



# AGENDA

## Thursday, June 4, 2015 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-49

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

**II. 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 an Intergovernmental Agreement with the City of Happy Valley for Planning, Engineering and Building Permitting Services for Portions of the Eagle Landing Development
2. Approval of a Contract with Knife River Corporation Northwest for the Foster Road Paving Package - *Purchasing*

### **B. Finance Department**

1. Approval of a Contract with Brockamp & Jaeger, Inc. for the Silver Oak Building Tenant Improvement Project

### **C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Apply for a US Department of Justice, Office of Community Oriented Policing Services (COPS) Anti-Heroin Task Force Program Grant - *CCSO*
3. Request by the Clackamas County Sheriff's Office to Apply for a US Department of Justice, Office of Community Oriented Policing Services (COPS) for the Anti-Meth Program Grant - *CCOS*

4. Approval of an Intergovernmental Agreement with Tri County Metropolitan Transportation District of Oregon (Tri-Met), the City of Portland and Clackamas County Sheriff's Office for Transit Police Services - ccso

**D. Community Corrections**

1. Approval of an Intergovernmental Agreement with the City of Wilsonville to Provide Work Crew Services for Fiscal Year 2015-2016
2. Approval of an Intergovernmental Agreement with the City of West Linn to Provide Work Crew Services for Fiscal Year 2015-2016
3. Approval of an Intergovernmental Agreement with Clackamas County Service District No. 1 and Surface Water Management Agency of Clackamas County to Provide Work Crew Services for Fiscal Year 2015-2016

**E. County Administration**

1. Approve an Intergovernmental Agreement between Clackamas County and Portland State University's Mark O. Hatfield School of Government for the Hatfield Resident Fellows Program
2. Approve an Intergovernmental Agreement between Clackamas County and Portland State University's Mark O. Hatfield School of Government for the Oregon Fellows Program

**III. WATER ENVIRONMENT SERVICES**

1. Approval of a Construction Contract between Clackamas County Service District No. 1 and Stellar J. Corporation for the Kellogg Creek Water Pollution Control Plant Primary Clarifier No. 2 Rebuild Project - *Purchasing*

**IV. COUNTY ADMINISTRATOR UPDATE**

**V. 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)



M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the City of Happy Valley for Planning, Engineering and Building Permitting Services for portions of the Eagle Landing Development**

<b>Purpose/Outcomes</b>	This Intergovernmental Agreement (IGA) outlines roles and responsibilities for the provision of Planning, Engineering, and Building permitting services for portions of the Eagle Landing development.
<b>Dollar Amount and Fiscal Impact</b>	Revenue Estimates Land Use Planning – TBD Civil Engineering – Up to \$146,000 Building – Up to \$1,300,000
<b>Funding Source</b>	Revenue to Clackamas County Land Use and Development services Line of Business.
<b>Safety Impact</b>	N/A
<b>Duration</b>	IGA will take effect upon execution and will be in effect until such time as up to 400,000 square feet of new construction is permitted west of SE Stevens Road. IGA allows extension of these services if mutually agreed upon.
<b>Previous Board Action</b>	Disposition and Development Agreement/TSDC Resolution – March 5, 2015 Urban Growth Management – November 7, 2013
<b>Contact Person</b>	Dan Johnson – Assistant Director of Development, Clackamas County Department of Transportation and Development – (503) 742-4325

**BACKGROUND**

The Eagle Landing development is bisected by SE Stevens Road with those areas west of Stevens located in unincorporated Clackamas County and those areas east located in the City of Happy Valley. On May 19, 2015 the City of Happy Valley formally annexed those previously unincorporated areas to the west of Stevens Road. Concurrent with this annexation, the City of Happy Valley approved an Intergovernmental Agreement to secure development review assistance from Clackamas County for the area proposed for annexation. Those services are more clearly outlined in the attached IGA but generally consist of the following:

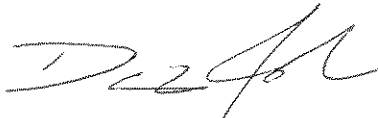
- Land Use Planning Consultant Services
- Civil Engineering Review and Permitting Services
- Building Review and Permitting Services

While provision of these services is initially limited at 400,000 square feet of development located west of Stevens Road, the area previously located in unincorporated Clackamas County, there is the ability to extend these services beyond this scope subject to mutual agreement.

**RECOMMENDATION**

Staff recommends the Board approve and sign the Intergovernmental Agreement by and between the City of Happy Valley and Clackamas County for the provision of development services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Johnson', written in a cursive style.

Dan Johnson, Assistant Director of Development

## **INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF HAPPY VALLEY AND CLACKAMAS COUNTY**

This Intergovernmental Agreement ("Agreement") is entered into by and between the following parties: The City of Happy Valley, a municipal corporation of the State of Oregon (hereinafter, the "CITY"), and Clackamas County, a political subdivision of the State of Oregon (hereinafter the "COUNTY"), by and through the County Department of Transportation and Development.

### **RECITALS**

WHEREAS, ORS 190.003 to 190.030 allow units of local government to enter into an agreement for the performance of any or all functions and activities that the units have authority to perform; and

WHEREAS, the City and County entered into an Intergovernmental Agreement dated June 19, 2001 that contemplated that the parties would enter into a separate intergovernmental agreement to further define each party's role with respect to permitting activities related to a development project commonly referred to as Eagle Landing ("Eagle Landing"), which is depicted on Exhibit A and more particularly described in Exhibit B and C, which are attached hereto, and

WHEREAS, Section 6 of Clackamas County Resolution No. 2015-18 requires the developer of Eagle Landing to enter into an annexation agreement with the City of Happy Valley with terms and conditions negotiated by the County, the City, and the Developer, and

WHEREAS, the City and County seek to ensure effective coordination of planning, engineering and permitting services for development of Eagle Landing, and

WHEREAS, the City desires to annex the property on which the Eagle Landing development will be located ("Property"), and

WHEREAS, the City and County desire to provide excellent public service to their citizens and to accomplish this goal in the most effective and efficient manner.

NOW THEREFORE, it is agreed by the parties:

#### **1. EFFECTIVE DATE AND TERMINATION**

This Agreement becomes effective on the last date signed by the Parties below. The Agreement may be terminated only by mutual written agreement of the Parties.

## **2. PLANNING PERMITTING SERVICES**

- A. Following annexation of the Property into the City, the City hereby agrees to retain the County for, and the County hereby agrees to provide, planning services as mutually agreed upon by both the City and the County related or resulting from any development of the Eagle Landing project. Planning services include:
- a. Consultation services on land use permitting in regard to Master Plan approval, plat approval and Design Review approval;
  - b. Attending meetings of the City Planning Commission, Design Review Board, City Council and other public agencies or civic groups as required.

## **3. ENGINEERING SERVICES**

- A. The City hereby agrees to retain the County for the following engineering services related to or resulting from any development of the Eagle Landing project, west of SE Stevens Road, more particularly identified in Exhibit A:
- a. Commercial Development Traffic Review & Civil Construction Permitting & Inspection.
  - b. Review and issuance of permits, easement deeds and roadway acceptance for improvements to or work in existing Clackamas County facilities (public right-of-way), including utility installations, driveways, ditches, curb, culverts or other access or drainage within the public right-of-way.
  - c. Street and Plat Vacations.
  - d. Public service tasks including, but not limited to, responding to inquiries, dispersing informational materials and other similar services.
  - e. Other related tasks specifically requested by the City and agreed to in writing by the County.
- B. The County agrees to coordinate with the City to ensure the City has an opportunity to participate in the review of any work contemplated by this section. The City shall not have a claim to any fees or offsets, or

to be compensated in any way for work it may undertake pursuant to this section.

- C. The City shall assume responsibility for providing the services described in Paragraph A of this section after the County has issued building permits for 400,000 sq. ft. of construction activity associated with that portion of the Eagle Landing development located west of SE Stevens Road. The City shall not assume responsibility for those services affecting a County facility, including, but not limited to, Bob Schumacher Road.

#### **4. BUILDING PERMITTING SERVICES**

- A. The County shall retain responsibility for Building Services, as prescribed in the Oregon Revised Statutes (ORS 455), for the first 400,000 sq. ft. of construction activity associated with the Eagle Landing development located west of SE Stevens Road.
- B. The City shall assume responsibility for providing the Building Services described in this section after the County has issued building permits for 400,000 sq. ft. of construction activity associated with the Eagle Landing development located west of SE Stevens Road. Upon request by the City and acceptance by the County, the City can utilize the County's building permit services as necessary for building services beyond the 400,000 square-foot benchmark.

#### **5. COMPENSATION**

- A. The City shall reimburse County for all actual costs for labor and out of pocket expenses incurred by the County to perform the planning services described in Section 2.
- B. The County shall collect the County's adopted fees for work performed under Section 3 (Engineering Services) and Section 4 (Building Permitting Services) of this Agreement. The City shall not have a claim to any fees or offsets, or to be compensated in any way for work it may undertake pursuant to Sections 3 and 4 of this Agreement.
- C. Transportation expenses, including mileage reimbursement, for work performed in the field will be calculated according to the County's adopted reimbursement policies for such expenses.

D. The County shall submit a quarterly invoice to the City for expenses incurred under this Agreement. The City shall pay all uncontested charges within 30 days of receiving the invoice.

