

AGENDA

Thursday August 2, 2018 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2018-71

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation on Water Environment Services Watershed Health Education Program
(Gari Johnson, Public & Government Affairs)

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

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

1. Board Order No. _____ for Boundary Change Proposal CL 17-005, Annexation to Tri-City County Service District (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)
2. Board Order No. _____ for Boundary Change Proposal CL 18-006, Annexation to Clackamas County Service District No. 1 (Nate Boderman, County Counsel, Ken Martin, Boundary Change Consultant)

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

A. Health, Housing & Human Services

1. Approval of an Agreement with Northwest Family Services for Culturally-Specific Domestic Violence Shelter and Services – *Children, Youth & Families*
2. Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents – *Social Services*

3. Approval of an Intergovernmental Facility Lease Agreement with the Oregon Trail School District No. 46 for the Sandy Health & Wellness Center – *Health Centers*
4. Resolution No. _____ Declaring a State of Emergency and Emergency Measures to Address the Housing Crisis – *H3S Administration*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation Related to the Issuance of Trip Permits

C. Finance Department

1. Authorization to Purchase Eighteen (18) Dodge Chargers for the Clackamas County Sheriff's Office - *Procurement*
2. Authorization to Purchase Twelve (12), 2019 Ford Transit 350 Cargo Vans for Clackamas County Facilities Management - *Procurement*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Resolution No. _____ Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District – *Justice Court*
3. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with the City of Estacada to Provide the City's Police Services - *CCSO*
4. Approval of a Purchase from Command Sourcing, Inc. for a Full Body Scanner for the Clackamas County Sheriff's Office – *Procurement for the CCSO*

V. WATER ENVIRONMENT SERVICES

1. Resolution No. _____ Authorizing a Department of Environmental Quality State Revolving Fund Loan Agreement with Water Environment Services to Finance a Solids Handling Project

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>



Gregory L. Geist
Director

August 2, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation
on Water Environment Services Watershed Health Education Program

Purpose/Outcomes	Inform the Board of County Commissioners about the WES Watershed Health Education Program and the impact to county students
Dollar Amount and Fiscal Impact	\$60,000
Funding Source	WES Surfacewater FY2016-17 & 2017-18 Operating Budgets
Duration	September 2016 - June 2018
Previous Board Action/Review	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities • This program supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams • This program supports the County's Strategic Plan objective to Honor, Utilize, Promote and Invest in our Natural Resources
Contact Person	Gari Johnson x4631
Contract No.	N/A

BACKGROUND:

Water Environment Services (WES) developed the Watershed Health Education Program to educate youth about the importance of protecting our local watersheds as outlined in the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Discharge Permit. This program makes it possible for North Clackamas School District teachers and their students to get out of the classroom and into the field where they gain hands-on experience making assessments, restoring streamside habitats, and studying what determines healthy rivers and streams. Students then share their knowledge with friends, family and the broader community through presentations and activities, making an even bigger impact on public health and protecting the environment.

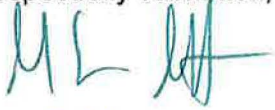
WES' Gari Johnson will give a brief update on the Program and its partnerships that work with elementary school aged students, show a 2 minute video featuring students' hands-on watershed activities, and then introduce the Estuary Partnership's Executive Director Debrah

Marriott. Ms. Marriott will share with the Board a brief presentation of the significance of their work over the past two years with local 4th and 5th graders on behalf of WES to increase the students' knowledge of watershed science and to educate a new generation of water quality stewards.

RECOMMENDATION:

None. This is an informational item.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Greg Geist', with a horizontal line extending to the right.

Greg Geist

Director – Water Environment Services



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

August 2, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal CL 17-005,
Annexation to Tri-City County Service District

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Jeff Heinrich
 Assistants

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district, and Tri-City County Service District is such a district.

Proposal No. CL 17-005 is a proposed annexation to Tri-City County Service District ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Oregon City has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal, the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains .96 acres, 1 single family dwelling, a population of 3 and is valued at \$307,051.

REASON FOR ANNEXATION

The property owners desire sewer service for the existing single family dwelling.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served (major transmission and treatment) by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with Clackamas County Service District #1 and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-17-005, annexation to Tri-City County Service District.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal No.
CL 17-005



Board Order No. _____

Whereas, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Tri-City County Service District; and

Whereas, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

Whereas, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

Whereas, it further appearing that this matter came before the Board for public hearing on August 2, 2018 and that a decision of approval was made on August 2, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 17-005 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Tri-City County Service District as of August 2, 2018.

ADOPTED this 2nd day of August, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 17-005 is a proposed annexation to Tri-City County Service District ("District").
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains .96 acres, 1 single family dwelling, a population of 3 and is valued at \$307,051.
4. The property owners desire sewer service for the existing single family dwelling.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Tri-City County Service District and the City of Oregon City do have an agreement calling for the District to be the provider of sewerage treatment and transmission for the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and Clackamas County Service District # 1 to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property will receive sewerage treatment and transmission from WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Findings 2.

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Findings 7 and 8. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall “. . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195.” ORS 197.015 says “Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components.” The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

7. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
8. The territory has recently been annexed to the City of Oregon City and has a planning designation of Low Density residential. The property is developed with a single family residence in accord with this designation.
9. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
10. The City of Oregon City has an 8-inch sewer line in Sunblaze Drive which serves the property. WES, as the service provider for the District, will provide major transmission and treatment of sewerage.
11. The territory is within Clackamas River Water and is already served by that the district.
12. The area receives police service from the City of Oregon City.

13. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
14. The area to be annexed receives parks and recreation service from the City of Oregon City.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the City and the District have agreed which entity will provide which aspects of sewer service to the area.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Oregon City Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B

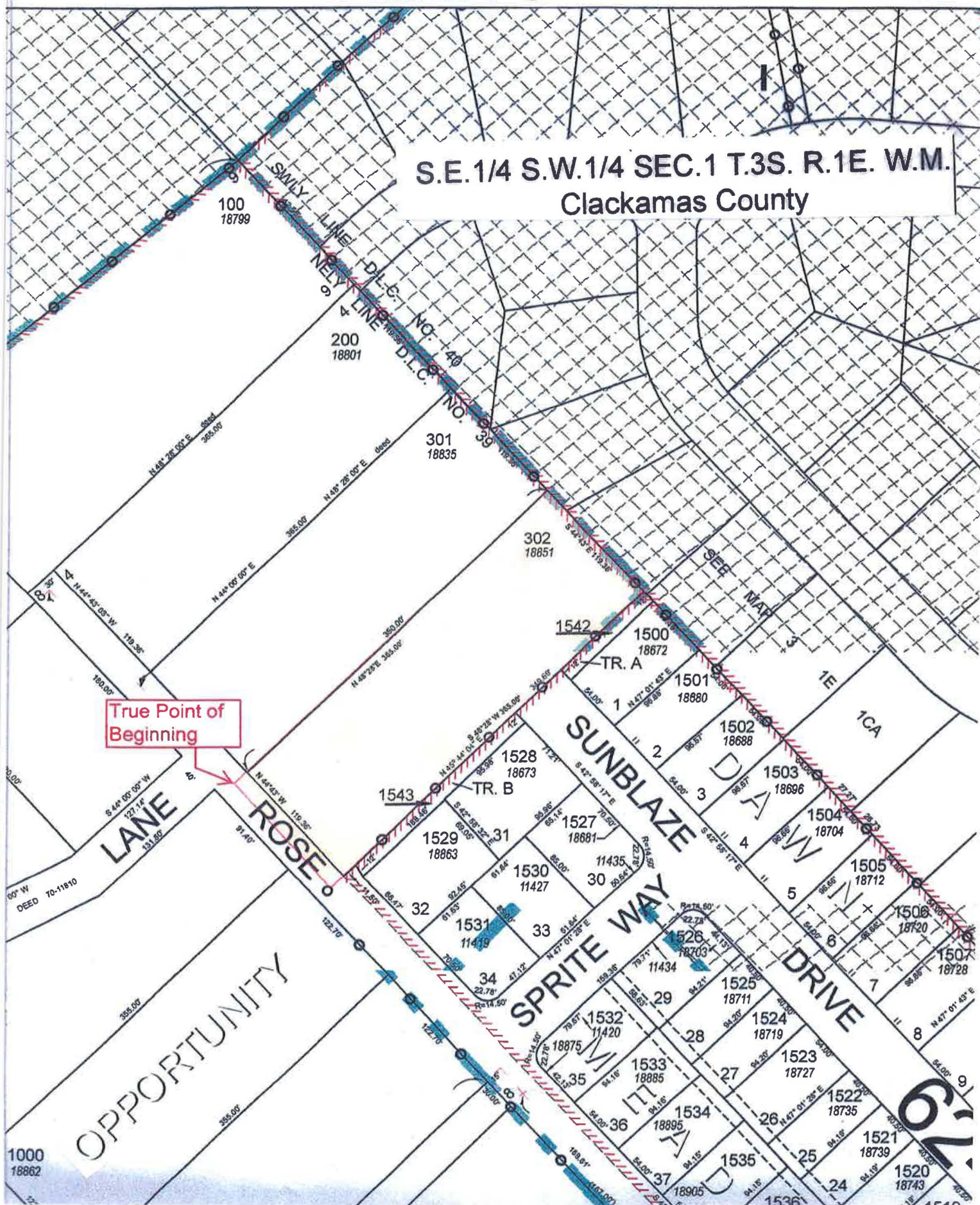
Part of Tract 4, OPPORTUNITY, in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at the most Northerly corner of said Tract 4; thence South $44^{\circ} 43'$ East along the Northeasterly line of said Tract 4, a distance of 119.36 feet; thence South $48^{\circ} 28'$ West, 365 feet to the Southwesterly line of said Tract 4; thence South $44^{\circ} 43'$ East along said Southwesterly line, 119.36 feet to the true point of beginning; thence North $48^{\circ} 28'$ East, 365 feet to the Northeasterly line of said Tract 4; thence South $44^{\circ} 43'$ East along said Northeasterly line, 119.36 feet; thence South $48^{\circ} 28'$ West, 365 feet to the Southwesterly line of said Tract 4; thence North $44^{\circ} 43'$ West along said Southwesterly line, 119.36 feet to the true point of beginning.

