<b>Contact Person</b>	Marc Gonzales, Finance Director 503 742 5405 Chris Storey, Assistant County Counsel 503 742 4623 
<b>Contract No.</b>	N/A

**BACKGROUND**

Rose Villa, an Oregon nonprofit corporation ("Rose Villa") has for several decades owned and operated a retirement community in unincorporated Clackamas County. Rose Villa desires to issue debt to support renovation and improvements of their current facility. This is allowed under existing tax law if certain procedures are followed. First, Rose Villa must partner with a Public Finance Authority to issue the debt, which has been arranged by Rose Villa. Second, the Internal Revenue Code of 1986's Section 147(f) requires elected officials having jurisdiction over where Rose Villa operates -- in this case, the Board of County Commissioners -- must approve the issuance of the debt. This is done after appropriate notice is published at least 14 days in advance and a public hearing is held on the subject. A draft order allowing the same is attached hereto.

The hearing and granting approval to allow the issuance of the bonds to go forward is the entire extent of the County's involvement in the proposed debt issuance. The amount borrowed will not be a debt of the County, no taxes will be

paid in support of the debt, and no guarantee or assurance or any credit-enhancing activity is being offered. If the Board votes to allow the issuance of the debt, it will be the sole responsibility of Rose Villa. If the Board votes against allowing the issuance, Rose Villa will not be able to issue the debt as currently contemplated.

#### **RECOMMENDATION**

Staff recommends the Board hold a public hearing on the subject, weigh the evidence presented thereby, and make a determination on whether or not to allow Rose Villa to issue the debt as planned. If the Board makes that determination, it would adopt the draft order attached hereto to effectuate the same.

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

In the matter of approving the issuance of Revenue Bonds (Rose Villa Project), Series 2014 in an aggregate principal amount not exceeding \$65,000,000 issued by the Public Finance Authority.



ORDER NO. \_\_\_\_\_  
(Page 1 of 2)

It appearing before the Board of County Commissioners of Clackamas County, Oregon (the "Board") that a Public Finance Authority based in the state of Wisconsin (the "Issuer") has received a request from Rose Villa, a nonprofit corporation duly organized and validly existing under the laws of the State of Oregon (the "Borrower") to issue revenue bonds, pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, in one or more series (the "Bonds"), in an aggregate principal amount not exceeding \$65,000,000;

The principal of and interest on the Bonds will not constitute a debt of the County, nor shall the Bonds be payable from a tax of any nature levied upon any property within the County, nor within any other political subdivision of the State of Oregon. The Bonds will be payable only from revenues and resources provided or arranged by the Borrower pledged to the payment of the Bonds and any credit enhancement arranged for the Borrower.

The proceeds of the Bonds are expected to be used to finance costs of the following projects (collectively, the "Projects"): (i) capital construction, development, remodeling and renovation, and acquisition and installation of equipment, for the Borrower's continuing care retirement facilities located at 13505 SE River Road, Portland, Oregon 97222, within the boundaries of unincorporated Clackamas County, Oregon (the "County"); and (ii) paying capitalized interest and certain costs of issuance of the Bonds, including funding one or more debt service reserve funds, if necessary.

The Internal Revenue Code of 1986, as amended (the "Code") authorizes the issuance of revenue bonds for a "qualified 501(c)(3) entity," such as the Borrower.

Section 147(f) of the Code requires that qualified 501(c)(3) bonds be approved by the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, and the Board of the County are the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects being financed with the proceeds of the Bonds are located.

On the date of this Order, the Board conducted a public hearing, adequate notice of this hearing having been published pursuant to Section 147(f) of the Code, to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds. The Board finds that it is appropriate to approve the issuance of the Bonds pursuant to the requirements of Section 147(f) of the Code.

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

In the matter of approving the issuance of Revenue Bonds (Rose Villa Project), Series 2014 in an aggregate principal amount not exceeding \$65,000,000 issued by the Public Finance Authority.



ORDER NO. \_\_\_\_\_  
(Page 2 of 2)

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

- (1) As the applicable elected representatives of the governmental unit having jurisdiction over the area in which the Projects are located, and having concluded that a public hearing was validly held to provide a reasonable opportunity for members of the public to express their views regarding the issuance of the Bonds and the uses and purposes of the proceeds of the Bonds, the Board approves of the issuance of the Bonds by the Issuer in an aggregate principal amount not to exceed \$65,000,000; and
- (2) This Order is effective immediately upon passage.