- i. The City shall provide a written explanation for any contested charges.
- ii. Any contested charges shall be resolved by the City manager and County Administrator.
- iii. In the event the City Manager and County Administrator are not able to resolve the City's objections, the Parties reserve the right to pursue such remedies as provided by law.

## **6. AMENDMENT**

This Agreement may be amended within its current term or any successive term by the joint agreement of the Parties. Any amendment or other modification to this Agreement must be in writing and signed by authorized representatives of each Party.

## **7. HOLD HARMLESS**

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

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

## **8. SEVERABILITY**

County and City agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.



**9. ASSIGNMENT**

Neither Party may assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party.

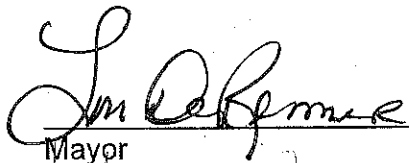
**10. PRIOR AGREEMENTS**

This Agreement embodies the entire Agreement and understanding between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof.

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

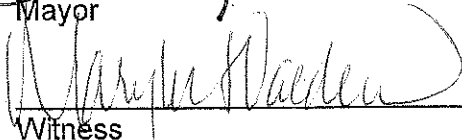
**City of Happy Valley**

**Board of Commissioners  
Clackamas County**

  
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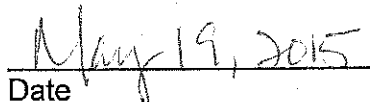
Mayor

\_\_\_\_\_  
Chair

  
\_\_\_\_\_

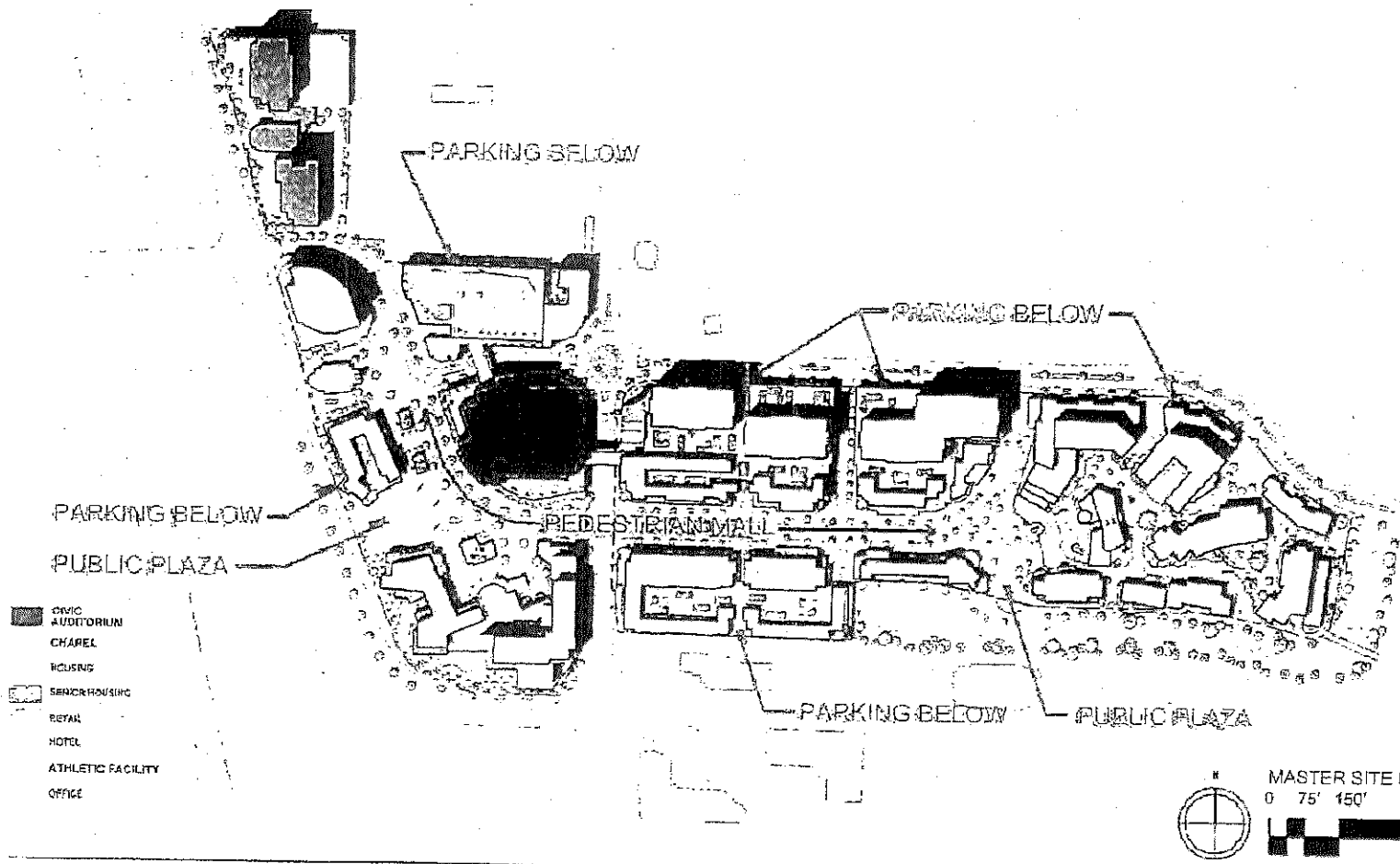
Witness

\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_

Date

\_\_\_\_\_  
Date



EAGLE LANDING

**SIENNA**  
architecture + planning

Exhibit A – For Illustration Purposes

EXHIBIT "B"

OWNER: Clackamas County Development Agency  
TAX ACCOUNT NO.: 12E33DC00200  
DOCUMENT NO.: 1999-109960  
DATE: 03/19/2015

All of that property situated in the Southeast quarter of Section 33, Township 1 South, Range 2 East, of the Willamette Meridian, described in deed document to Clackamas County Development Agency, recorded November 24, 1999 as Document No. 1999-109960, Deed Records of Clackamas County, Oregon.

Subject to Easements of record and the following; a Permanent Right Of Way Easement for Road Purposes, recorded December 03, 2008 as Document No. 2008-080170, Permanent Public Utility and Slope Easement, recorded December 03, 2008 as Document No. 2008-080171, Permanent Slope Easement, recorded December 03, 2008 as Document No. 2008-080172.

EXHIBIT C

Tax lot 12E33DB-200, Deed no. 83-35576; Tax lot 12E33DB-104, Deed no. 80-8412; Tax lot 12E33DB-400, Deed no. 80-8415; Tax lot 12E33DB -500, Deed no. 80-8412, Tax lot 12E33DB -602, Deed no. 80-22510; Tax lot 12E33DB-603, Deed no. 83-35575; Tax lot 12E33DC-100, Deed no. 88-31876.

Excluding Property as described in Deed no. 99-091731.

ALONG WITH:

PARCEL I: LOTS 1-6, INCLUSIVE, EAGLE LANDING (PLAT BOOK 126, PAGE 0018), CLACKAMAS COUNTY, OREGON, AND PARCEL II: AN EASEMENT FOR RECIPROCAL ACCESS AS DELINEATED ON THE RECORDED PLAT OF EAGLE LANDING (PLAT BOOK 126, PAGE 0018) (the "Property")

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.



M. BARBARA CARTMILL  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Contract with Knife River Corporation-Northwest for the  
Foster Road Paving Package**

<b>Purpose/Outcomes</b>	This Contract will resurface approximately 5.5 miles of roads. The roads that will be resurfaced are: Foster Road, Hemrich Road, Troge Road, and Vogel Road.
<b>Dollar Amount and Fiscal Impact</b>	Total Project Estimate: \$1,981,877.00. This project is funded with \$1.5 Million of Oregon Department of Transportation Exchange Funds and with \$481,877.00 of County Road funds.
<b>Funding Source</b>	Oregon Department of Transportation Fund Exchange: \$1,500,000 County Road Funds: \$481,877
<b>Safety Impact</b>	This project will provide smoother driving surfaces and new striping as well as safety edge on Foster Road.
<b>Previous Board Action</b>	05/07/15: BCC approval of Fund Exchange Agreement No. 30538
<b>Contact Person</b>	Vince Hall, DTD Project Manager @ 503-742-4650

**BACKGROUND:**

The Department of Transportation and Development is preparing to resurface approximately 5.5 miles of minor arterial and local connector roadways that are included in the Foster Paving Package. Foster Road, a minor arterial, will be overlaid in its entirety from the County line to Highway 212. Hemrich Road, a collector road, will be re-constructed with a cement treated base and paved with asphalt. Troge Road and Vogel Road, local roads, will also be re-constructed with a cement treated base and paved with asphalt. Vogel Road, Hemrich Road, and Troge Roads are located between 172<sup>nd</sup> Avenue and Foster Road.

The County advertised for construction bids and four contractors submitted bids for this paving package. The four bidders and their bids were Knife River Corporation \$1,981,877.00, Eagle-Elsner, Inc, \$1,993,532.00, Kerr Contractors Oregon, Inc \$2,068,072.00, and Granite Construction Company \$2,196,196.00.

A review of the bids received for the Foster Road Paving Package allows for this recommendation for contract award to the low bidder, Knife River Corporation. This project is funded with \$1,500,000 through the ODOT Fund Exchange Program and \$481,877 of County Road Funds.