More commonly known as: **18851** Rose Road, Oregon **City**, Oregon 97045

EXHIBIT C

S.E. 1/4 S.W. 1/4 SEC. 1 T.3S. R.1E. W.M.
Clackamas County





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

August 2, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Board Order for Boundary Change Proposal CL 18-006,
Annexation to Clackamas County Service District No. 1

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Jeff Heinrich
Assistants

Purpose/Outcomes	Conduct Public Hearing/Approve Order
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Nate Boderman, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 18-006 is a proposed annexation to Clackamas County Service District No. 1 ("District").

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation. Also as required by statute (ORS 198.720(1)) the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners. The petition meets the requirement for initiation set forth in ORS 198.857, ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District. The territory contains 2.5 acres, 1 single family dwelling, a population of 2 and is valued at \$541,878.

REASON FOR ANNEXATION

The property owners desire sewer service for the existing single family dwelling.

CRITERIA

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the proposed findings. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and
- (2) Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

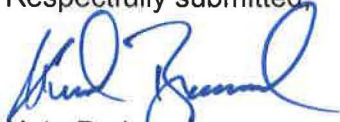
There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in the findings attached in the proposed order. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District. A draft order with proposed findings is attached hereto for the Board's consideration. The territory, if annexed into the District, will be served by Water Environment Services pursuant to that certain ORS 190 Partnership entered into by the District with the Tri-City Service District and the Surface Water Management Agency of Clackamas County, as amended from time to time.

RECOMMENDATION

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-18-006, annexation to Clackamas County Service District No. 1.

Respectfully submitted,



Nate Boderman
Assistant County Counsel

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

In the Matter of Approving
Boundary Change Proposal No.
CL 18-006



Board Order No. _____

Whereas, this matter coming before the Board at this time, and it appearing that the owner of all the land in the territory to be annexed has petitioned to annex the territory to Clackamas County Service District No. 1; and

Whereas, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapters 198 and Metro Code 3.09; and

Whereas, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

Whereas, it further appearing that this matter came before the Board for public hearing on August 2, 2018 and that a decision of approval was made on August 2, 2018;

NOW, THEREFORE, IT IS HEREBY ORDERED that Boundary Change Proposal No. CL 18-006 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of August 2, 2018.

ADOPTED this 2nd day of August, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

FINDINGS

Based on the study and the public hearing the Board found:

1. Proposal No. CL 18-006 is a proposed annexation to Clackamas County Service District No. 1 ("District").
2. If the Board approves the proposal the boundary change will become effective immediately.
3. The territory to be annexed contains 2.5 acres, 1 single family dwelling, a population of 2 and is valued at \$541,878.
4. The property owners desire sewer service for the existing single family dwelling.
5. Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City. The District has entered into an agreement with the Surface Water Management Agency of Clackamas County and the Tri-City Service District to create Water Environment Services, an ORS 190 partnership ("WES") as a collective service provider for all three districts. If annexed into the District, the property would be served by WES under such agreement.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party¹; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted in Findings 2.

To approve a boundary change, the reviewing entity [the County Board] must apply the following criteria:

To approve a boundary change the County must:

¹ A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (1) Find that the change is consistent with expressly applicable provisions in:
 - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
 - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
 - (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;
 - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
 - (E) Any applicable comprehensive plan;
 - (F) Any applicable concept plan; and

- (2) Consider whether the boundary change would:
 - (A) Promote the timely, orderly and economic provision of public facilities and services;
 - (B) Affect the quality and quantity of urban services; and
 - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The proposal is consistent with the Comprehensive Plan as stated in Findings 7 and 8. No concept plans cover this area.

Staff has reviewed both the ORS 198 criteria and the Metro Code requirements, and found that the subject property is eligible for annexation to the District.

6. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

7. The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall ". . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to ORS chapter 195." ORS 197.015 says "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

8. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal

POLICIES

Sanitary Sewage Disposal

* * *

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
9. The territory is inside the City of Happy Valley and has a zoning designation of Mixed Use Residential Single Family. The existing use complies with this designation.
10. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
11. WES, as the service provider for the District, has an 8-inch sewer line in SE 172nd Avenue adjacent to the property.
12. The territory is within the Sunrise Water Authority and is already served by that the Authority.
13. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department for service.
14. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary sewers.
15. The area to be annexed receives parks and recreation service from the City of Happy Valley.

CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

1. The Metro Code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 5 & 9 there are no such agreements or plans in place in this area. The Board concludes that its

decision is not inconsistent with any such agreements and plans.

2. The Metro Code calls for consistency between the Board decision and any "applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services." The Board notes the original public facility plan for this area does call for sewer service by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County Comprehensive Plan and the Happy Valley Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing & phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District, through Water Environment Services, has service available to the area to be annexed as noted in Finding No. 10. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050 (B) (2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

EXHIBIT B

ANNEXATION TO CCSD#1

1
2
3
4
5 A TRACT OF LAND IN THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 1
6 SOUTH, RANGE 3 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF
7 CLACKAMAS AND STATE OF OREGON AS FOLLOWS:

8
9 BEGINNING AT THE SOUTHEAST CORNER OF "ROCK CREEK MEADOWS SUBDIVISION",
10 CLACKAMAS COUNTY PLAT NO. 4408, AND SAID POINT ALSO BEING THE NORTHEAST
11 CORNER OF THAT TRACT OF LAND CONVEYED TO ANGELA O. MARTIN BY DEED
12 RECORDED UNDER CLACKAMAS COUNTY FEE NUMBER 2016-039386 (COMMONLY
13 KNOWN AS MAP AND TAX LOT 13E31D01901) AND THE POINT OF BEGINNING;

14
15 Thence; Southerly along the east line of that tract of land conveyed by deed to Angela O.
16 Martin recorded under Clackamas County fee number 2016-039386, (commonly known as
17 map and tax lot 13E31D01901), 165.00 feet, to a point of intersection with the north line of
18 that tract of land conveyed to John M and Dorothy A Riehl by deed recorded under
19 Clackamas County Fee number 96-64979, (commonly known as map and tax lot 13E31D
20 02000),

21 Thence; Westerly along the north line of that tract of land conveyed to John M and Dorothy
22 A Riehl by deed recorded under Clackamas County Fee number 96-64979, (commonly
23 known as map and tax lot 13E31D 02000), 569.00 feet to a point of intersection with the
24 east line of that tract of land conveyed to Vernon Dale Matthews and Karen J. Matthews
25 Trustees of the V. Dale Matthews and Karen J. Matthews Revocable Trust u/a/d by deed
26 recorded under Clackamas County Fee number 2011-022497, (commonly known as map
27 and tax lot (commonly known as map and tax lot 13E31D 01900).),

28 Thence; Northerly along the east line of that tract of land conveyed to Vernon Dale
29 Matthews and Karen J. Matthews Trustees of the V. Dale Matthews and Karen J. Matthews
30 Revocable Trust u/a/d by deed recorded under Clackamas County Fee number 2011-
31 022497, (commonly known as map and tax lot 13E31D 01900), 145 feet to the north line of
32 that tract of land conveyed to Vernon Dale Matthews and Karen J. Matthews Trustees of the
33 V. Dale Matthews and Karen J. Matthews Revocable Trust u/a/d by deed recorded under
34 Clackamas County Fee number 2011-022497, (commonly known as map and tax lot
35 13E31D 01900),

36 Thence; Westerly along the north line of that tract of land conveyed to Vernon Dale
37 Matthews and Karen J. Matthews Trustees of the V. Dale Matthews and Karen J. Matthews
38 Revocable Trust u/a/d by deed recorded under Clackamas County Fee number 2011-
39 022497, (commonly known as map and tax lot 13E31D 01900), 721.00 feet to a point of
40 intersection with the east Right-Of-Way line of Clackamas County Road No. 494, SE 172nd
41 Ave.,

42 Thence; Northerly along the east Right-Of-Way line of SE 172nd Ave., 20 feet to a point of
43 intersection with the south line of "Rock Creek Meadows Subdivision", Clackamas County
44 Plat No. 4408,

45 Thence; S89°06'08"E along the south line of "Rock Creek Meadows Subdivision", Clackamas
46 County Plat No. 4408, 1,289.90 feet to a point of intersection with the southeast corner of
47 "Rock Creek Meadows Subdivision", Clackamas County Plat No. 4408 and the Point Of
48 Beginning.

EXHIBIT C

Rock Creek Meadows Subdivision
Clackamas County Plat No. 4408

P.O.B.