DATED this 22<sup>nd</sup> day of May 2014.

**BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, OREGON**

\_\_\_\_\_

Chair

\_\_\_\_\_

Recording Secretary

May 22, 2014

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval to Apply for the Youth and Community Grant from the Oregon Department of Education – Youth Development Council

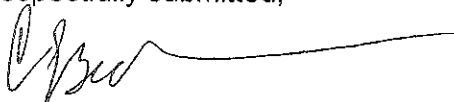
<b>Purpose/Outcomes</b>	To provide school-based PreventNet services that support youth educational success, career success, and reduced involvement in youth crime and violence.
<b>Dollar Amount and Fiscal Impact</b>	Total amount being applied for is \$565,000. Funds will primarily be used for service delivery and a small portion to cover administrative costs. There is no match requirement with this grant.
<b>Funding Source</b>	Funding to cover this agreement originates from Oregon Department of Education through its Oregon Youth Development Division. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	This agreement is effective July 1, 2014 and terminates June 30, 2015.
<b>Previous Board Action</b>	This grant will allow continuation of PreventNet services currently provided.
<b>Contact Person</b>	Rodney A. Cook
<b>Contract No.</b>	N/A

**BACKGROUND:** The Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S), requests approval to apply to the Oregon Department of Education - Youth Development Council for the Youth and Community Grant for PreventNet Services to assist existing efforts in improving education and workforce success for youth who are disconnected from, or at risk of disconnecting from the education system and labor market.

This grant application is being submitted in collaboration with the Juvenile Department, Workforce Investment Council, Behavioral Health, Oregon Department of Human Services, Clackamas Public Health, Local School Districts and Local Community Providers

**RECOMMENDATION:** Staff recommends the Board approval of this request to apply and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

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Approval of Previous Business Meeting Minutes:

May 1, 2014

(minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, May 1, 2014 - 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

**EXCUSED: Commissioner Jim Bernard**

### **I. CALL TO ORDER**

- Roll Call

Commissioner Bernard is attending an AOC conference and will not be in attendance today.

- Pledge of Allegiance

### **II. CITIZEN COMMUNICATION**

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

1. Kay Baker, Rhododendron – Hoodland Women's Center Community Center and Park.
2. Mark Meek, Gladstone – Sycamore Lane Therapeutic Equestrian Center Planning Process
3. Les Poole, Gladstone – Blue Heron, Campaign Signage, Light Rail and Sunrise Corridor matters.
4. Nancy Hall, Happy Valley – Eagle Landing Development.

The Board will convene as the Clackamas County Service District No. 5 Board for the Public Hearing item.

### **III. PUBLIC HEARINGS**

#### **SERVICE DISTRICT NO. 5 – STREET LIGHTING**

Wendi Coryell, Service District No. 5 presented all 7 Assessment Areas.

1. Board Order No. **2014-34** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-13, Tri-Plex
2. Board Order No. **2014-35** Forming a 9 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 05-13, Cavalier Meadows Subdivision
3. Board Order No. **2014-36** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 09-13, Orthodontist Office Building
4. Board Order No. **2014-37** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 18-13, Dutch Brothers Coffee Drive-Thru Restaurant
5. Board Order No. **2014-38** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 22-13, Charley's Produce Warehouse – 159 Stall Parking Lot



6. Board Order No. **2014-39** Forming a 3 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 23-13, Kassab Three Lot Partition

7. Board Order No. **2014-40** Forming a 1 Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 01-14, 23 Stall Parking Lot

Chair Ludlow opened the public hearing and stated there is one person signed up to speak.

1. Les Poole, Gladstone – Spoke in support of Street Lighting.

Chair Ludlow Closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Savas: I move we approve the Board Orders for the 7 Assessment Areas within Clackamas County Service District No. 5 as Presented Today.

Commissioner Schrader: Second

Clerk calls the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye

Chair Ludlow: Aye - the motion passes 4-0.

The Board will adjourn as the Clackamas County Service District No. 5 Board and convene as the Board of County Commissioners for the remainder of the meeting.