The project specifications require substantial completion by August 30, 2015 and a contract expiration of December 31, 2015.

The Contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of the contract documents with Knife River Corporation for the Foster Road Paving Package.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Vince Hall, Senior Civil Engineer at (503) 742-4650

Placed on the June 4, 2015 Agenda by the Purchasing Division



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

June 4, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 4, 2015** this contract with Knife River Corporation – Northwest for the **Foster Road Paving Package** for the Clackamas County DTD Engineering Division. This project was requested by Vince Hall, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-one bid packets were sent out with four bids received: Knife River Corporation-Northwest - \$1,981,877.00; Eagle-Elsner - \$1,994,027.00; Kerr Contractors Oregon - \$2,068,072.00; and Granite Construction - \$2,196,196.00. After review of all bids, Knife River Corporation-Northwest was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,981,877.00. All work is to be substantially completed by August 30, 2015 with a contract completion date of December 31, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are covered as follows: Budget line 215-2410-00-437923-22232 in the amount of \$481,877.00; and Budget Line 215-2410-00-24423-22232 in the amount of \$1,500,000.00 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Brockamp & Jaeger, Inc. for the  
Silver Oak Building Tenant Improvement Project -  
CMU Walls Rebid

Purpose/Outcome	Approval of contract
Dollar Amount and fiscal Impact	\$199,275.00
Funding Source	Budget Line: 420-0221-00-482300-76079 Fiscal year 2014-2015; 2015-2016 and 2016-2017
Safety Impact	
Duration	Contract signing through December 31, 2016
Previous Board Action/Review	
Contact Person	Steven Bloemer (503) 805-9870
Contract No.	

**BACKGROUND:**

The current Clackamas County Evidence Facility built in 1992 provides the only secure storage for the Clackamas County Sheriff's Office. With nearly 80,000 pieces of evidence being stored at any one time waiting for adjudication, returns to the public, or meeting the recent statutory measures requiring longer storage of items, the facility has quickly outgrown the 3600 square feet that it occupies.

In addition to the required storage needs, the Evidence Facility houses 6 employees in little more than 100 square feet of office space. This has generated unsafe conditions in the fact that the Evidence facility must use the same area for cataloging all means of evidence as well as day to day general office use, and without a separate area to return items to the public, they are required to open otherwise secured areas to complete the transaction.

To address these issues, it has been determined that a tenant improvement project in the Silver Oak Building will provide the best possible solution. The proposed new evidence facility will not only allow ample storage area, it will consolidate two currently off-site investigative units, permit a secure and safe means of returning items to the public, and make available future growth potential without sacrificing the high level of service required to the Sheriff's Office and the public. This contract will allow the installation of the structural concrete walls.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

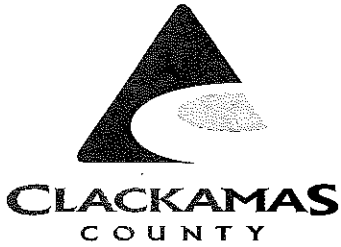
Staff respectfully recommends the Board approve the contract with Brockamp & Jaeger, Inc. for the CMU Walls Rebid at the Silver Oak Building Project.

Sincerely,

Marc Gonzales  
Finance Director

Placed on the board agenda of June 4, 2015 by the Purchasing Division.





LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

June 4, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 4, 2015** this contract with Brockamp & Jaeger Inc for the **Silver Oak Building Tenant Improvement Project – CMU Walls Rebid** for Clackamas County Facilities Management. This project was requested by Steven Bloemer, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Seventeen bid packets were sent out with one bid received: Brockamp & Jaeger - \$199,275.00. After review, Brockamp & Jaeger Inc was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$199,275.00. All work is to be completed by December 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-482300-76079 for fiscal years 2014/2015, 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff

# Approval of Previous Business Meeting Minutes:

May 7, 2015

(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 7, 2015 – 10:00 AM**

**Public Services Building**

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

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

**EXCUSED:** Commissioner Paul Savas

### **CALL TO ORDER**

- Roll Call

Commissioner Savas out of the office attending another meeting and will not be in attendance today.

- Pledge of Allegiance

### **I. PRESENTATIONS**

1. Presentation on Stigma & Mental Health and Local Priorities  
Nina Danielsen, Health, Housing & Human Services presented the staff report including a shout PowerPoint presentation. She introduced Kathy Turner, Regional Coordinator for Get Trained to HELP Mental Health Matters for all; Tara Rolstad, Shattering Stigma Faith Communities talking about mental health; and Dave Mowry, Stand Up for Mental Health Oregon Recovery through comedy. Each person spoke regarding stigma, mental health and local priorities.

*~Board Discussion~*

2. Presentation of the 2014 Traffic Safety Commission's Annual Report  
Joe Marek, DTD Engineering presented the staff report including a short PowerPoint presentation. He introduced members of the Traffic Safety Commission.

*~Board Discussion~*

\*Chair Ludlow read a statement regarding Deputy Robert Nashif who was injured in the line of duty when an SUV traveling on South Holly Road crossed the center lane and collided with his motorcycle. Deputy Nashif was initially listed in critical condition, but as of this morning his condition has improved, although his recovery is likely to be lengthy. On behalf of the Board of County Commissioners and our County employees, we send our best wishes to Deputy Nashif for a steady and certain recovery.

### **II. CITIZEN COMMUNICATION - None**

### **III. 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 Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

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

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

1. Approval to Apply for the Oregon Criminal Justice Commission Specialty Court Grant Funding – *Health Centers*
2. Board Order No. **2015-34** Approving the Mental Health Directors Designee to Authorize a Custody Hold Under ORS 426.233 – *Behavioral Health*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 30447 with Oregon Department of Transportation for the OR-213 at Union Mills Road Project
2. Approval of Amendment No. 1 to Intergovernmental Agreement No. 28216 with Oregon Department of Transportation for the 122<sup>nd</sup> Ave. and 132<sup>nd</sup> Ave. Sidewalk Connections Project
3. Approval of 2015 Fund Exchange Agreement No. 30538 with the Oregon Department of Transportation for the SE Foster Road Paving Project

**C. Elected Officials**

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

**IV. DEVELOPMENT AGENCY**

1. Approval of a Contract with Elting Northwest Inc. for the Monterey Avenue Extension Project - *Purchasing*

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:11 AM**

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

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



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to apply for a  
U.S. Department of Justice, Office of Community Oriented Policing Services (COPS)  
2015 COPS Anti-Heroin Task Force Program grant

<b>Purpose/Outcome</b>	The Sheriff's Office seeks permission to apply for the 2015 COPS Anti-Heroin Task Force Program grant.
<b>Dollar Amount and Fiscal Impact</b>	The total biennial budget request for FYs 2015-2017 will be \$1,178,133.44. Allowable costs will be billed to COPS on a quarterly basis.
<b>Funding Source</b>	The U.S. Department of Justice is the source of funding for this grant.
<b>Safety Impact</b>	These funds will provide salary and benefits for four Deputies and one Crime Analyst to enhance the anti-heroin activities of the Clackamas County Inter-agency Task Force (CCITF).
<b>Duration</b>	October 1, 2015 through September 30, 2017.
<b>Previous Board Action/Review</b>	Authorization to apply for previous COPS program grants.
<b>Contact Person</b>	Jeff Davis, Lieutenant – office (503) 785-5156
<b>Contract No.</b>	TBD

### BACKGROUND:

The FY 2015 COPS Anti-Heroin Task Force (AHTF) grant provides funds to law-enforcement agencies with high rates of primary treatment admissions for heroin and other opioids. This two-year grant funds the investigation of unlawful heroin and prescription opioid traffickers and illicit activities related to the distribution of heroin or unlawful distribution of prescriptive opioids. The Sheriff's Office seeks to hire four deputies and an analyst to enhance its investigations of these drug crimes at the street level.

### RECOMMENDATION:

Staff recommends the Board approve this request to apply for the aforementioned COPS funding and authorizes Sheriff Craig Roberts, or his designee, to proceed on behalf of Clackamas County.

Respectfully submitted,

*Craig Roberts*  
Craig Roberts, Sheriff



# Fact Sheet

[www.cops.usdoj.gov](http://www.cops.usdoj.gov)

## 2015 COPS Anti-Heroin Task Force Program

The FY 2015 COPS Anti-Heroin Task Force Program (AHTF) is a competitive grant program designed to advance public safety by providing funds to investigate illicit activities related to the distribution of heroin or unlawful distribution of prescriptive opioids, or unlawful heroin and prescription opioid traffickers through state-wide collaboration.

### Background

The abuse of opioids, a group of drugs that includes heroin and prescription painkillers, has a devastating impact on public health and safety in this country. According to the Centers for Disease Control and Prevention (CDC), approximately 110 Americans on average died from drug poisoning every day in 2011. Prescription drugs were involved in more than half of the 41,300 drug poisoning deaths that year, and opioid pain relievers were involved in nearly 17,000 of those deaths. About 4,400 drug poisoning deaths involved heroin. Drug poisoning deaths outnumbered deaths from gunshot wounds or motor vehicle crashes.<sup>1</sup>

### Funding Provisions

Provisions include the following:

- AHTF provides funds directly to state law enforcement agencies with high rates of primary treatment admissions for heroin and other opioids.
- AHTF funding shall be used for investigative purposes to locate or investigate illicit activities, including activities related to the distribution of heroin or unlawful distribution of prescriptive opioids, or unlawful diversion and distribution of prescriptive opioids.