2500
2.77 Ac.
20160

RR

SE 172ND A'

1900
2.41 Ac.
12426
CLACKAMAS COUNTY DEED
FEE NUMBER 2011-022497
MAP AND TAX LOT 13E31D01900

1901
2.48 Ac.
12400
CLACKAMAS COUNTY DEED
FEE NUMBER 2016-039386
MAP AND TAX LOT 13E31D01901

2000
4.89 Ac.
12500
CLACKAMAS COUNTY DEED
FEE NUMBER 96-64979
MAP AND TAX LOT 13E31D02000

SFA

S.E. 1/4 SEC.31 T.1S. R.3E. W.M.
CLACKAMAS COUNTY

1/16th
Pipe

SEE MAP 2 3E

County Road No. 494

1/4 COR

S 89°06'08" E

1,289.90

145.00'

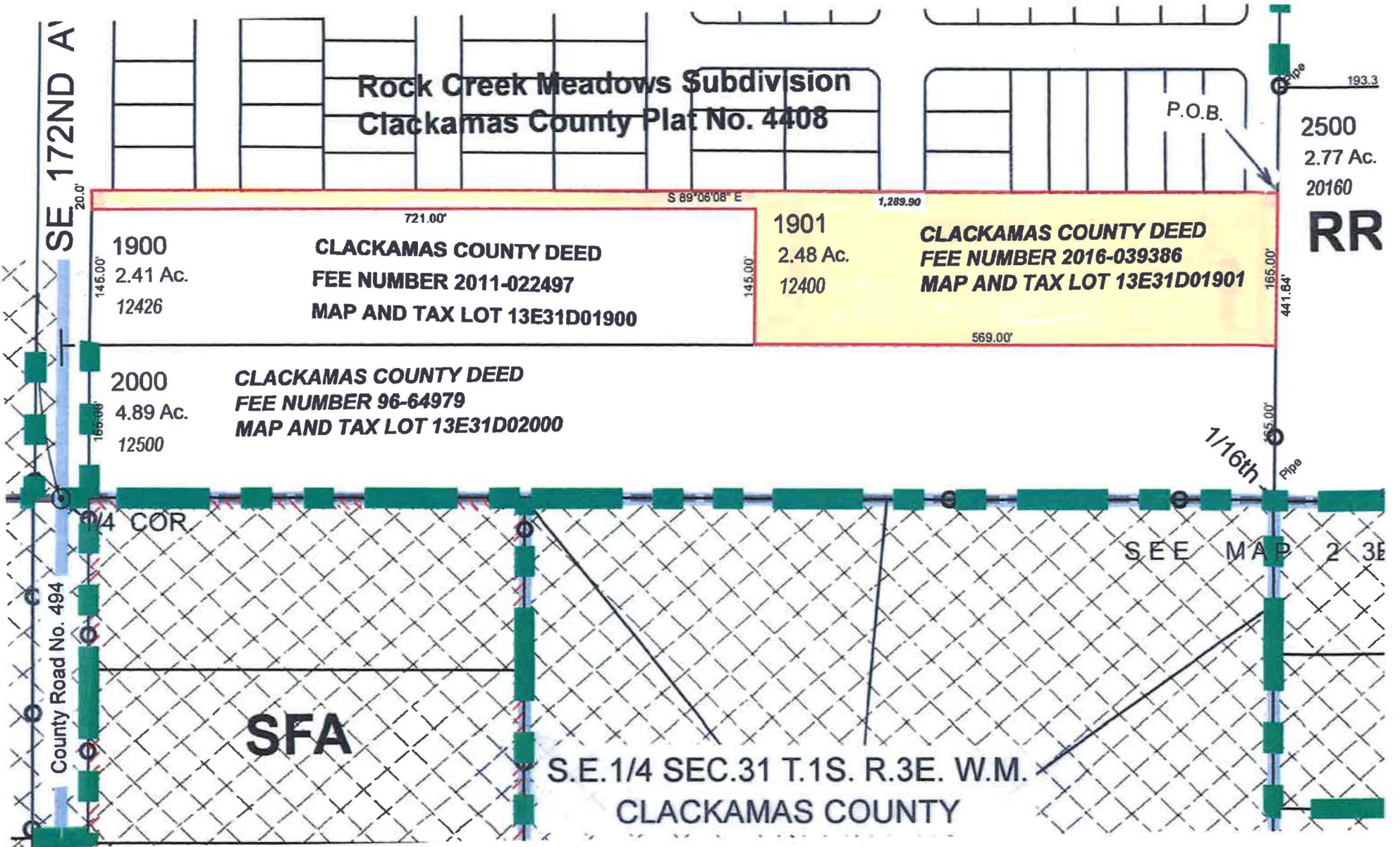
721.00'

569.00'

165.00'

165.00'

193.3



August 2, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agreement with Northwest Family Services
for Culturally-Specific Domestic Violence Shelter and Services

Purpose/Outcomes	Provides domestic violence services to Latina survivors of domestic violence and their children, including emergency shelter, support groups, and information and referral. <ul style="list-style-type: none"> • 35 survivors will be sheltered with 85% reporting that they have a safety plan, know of options to stay safe, and exit to safe and stable housing; • 30 survivors will participate in support group with 85% responding they have an increased understanding of domestic violence and resources.
Dollar Amount and Fiscal Impact	\$130,000 No County Staff are funded through this Agreement
Funding Source	County General Funds
Duration	Effective July 1, 2018 and terminates June 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Ensure safe, healthy and secure communities • Ensure equitable access to services
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	8944

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Northwest Family Services. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment, housing assistance and referrals) to Latina survivors of domestic violence and their children.

Funding for this Agreement is County General Funds. It has been reviewed by County Counsel. It is effective upon signature for services starting July 1, 2018 and terminating June 30, 2019. Agreement has a maximum value of \$130,000.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services

FACILITY USE AGREEMENT

#8937 OREGON TRAIL SCL DISTRICT 46 - SANDY HIGH SCHOOL BUILDING

Start Date: July 1, 2018

End Date: June 30, 2019

Owner: Oregon Trail School District 46, hereafter referred to as "District"
Address: PO Box 547
Sandy, OR 97055-0547
Phone: 503-668-5541
Contact: Jim Seipel
E-mail: jim.seipel@ortrail.k12.or.us

Facility User: Clackamas County-Health, Housing & Human Services Department
Acting by and through its Clackamas Health Centers Division
Address: 2051 Kaen Road, #367
Oregon City, OR 97045
Phone: 503-722-6757
Fax: 503-742-5979
Contact: Amy Council
E-mail: acouncil@co.clackamas.or.us

Premises: Sandy High School – Room 4-18 Health Center

- Summer break schedule: July 1 through September 3, except July 4 holiday; 11:30 am – 9pm.
- School year schedule: Monday through Friday, September 4 through June 12; 3:00 pm to 9:00 pm.
- Winter break schedule: Monday through Friday, December 24 through January 6, except December 25 and January 1 holidays; 11:30 am – 9:00 pm
- Spring break schedule: March 25 through March 29; 11:30 am to 9:00 pm
- Summer break schedule: June 13 through June 30: 11:30 am – 9:00 pm (pending any snow days that may cause an adjustment to the school-year calendar)

Purpose of Use: To operate an all ages **Community Health Center**

Usage Fee: \$ 1,450 per month

Deposit: \$ None

General Conditions:

1. **Term** – The term of this Facility Use Agreement ("Agreement") is from the Start date to the End date, inclusive. This Agreement may be terminated by either party upon 30 days written notice to addresses as listed.
2. **Usage Fee** – The Usage Fee is due on the first day of the term of this Agreement.

3. **Deposit** – The deposit is refundable within 30 days after termination of this Agreement. District shall have the right to offset against the Deposit any sums owing from the Facility User not paid when due; any damages caused by Facility User; the cost of curing any default by Facility User; and the cost of performing any repair or cleanup that is Facility User's responsibility. Offset against Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by District, at its option, in addition to any other remedy provided by law for Facility User's nonperformance. If an offset is claimed by the District during the term of this Agreement, Facility User will make whole the Deposit within 10-days of demand.
4. **Use** – Facility User shall use the Premises for no other purposes than stated herein without the District's written consent. Facility User has a nonexclusive right to reasonable use of common areas of the Sandy High School campus which are normally open during Facility User's times and dates of usage, i.e. parking areas, walkways, etc. Facility User shall not annoy, obstruct or interfere with the rights, privileges and quiet enjoyment of the Sandy High School campus or building by students, guests, personnel of the District, or other permissive users. Facility User shall promptly comply with all applicable laws, ordinances, rules and regulations of any public authority. Facility User shall not conduct any activities that will increase District's insurance rates for the Premises or that will in any manner degrade or damage the condition or reputation of the District or the Premises.
5. **Condition of Premises** – Except as otherwise expressly set forth in this Agreement, the Premises are accepted by the Facility User in *As Is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Facility User and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations and ordinances.
Exceptions: District agrees to make electrical grounding improvements for the Premises to meet electrical code requirements imposed for health clinic operation.
6. **Equipment** – Facility User shall use in the Premises only such equipment as is customary for Facility User's use and shall not overload the floors, or electrical circuits of the Premises or Building. Facility User shall not alter the plumbing or wiring or install heating generating equipment without advance District approval of the location of and manner of installation.
7. **Exterior Signs and Devices** – No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior of the Premises, common areas, or elsewhere on any property of the District, nor shall anything be placed on any window or positioned so as to be visible from outside the Premises by Facility User, without prior written approval of the District.
8. **Utilities and Services** – District will furnish power, central heating & cooling, and network connectivity to Facility User during the hours of permitted use. Interruption of these services shall not be deemed to constitute a material disturbance of Facility User's use and possession of the Premises, shall not render the District liable to Facility User for damages, and shall not relieve Facility User from performance of Facility User's obligations under this Agreement. Facility User shall be responsible for individual POTS lines for their exclusive use and provide its own surge protection for power furnished to the Premises.
9. **Maintenance and Repair** – District will provide daily janitorial service for Premises. District will maintain interior walls, floors, ceilings, light fixtures, doors, windows and related hardware, within reasonable wear and tear. Repair of damage to the Premises, the Building, or other

property of District caused by any negligent or intentional acts or breach of this Agreement by Facility User, its employees, or invitees, shall be at Facility User's expense. District may erect scaffolding and other apparatus necessary for maintenance and repair. District shall have no liability for interference with Facility User's use because of maintenance and repair. Under no circumstances shall Facility User shall have a claim against District for any interruption or interference with Facility User's occupancy of Premises.

Exceptions: Janitorial services will not be provided on District furlough days or during the summer break period. Facility User may request janitorial services during these periods but will be billed, in addition to Usage Fee, the overtime rate of District janitorial staff for such services.