**IV. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

**V. CONSENT AGENDA**

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

**MOTION:**

Commissioner Smith: I move we approve the Consent Agenda.

Commissioner Schrader: Second

Clerk calls the poll:

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye

Chair Ludlow: Aye - the motion passes 4-0

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

1. Approval of the Housing and Community Development 2014 Action Plan – *Housing & Community Development*

2. Approval of Amendment No. 2 to Professional, Technical, and Consultant Service Contract with Resource Connections of Oregon to Provide Fiscal Mediator Services for Persons with Developmental Disabilities – *Social Services*

3. Approval of a Renewal Intergovernmental Agreement with the Oregon Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) to Support the Volunteer Connection's SHIBA Program in Providing Information, Counseling and Assistance to Seniors and Other Medicare Recipients on Health Insurance Matters - *Social Services*

4. Approval of Intergovernmental Agreement with Multnomah County Dept. of Human Services, Aging & Disability Services Division to Support Clackamas County Social Services Division as the Regional Coordinator of the Oregon Money Management Program (OMMP) for the Metro Aging & Disabilities Resource Connection Consortium - *Social Services*

**B. Department of Transportation & Development**

1. Approval of a Contract with Jeff Kersey, Inc. for the Henrici Road Stormwater Improvement Project - *Purchasing*

**C. Elected Officials**

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

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**ADJOURNED – 11:00 AM**

**Note:** At the April 30, 2014 Board of County Commissioners Land Use Hearing the following Board Orders were approved:

- 2014-28** – In the Matter of Removing the Historic Designation for the Coy C and Wave Organ House.
- 2014-29** – In the Matter of Designating the Isbell Rupert House a Clackamas County Historic Landmark.
- 2014-30** – In the Matter of Enlarging the Historic Landmark Designation for the Bull Run School.
- 2014-31** – In the Matter of Reducing the Historic Landmark Designation for the Bull Run Power Plant.
- 2014-32** – In the Matter of Designating the PGE Day park a Clackamas County Historic Landmark
- 2014-33** – In the Matter of Designating the Bull Run Historic District.



NANCY DRURY  
DIRECTOR

DEPARTMENT OF EMPLOYEE SERVICES

May 14, 2014

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Inter-Governmental Agreement (IGA) between Clackamas County and Portland State University on behalf of its Mark O. Hatfield School of Government for the Oregon Fellows Program

<b>Purpose/Outcome</b>	Approval for an Oregon Fellow to update workforce planning and succession planning materials and recommendation implementation strategy
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$9,000.
<b>Funding Source</b>	County General Fund
<b>Safety Impact</b>	None
<b>Duration</b>	Effective May 22, 2014 and terminates on September 30, 2014
<b>Previous Board Action/Review</b>	None
<b>Contact Person</b>	Nancy Drury, Employee Services Director 503/655-8812
<b>Contract No.</b>	

**BACKGROUND:**

In 2008, Clackamas County became one of the first public agencies in Oregon to devote a full-time resource to workforce planning efforts. At that time, the County and other public sector employers were predicting significant retirements and an incredible drain of institutional knowledge. We began working with County departments to develop meaningful succession plans for key positions within the organization. However, in 2008, the state of the economy altered the plans of many potential retirees, and the actual retirement rates were significantly less than anticipated.

Now that the economy is improving, we are once again beginning to see an increase in impending retirements, as well as realizing the loss of institutional knowledge that will accompany it.

Considering these factors, we request to contract with the Mark O. Hatfield School of Government for an Oregon Fellow to accomplish the following during the summer of 2014:

- Locate other public sector agencies in the United States who are actively pursuing workforce planning objectives; attempt to initiate/develop partnerships to be able to share information;
- Research current best practices in the areas of workforce planning and succession planning within the public sector;

- Review and update existing Clackamas County workforce data; link prior data/research/documentation with current trends.
- Develop recommendations for implementing workforce planning efforts within the County going forward.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorizes Nancy Drury, Employee Services Director, to sign on behalf of Clackamas County.

Respectfully submitted,

  
Nancy Drury  
Employee Services Director

**INTER-GOVERNMENTAL AGREEMENT (IGA)  
For the Oregon Fellows Program**

This Inter-governmental Agreement (this "Agreement") is by and between **the State Board of Higher Education, acting by and through Portland State University on behalf of its Mark O. Hatfield School of Government** ("PSU") and Clackamas County ("AGENCY"), individually the "Party", collectively the "Parties", hereinafter.