- AHTF will be open to state law enforcement agencies with multijurisdictional reach and an interdisciplinary team (e.g., task force) structures. These state law enforcement agencies must have primary law enforcement authority over heroin and other opioids seizures and investigations.
- AHTF funding is not available for treatment programs or prosecution of heroin and other opioid-related activities.
- Approximately \$7 million in funding is available for FY 2015 AHTF. Each grant is two years (24 months) in duration, and there is no local match. Each grant recipient may receive a maximum of \$1.5 million.

### How to Apply

Applicants are first required to register via [www.grants.gov](http://www.grants.gov) and complete an SF-424. After submitting the SF-424, applicants will receive an e-mail with instructions on completing the second part of the AHTF application through the COPS Office Online Application System. To complete the AHTF application, please visit the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) and click on the "Account Access" link in the upper right-hand corner. Applicants should then enter their username and password and select "Applications" from the Agency Portal Menu.

Complete application packages for the FY 2015 AHTF solicitation are due by June 19, 2015 at 7:59 p.m. EDT. Hard copies or electronic copies sent via e-mail will not be accepted.

### Contact the COPS Office

For more information about the COPS Anti-Heroin Task Force Program, please call the COPS Office Response Center at 800-421-6770, or visit the COPS Office online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

1. "The National Drug Control Strategy," Fact Sheet (Washington, DC: Office of National Drug Control Policy, July 2014), [https://www.whitehouse.gov/sites/default/files/ondcp/policy-and-research/2014\\_strategy\\_fact\\_sheet.pdf](https://www.whitehouse.gov/sites/default/files/ondcp/policy-and-research/2014_strategy_fact_sheet.pdf)

**ADDITIONAL RESOURCES**

The following resources discuss various efforts to address the problem of heroin and other opioids:

**Crime Prevention Research Review No.1:  
Disrupting Street-Level Drug Markets**

This report summarizes the findings from all rigorous academic studies evaluating a range of street-level drug law enforcement interventions. It finds that strategic crime control partnerships with a range of third parties are more effective at disrupting drug problems than law enforcement-only approaches.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-P128>

**Drug Market Intervention: An Implementation Guide**

This guide provides practical information intended to help law enforcement, community, and social services partners—the strategy's key stakeholders—prepare and successfully execute DMI to close overt drug markets. It discusses the ways overt drug markets damage neighborhoods, contribute to disorder, and negatively affect communities. This publication guides the reader through the processes of partnership formation, police-community reconciliation, dealer notifications, staging call-ins, maintaining closure of drug markets, and delivering services to dealers.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-W0755>

**Drug Dealing in Privately Owned Apartment Complexes**

This problem-oriented guide for police focuses on drug dealing in privately owned apartment complexes. It clearly distinguishes between open and closed drug markets, provides information on what is known about each market type, and offers questions to ask when analyzing each market.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-P013>

**The High Point Drug Market Intervention Strategy**

The High Point Drug Market Intervention Strategy tells the compelling story of designing and implementing the original intervention in High Point, North Carolina, and describes a subsequent successful replication in Providence, Rhode Island. This publication is part of an ongoing series by the National Network for Safe Communities about its two core crime reduction strategies.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-P166>



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to apply for a  
U.S. Department of Justice, Office of Community Oriented Policing Services (COPS)  
2015 COPS Anti-Methamphetamine Program grant

<b>Purpose/Outcome</b>	The Sheriff's Office seeks permission to apply for the 2015 COPS Anti-Methamphetamine Program grant.
<b>Dollar Amount and Fiscal Impact</b>	The total biennial budget for FYs 2015-2017 will be \$1,178,133.44. Allowable costs will be billed to COPS on a quarterly basis.
<b>Funding Source</b>	The U.S. Department of Justice is the source of funding for this grant.
<b>Safety Impact</b>	These funds will provide salary and benefits for four Deputies and one Crime Analyst to enhance the anti-methamphetamine activities of the Clackamas County Inter-agency Task Force (CCITF).
<b>Duration</b>	October 1, 2015 through September 30, 2017.
<b>Previous Board Action/Review</b>	Previous approval to apply for COPS program grants.
<b>Contact Person</b>	Jeff Davis, Lieutenant – office (503) 785-5156
<b>Contract No.</b>	TBD


### BACKGROUND:

The FY 2015 COPS Anti-Methamphetamine Program (CAMP) grant provides funds to law-enforcement agencies to investigate illicit activities related to the manufacture and distribution of methamphetamine. The Sheriff's Office seeks to hire four deputies and an analyst to enhance its investigations of these drug crimes at the street level.

### RECOMMENDATION:

Staff recommends the Board approve this request to apply for the aforementioned COPS funding and authorizes Sheriff Craig Roberts or his designee, to proceed on behalf of Clackamas County.

Respectfully submitted,

  
Craig Roberts, Sheriff





# Fact Sheet

[www.cops.usdoj.gov](http://www.cops.usdoj.gov)

## 2015 COPS Anti-Methamphetamine Program

The FY 2015 COPS Anti-Methamphetamine Program (CAMP) is a competitive grant program designed with a focus on advancing public safety by providing funds directly to state law enforcement agencies to investigate illicit activities related to the manufacture and distribution of methamphetamine. Agencies that participate or plan to participate in anti-methamphetamine task forces with multi-jurisdictional reach and interdisciplinary team structures will be given additional consideration and are encouraged to apply.

### Background

The use of methamphetamine, a central nervous system stimulant often referred to by its street names such as crank, speed, ice, or crystal, has been a persistent problem for law enforcement agencies across the United States in recent years. Methamphetamine is cheap and addictive and was traditionally developed in clandestine laboratories that were often located in remote areas. Methamphetamine spreads quickly, most noticeably in rural areas, largely because of the simple preparation methods used and manufacturers' easy access to the necessary precursor chemicals.

In more recent years, changing trends in methamphetamine production and distribution have created new obstacles for law enforcement and public health agencies. While law enforcement efforts and precursor chemical sale restrictions have been successful in decreasing the domestic production of methamphetamine, foreign drug traffickers have capitalized on this decreased availability by quickly expanding their avenues of methamphetamine distribution as users have sought out new, reliable supplies.<sup>1</sup>

1. *National Drug Threat Assessment 2011* (Johnstown, PA: National Drug Intelligence Center, 2011), <http://www.justice.gov/archive/ndic/pubs44/44849/44849p.pdf>.

### COPS Methamphetamine Grants

Since 1998, the COPS Office has invested more than \$500 million nationwide to combat the spread of methamphetamine. The COPS Office encourages agencies to focus on community policing approaches to methamphetamine reduction. The office also works directly with state and local law enforcement agencies to craft innovative strategies, track and evaluate their implementation, and disseminate results to other jurisdictions confronting similar challenges. To combat methamphetamine in communities, the COPS Office encourages sites to develop partnerships with other agencies, such as the Environmental Protection Agency, fire departments, local businesses, mental health organizations, child protection services, and other local law enforcement entities. The COPS Office also encourages data collection and information-sharing efforts aimed at better identifying and responding to the needs of drug endangered children.

For example, the Drug Enforcement Administration (DEA) uses COPS Office funds to provide training to state and local law enforcement professionals on clandestine lab enforcement operations, including basic certification, officer safety, and tactical training. The DEA also uses COPS Office funding to improve the clandestine lab information-gathering capabilities of the El Paso Intelligence Center to carry out regional information-sharing conferences and to assist state and local law enforcement in cleaning up methamphetamine lab sites. In FY 2014, the DEA received \$10 million in COPS Office funds for methamphetamine lab clean-up efforts.

### Funding Provisions

Provisions include the following:

- CAMP provides funds directly to state law enforcement agencies in states with numerous seizures of precursor chemicals, finished methamphetamine, laboratories, and laboratory dump seizures.

- CAMP funding must be used to locate or investigate illicit activities, including precursor diversion, laboratories, or methamphetamine traffickers.
- CAMP is open only to state law enforcement agencies authorized by law or by a state agency to engage in or to supervise anti-methamphetamine investigative activities. Agencies applying as part of a new or existing anti-methamphetamine task force with multijurisdictional reach and an interdisciplinary team structure will receive additional consideration.
- CAMP funding is not available for cleanup, treatment programs, or prosecution of methamphetamine-related activities.

Approximately \$7 million in funding is available for FY 2015 CAMP. Each grant is two years (24 months) in duration, and there is no local match. Each grant recipient may receive a maximum of \$1.5 million.

### How to Apply

Applicants are first required to register via [www.grants.gov](http://www.grants.gov) and complete an SF-424. After submitting the SF-424, applicants will receive an e-mail with instructions on completing the second part of the CAMP application through the COPS Office Online Application System. To complete the CAMP application, please visit the COPS Office website at [www.cops.usdoj.gov](http://www.cops.usdoj.gov) and click on the "Account Access" link in the upper right-hand corner. Applicants should then enter their username and password and select "Applications" from the Agency Portal Menu.

Complete application packages for the FY 2015 CAMP solicitation are due by June 19, 2015 at 7:59 p.m. EDT. Hard copies or electronic copies sent via e-mail will not be accepted.

### Contact the COPS Office

For more information about the COPS Anti-Methamphetamine Program, please call the COPS Office Response Center at 800-421-6770, or visit the COPS Office online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).