10. **Improvements** – Provided that District gives advance written approval therefor, Facility User may, at its expense, make such improvements to the Premises as may be reasonably necessary from time to time for its operations. Improvements include, but are not limited to: changing the color of the interior, installing or removing any wall, and modifying floor coverings.
11. **Access** – District authorized staff shall have the right to enter the Premises at any time to determine Facility User's compliance with this Agreement and to perform necessary services, maintenance and repairs or alterations to the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner as to minimize interference with the reasonable use of the Premises by Facility User. Facility User will be provided with electronic access cards for Premises and must report the loss of such cards immediately to District. District will program electronic access of facility entrance to coincide with the authorized Premises Use hours.
12. **Compliance with Laws** – Facility User shall substantially comply with all applicable laws relating to its possession and use of the Premises.
13. **Hazardous Substances** – Facility User shall be responsible for the control, use and appropriate disposal of hazardous substances necessarily incurred in Facility User's health clinic operations. Facility User shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to hazardous substances attributable to Facility User.
14. **Insurance** – Facility User shall carry at all times during the Term of the Agreement, at its own cost or self-insured fund (in such an amount that is acceptable to District), comprehensive liability insurance in an amount not less than \$1,000,000 pre occurrence/\$2,000,000 general aggregate. Such insurance or self-insurance shall cover all risks arising directly or indirectly out of Facility User's use of Premises and shall name the District as an additional insured for such activities. A certificate of insurance bearing such endorsements is required prior to Start Date of this Agreement. Government entity Facility Users may self-insure to provide equivalent coverage.

During the term of this contract, District shall maintain in force, at its own expense, comprehensive liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.

15. **Security** – While limited intrusion security is provided for Premises, District shall have no obligation to provide additional security services or measures to Facility User, its employees, officers, agents, clients, or guests, and under no circumstances will the District be deemed liable for any personal injuries or property damage related to breach of Premises security. Facility User will cooperate with security measures established by District.
16. **Regulations** – District shall have the right, but shall not be obligated, to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all permissive users of the campus in which Premises are located. All such regulations and policies shall be complied with as if part of this Agreement.
17. **Default** – Any of the following shall constitute a default by Facility User under this Agreement: 1) Facility User's failure to pay Usage Fee or any other charges under this agreement within 5 days after due, 2) failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance, 3) Facility User's insolvency or assignment for the benefit of creditors, 4) Facility User's commencement of proceedings under any provision of bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District properties or financial records, 5) vacating or abandoning the Premises, or 6) disturbing the quiet enjoyment of the campus, as District may determine in its sole discretion, which is the grounds for immediate termination.
18. **Remedies** – In case of default, District shall have the right to the following remedies which are intended to be cumulative in addition to any other remedies provided under applicable law: 1) District may terminate the Agreement without notice to Facility User, 2) District may take exclusive possession of the Premises and may make use thereof without accepting surrender or waiving the right to damages 3) District may recover all damages caused by Facility User default, 4) District may make any payment or perform any obligation which Facility User has failed to perform, in which case District shall be entitled to recover from Facility User upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of five (5.00%) percent each month, which rate shall apply to any past due Usage Fees.
19. **Surrender** - On termination of this Agreement, Facility User shall deliver all keys and all access cards to District and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear and tear from ordinary use. Facility User shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be deemed an abandonment of the property, and District may dispose of it in any manner without liability. If Facility User fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over Usage Fee rate shall be one and one-half times the total Usage Fee being charged when the right to occupy expires.
20. **Indemnification** – Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgements based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in

connection with the performance of this Agreement. The parties' liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

21. **Assignment and Subletting** – Facility User may not assign this Agreement, or any of its rights hereunder, or attempt to sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.
22. **Notices** – Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Facility User shall be deemed adequate and effective immediately when hand-delivered to, or posted upon or within, the Premises. Usage Fee shall be payable to District at the same address and in the same manner, but shall be considered paid only when received.
23. **This agreement** is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 1 O of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
24. **Interpretation of this Agreement** – This Agreement shall be governed by the laws of the state of Oregon. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be diminished. Both District and Facility User have had the opportunity to have this Agreement reviewed and approved by attorneys of their own choosing, and therefore this Agreement shall be interpreted as having been drafted jointly by the parties hereto. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Facility User is a corporate entity, the person signing this Agreement hereby warrants that he/she is authorized to make this Agreement by the entity's governing board. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.
25. **Entire Agreement** – This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Facility User is relying on any representations other than those expressly set forth herein.

Facility User:
Clackamas County

District:
Oregon Trail School District 46

By: Richard Swift
Title: Director
Date: _____

Timothy Belanger
Director of Business Services
Date: _____

Approved as to form:
Kathleen J. Radetty
Clackamas County Counsel
Date: 7/24/18

School Board Approved _____

August 2, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Legal Aid Services of Oregon to provide Community Development Block Grant (CDBG) and Older American Act (OAA) funded services for residents of Clackamas County.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$83,949 for a revised agreement maximum of \$164,265. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging and the County agreement with HUD.
Funding Source	The Community Development Block Grant & Older American Act - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A4
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8365; Subrecipient #18-005-01

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement #18-005, Amendment #1 with Legal Aid Services of Oregon (LASO) to provide Housing Rights and Resources services funded by Community Development Block Grant (CDBG) funds and Legal Assistance Services funded by Older American Act (OAA) funded services for persons living in the County. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that distributes the OAA program funding, as well as CDBG funding for services to be provided during the 2018-19 fiscal year

This amendment adds \$83,949 in funding for the 2018-19 fiscal year and extends the term of the agreement to June 30, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written in a cursive style.

Richard Swift, Director
Health Housing and Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8365 Subrecipient #: 18-005 Board Agenda #: _____

Division: Social Services Amendment Number: 1

Subrecipient: Legal Aid Services of Oregon

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adds funding and units of service for ongoing delivery of services into FY18-19. This results in an increase to the contract budget of \$83,949.

This Amendment #1, when signed by Legal Aid Services of Oregon ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and County desire to amend and restate the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

Term and Effective Date. This restated Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2018** and not later than **June 30, 2019**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2017 through June 30, 2018 is:

- 4. Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay **\$83,949**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements. Failure to comply

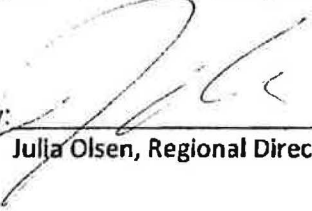

TO READ:

- n. Income limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2018 INCOME GUIDELINES			
Persons	Extremely Low Income 30%	Very Low Income 60%	Low Income 80%
1	\$17,100	\$34,200	\$45,600
2	\$19,560	\$39,120	\$52,160
3	\$21,990	\$43,980	\$58,640
4	\$24,420	\$48,840	\$65,120
5	\$26,400	\$52,800	\$70,400
6	\$28,350	\$56,700	\$75,600
7	\$30,300	\$60,600	\$80,800
8	\$32,250	\$64,500	\$86,000

Except as set forth herein, the County and the SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Legal Aid Services Of Oregon	CLACKAMAS COUNTY
 By: _____ Julia Olsen, Regional Director	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader Signing on Behalf of the Board:
Date: <u>7/17/2018</u>	Richard Swift, Director Health, Housing & Human Services Dept
Approved to Form:  By: _____ County Counsel	Date: _____ Date: _____

August 2, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for an Intergovernmental Facility Lease Agreement with the Oregon Trail School District #46 for the Sandy Health & Wellness Center

Purpose/Outcomes	This agreement renews our facility lease agreement with the Oregon Trail School District 46 for the Sandy Health & Wellness Center.
Dollar Amount and Fiscal Impact	The maximum contract value is \$17,400.
Funding Source	Fee for service and Medicaid fund. No County General Funds
Duration	July 1, 2018 – June 30, 2019
Previous Board Action	No Previous Board Action.
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8937

Background

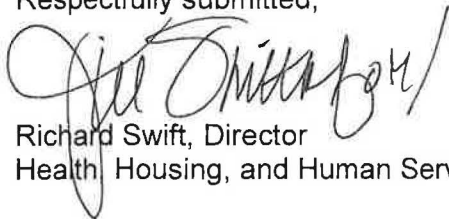
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Facility Lease Agreement with the Oregon Trail School District 46 for the Sandy clinic. This agreement secures and pays the lease for the property where the Sandy clinic is located.

The maximum contract value is \$17,400. This agreement is effective July 1, 2018 and expires on June 30, 2019. This agreement is retroactive due to a delayed receipt of agreement from Oregon Trail School District. County Counsel reviewed this Agreement on July 23, 2018.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

FACILITY USE AGREEMENT

#8937 OREGON TRAIL SCL DISTRICT 46 - SANDY HIGH SCHOOL BUILDING

Start Date: July 1, 2018

End Date: June 30, 2019

Owner: Oregon Trail School District 46, hereafter referred to as "District"
Address: PO Box 547
Sandy, OR 97055-0547
Phone: 503-668-5541
Contact: Jim Seipel
E-mail: jim.seipel@ortrail.k12.or.us

Facility User: Clackamas County-Health, Housing & Human Services Department
Acting by and through its Clackamas Health Centers Division
Address: 2051 Kaen Road, #367
Oregon City, OR 97045
Phone: 503-722-6757
Fax: 503-742-5979
Contact: Amy Council
E-mail: acouncil@co.clackamas.or.us

Premises: Sandy High School – Room 4-18 Health Center

- Summer break schedule: July 1 through September 3, except July 4 holiday; 11:30 am – 9pm.
- School year schedule: Monday through Friday, September 4 through June 12; 3:00 pm to 9:00 pm.
- Winter break schedule: Monday through Friday, December 24 through January 6, except December 25 and January 1 holidays; 11:30 am – 9:00 pm
- Spring break schedule: March 25 through March 29; 11:30 am to 9:00 pm
- Summer break schedule: June 13 through June 30: 11:30 am – 9:00 pm (pending any snow days that may cause an adjustment to the school-year calendar)

Purpose of Use: To operate an all ages **Community Health Center**

Usage Fee: \$ 1,450 per month

Deposit: \$ None

General Conditions:

1. **Term** – The term of this Facility Use Agreement ("Agreement") is from the Start date to the End date, inclusive. This Agreement may be terminated by either party upon 30 days written notice to addresses as listed.
2. **Usage Fee** – The Usage Fee is due on the first day of the term of this Agreement.