**AGENCY INFORMATION**

*Representative:* Nancy Drury  
*Title:* Employee Services Director

*Address:* 2051 Kaen Road  
Oregon City, OR 97045

*Telephone:* 503/742-5492

**PSU INFORMATION**

*Representative:* Jennifer Everett  
*Title:* Office Administrator  
Portland State University  
Hatfield School of Government  
Center for Public Service

*Address:* PO Box 751 (PA – ELI)  
Portland, Oregon 97207 - 0751

*Telephone:* 503-725-8259

**1. Effective Date and Duration**

This Agreement shall become effective upon the date of the last signature below, and shall expire on September 30, 2014, unless extended or terminated sooner under provisions identified within this Agreement.

**2. Background**

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several highly competitive fellowships that are designed to bring national class talent to Oregon public enterprises. Taken together, the family of fellowships is known as the Next Generation Initiative. The network of recruitment sources currently extends to more than 50 leading universities, including Duke, Harvard, Syracuse, University of Michigan, University of Chicago, University of Texas, University of Wisconsin, University of California at Berkeley, University of California Los Angeles, as well as PSU, Oregon State University, Willamette University, and the University of Oregon.

The Next Generation Initiative recruits national class talent for Oregon and provides training and leadership development opportunities for candidates through its Oregon Fellows Program. By targeting and selecting the best candidates, the Oregon Fellows Program helps to build capacity in Oregon by increasing the number of potential leaders who are devoted to public service. The Oregon Fellows Program also focuses on providing candidates with leadership opportunities and experience.

The purpose of this Agreement is to develop a uniform and universal instrument that makes it simple for official State of Oregon public agencies to participate in the array of fellowship programs offered by PSU.

**3. Scope of Cooperation**

A. PSU agrees to:

1. Recruit and select a Fellow that matches AGENCY's needs.
2. Coordinate the recruitment and selection of a replacement in the event that the Fellow terminates their relationship with the Oregon Fellows Program before completing the duties described in the Oregon Fellows Program Statement of Work ("SOW") which will be based on the form included as Exhibit A, hereby incorporated by reference. If PSU is not able to provide a suitable replacement Fellow, PSU shall pro-rate the AGENCY fee accordingly.
3. Use funds from the Sponsorship fee (defined below) to compensate Fellow(s) for their participation in the fellowship program as set forth in this Agreement.
4. Provide orientation sessions for Fellow(s) and AGENCY representative who will assume supervisory responsibilities for the Fellow(s).

5. Arrange for additional leadership development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers.
6. Provide ongoing program evaluation.

B. Agency agrees to:

1. Provide a non-renewable placement not-to-exceed a duration of 10- weeks for each Fellow.
2. Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Oregon Fellows Program and the project(s) to be performed. The SOW should include at a minimum the identity of the individual who will assume supervisory responsibilities for the Fellow and duties to be completed during the duration of the Fellowship. The SOW is intended to ensure that the Fellow(s) perform project-focused work under adequate supervision encompassing new AGENCY activities.
3. Evaluate and provide feedback on each Fellow upon request by PSU.

#### 4. Consideration

- A. Agency agrees to pay PSU, from available and authorized funds the amount of \$9,000 per Fellow (the "Sponsor Fee") during the life of this Agreement. The Sponsor Fee consists of the Fellow's wages and PSU's administrative costs. See Exhibit B, hereby incorporated by reference, for a detailed description of the Oregon Fellows Program, an Explanation of Fee Schedule and a Fee Schedule Example.
- B. The SOW executed between Agency and the assigned Fellow (ref. Exhibit A) shall define the actual work to be performed by each Fellow. SOW's shall be submitted for approval to the following PSU location and shall clearly identify the Agency:

Center for Public Service  
Portland State University  
PO Box 751 (PA – ELI)  
Portland, OR 97207 – 0751  
Attn: NGI Fellowship Coordinator  
Telephone: 503-725-8228  
Facsimile: 503-725-5111  
Email: jennifer.everett@pdx.edu

- C. Administrative fees (included in the Sponsor Fee) for the Oregon Fellowships (beyond the payment of stipends) cover expenses related to program administration, recruitment and placement of the Fellows during the year, as well as expenses for the 3-day orientation provided for the Fellows in June (exact amounts may vary among programs and over time).
- D. Oregon Fellowship fees shall be paid by Agency to PSU per the following schedule, based on the \$9,000.00 fee per Fellow:

An initial deposit in the amount of \$4,200 will be due no later than June 30, 2014 to reserve a Fellow.