### ADDITIONAL RESOURCES

The following resources discuss various efforts to address the problem of methamphetamine:

#### The Methamphetamine Summit: A Process in Collaboration and Decision Making

With an emphasis on cross-disciplinary collaboration and participatory research, the summit approach is a case study for improved solutions to complex drug problems and holds promise for addressing a wider range of drugs in communities across the country.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-P207>

#### Proceedings of the New England Methamphetamine Summit and Listening Post

A crucial component of effective community policing involves collaborating with stakeholders of specific crime problems to bring about the most effective responses. It was in this spirit that the COPS Office sponsored a one-day summit and listening post about methamphetamine in New England states, bringing together multidisciplinary teams from seven states. This document captures both the formal presentations and group discussion that took place at this summit.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-W0552>

#### Strategic Efforts to Address Methamphetamine in Indian Country

Methamphetamine use in Indian country is an increasing problem and is involved in about 40 percent of the violent crime on reservations. Strategic Applications International (SAI) brought the Tribal Meth grantees together for a four-day summit in Arizona called "Breaking the Meth Cycle." Attendees focused on prevention, law enforcement, and treatment for meth use. This BOLO discusses the dilemma of limited criminal jurisdiction, as well as the persistent problem of methamphetamine use in Indian country, which has led to a critical increase in violence and crime.

<http://ric-zai-inc.com/ric.php?page=detail&id=COPS-W0723>



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the Tri County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County for Transit Police Services.

<b>Purpose/Outcome</b>	To provide one or more full-time deputies performing transit police services.
<b>Dollar Amount and Fiscal Impact</b>	To be agreed upon by all parties. CCSO budget will be submitted to TriMet upon execution of this agreement.
<b>Funding Source</b>	Tri County Metropolitan Transportation District of Oregon is the source of funds for this agreement.
<b>Safety Impact</b>	This collaboration provides: 1) A visible law enforcement presence for the transit system; 2) Expedient calls for service; 3) Enhanced enforcement and law enforcement support; and 4) Problem-oriented policing with the goal of prevention.
<b>Duration</b>	July 1, 2015 through June 30, 2016. The agreement will automatically renew for successive one year terms through June 30, 2020, unless terminated sooner under the terms of the agreement.
<b>Previous Board Action/Review</b>	Approval of prior years' agreements.
<b>Contact Person</b>	Robert Wurpes, Lieutenant – office (503) 785-5083
<b>Contract No.</b>	GS150813LG

**BACKGROUND:**

Through this agreement Tri-Met will reimburse CCSO for salaries, overtime, insurance, retirement, other benefits and indirect costs and overhead. The requested budget for FY 2015-2016 is \$703,700. For subsequent years, CCSO and the Portland Police Bureau will each submit to Tri-Met a proposed annual budget for services by April 1 of each year. Attachments to the agreement specify details about authority, deployment, billing, seniority, schedules and staffing.

County Counsel has approved this Agreement.

**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement for transit police services.

Respectfully submitted,

*Craig Roberts*  
Craig Roberts, Sheriff

**INTERGOVERNMENTAL AGREEMENT  
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CLACKAMAS COUNTY  
FOR TRANSIT POLICE SERVICES**

Contract No. GS150813LG

**This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland (Portland) and Clackamas County, pursuant to authority granted in ORS Chapter 190.**

**RECITAL**

TriMet, Portland and Clackamas County ("the parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

**AGREEMENT**

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from July 1, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2020, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibits A and Exhibits 1 through 4.
3. **TERMINATION:**
  - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
  - b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
  - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default and pursue any available legal or equitable remedies.
  - d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and Clackamas County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Clackamas County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Clackamas County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Clackamas County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
11. FEDERAL FUNDING: This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.

12. ENTIRE AGREEMENT: This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 4 which are attached hereto and made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

**CLACKAMAS COUNTY**  
 2051 Kaen Road  
 Oregon City, OR 97045

**CITY OF PORTLAND**  
 1221 SW 4<sup>TH</sup> Ave.  
 Portland, OR 97204

**TRI-COUNTY METROPOLITAN  
 TRANSPORTATION DISTRICT OF  
 OREGON (TRIMET)**  
 4012 SE 17<sup>th</sup> Ave.  
 Portland, OR 97202

\_\_\_\_\_  
 John Ludlow  
 Chair  
 Clackamas County Commissioners

\_\_\_\_\_  
 Charlie Hales  
 Mayor

\_\_\_\_\_  
 Harry Saporta  
 Executive Director, Safety, Security &  
 Environmental Services

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*date*

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*date*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
 Craig Roberts  
 Sheriff

\_\_\_\_\_  
 Mary Hull Cabellero  
 Auditor

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

Approved as to form:

\_\_\_\_\_  
 Legal Counsel

\_\_\_\_\_  
 Tracy Reeve, City Attorney

\_\_\_\_\_  
 TriMet Legal Counsel

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*date*

Exhibits:

Exhibit A – U.S. Department of Homeland Security Grant Requirements

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations

Exhibit 4 – SOP A-20 Transit Police Standard Operating Procedure

## EXHIBIT A

### U.S. DEPARTMENT OF HOMELAND SECURITY GRANT REQUIREMENTS

As used below, the term "Contractor" shall mean Clackamas County.

#### I. DEFINITIONS

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security grants, programs, application processing procedures, and Project management, including grant requirements and guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or its Office for Domestic Preparedness, and including but not limited to the Federal Emergency Management Agency (FEMA).
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

#### II. FEDERAL REQUIREMENTS

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the applicable requirements of Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with the foregoing requirements
- B. Contractor shall at all times comply with all applicable terms, conditions, regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement, which shall be deemed to be incorporated herein. Contractor's failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.



### **III. ACCESS TO RECORDS**

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **IV. DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 2 CFR Part 200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 CFR Part 180, or affiliates, as defined at 2 CFR Part 180, are excluded or disqualified as defined therein. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 2 CFR Part 180. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 2 CFR 200, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 2 CFR Part 200 throughout the term of this Agreement, and must include the requirement to comply with 2 CFR Part 200 in any lower tier covered transaction it enters into.

### **V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed

that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VI. CONTRACT WORK HOURS AND SAFETY STANDARDS** (*applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics*)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) and 40 U.S.C. 3701-3708 as applicable, as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

**VII. NOTICE OF REPORTING REQUIREMENTS**

Contractor shall comply with the reporting requirements of Homeland Security stated in 2 CFR Part 200.328 , The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland

Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **VIII. COPYRIGHTS**

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1. The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **IX. PATENT RIGHTS**

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

## **X. ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

In addition, to the extent applicable, Contractor shall comply with the requirements of 2 CFR Part 200.322 regarding procurement of recovered materials.

## **XI. ENVIRONMENTAL REQUIREMENTS**

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.
- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$150, 000 financed in whole or in part with Federal assistance provided by Homeland Security.

**CERTIFICATION**

**REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Clackamas County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

## EXHIBIT 1

### TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

#### 1. SERVICE LEVEL

For the term of this Agreement, Clackamas County will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Clackamas County Sheriff, the Transit Police Division Commander and TriMet's Executive Director - Safety, Security and Environmental Services ("Executive Director") with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. Clackamas County personnel assigned to the Division will remain employees of Clackamas County and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

#### 2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) Visible Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
  - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
  - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
  - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
  - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
  - (6) Problem Orienting Policing: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

- b. Agency Cooperation and Coordination:
- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and Clackamas County are coordinated and effective.
  - (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
  - (3) Clackamas County agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Clackamas County agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to Clackamas County, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.
- d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. City of Portland agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.
- e. Body Cameras: It is the intent that sworn officers will wear body cameras, subject to the Subsidiary Agreement law enforcement jurisdictions and Portland reaching mutual written agreement regarding the use of body cameras. Portland shall be responsible for the Division's purchase, implementation and use of body cameras.
- f. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the Division Commander. Once approval is received from the Executive Director, the Division Commander will submit in writing to the Executive Director the name of the Subsidiary Agreement jurisdiction providing the supplemental police services, and the number and names of personnel being assigned.

- g. Term of Assignment: Officers assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and Clackamas County. In the event of a hardship, Clackamas County shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

3. REIMBURSEMENT OF COSTS

- a. Personnel Costs: Clackamas County must pay the salaries, overtime, insurance, retirement, and other benefits ("Personnel Costs") of its respective personnel serving in the TriMet Transit Police Division. Clackamas County shall invoice TriMet monthly for all actual incurred Personnel Costs for such Division personnel. Administrative fees charged by Clackamas County to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate Clackamas County within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17<sup>th</sup> Avenue, Portland, OR 97202.
- b. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Commander. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30-days in advance. If approved by the Commander, the Commander shall forward the training/ meeting cost requests to TriMet's Executive Director for final approval.
- c. Equipment and Uniforms: Clackamas County shall assign officers to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of officers from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

Expenses associated with routine replacement of uniform and equipment damaged or worn-out in normal use shall be billed to TriMet subsequent to pre-approval by the Executive Director.

Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet subsequent to the pre-approval by the Executive Director. Monthly equipment replacement reserve costs for those items Portland manages in that manner shall be billed to TriMet.

Portland shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this subparagraph d.



- d. Any reimbursement by TriMet of costs or expenses incurred by Portland or Subsidiary Agreement jurisdictions in the performance of this Agreement not included in subparagraphs (a) and (b) above, shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms.
  