3. **Deposit** – The deposit is refundable within 30 days after termination of this Agreement. District shall have the right to offset against the Deposit any sums owing from the Facility User not paid when due; any damages caused by Facility User; the cost of curing any default by Facility User; and the cost of performing any repair or cleanup that is Facility User’s responsibility. Offset against Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by District, at its option, in addition to any other remedy provided by law for Facility User’s nonperformance. If an offset is claimed by the District during the term of this Agreement, Facility User will make whole the Deposit within 10-days of demand.
4. **Use** – Facility User shall use the Premises for no other purposes than stated herein without the District’s written consent. Facility User has a nonexclusive right to reasonable use of common areas of the Sandy High School campus which are normally open during Facility User’s times and dates of usage, i.e. parking areas, walkways, etc. Facility User shall not annoy, obstruct or interfere with the rights, privileges and quiet enjoyment of the Sandy High School campus or building by students, guests, personnel of the District, or other permissive users. Facility User shall promptly comply with all applicable laws, ordinances, rules and regulations of any public authority. Facility User shall not conduct any activities that will increase District’s insurance rates for the Premises or that will in any manner degrade or damage the condition or reputation of the District or the Premises.
5. **Condition of Premises** – Except as otherwise expressly set forth in this Agreement, the Premises are accepted by the Facility User in *As Is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Facility User and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations and ordinances.
Exceptions: District agrees to make electrical grounding improvements for the Premises to meet electrical code requirements imposed for health clinic operation.
6. **Equipment** – Facility User shall use in the Premises only such equipment as is customary for Facility User’s use and shall not overload the floors, or electrical circuits of the Premises or Building. Facility User shall not alter the plumbing or wiring or install heating generating equipment without advance District approval of the location of and manner of installation.
7. **Exterior Signs and Devices** – No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior of the Premises, common areas, or elsewhere on any property of the District, nor shall anything be placed on any window or positioned so as to be visible from outside the Premises by Facility User, without prior written approval of the District.
8. **Utilities and Services** – District will furnish power, central heating & cooling, and network connectivity to Facility User during the hours of permitted use. Interruption of these services shall not be deemed to constitute a material disturbance of Facility User’s use and possession of the Premises, shall not render the District liable to Facility User for damages, and shall not relieve Facility User from performance of Facility User’s obligations under this Agreement. Facility User shall be responsible for individual POTS lines for their exclusive use and provide its own surge protection for power furnished to the Premises.
9. **Maintenance and Repair** – District will provide daily janitorial service for Premises. District will maintain interior walls, floors, ceilings, light fixtures, doors, windows and related hardware, within reasonable wear and tear. Repair of damage to the Premises, the Building, or other

property of District caused by any negligent or intentional acts or breach of this Agreement by Facility User, its employees, or invitees, shall be at Facility User's expense. District may erect scaffolding and other apparatus necessary for maintenance and repair. District shall have no liability for interference with Facility User's use because of maintenance and repair. Under no circumstances shall Facility User shall have a claim against District for any interruption or interference with Facility User's occupancy of Premises.

Exceptions: Janitorial services will not be provided on District furlough days or during the summer break period. Facility User may request janitorial services during these periods but will be billed, in addition to Usage Fee, the overtime rate of District janitorial staff for such services.

10. **Improvements** – Provided that District gives advance written approval therefor, Facility User may, at its expense, make such improvements to the Premises as may be reasonably necessary from time to time for its operations. Improvements include, but are not limited to: changing the color of the interior, installing or removing any wall, and modifying floor coverings.
11. **Access** – District authorized staff shall have the right to enter the Premises at any time to determine Facility User's compliance with this Agreement and to perform necessary services, maintenance and repairs or alterations to the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner as to minimize interference with the reasonable use of the Premises by Facility User. Facility User will be provided with electronic access cards for Premises and must report the loss of such cards immediately to District. District will program electronic access of facility entrance to coincide with the authorized Premises Use hours.
12. **Compliance with Laws** – Facility User shall substantially comply with all applicable laws relating to its possession and use of the Premises.
13. **Hazardous Substances** – Facility User shall be responsible for the control, use and appropriate disposal of hazardous substances necessarily incurred in Facility User's health clinic operations. Facility User shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to hazardous substances attributable to Facility User.
14. **Insurance** – Facility User shall carry at all times during the Term of the Agreement, at its own cost or self-insured fund (in such an amount that is acceptable to District), comprehensive liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate. Such insurance or self-insurance shall cover all risks arising directly or indirectly out of Facility User's use of Premises and shall name the District as an additional insured for such activities. A certificate of insurance bearing such endorsements is required prior to Start Date of this Agreement. Government entity Facility Users may self-insure to provide equivalent coverage.

During the term of this contract, District shall maintain in force, at its own expense, comprehensive liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.

15. **Security** – While limited intrusion security is provided for Premises, District shall have no obligation to provide additional security services or measures to Facility User, its employees, officers, agents, clients, or guests, and under no circumstances will the District be deemed liable for any personal injuries or property damage related to breach of Premises security. Facility User will cooperate with security measures established by District.
16. **Regulations** – District shall have the right, but shall not be obligated, to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all permissive users of the campus in which Premises are located. All such regulations and policies shall be complied with as if part of this Agreement.
17. **Default** – Any of the following shall constitute a default by Facility User under this Agreement: 1) Facility User's failure to pay Usage Fee or any other charges under this agreement within 5 days after due, 2) failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance, 3) Facility User's insolvency or assignment for the benefit of creditors, 4) Facility User's commencement of proceedings under any provision of bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District properties or financial records, 5) vacating or abandoning the Premises, or 6) disturbing the quiet enjoyment of the campus, as District may determine in its sole discretion, which is the grounds for immediate termination.
18. **Remedies** – In case of default, District shall have the right to the following remedies which are intended to be cumulative in addition to any other remedies provided under applicable law: 1) District may terminate the Agreement without notice to Facility User, 2) District may take exclusive possession of the Premises and may make use thereof without accepting surrender or waiving the right to damages 3) District may recover all damages caused by Facility User default, 4) District may make any payment or perform any obligation which Facility User has failed to perform, in which case District shall be entitled to recover from Facility User upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of five (5.00%) percent each month, which rate shall apply to any past due Usage Fees.
19. **Surrender** - On termination of this Agreement, Facility User shall deliver all keys and all access cards to District and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear and tear from ordinary use. Facility User shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be deemed an abandonment of the property, and District may dispose of it in any manner without liability. If Facility User fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over Usage Fee rate shall be one and one-half times the total Usage Fee being charged when the right to occupy expires.
20. **Indemnification** – Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgements based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in

connection with the performance of this Agreement. The parties' liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

21. **Assignment and Subletting** – Facility User may not assign this Agreement, or any of its rights hereunder, or attempt to sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.
22. **Notices** – Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Facility User shall be deemed adequate and effective immediately when hand-delivered to, or posted upon or within, the Premises. Usage Fee shall be payable to District at the same address and in the same manner, but shall be considered paid only when received.
23. **This agreement** is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 1 O of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
24. **Interpretation of this Agreement** – This Agreement shall be governed by the laws of the state of Oregon. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be diminished. Both District and Facility User have had the opportunity to have this Agreement reviewed and approved by attorneys of their own choosing, and therefore this Agreement shall be interpreted as having been drafted jointly by the parties hereto. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Facility User is a corporate entity, the person signing this Agreement hereby warrants that he/she is authorized to make this Agreement by the entity's governing board. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.
25. **Entire Agreement** – This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Facility User is relying on any representations other than those expressly set forth herein.

Facility User:
Clackamas County

District:
Oregon Trail School District 46

By: Richard Swift

Timothy Belanger

Title: Director

Director of Business Services

Date: _____

Date: _____

Approved as to form:

Kathleen J. Rasletta

School Board Approved _____

Clackamas County Counsel

Date: 7/24/18

August 2, 2018

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution _____ declaring a State of Emergency and
Emergency Measures to address Housing Crisis

Purpose/Outcomes	<p>Reaffirms declaration of state of emergency and emergency measures to address the housing crisis, empowering the County in particular to:</p> <ul style="list-style-type: none"> • Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules • Redirect funds for emergency use • Order such other measures as are found to be immediately necessary for the protection of life and/or property • Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units • Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	July 26, 2018 – July 26, 2019
Previous Board Action	Declaration of State of Emergency, 11/8/2017 (Board Order No. 2017-120), expired 5/7/ 2018
Strategic Plan Alignment	<ul style="list-style-type: none"> • Improve community safety and health • Ensure safe, healthy and secure communities
Contact Person	Stephen Madkour, Richard Swift
Contract No.	N/A

BACKGROUND:

The Board approved a resolution declaring a local state of emergency and declaring emergency measures to address our housing crisis in November of 2017, and that resolution expired in May

Healthy Families. Strong Communities.

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www.clackamas.us

of 2018. The flexibility provided by that resolution allowed Health, Housing & Human Services to rapidly expand severe weather capacity in the winter of 2017-2018 by 400 percent. The conditions creating a lack of adequate and safe shelter for all County residents have otherwise continued unchanged or have worsened. For instance, the number of children attending Head Start programs in Clackamas County who are homeless increased by 65% from 2017 to 2018. As the Board has recently made significantly increased financial commitments to addressing this crisis at the policy level, Health, Housing & Human Services seeks the flexibility to act quickly and ability to respond to emergent opportunities through a renewal of the declaration of a state of emergency.