A second payment in the amount of \$2,400 will be due no later than July 31, 2014.

A third and final payment in the amount of \$2,400 will be due no later than August 31, 2014.

Payment shall be made to PSU within thirty (30) days of receipt of invoice.

#### 5. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this Agreement.

## **6. Expenses**

Work-related costs are not included in the Sponsor Fee, and AGENCY is responsible for any such costs, including authorized work-required transportation, office supplies, materials, and other expenses as identified. Any equipment assigned to a Fellow under this Agreement shall be governed by the rules and policies of AGENCY.

Fellows are not eligible to receive health or other employment-related benefits from Agency or PSU.

## **7. Amendments**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written Amendment signed by both Parties.

## **8. Funds Available and Authorized**

The Parties certify at the time this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs and obligations of this Agreement within the Parties current biennial appropriation or expenditure limitation, provided, however, that continuation of this Agreement or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Agreement. In the event of such Non-Appropriation, the affected Party shall immediately notify the other Party of its intent to terminate this Agreement without penalty. In the event of termination under this Section 8, Sponsor Fees shall be prorated based on the date of termination.

## **9. Termination**

- A. This Agreement may be terminated by the mutual consent of the Parties at any time or by either Party upon thirty (30) days prior written notice to the other Party.
- B. Termination or modification of this Agreement shall be without prejudice to any obligations or liabilities incurred by either Party prior to such termination. Upon receiving a notice of termination, a Party shall immediately cease all activities under this Agreement. Upon termination, each Party shall deliver to the other Party all Agreement documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed.

## **10. Force Majeure**

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

## **11. Independent Contractor Relationship**

PSU through its employees, officers and agents, will provide the services described in this Agreement as an independent contractor, and nothing herein shall be interpreted or construed as creating or establishing the relationship of employer/employee, principal/agent, partnership, joint venture, association, or any other type of legal or business relationship between Agency and PSU or between PSU and Agency. Each Party shall be solely responsible for paying its own taxes (federal, state, and local of any type or amount); the consideration owed to its own contractors and agents; its operational expenses; the wages, salaries, benefits, withholdings, and assessments for its employees (including, for example, federal and state income taxes, Social Security, Medicare, unemployment insurance, workers compensation, pension or retirement, medical or life insurance); and the damages or settlements for claims arising from the negligent, reckless, or intentional acts of its employees or agents, all without contribution from the other Party.

Agency shall have no right to direct or control the manner or method by which PSU provides the services that PSU agrees to provide through this Agreement.

## 12. Access to Records

PSU, Agency, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers, and records, otherwise privileged under law, of the Oregon Fellowships program which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcript.

## 13. Non-Discrimination

In their respective performances of this Agreement, no Party shall unlawfully discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, religion, marital status or sexual orientation. Moreover, each party shall comport its performance with all applicable federal and state anti-discrimination acts and associated regulations.

## 14. Notices

All notices regarding this Agreement should be sent to the parties at the following addresses:

**To Agency:** Mailing Address: 2051 Kaen Road, Oregon City, OR 97045  
Attention: Nancy Drury, Employee Services Director  
Telephone: 503/655-8812  
Facsimile: 503/742-5468  
Email: nancydru@co.clackamas.or.us

**To PSU:** Center for Public Service  
Portland State University  
PO Box 751, MC: PA-ELI  
Portland, OR 97207  
Attn: NGL Fellowship Coordinator  
Telephone: 503-725-8261  
Facsimile: 503-725-5111  
Email: jennifer.everett@pdx.edu

### WITH A COPY TO:

Portland State University  
FAST - CAPS  
PO Box 751, MC: CAPS  
Attn: Contracts Officer  
Portland, OR 97201-0751  
Telephone: (503) 725-3441  
Facsimile: (503) 725-5594

## 15. Indemnification

AGENCY shall be responsible for all damage to property, injury to persons, loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of AGENCY, its subcontractors, or employees. AGENCY shall save, indemnify, and hold harmless the State Board of Higher Education, PSU, and their officers, agents, employees, and members from all claims, suits, actions, losses, damages, disabilities, costs and expenses of any nature resulting from or arising out of the activities or omissions of AGENCY or its subcontractors, officers, agents, or employees acting under or related to this Agreement.