- e. Amount: Before December 1<sup>st</sup> of each year of this Agreement, Clackamas County must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Clackamas County under this Agreement. If the parties cannot agree on such compensation by June 1<sup>st</sup>, any party may elect to terminate this Agreement without penalty.

**EXHIBIT 2**  
**TRANSIT POLICE DIVISION STAFFING LETTER**

(on TriMet letterhead)

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(date of letter)

Sheriff  
Clackamas County  
2051 Kaen Road  
Oregon City, Or. 97045

RE: Clackamas County Police Staffing to TriMet Transit Police Division

Dear \_\_\_\_\_:

This letter is issued pursuant to the June 1, 2015 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from Clackamas County to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2015, To-Date

- from (effective date of agreement), 2015 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s) etc.)
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from Clackamas County Police to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Harry Saporta  
Executive Director, Safety, Security & Environmental Services  
TriMet

Agreed to by Clackamas County:

Agreed to by City of Portland:

---

Sheriff

date

---

Transit Police Commander

date

## EXHIBIT 3

### TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

#### THE PARTIES AGREE THAT:

1. Current and future Clackamas County officers assigned to the Division will use their Clackamas County date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future Clackamas County officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to staffing needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.
7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.
8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of Clackamas County officers assigned to the Division will be the responsibility of Clackamas County and in accordance with the Collective Bargaining Agreement between Clackamas County and the Clackamas County Peace Officer's Association.

20. **Citizen Complaints.** All citizen complaints concerning Clackamas County officers to be referred to Clackamas County with the finding copied to the Commander, Transit Police Division. Clackamas County agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about Clackamas County officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with Clackamas County labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the Clackamas County and the Oregon State Sheriff's Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

## EXHIBIT 4

### TRANSIT POLICE STANDARD OPERATING PROCEDURES

**SOP: A-20**

**EFFECTIVE: April 1, 2012**

**REVIEW: April 1, 2014**

**SUBJECT:** Non-Criminal and Criminal Investigations Involving Transit Police Members

**PURPOSE:**

To establish a process for handling non-criminal and criminal investigations that respects all rights and privileges under the affected member's collective bargaining agreement and the member's agency policies.

**DEFINITIONS:**

*Partner Agency:* Any police agency that has a current Intergovernmental Agreement with the Tri-county Metropolitan Transit Authority to supply law enforcement services.

*Non-criminal Complaint:* A complaint made against an officer or deputy where there are no allegations of criminal conduct.

*Criminal Investigation:* An investigation to determine criminal culpability.

*Lead Agency:* The agency taking primary responsibility for the non-criminal or criminal investigation.

**POLICY:**

**Non-Criminal Investigations**

Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

**Criminal Investigations**

Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

**Cooperation**

All partner agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Partner agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

**Notifications**

When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the TPD commander and the employing agency as soon as possible.

At the completion of each investigation the lead agency will apprise the TPD commander and the employing agency of the findings.



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MICHAEL A. CREBS  
Commander Portland Police  
Transit Police Division





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

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:


Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and the City of Wilsonville to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for the City of Wilsonville.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$50,000 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Wilsonville.
<b>Safety Impact</b>	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
<b>Duration</b>	Effective July 1, 2015 and terminates June 30, 2016.
<b>Previous Board Action/Review</b>	Annual renewal.
<b>Contact Person</b>	Captain Chris Hoy, Director - Community Corrections – 503-655-8866

**BACKGROUND:** Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of Wilsonville. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided 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 is for a one year, July 1, 2015 through June 30, 2016 and allows for one additional year renewal.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement and delegates Captain Chris Hoy, Director of Community Corrections, to sign on behalf of the County.

Respectfully submitted,

  
Captain Chris Hoy, Director  
Community Corrections

April 7, 2015

**REQUEST FOR RENEWAL**

Matt Baker  
City of Wilsonville  
29799 SW Town Center Loop  
Wilsonville, OR 97070

RE: Renewal of Intergovernmental Agreement between Clackamas County Community Corrections and the City of Wilsonville for the provision of Community Service Work Crews.

Subject to your review and approval, Clackamas County Requests a one (1) year renewal on the above mentioned contract which is currently set to terminate June 30<sup>th</sup>, 2015.

This will serve as the first of two renewals allowed under the terms of this Agreement.

This Renewal, when signed by the contractor and the Community Corrections Director, will become part of the contract document. The scope of services will remain the same as described in the original agreement. Reimbursement for services will be \$400 per crew day. The contract term will be extended to July 1, 2015 through June 30, 2016.

Please sign and return both of the attached originals at your earliest convenience to:  
Nora Jones, Community Corrections, 1024 Main St, Oregon City, OR 97045. A signed original will be sent back to you. If you have any questions, please phone Nora at 503-655-8780.

City of Wilsonville  
29799 SW Town Center Loop  
Wilsonville, OR 97070  
503-682-4092

Clackamas County  
Community Corrections

Delora Kerber  
Authorized Signature

\_\_\_\_\_  
Captain Chris Hoy, Director

Delora Kerber/Public Works  
Printed Name/Title     Director

\_\_\_\_\_  
Date

4/20/15  
Date



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

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:


Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and the City of West Linn to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for the City of West Linn.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$15,000 in revenue to support the Community Service program.
<b>Funding Source</b>	City of West Linn.
<b>Safety Impact</b>	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
<b>Duration</b>	Effective July 1, 2015 and terminates June 30, 2016.
<b>Previous Board Action/Review</b>	Annual renewal.
<b>Contact Person</b>	Captain Chris Hoy, Director - Community Corrections – 503-655-8866

**BACKGROUND:** Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of West Linn. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided 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 is for a one year, July 1, 2015 through June 30, 2016 and allows for one additional year renewal.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement and delegates Captain Chris Hoy, Director of Community Corrections, to sign on behalf of the County.

Respectfully submitted,



Captain Chris Hoy, Director  
Community Corrections

April 7, 2015

**REQUEST FOR RENEWAL**

Ken Worcester  
City of West Linn  
22500 Salamo Rd  
West Linn, OR 97068

RE: Renewal of Intergovernmental Agreement between Clackamas County Community Corrections and the City of West Linn for the provision of Community Service Work Crews.

Subject to your review and approval, Clackamas County Requests a one (1) year renewal on the above mentioned contract which is currently set to terminate June 30<sup>th</sup>, 2015.

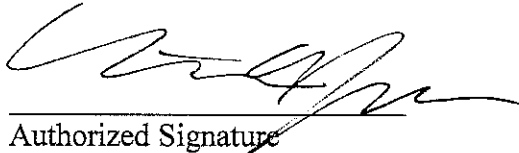
This will serve as the first of two renewals allowed under the terms of this Agreement.

This Renewal, when signed by the contractor and the Community Corrections Director, will become part of the contract document. The scope of services will remain the same as described in the original agreement. Reimbursement for services will be \$400 per crew day. The contract term will be extended to July 1, 2015 through June 30, 2016.

Please sign and return both of the attached originals at your earliest convenience to:  
Nora Jones, Community Corrections, 1024 Main St, Oregon City, OR 97045. A signed original will be sent back to you. If you have any questions, please phone Nora at 503-655-8780.

City of West Linn  
2500 Salamo Rd  
West Linn, OR 97068  
503-656-6081

Clackamas County  
Community Corrections

  
Authorized Signature

\_\_\_\_\_  
Captain Chris Hoy, Director

Chris Jordan / City of W.Linn.  
Printed Name/Title

\_\_\_\_\_  
Date

4/20/2015  
Date



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

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and the City of Clackamas County Service District #1 and  
Surface Water Management Agency to Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for the City of Clackamas County Service District #1 and Surface Water Management Agency.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$65,000 in revenue to support the Community Service program.
<b>Funding Source</b>	City of Clackamas County Service District #1 and Surface Water Management Agency.
<b>Safety Impact</b>	Work Crews improve public areas by cleaning up trash and hazardous materials as well clearing vegetation.
<b>Duration</b>	Effective June 4, 2015 and terminates June 30, 2016.
<b>Previous Board Action/Review</b>	Annual renewal.
<b>Contact Person</b>	Captain Chris Hoy, Director - Community Corrections – 503-655-8866

**BACKGROUND:** Clackamas County Community Corrections provides supervised offender work crews for sites under the control of the City of Clackamas County Service District #1 and Surface Water Management Agency. Crews consisting of a minimum of four offenders perform landscaping and cleanup for generally six hour per day. Community Corrections provided 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 is for a one year, July 1, 2015 through June 30, 2016 and allows for one additional year renewal.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approves this Intergovernmental Agreement.

Respectfully submitted,



Captain Chris Hoy, Director  
Community Corrections

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY THROUGH THE  
COMMUNITY CORRECTIONS DEPARTMENT  
AND  
CLACKAMAS COUNTY SERVICE DISTRICT #1  
AND SURFACE WATER MANAGEMENT AGENCY  
OF CLACKAMAS COUNTY**

I. Purpose

This intergovernmental agreement (the "Agreement") is entered into between Clackamas County ("COUNTY") by and through its Community Corrections Department, herein referred to as Corrections, and Clackamas County Service District #1, and Surface Water Management Agency of Clackamas County, herein referred to collectively as ("DISTRICTS"), for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides the basis for a cooperative working relationship for the purpose of COUNTY providing supervised Corrections Work Crews to perform general labor at sites under the control of DISTRICTS.