The Emergency Declaration is effective August 1, 2018 and terminates August 1, 2019. It has been approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this Resolution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a faint, illegible printed name.

Richard Swift, Director
Health, Housing & Human Services

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 1 of 4

WHEREAS, ORS 401.305 provides authority for Clackamas County to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during time of emergency; and

WHEREAS, Clackamas County has enacted a local ordinance (County Code Chapter 6.03) pursuant to the authority granted by ORS Chapter 401, that provides for executive responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the County Chair, Vice-Chair (if Chair is unavailable), Remaining Board Member (if Vice-Chair is unavailable) and County Administrator or designee (if Remaining Board Member is unavailable); and

WHEREAS, both state law and the County Code define emergency as a man-made or natural event or circumstance causing or threatening loss of life, injury to persons, the environment or property; human suffering or financial loss to the extent that extraordinary measures must be taken to protect the public health, safety and welfare; and

WHEREAS, although not specifically articulated as qualifying as an emergency or disaster, the increasing numbers of county residents, including families and children that are considered homeless, the need for safe, warm and habitable shelter for the homeless population, and the recognized lack of adequate temporary or emergency shelters for the county's homeless population, does indeed constitute an emergency; and

WHEREAS, the following conditions have resulted in the need for a state of emergency for unincorporated Clackamas:

National, state, and local economic and demographic factors contributing to an ever increasing population of individuals and families without adequate, safe, secure, suitable, and healthy shelter; shortage of shelters to safely and securely house those individuals and families lacking such facilities.

WHEREAS, the following damage to life and property can be expected from the above conditions:

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 2 of 4

Individuals and families without adequate, safe, secure, suitable and healthy shelter face exposure to the elements and potential for loss of property and life.

WHEREAS, the entire County is in a state of emergency and if not the entire County, an emergency is declared for the following area(s):

All unincorporated areas of Clackamas County.

WHEREAS, County Code Chapter 6.03 and ORS 401.309 authorizes certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency; and

WHEREAS, on November 2017, the Board of Commissioners approved a Resolution declaring a housing state of emergency and such declared emergency was for a period of six month and has expired by its terms.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (Chair/Vice-Chair/Remaining Board Member/County Administrator or designee), formally declares a state of emergency for Clackamas County, effective on this _____ day of _____, 2018 at _____, ____m. for the area described above.

2. Upon this declaration of a state of emergency the undersigned official is empowered to assume centralized control of and have authority over all departments and offices of the County, and

4. Emergency procurements of goods or services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279C.380(4), and Local Contract Review Board Rules C-047-0280 and C-049-0150.

IT IS FURTHER RESOLVED THAT:

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 3 of 4

5. The following measures are necessary, or may become necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency (indicate selected measures):

_____ A. Establish a curfew for the area designated as an emergency area which fixes the hours during which all persons other than officially authorized personnel may be upon the public streets or other public places;

_____ B. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place, or any outdoor place within the area designated as an emergency area;

_____ C. Barricade streets and roads, as well as access points onto streets and roads. In addition, prohibit vehicular or pedestrian traffic, or restrict or regulate the same in any reasonable manner in the area designated as an emergency area for such distance or degree of regulation as may be deemed necessary under the circumstances.

_____ D. Evacuate persons from the area designated as an emergency area;

_____ E. Close taverns or bars and prohibit the sale of alcoholic beverage throughout Clackamas County or a portion thereof;

_____ F. Commit to mutual aid agreements;

_____ G. Suspend standard competitive bidding procedures to obtain necessary goods, services and/or equipment, utilizing the procedures in the Clackamas County Local Contract Review Board rules;

_____ H. Redirect funds for emergency use;

_____ I. Order such other measures as are found to be immediately necessary for the protection of life and/or property;

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

In the Matter of Declaring a Local
State of Emergency an
Declaring Emergency Measures
To Address Housing Crisis



RESOLUTION NO. _____
Page 4 of 4

_____ J. Authorize County staff to explore the acquisition, temporarily or permanently, by purchase, lease, or otherwise, sites suitable for shelter, temporary housing, or installation of temporary housing units for the homeless population, and to enter into arrangements necessary to prepare or equip such sites to support and utilize those housing units; and

_____ K. Waive Clackamas County Code regulations, administrative rules, and fees to the extent necessary and possible to respond to the housing emergency;

6. This declaration of emergency shall expire on August 1, 2019.

DATED this ____ day of August 2018.

BOARD OF COUNTY COMMISSIONERS

Chair/Vice-Chair/Remaining Board Member/County Administrator or designee

Recording Secretary



DAN JOHNSON
DIRECTOR

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

August 2, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with the
Oregon Department of Transportation Related to the Issuance of Trip Permits**

Purpose/Outcome	Approval of an Intergovernmental Agreement that will allow the County to issue certain trip permits on behalf of the State and other counties, and will allow the State to issue certain permits which authorize the use of roads under County jurisdiction.
Dollar Amount and Fiscal Impact	No change.
Funding Source	Road Fund.
Duration	Ten years from the date of execution.
Previous Board Action/Review	None.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government
Contact Person	Joe Marek, Transportation Safety Program Administrator, (503) 742-0745

Under ORS 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Single Trip Permits (OS/OW STPs). Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed. Such routing includes State highways, county roads and city streets.

State law allows a county to issue a permit that allows use of the roads under its jurisdiction for travel by oversize/overweight vehicles and loads. State law also authorizes the State to issue OS/OW STPs that allow use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads, and authorizes the County to issue OS/OW STPs on routes over roads outside of its jurisdiction.

The State also administers a separate variance permit program that includes Oversize/Overweight Continuous Operations Variance Permits (OS/OW COVP). Under ORS 818.205, an OS/OW COVP authorizes oversize and overweight vehicles and loads to maintain continuous travel on specific routes over State highways, county roads and city streets, thereby allowing the permit holder to obtain a single OS/OW COVP with travel authorizations in multiple jurisdictions for the same movement from the State or a county. The State has adopted rules that establish the fees for OS/OW COVP in Oregon Administrative Rule (OAR) 734-070-0140.

In order to simplify and expedite the issuance of the permits, the parties would like the State to be able to issue OS/OW COVPs and OS/OW STPs that authorize use of roads under the County's jurisdiction for travel by oversize/overweight vehicles and loads. The parties would also like the County to be able to issue OS/OW COVPs and OS/OW STPs on routes outside of its jurisdiction.

RECOMMENDATION

Staff respectfully recommends the Board approve the attached Intergovernmental Agreement with ODOT.

Sincerely,

Mike Bezner
Assistant Director, Department of Transportation and Development

INTERGOVERNMENTAL AGREEMENT
Oversize/Overweight Special Transportation Continuous Operations Variance
Permit Authorization
Clackamas County

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County, through its Department of Transportation and Development,, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Under ORS 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Single Trip Permits (OS/OW STPs). Frequently, vehicles and loads are of such weight and dimension that a specific routing must be followed. Such routing includes State highways, county roads and city streets.
3. Under ORS 818.200, a county may issue a permit that allows use of the roads under its' jurisdiction for travel by oversize/overweight vehicles and loads.
4. In order to simplify and expedite the issuance of the permits, County desires State to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads.
5. State desires to issue OS/OW STPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads according to the terms of this Agreement.
6. Under ORS 818 the State administers a variance permit program that allows use of the roads of this state for travel by oversize/overweight vehicles and loads. The permit program includes Oversize/Overweight Continuous Operations Variance Permits (OS/OW COVP).
7. Under ORS 818.205, a OS/OW COVP authorizes oversize and overweight vehicles and loads to maintain continuous travel on specific routes over State highways, county roads and city streets, thereby allowing the permit holder to obtain a single OS/OW COVP with travel authorizations in multiple jurisdictions for the same movement from the State or a county. The State has adopted rules that establish the fees for OS/OW COVP in Oregon Administrative Rule (OAR) 734-070-0140.

8. In order to simplify and expedite the issuance of the permits, County desires State to issue OS/OW COVPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads.
9. State desires to issue OS/OW COVPs that authorize use of roads under County jurisdiction for travel by oversize/overweight vehicles and loads according to the terms of this Agreement.
10. County desires to issue OS/OW COVPs as a Level III Participant in the COVP Program, as described in OAR 734-070-0110 (11)(c).
11. County desires to issue Oversize/Overweight Continuous Trip Permits (OS/OW CTPs).

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

TERMS OF AGREEMENT

1. County grants State authority to issue OS/OW STPs for travel over roads which are under the jurisdiction of County, in accordance with the terms of this Agreement.
2. County grants State, and State's authorized agents, authority to issue OS/OW COVPs for travel over roads which are under the jurisdiction of County, in accordance with the terms of this Agreement.
3. State is not authorized to issue any other type of oversize/overweight variance permit under this agreement.
4. State grants County authority to issue OS/OW COVPs and OS/OW CTPs in accordance with the terms and conditions of this agreement.
5. This Agreement becomes effective upon the date all required signatures are obtained and shall automatically **terminate ten (10) years** from the date of execution, unless extended by a fully executed amendment.
6. Each Party will be responsible for their own costs associated with this Agreement.

COUNTY OBLIGATIONS

1. County shall provide State with a list of the roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. The list shall include the maximum weights allowable for the road or road segment, and allowable dimensions, based on vertical and horizontal clearances, for the road or road segment. The information will be included in the Joint-State County blanket document maintained in the electronic routing manual, and shall be deemed County's written

authorization for travel by oversize/overweight vehicles and loads on the County road or road segment identified.