To the extent permitted by Oregon Law (ORS 30.260 through 30.300) and the Oregon Constitution, Article XI, Section 7, PSU shall indemnify AGENCY against any liability for damage to life or property arising from PSU's actions under this Agreement provided, however, PSU shall not be required to indemnify AGENCY for any such liability arising out of the wrongful or negligent actions of employees or agents of AGENCY.

**16. Governing Law**

This Agreement shall be governed construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflicts of law rules and doctrines. Any litigation between PSU and Agency that arises out of or relates to performance of this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

**17. FERPA**

As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, "FERPA"), and ORS 326.565, the Agency shall not disclose any information or records regarding students or their families that Agency may learn or obtain in the course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The parties acknowledge that Agency is a "school official" for purposes of FERPA and PSU's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA's requirements, PII obtained by Agency in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student's parent/guardian and must be used only for the purposes identified in this Agreement.

**18. Merger**

This Agreement, including Exhibit A and Exhibit B, and all executed SOWs, if any, 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.

**19. Signatures**

Agency and PSU, by the signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. This agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. AGENCY and PSU agree that they may conduct this transaction by electronic means, including the use of electronic signatures.

**Agency Legal Contracting Name:**

**THE STATE BOARD OF HIGHER  
EDUCATION ACTING BY AND THROUGH  
PORTLAND  
STATE UNIVERSITY:**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Center for Public Service** **Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Contracts Officer** **Date**

**EXHIBIT A**  
**Oregon Fellow Program Statement of Work (SOW)**

The purpose of this SOW is to outline the project(s) that will be performed by the Oregon Fellow, the products that will be delivered, and the responsibilities of both the Agency and the Fellow. This SOW must identify the requirements and deliverable of the work at hand in sufficient detail to ensure the interests and obligations of both Parties are understood prior to the start of the Fellowship. This SOW is subject to the terms and conditions set forth in that certain Inter-governmental Agreement (the "Agreement") dated \_May 22, 2014 between Agency and Portland State University. Any capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Both the Fellow and the Agency should keep a copy of this Exhibit and send a third copy to the following address for approval:

Center for Public Service  
Portland State University  
PO Box 751 (PA- ELI)  
Portland, OR 97207 – 0751  
Attn: NGI Fellowship Coordinator

**Name of Fellow**

Lindsay Hurlburt

**Name of State of Oregon Agency**

Clackamas County

**Agency Address**

2051 Kaen Road, Oregon City, OR 97045

**Agency Representative/Supervisor for this Fellowship:**

Nancy Drury, Employee Services Director

**Agency Representative/Supervisor Contact Information (telephone, fax and email)** 503/655-8812, 503/742-5468 (fax), nancydru@co.clackamas.or.us

**Start Date**

**End Date**

**Project Description & Objectives**

**Project Deliverables**

In 2008, Clackamas County became one of the first public agencies in Oregon to devote a full-time resource to workforce planning efforts. At that time, the County and other public sector employers were predicting significant retirements and an incredible drain in institutional knowledge. We began working with County departments to develop meaningful succession plans for key positions within the organization. However, in 2008, the state of the economy altered the plans of many potential retirees, and the actual retirement rates were significantly lower than anticipated.

Now that the economy is improving, we are once again beginning face more impending retirements, as well as the loss of institutional knowledge that will accompany it. Considering these factors, we are seeking to have an Oregon Fellow accomplish the following:

- Source for other public sector agencies in the United States who are actively pursuing workforce planning objectives, and be able to initiate/develop partnerships to be able to share information;

- Research current best practices in the areas of workforce planning and succession planning within the public sector;
- Review and update existing Clackamas County workforce data; link prior data/research/documentation with current trends.

**Quality Standards and Acceptance**

- Develop recommendations for implementing workforce planning efforts within the County going forward.