II. Scope of Work and Cooperation:

A. Districts agree to:

1. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
2. Schedule Work Crew projects on a mutually agreed-upon schedule.

B. Corrections agrees to:

1. Provide a Work Crew Supervisor to supervise the Work Crews.
2. Provide a Work Crew consisting of a minimum of four (4) probation clients to perform general labor on a mutually agreed-upon schedule. Total labor hours per crew is a minimum of twenty-four (24) labor hours.
3. Provide all basic tools to perform work. DISTRICTS will provide special tools if required.

III. Compensation

DISTRICTS agree to pay \$400.00 per Work Crew for each day of services, up to an amount not to exceed of Fifty Thousand and 00/100 Dollars (\$50,000.00). Payments shall be made on the basis of requests for payment submitted as follows:

- A. Corrections will bill DISTRICTS within the first week following the last working day of each calendar month in which work is performed.
- B. DISTRICTS agree to pay Corrections within 30 days of the receipt of Corrections invoice.

IV. Liaison Responsibility

Andy Robins, Field Operations Supervisor, or his designee will act as liaison from the DISTRICTS for this project. DISTRICTS may make requests for Work Crew services through the Corrections Community Service Office.

V. Special Requirements

- A. Hazardous Materials. No Work Crew provided under this Agreement shall be required to clean up any work site when known or suspected hazardous materials are present.
- B. Conformance to Laws. COUNTY and DISTRICTS agree to comply with all applicable local, state, and federal laws and regulations. Specifically, as applicable, COUNTY shall comply with Oregon Public Contracting Provisions pursuant to the requirements in ORS 279B.020 and 279B.220 through 249B.235.
- C. Indemnification. DISTRICTS agree to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of DISTRICTS or its employees. COUNTY agrees to indemnify, save harmless, and defend DISTRICTS, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of COUNTY or its employees subject to the limitations if applicable set forth in Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.
- D. Insurance. COUNTY and DISTRICTS agree 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. COUNTY will provide liability insurance for those individuals on the work site for the purposes of all activities undertaken pursuant to this Agreement and also provide adequate automobile insurance for any transport vehicle used to transport the Work Crews. If applicable, workers' compensation insurance shall also be provided. It is agreed to the extent permitted by law that COUNTY'S self insurance shall meet the obligations of this paragraph.

- E. 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 reports 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 subject to audit findings shall be retained for a longer time until such audit findings are resolved.
- F. Access to Records. The COUNTY shall have access to the books, documents, papers, and records of DISTRICTS which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. Debt Limitation. 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.

VI. Amendment

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

VII. Term of Agreement

This Agreement becomes effective upon completion of signatures below, is scheduled to terminate June 30, 2016 but may be renewed for two (2) additional one (1) year agreements upon written approval by both parties.

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

*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.

**CLACKAMAS COUNTY:**

---

John Ludlow  
Chair, Board of Commissioners  
Chair, Clackamas County Service District No. 1  
Chair, Surface Water Management of Clackamas County

---

Mary Raethke  
Recording Secretary

---

Date



June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approve an Intergovernmental Agreement between Clackamas County and Portland State University's  
Mark O. Hatfield School of Government for the Hatfield Resident Fellows Program**

<b>Purpose/Outcomes</b>	This Intergovernmental Agreement is a master agreement between Clackamas County and PSU to provide a uniform and universal instrument that makes it simple for County departments and agencies to participate in the Hatfield Resident Fellows Program.
<b>Dollar Amount and Fiscal Impact</b>	None, the master agreement allows individual departments to engage Hatfield Fellows via purchase orders against a scope of work for each Hatfield Fellow.
<b>Funding Source</b>	Each individual department or agency will fund any Fellow(s) engaged.
<b>Safety Impact</b>	N/A
<b>Duration</b>	This IGA expires on September 30, 2018 unless extended or terminated.
<b>Previous Board Action</b>	The Board has previously approved individual IGAs with PSU for these purposes.
<b>Contact Person</b>	Laurel Butman, 503-655-8893

**BACKGROUND:**

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several competitive fellowships designed to bring national talent to Oregon public entities. The Hatfield Resident Fellows program targets postgraduate Master and Ph.D. students with a strong scholarship record and confirmed interest in public service.

PSU recruits Fellows from a network of 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 at Los Angeles, as well as the Oregon University system.

Hatfield Resident Fellows serve 32-hours per week for 32-weeks and receive a \$20,000 salary paid by PSU over the course of the fellowship. Fellows attend. Hiring/sponsoring organizations pay a total amount of \$35,000 per Hatfield Fellow which includes salary, a 4-day orientation and team building session at PSU in July, a series of networking events throughout the program, and program administration. This Master IGA will make it more efficient for County departments and agencies to engage Hatfield Resident Fellows by reducing paperwork and procurement actions needed.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this or a substantially similar Master Intergovernmental Agreement for Hatfield Resident Fellows between Clackamas County and Portland State University's Mark O. Hatfield School of Government. Your favorable consideration is requested.

Respectfully submitted,

Don Krupp, County Administrator



**INTER-GOVERNMENTAL AGREEMENT (IGA)  
For the Hatfield Resident 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:* Laurel Butman  
*Title:* Deputy County Administrator  
Clackamas County

*Address:* 2051 Kaen Road  
Oregon City, Oregon 97045  
*Telephone:* 503-655-8893

**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 February 27, 2018, unless extended or terminated sooner under provisions identified within this Agreement. It is the expectation of the Parties to this IGA that participation in the fellows program will continue for the duration of 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 at 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 Hatfield Resident Fellows Program. By targeting and selecting the best candidates, the Hatfield Resident Fellows Program helps to build capacity in Oregon by increasing the number of leaders who are devoted to public service. The Hatfield Resident 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 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 Hatfield Resident Fellows program before completing the duties described in the Hatfield Resident 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 32 hours a week for 32-weeks for each Fellow. This placement includes a two-week winter break.
2. Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Hatfield Resident Fellows program and the project(s) to be performed. The SOW should include 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 that is line with the attached Job Description under adequate supervision encompassing new AGENCY activities.
3. For each Fellow participating in the program the AGENCY will complete the SOW form identified as Exhibit A.
4. 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 \$35,000 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 Hatfield Resident Fellows program, an Explanation of Fee Schedule, and a Fee Schedule Example.
- B. The SOW executed between AGENCY and the assigned Fellow shall be completed prior to commencement of the Fellow's placement and shall define the actual work to be performed by each Fellow (ref. Exhibit A). Each SOW shall be submitted to the following PSU location for approval and shall clearly identify AGENCY:

Center for Public Service  
Portland State University  
PO Box 751 (PA- ELI)  
Portland, OR 97207 – 0751  
Attn: NGL 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 Hatfield Resident Fellows program (beyond the payment of wages to the Fellows) cover expenses related to program administration, recruitment and placement of the Fellow, delivery of the 4-day orientation and training institute provided for the Fellow in July, and ongoing leadership development and mentoring over the term of the placement (exact amounts may vary among programs and over time).
- D. The Sponsor Fee(s) shall be paid quarterly by Agency to PSU per the following schedule based on \$35,000 per Fellow:

An initial deposit in the amount of \$11,700 will be due no later than July 31 for Fellow recruitment, placement, training and the first month's wages.

A second payment in the amount of \$6,700 will be due no later than September 30.

A third payment in the amount of \$9,900 will be due no later than December 31.

A fourth and final payment in the amount of \$6,700 will be due no later than February 28.

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. In cases where AGENCY elects to terminate this contract for purposes of hiring the Fellow into an employment status with AGENCY prior to the completion of the contract period, the following stipulations will be in effect:
  1. Termination of the contract must coincide with the end of Fellow's pay period: the last day of the month.
  2. AGENCY agrees to pay all Fellow wages and other personnel expenses incurred by PSU through the termination effective date.
  3. AGENCY agrees to pay said program balance by the due date stipulated by PSU – 30 days after the amount has been calculated and invoiced.
- C. 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, the Party receiving the notice 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 Hatfield Resident Fellows 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:** Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045  
Attention: Laurel Butman  
Telephone: 503-655-8893  
Facsimile: 503-  
Email: lbutman@clackamas.us

**To PSU:** Center for Public Service  
Portland State University  
PO Box 751, MC: PA-ELI  
Portland, OR 97207  
Attn: NGI Fellowship Coordinator  
Telephone: 503-725-8259  
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) 725-7873

**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.

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

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 acts 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 Circuit Court of Multnomah County for the State of Oregon, 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, constitute 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.

**CLACKAMAS COUNTY**

**PORTLAND STATE UNIVERSITY**

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

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

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

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

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



**EXHIBIT A**  
**Hatfield Resident Fellows Program Statement of Work (SOW)**

The purpose of this SOW is to outline the project(s) that will be performed by the Hatfield Resident Fellow, the products that will be delivered, and the responsibilities of both Agency and the Fellow. The work described in the SOW shall reflect new or unique project specific activity not day-to-day operational tasks. This SOW must identify the requirements and deliverables 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 [redacted] 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 sponsoring 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  
Facsimile: 503-725-5111**

**Name of Fellow**

(insert)

**Name of AGENCY**

(insert)

**Agency Address**

(insert)

**Agency Representative/Supervisor for this Project**

(insert)

**Agency Representative/Supervisor Contact Information (telephone, fax and email)**

(insert)

**Start Date – End Date**

(insert)

**Project Description & Objectives**

(insert 1-2 paragraphs for each project)

**Project Deliverables**

(insert)

**Quality Standards and Acceptance**

(insert standards for evaluating and accepting deliverables performed during the fellowship.)