2. County shall provide State with a list of County employees, including at least one primary and secondary contact, who are authorized to designate those roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted. County shall provide State written notice of changes in authorized employees at least two (2) weeks prior to the change. In the event a motor carrier requests a route or routes, or vehicle or load size or dimension, that are not included in the Joint-State blanket document, State shall contact the County designee for approval.
3. In the event County is contacted by State as described in Paragraph 2 of County Obligations, County shall respond within two (2) business hours of initial contact. If County fails to respond within two (2) business hours, State will issue the OS/OW STP authorizing travel on state highways only and will direct the motor carrier to obtain a separate OS/OW STP for travel on County roads from the County.
4. County shall provide State with a list of the roads under County jurisdiction on which travel by oversize/overweight vehicles and loads is permitted on OS/OW COVPs. The list shall include the maximum weights allowable for the road or road segment, and allowable dimensions, based on vertical and horizontal clearances, for the road or road segment. County shall provide State written notice of changes in authorized roads at least four (4) weeks prior to the change.
5. For issuance of OS/OW COVPs and OS/OW CTPs, County shall utilize State database information to support the preparation of variance permits for motor carriers. County shall assist motor carriers in understanding the permit conditions and restrictions imposed by the OS/OW COVPs and OS/OW CTPs which are issued by County. County is required to use all language, attachments, and maps provided by ODOT for each OS/OW COVP and OS/OW CTP issued or renewed under this Agreement. County shall mail annual renewal notices of Continuous Operation Variance Permits issued under this Agreement to motor carriers approximately 3 months prior to their permit expirations and process any permit renewals submitted.
6. County shall issue or renew OS/OW COVPs and OS/OW CTPs to any qualifying motor carrier upon request and payment of fees.
7. County shall provide and maintain computer systems, hardware, and software to maintain access to the State database of motor carrier records and computer systems necessary to conduct agreed upon OS/OW COVP and OS/OW CTPs processing.
8. For purposes of issuing OS/OW COVPs or OS/OW CTPs, County shall not request, collect, or maintain personal information of the motor carrier, except for purposes of identification in collecting the required fees.
9. County shall protect data obtained from State's database. The information obtained by County pursuant to this Agreement shall be used by County only for the purposes

of performing its duties and responsibilities under this Agreement. County shall allow only its authorized employees to access the database records to obtain information necessary to perform its functions under this Agreement. No other use, sale, or access by unauthorized persons, shall be allowed. County shall provide, upon request, individual motor carriers their own account-specific data without the express written consent of State. No individual or other entity shall access or otherwise utilize any information contained in the database for any purpose not permitted or authorized by the State of Oregon acting through State. County shall immediately notify State of any breach or potential breach of security of State data obtained by County pursuant to this Agreement. For the purpose of this Agreement, a breach of security is the unauthorized release or inadvertent public exposure of data in any format that has the potential to materially compromise the security, confidentiality or integrity of personal information maintained by the person. County will bear the expense of any notification to the entities impacted by the breach or potential breach where notification is required by statute; and, County will bear the cost of any judgments, fines or settlement amounts payable to impacted parties resulting from a security breach to State data that is caused by County users or systems.

10. County shall notify State within 24 business hours when a County representative is no longer authorized to issue OS/OW COVPs or OS/OW CTPs under this agreement.
11. County shall allow a minimum of 10 business days to complete security protocols when a new County representative is authorized to issue OS/OW COVPs or OS/OW CTPs under this agreement.
12. County may change its Level of participation in the Continuous Operations Variance Permit Program as defined in OAR 734-070-0070 (11), upon 30 days written notice to State.
13. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
14. County's Contact for this Agreement is: Mike Bezner, Assistant Director of Transportation, 150 Beaver Creek Road, Oregon City, OR 97045 Ph: 503-742-4651, Email: mbezner@co.clackamas.or.us County shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall issue OS/OW STPs under this Agreement only for travel over specified County roads or road segments.
2. Unless otherwise directed by County, in each OS/OW STP issued by State for travel on County roads, State shall include the same general and special provisions State requires for travel on state highways. The routes and maximum weights and

dimensions that may be authorized in OS/OW STPs issued by the State for travel on County roads shall be those contained in the Joint-State County blanket document maintained in the electronic routing manual or those obtained from the authorized County employee under Paragraph 2 of County Obligations.

3. State and State's authorized agents shall issue OS/OW COVPs only for travel over specified County roads.
4. Unless otherwise directed by County, State shall, in issuing the OS/OW COVPs, stipulate the same general and special provisions for County roads as it does for state highways. The routes and maximum weights and dimensions which may be specified in OS/OW COVPs for County roads shall be those obtained from the authorized County employee.
5. State shall provide verbal and written instruction to County on the procedures and requirements for issuance of OS/OW COVPs and OS/OW CTPs.
6. State shall provide the necessary technical assistance to create the electronic interface with the State's database and will otherwise provide sufficient training to designated County staff to enable their satisfactory participation in the activities included under this agreement. State reserves the right to change and upgrade computer systems. State shall provide to County an electronic interface to allow County electronic access to State's database of motor carrier records including but not necessarily limited to the over-dimension permitting system, carrier name and address records, vehicle records, tax, and carrier financial account records.
7. State's Contact for this Agreement is: Audrey Lawson, Interim Over-Dimension Permit Manager, ODOT- Motor Carrier Transportation Division, 3930 Fairview Industrial Dr. SE, Salem OR, 97302, Ph: 503-378-6653, Email: Audrey.l.lawsom@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

FINANCIAL RESPONSIBILITY

1. Each Party will be responsible for their own costs associated with this Agreement.
2. State shall collect the fee established in ORS 818.270 for both the State and County for the issuance of each OS/OW STP issued through this Agreement. The fees collected on behalf of County shall be transmitted monthly to County.
3. State, and State's authorized agents, shall collect the fee established in OAR 734-070-0140 for both the State and County for the issuance of each OS/OW COVP Permit issued through this Agreement. The fees collected on behalf of County shall be transmitted monthly to County.
4. Upon issuance of OS/OW COVPs or OS/OW CTPs, County shall collect the permit fees shown on the OS/OW COVP or OS/OW CTP being issued, as established for

each permit type in ORS 818.270, ORS 818.205 (6), and OAR 734-070-0140 (3). County shall not collect additional service fees for issuing the permit.

5. County will charge and retain up to \$5.00 for each OS/OW COVP or OS/OW CTP issued or renewed by County under this Agreement for the authorization and use of State highways. The remaining fees will be remitted to State as described below.
6. County will charge and retain up to \$2.75 for each OS/OW COVP issued or renewed by County under this Agreement for the authorization and use of roads under the jurisdiction of **Clackamas** County.
7. County will charge and retain up to \$2.00 for each OS/OW COVP issued or renewed by County under this Agreement for authorization and use of roads under the jurisdiction of road authorities other than the State or **Clackamas** County. The remaining fees will be remitted to State as described below.
8. State will charge County up to \$1.00 for each jurisdiction authorized on OS/OW COVPs or OS/OW CTPs issued or renewed by County under this Agreement, if the permit was sent to a State DMV, Highway Division, or Motor Carrier Transportation Division location.
9. County shall remit State's fees to State no more than 60 days after the billing date. If State's fees are not received by State within 60 days of billing date, County's ability to issue or renew OS/OW COVPs or OS/OW CTPs shall be suspended until all fees are paid.

GENERAL PROVISIONS

1. The Parties certify, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within their current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. The Parties may terminate this Agreement effective upon delivery of written notice to either Party, or at such later date as may be established by the Parties, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if either Party is prohibited from paying for such work from the planned funding source.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 5. Both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, County expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 6. Each Party shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all cost and expenses related to its employment of individuals to perform the work under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 7. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. County shall ensure that each of its contractors complies with these requirements.
 8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or County with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

9. With respect to a Third Party Claim for which State is jointly liable with County (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of County on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
13. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure

of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

Clackamas County, by and through its
elected officials

By _____

Date _____

By _____

Date _____

By _____

Date _____

**APPROVED FOR LEGAL SUFFICIENCY
(If required in County's process)**

By _____
County Counsel

Date _____

Clackamas County Contact

Mike Bezner
Assistant Director of Transportation
150 Beaver Creek Rd.
Oregon City, OR 97045
Ph: 503-7424651
Email: Mbezner@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Division Administrator, Motor Carrier
Transportation Division

Date _____

APPROVAL RECOMMENDED

By _____

Motor Carrier Services Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By: Lucinda Jackson via email
Assistant Attorney General

Date: 05-01-2018

State Contact:

Audrey L. Lawson
Interim Manager Over Dimension Permits
ODOT – Motor Carrier Transportation
Division
3930 Fairview Industrial Dr. SE
Salem, OR 97302
503-378-6653
Audrey.l.lawson@odot.state.or.us



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
Clackamas County
Members of the Board:

**Authorization to Purchase Quantity 18 Dodge Chargers for the
Clackamas County Sheriff's Office**

Purpose / Outcome	Approval to purchase Qty. 18 2018 Dodge Chargers for the Clackamas County Sheriff's Office
Dollar Amount and Fiscal Impact	\$442,843.56
Funding Source	Clackamas County Fleet Services 770-7521-00-485510
Duration	August 2, 2018
Previous Board Action/Review	N/A
Strategic Plan Alignment	Replaces older, less reliable patrol vehicles
Contact Person	Amy Aguilar, Fleet Analyst, 503-650-3243

Background:

The Clackamas County Sheriff's Office has requested that the Clackamas County Fleet Services Division purchase eighteen (18) 2018 V8 (LDEE48) Dodge Charger AWD police patrol vehicles from Withnell Motor Company.