**Completion of Institute at Portland State University**

Both Parties agree that the Fellow shall be released from their normal project duties for 3-days of orientation at an Institute (on performance measurement and management, public sector financial management, e-government, or sustainability) held June 16-18, 2014 at Portland State University.

**Other Salient Information**

**Exhibit B  
Oregon Fellows Program**

Overview:

- Highly competitive 10-week, full-time summer fellowship
  - Fellows submit a resume, writing sample(s) and letters of reference
- Fellows receive a total amount of \$5,000 stipend (paid in 3 installments through PSU)
- Fellows are placed with state and local agencies, and not for profits located in Oregon; some in Washington and California
- Fellows attend a 3-day orientation and team building session at PSU in June and a series of networking events throughout the program

Agreement Mechanism and Consideration:

*Sponsor Agency*

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office ; and
- Provide a total amount of \$9,000 per Oregon Fellow.
  - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 3-day orientation provided for the Fellow(s) in June and the Fellow's stipend.

*Oregon Fellows*

- Each Fellow completes and signs
  - a participant enrollment form that outlines their payment schedule; and
  - a form acknowledging that they understand, accept and agree to comply with the information contained in the SOW provided by their sponsor Agency.

Fee Schedule Example:

PROGRAM	WEBSITE	2014 SPONSOR FEE	FELLOWSHIP STIPEND
Oregon Fellows Program (10-week placement)	<a href="http://www.pdx.edu/cps/details-of-oregon-fellowship">www.pdx.edu/cps/details-of-oregon-fellowship</a>	\$9,000	\$5,000

*Explanation of Fee Schedule*

- **Sponsor Fee** represents the price of sponsorship (what Agency will pay PSU) to sponsor one Fellow for 10-weeks. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses

needed for the successful completion of defined tasks. Fellows are not eligible to receive health, pension, or any other benefits apart from a stipend.

- **Fellowship Stipend** represents the funds PSU will pay each Fellow to help offset expenses as Fellows complete their service-learning experience with the Sponsor Agency.



COPY

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DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

May 22, 2014

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Bylaws for the  
Clackamas County Service District No. 5

<b>Purpose/Outcomes</b>	The Bylaws outline the purpose, eligibility requirements, the length of term, election of officers, and other procedural requirements for the Service District No. 5 Budget Committee.
<b>Dollar Amount and Fiscal Impact</b>	None.
<b>Funding Source</b>	None required.
<b>Safety Impact</b>	None.
<b>Duration</b>	
<b>Previous Board Contact</b>	There has been no previous action on this issue by the Board of County Commissioners.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering – 503-742-4657
<b>Contract No.</b>	None

**BACKGROUND:**

Clackamas County Service District No. 5 (CCSD#5) has a Budget Committee which consists of the five members of the Board of County Commissioners and five citizen members who are recruited from various areas of the Service District boundaries and each serve a three-year term. The Committee's task is to assist staff and advise the Board of County Commissioners in the process of developing the annual budget for CCSD#5. The District has drafted a set of Bylaws which outlines the eligibility requirements and responsibilities for the citizen members of the Committee.

The Bylaws are attached for your review and approval.

The Bylaws' content and format have been approved by County Counsel.

**RECOMMENDATION:**

It is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve the Bylaws for the Clackamas County Service District No. 5.

Respectfully submitted,

Wendi Coryell,  
Service District Specialist

## **Bylaws of Clackamas County Service District No. 5 Budget Committee**

### **ARTICLE I**

The name of the organization shall be the Clackamas County Service District No. 5 (CCSD#5) Budget Committee.

### **ARTICLE II**

**PURPOSE.** The purpose of the Clackamas County Service District No. 5 Budget Committee is to advise the Board of County Commissioners (BCC) in regard to the budget needs of the CCSD#5.

**GOALS.** The goals of the CCSD#5 Budget Committee are as follows:

Act as an advisory board to the Board of County Commissioners and others on matters affecting the CCSD#5 annual budget.

### **ARTICLE III**

**MEMBERSHIP.** Membership shall consist of the five members of the Board of County Commissioners and five citizen members and shall be as representative as possible of the geographic, demographic and philosophical entities of the County and the Cities of Happy Valley and Damascus.