**Completion of Training Institute at Portland State University**

Both Parties agree that the Fellow shall be released from their normal project duties for a 4-day orientation and training institute (on topics such as performance measurement and management, public sector financial management, e-government, and sustainability) held in July at Portland State University.

**Other Salient Information**

(insert)

**Exhibit B  
Hatfield Resident Fellows Program**

Overview:

- Highly competitive 32-week, 32-hour per week commitment
  - Fellows submit a resume, writing sample(s), letters of reference and complete an interview
- Fellows receive a total amount of \$20,000 paid in salary over the course of the fellowship. Fellows are placed with state and local agencies, and not for profits located in Oregon; some in Washington and California
- Fellows attend a 4-day orientation and team building session at PSU in July and a series of networking events throughout the program
- All Fellows will attend continuing education and networking events throughout the program

Agreement Mechanism and Consideration:

*Sponsor Agency*

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria in keeping with the attached Job Description;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office ; and
- Provide a total amount of \$35,000 per Hatfield Fellow.
  - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 4-day orientation provided for the Fellows in July and payment of the Fellow's salary.

*Hatfield Resident Fellows*

- Each Fellow signs a Wage Agreement and completes the PSU new hire HR process.

Fee Schedule Example:

PROGRAM	WEBSITE	SPONSOR FEE	FELLOW SALARY
<b>Hatfield Resident Fellowship (32 week placement)</b>	<a href="http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship">http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship</a>	\$35,000	\$20,000

*Explanation of Fee Schedule*

- **Sponsor Fee** represents the price of sponsorship (what AGENCY will pay PSU) to sponsor one Fellow for 32 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.



June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approve an Intergovernmental Agreement between Clackamas County and Portland State University's  
Mark O. Hatfield School of Government for the Oregon Fellows Program**

<b>Purpose/Outcomes</b>	This Intergovernmental Agreement is a master agreement between Clackamas County and PSU to provide a uniform and universal instrument that makes it simple for County departments and agencies to participate in the Oregon Fellows Program.
<b>Dollar Amount and Fiscal Impact</b>	None, the master agreement allows individual departments to engage Oregon Fellows via purchase orders against a scope of work for each Oregon Fellow.
<b>Funding Source</b>	Each individual department or agency will fund any Fellow(s) engaged.
<b>Safety Impact</b>	N/A
<b>Duration</b>	This IGA expires on September 30, 2018 unless extended or terminated.
<b>Previous Board Action</b>	The Board has previously approved individual IGAs with PSU for these purposes.
<b>Contact Person</b>	Laurel Butman, 503-655-8893

**BACKGROUND:**

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several competitive fellowships designed to bring national talent to Oregon public entities. The Oregon Fellows program targets current graduate students with a strong scholarship record and confirmed interest in public service.

PSU recruits Fellows from a network of 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 at Los Angeles, as well as the Oregon University system.

Oregon Fellows serve full-time for 10-weeks and receive a \$5,000 stipend paid by PSU over the course of the fellowship. Hiring/sponsoring organizations pay a total sponsor fee of \$9,000 per Oregon Fellow, which includes stipend, a 3-day orientation session and team building at PSU in June and a series of networking events, and program administration. This Master IGA will make it more efficient for County departments and agencies to engage Oregon Fellows by reducing paperwork and procurement actions needed.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this or a substantially similar Master Intergovernmental Agreement for Oregon Fellows between Clackamas County and Portland State University's Mark O. Hatfield School of Government. Your favorable consideration is requested.

Respectfully submitted,

Don Krupp, County Administrator



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

This Inter-governmental Agreement (this “Agreement”) is by and between **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:* Laurel Butman  
*Title:* Deputy County Administrator  
Clackamas County

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

*Telephone:* 503-655-8893

**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, 2018, unless extended or terminated sooner under provisions identified within this Agreement. It is the expectation of the Parties to this IGA that participation in the fellows program will continue for the duration of 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. For each Fellow participating in the program the AGENCY will complete the SOW form identified as Exhibit A.
4. 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 to reserve a Fellow.

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

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

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:** Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045  
Attention: Laurel Butman  
Telephone: 503-655-8893  
Facsimile: 503-  
Email: lbutman@clackamas.us

**To PSU:** Center for Public Service  
Portland State University  
PO Box 751, MC: PA-ELI  
Portland, OR 97207  
Attn: NGI 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, AGENCY shall indemnify PSU against any liability for damage to life or property arising from AGENCY'S actions under this Agreement provided, however, AGENCY shall not be required to indemnify PSU for any such liability arising out of the wrongful or negligent acts of employees or agents of PSU.

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.



**CLACKAMAS COUNTY:**

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

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

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

**PORTLAND  
STATE UNIVERSITY:**

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

\_\_\_\_\_  
**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 [redacted] 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**

(insert)

**Name of State of Oregon Agency**

(insert)

**Agency Address**

(insert)

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

(insert)

**Agency Representative/Supervisor Contact Information (telephone, fax and email)**

(insert)

**Start Date**

(insert)

**End Date**

(insert)

**Project Description & Objectives**

(insert 1-2 paragraphs for each project)

**Project Deliverables**

(insert)

**Quality Standards and Acceptance**

(insert standards for evaluating and accepting deliverables performed during the fellowship.)

**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 in June at Portland State University.

**Other Salient Information**

(insert)

## 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	SPONSOR FEE	FELLOWSHIP STIPEND
<b>Oregon Fellows Program (10-week placement)</b>	<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.



Gregory L. Geist  
Director

June 4, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Construction Contract between  
Clackamas County Service District No.1 and Stellar J Corporation for the  
Kellogg Creek WPCP Primary Clarifier No. 2 Rebuild Project

<b>Purpose/Outcomes</b>	Primary Clarifier No. 2 components are aged and in danger of failing at any time. Replacement components and repairs will provide reliability of primary treatment processes needed for overall compliance with discharge permits
<b>Dollar Amount and Fiscal Impact</b>	Funds for construction services are budgeted in the FY2014-15 and 2015-16 budget. The agreement is for \$546,729.00.
<b>Funding Source</b>	Clackamas County Service District No.1 FY 2014-15-16 Annual Budget
<b>Safety Impact</b>	None
<b>Duration</b>	Completion October 15, 2015
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Dewayne Kliewer, PE, Project Manager – Water Environment Services – 503-742-4572
<b>Contract No.</b>	P112066

**BACKGROUND:**

Originally constructed in the early '70's, Primary Clarifier No. 2 has performed primary wastewater treatment processes well. However, the drive mechanism and basin mechanical equipment are far past their useful life and in danger of complete failure. Areas of severe hydrogen sulfide deterioration to concrete surfaces also need to be addressed to preserve assets. A thorough professional evaluation identified the need for the extent of repairs outlined in project construction documents.

This project consists of replacement of the clarifier drive and sludge collection system, as well as effluent trough restoration, replacement of weir and baffle and rehabilitation efforts to deteriorated concrete surfaces in clarifier troughs. All labor and materials anticipated for this work are included in the bid amount.

On April 6, 2015, the District, through Purchasing, publicly advertised an Invitation to Bid to provide these construction services. Bids were publicly opened on April 23, 2015, and it was determined that Stellar J Corporation is the lowest responsive qualified firm to complete this work, for their bid price of \$546,729.00. It was also confirmed that Stellar J Corporation is eligible to perform public works projects in the State of Oregon.

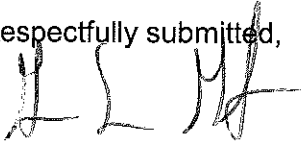
This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

For these reasons, Staff recommends the Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, a county service district ("District"), and as the Local Contract Review Board,

- 1) make a finding that advertisements for bids were properly published, that written bids were timely received by the District, and that those bids were opened publicly at the designated time, and
- 2) approve the construction contract for the Kellogg Creek WPCP Primary Clarifier No. 2 Rebuild Project between the District and Stellar J Corporation for \$546,729.00.

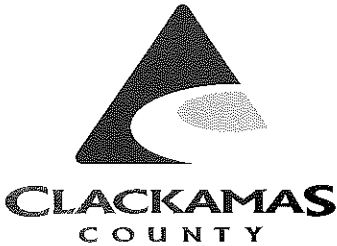
Respectfully submitted,



Greg Geist  
Director, WES

Placed on the Board Agenda of June 4, 2015 by Purchasing Division

/kaw



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

June 4, 2015

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **June 4, 2015** this contract with Stellar J Corporation for the **Kellogg Creek WPCP Primary Clarifier No. 2 Rebuild Project** for Clackamas County Water Environment Services. This project was requested by Dewayne Kliever, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-four bid packets were sent out with Three bids received: Stellar J Corporation - \$546,729.00; Stettler Supply Company - \$564,168.00; and James W Fowler Company - \$568,350.00. After review of all bids, Stellar J Corporation was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$546,729.00. All work is to be substantially completed by September 15, 2015 with a contract completion date of October 31, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under WES/Clackamas County Service District No. 1 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder  
Purchasing Staff