- a. Members of the CCSD#5 Budget Committee shall be selected from a pool of applicants solicited, received and appointed Clackamas County Service District staff. Membership in the CCSD#5 Budget Committee shall be open to anyone who is a resident of the County, and/or within the cities of Happy Valley and/or Damascus.
- b. Membership shall not be limited by race, creed, color, sex, age, heritage, national origin or income. All new members applying or the Committee will be required to show proof of eligibility.
- c. Members shall have an appointment term of three (3) years which shall expire on third year from the date of appointment. Members may seek reappointment for a maximum of two consecutive terms. Current members seeking a new term on the CCSD#5 Budget Committee shall submit an application at least thirty (30) days prior to the expiration of their current term.

## ARTICLE IV

OFFICERS. The officers of the CCSD#5 Budget Committee shall include the following:

- a. Chairperson. The Chairperson shall preside over all meetings of the CCSD#5 Budget Committee and have the responsibility of the performance of such duties as prescribed in these bylaws. The Chairperson will act as a point-of-contact between County officials and the CCSD#5 Budget Committee.
- b. Vice-Chairperson: The Vice Chairperson shall aid the Chairperson and perform the duties of the Chairperson in his/her absence or disability.
- c. Secretary: The Secretary shall keep accurate records of all meetings of the CCSD#5 Committee. The minutes shall be made available to any member of the public as required by the Oregon Public Records and Meetings Law. The Secretary shall handle all correspondence of the Committee.

The County Liaison, Wendi Coryell, shall provide the County Public and Government Affairs Department with a current list of officers and members.

SELECTION OF OFFICERS. The first election shall be held at the first meeting of the CCSD#5 Budget Committee. After the first election, the election of officers of the Committee shall be held in conjunction with the annual meeting. Members shall assume their duties immediately upon election to office. All members are eligible for election to officer positions. The Chairperson shall not vote for an officer except in the event of a tie when the Chairperson shall cast the deciding vote. Proxy votes shall not be allowed.

TERM OF OFFICE. The term of office for all officers shall be one (1) year, however, the officer shall continue to serve until a successor is elected or appointed to that office.

VACANCIES. A vacancy occurs when an officer dies, resigns, is removed, or has more than three (3) unexcused absences from meetings during a calendar year. A vacancy shall be filled by appointment by the Clackamas County staff representing Service District No. 5.

## ARTICLE V

MEETINGS. Meetings of the CCSD#5 Budget Committee shall be held in accordance with the Oregon Public Meetings Law. Meetings shall be held no less than twice per year, with the annual meeting being held once per year for the purpose of electing officers and such other business as deemed necessary.

The Chairperson may call special meetings at any time upon the request of two (2) of the officers or any three (3) members of the CCSD#5 Budget Committee. Minutes of all meetings shall be kept and shall be available for public inspection as required by ORS 192.650 of the Oregon Public Meetings Law. A copy of all meeting minutes shall be provided to the County Public and Government Affairs Office.

**QUORUM and VOTING.** A quorum shall be present at a meeting in order for the CCSD#5 Budget Committee to transact business. A quorum consists of a majority of all members of the Committee, not just those present. Action may be taken by the committee at any regular meeting by a majority vote of those present and voting.

**RECORDS.** All records of the CCSD#5 Budget Committee shall be subject to disclosure except as allowed by exemptions of the Oregon Public Records Law.

## **ARTICLE VI**

**HEARING PROCESS AND PROCEDURE.** The principles of parliamentary rules of procedures such as Robert's Rules of Order shall govern proceedings at any meeting of the CCSD#5 Budget Committee. The Chair shall be guided by these principles in deciding any procedural questions. The Chair's decision on procedural matters may be overruled by a majority of the members voting on the question. The Committee may establish a more detailed hearing procedure to provide for an orderly process for holding a public hearing. All meetings shall comply with the Oregon Public Meetings Law.

## **ARTICLE VII**

**AMENDMENTS.** These bylaws may be amended. Proposed amendments shall be submitted to the County Counsel for approval. Upon approval of the County Counsel, the proposed amendments shall be approved by the members of the CCSD#5 Committee. However, the amendments shall not be in effect until approved by the Board of County Commissioners and that approval has been communicated back to the Chairperson.

The amended bylaws shall supersede all previous bylaws and become the governing rules for the Committee.