These vehicles will be assigned to the Sheriff's Office Patrol Division and will replace aging Dodge Chargers currently assigned to the patrol division.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #5553 with the State of Oregon Cooperative Purchasing Agreement Program through Withnell Motor Company. A notice of intent to purchase the eighteen (18) Dodge Chargers was issued on July 24, 2018. No comments were received by the time of closing on July 31, 2018.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely,

Jan O'Gara
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
Clackamas County
Members of the Board:

**Authorization to Purchase Quantity 12 - 2019 Ford Transit 350 Cargo Vans for
Clackamas County Facilities Management**

Purpose / Outcome	Approval to purchase Qty. 12 – 2019 Ford Transit 350 Cargo Vans for Clackamas County Facilities Management
Dollar Amount and Fiscal Impact	\$314,963.28
Funding Source	Clackamas County Facilities Management 744-7536-00-485505-99520
Duration	August 2, 2018
Previous Board Action/Review	N/A
Strategic Plan Alignment	Additional vehicles to accommodate new staffing needs
Contact Person	Amy Aguilar, Fleet Analyst, 503-650-3243

Background:

The Clackamas County Facilities Maintenance has requested that the Clackamas County Fleet Services Division purchase twelve (12) 2019 Ford Transit 350, Low Roof cargo vans from Northside Ford Truck Sales, Inc.

These vehicles will be assigned to new staff and will standardize the vehicles within this division and will be upfitted to meet the needs of the various trades.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #5449 with the State of Oregon Cooperative Purchasing Agreement Program through Northside Ford Truck Sales. A notice of intent to purchase the twelve (12) Ford Transit 350 Cargo Vans was issued on July 24, 2018. No comments were received by the time of closing on July 31, 2018.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely,

Jan O’Gara
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.

DRAFT

Approval of Previous Business Meeting Minutes:

June 28, 2018

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, June 28, 2018 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Carl Exner, Relator – trying to sell a house in Brightwood, sale held-up due to County.
2. Bob Oblack, Molalla, concerns regarding a marijuana next door.
3. Nancy Hall, Happy Valley – feels the Board was out of line with their comments on the separation of kids from their parents.
4. Les Poole, Gladstone – happy 4th of July, road funding and the transportation budget.

II. PUBLIC HEARINGS

Business & Community Services

1. First & Second Reading of an **Ordinance No. 07-2018** Amending Chapter 6.06, Park Rules of the Clackamas County Code and Declaring an Emergency
Jeff Munns, County Counsel presented the staff report.
Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion to read by title only.

MOTION:

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

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

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

MOTION:

Commissioner Humberston: I move we adopt the Ordinance Amending Chapter 6.06, Park Rules of the Clackamas County Code and Declaring an Emergency

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Clackamas County Budget

2. **Resolution No. 2018-56** Adopting the Clackamas County Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

The Board and Don Krupp gave tribute to Diane Padilla who will be retiring at the end of this month – this will be her last budget adoption meeting at Clackamas County.

Diane Padilla, Budget Manager presented the staff report.

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

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

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

Chair Bernard wanted to thank the people who attended the Budget Committee meetings this year – he also thanked the citizen members of the Budget committee.

Commissioner Fischer stated a possible conflict of interest due to her husband's involvement with the some funding to Arts Action Alliance for the Juvenile Dept.

Don Krupp stated the Arts program preceded Commissioner Fischer appointment to the Board.

Chair Bernard stated a conflict due to the Compensation Board's approval of the BCC salary increase and his wife working for the County; he will abstain from voting on this item.

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for Clackamas County as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Abstain – it passes 4-0-1.

3. **Resolution No. 2018-57** Adopting Changed Fees for Clackamas County for Fiscal Year 2018-2019

Stephen Madkour, County Counsel presented the staff report.

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

MOTION:

Commissioner Humberston: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2018-2019 as presented in the Resolution.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.

Enhanced Law Enforcement District

4. **Resolution No. 2018-58** Adopting the Enhanced Law Enforcement District Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Diane Padilla, Budget Manger presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.

Clackamas County Extension and 4-H Service District

5. **Resolution No. 2018-59** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2018-2019 Fiscal Year, Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Diane Padilla, Budget Manger presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2018-2019 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.

Library Service District of Clackamas County

6. **Resolution No. 2018-60** Adopting the Library Service District of Clackamas County 2018-2019 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Laura Zentner, Business and Community Services presented the staff report.

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

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2018-2019 budget for the Library Service District of Clackamas County as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next item.

North Clackamas Parks & Recreation District

7. **Resolution No. 2018-61** Adopting the North Clackamas Parks & Recreation District's 2018-2019 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2018 through June 30, 2019

Scott Archer, North Clackamas Parks & Recreation District presented the staff report.

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

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2018-2019 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the next item.

Clackamas County Development Agency

8. **Resolution No. 2018-62** Adopting and Appropriating Funds for the 2018-2019 Fiscal Year Budget for the Clackamas County Development Agency

Dave Queener, Development Agency presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as the Development Agency and convened as Service District No. 5 for the next two items.

Service District No. 5, Street Lighting

9. **Resolution No. 2018-63** Adopting and Appropriating Funds for the 2018-2019 FY Budget for Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

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

MOTION:

Commissioner Humberston: I move we approve the action and adopt the 2018-2019 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

10. **Resolution No. 2018-64** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

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

MOTION:

Commissioner Humberston: I move setting rates for Street Lighting Service Charges in Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board will adjourn as Service District No. 5 and convene as the Governing Body for Water Environment Services for the next three items.

Water Environment Services

11. Resolution No. 2018-65 Adopting and Appropriating Funds for the 2018-2019 FY Budget for Water Environment Services

Greg Geist, Water Environment Services presented the staff report.

~Board Discussion~

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

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2018-2019 budget for Water Environment Services as presented in the Resolution.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

12. Board Order No. 2018-66 Amending and Adopting Rates and Charges for Water Environment Services

Greg Geist, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Humberston: I move we amend and adopt the rates and charges for Water Environment Services as presented in the Board Order.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

13. Board Order No. 2018-67 Establishing System Development Charges for Water Environment Services for Fiscal Year 2018-2019

Greg Geist, Water Environment Services presented the staff report.

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

MOTION:

Commissioner Humberston: I move we Establish System Development Charges for Water Environment Services for Fiscal Year 2018-2019 as presented in the Board Order.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – it passes 5-0.

The Board adjourned as Governing Body for Water Environment Services and re-convened as the Board of County Commissioners for the remainder of the meeting.

III. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Fischer: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of a Construction Contract with CivilWorks, NW, Inc. for the Shafford Street Reconstruction Improvements Project – *Housing & Community Development*
2. Approval of Professional Services Agreement with Passport To Languages for Interpreter Services to Clackamas County Health Centers patients – *Health Centers*
3. Approval of an Intergovernmental Agreement with Douglas Education Service District for Access to the Early Learning Reporting System and Training to Utilize the System – *Children, Youth & Families*
4. Approval of Local Recipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – *Children, Youth & Families*
5. Approval of a Professional, Technical, and Consultant Services Agreement Amendment No. 4 with Lines for Life for Crisis Intervention and Triage Call Coverage – *Behavioral Health*
6. Approval of an Agency Services Contract with NARA Northwest for Culturally Specific Mental Health Services – *Behavioral Health*
7. Approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for Transportation Services to Residents Living in Villebois Community Housing Site – *Behavioral Health*
8. Approval of an Agency Services Contract with Asian Health & Service Center for Culturally Specific Mental Health Services – *Behavioral Health*
9. Approval of an Agency Services Contract with Lutheran Community Services Northwest for Culturally Specific Mental Health Services – *Behavioral Health*
10. Approval of a Professional, Technical & Consultant Services Contract with Northwest Housing Alternatives, Inc. for Supported Housing Services – *Behavioral Health*
11. Approval of Amendment No. 3 to the Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Community Living for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
12. Approval of a Grant Renewal Amendment No.1 from the US Department of Housing and Urban Development (HUD), Coordinated Housing Access System – *Social Services*

13. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE I Leasing Program, for the Purpose of Providing Permanent Housing – *Social Services*
14. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*
15. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Housing Our Families – *Social Services*
16. Approval of a Grant Renewal Amendment No 1 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Housing Our Heroes Project – *Social Services*
17. Approval of a Grant Renewal Amendment No. 1 from the US Department of Housing and Urban Development (HUD), Supportive Housing Program for the Rent Well Rapid Re-Housing Program – *Social Services*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement creating the Clackamas County HB 2017 Transit Advisory Committee

C. Finance Department

1. **Resolution No. 2018-69** Adopting a Methodology for Calculating Cost of Living Adjustments for Non-Represented Clackamas County Employees
2. Approval of a Lease Agreement with CGF Family Limited Partnership and Clackamas County for Business and Community Services
3. Approval of a Lease Agreement with Willamette Building Partnership and Clackamas County for Health, Housing, and Human Services
4. Approval of a Lease Agreement with Homestead Building LLC and Clackamas County for Health, Housing, and Human Services
5. Approval of a Lease Agreement with OSU Extension Service and Clackamas County
6. Approval of a Contract with DePaul Industries Inc. for Security Screening and Unarmed Security Services for County Departments - *Procurement*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Amendment No. 1 to the Master Service Agreement with Fieldware LLC to Provide Inmate Notification Services for the Renewal and Reinstatement to the Clackamas County Sheriff's Office Master Agreement, and Ratifying Payment for Previously-Provided Services – *Procurement for CCSO*
3. Request by the Clackamas County Sheriff's Office for Approval of an Amendment to the Corizon Health Medical Services Contract – *Procurement for CCSO*

4. Approval of Contract with Vigilnet America, LLC for Electronic Home Detention Service and Equipment for the Clackamas County Sheriff's Office and the Juvenile Department— *Procurement for CCSO*

E. Juvenile Department

1. Approval of Intergovernmental Agreement with the Cities of Gladstone and Milwaukie for Diversion Panel Services

F. Disaster Management

1. Approval of Intergovernmental Agreement for the Lending of Fire Agency Personnel within Clackamas County during an Emergency/Disaster Event

G. Community Corrections

1. Approval of a Contract with Bridges to Change, Inc. for the Transitional Housing and Mentors Program – *Procurement*
2. Approval of a Contract with CODA Inc. to Provide Alcohol & Drug Assessments of Community Corrections' Clients at the Transition Center

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of a Professional Services Contract with 2.ink Studio, P.C. for Milwaukie Bay Park Final Design Services – *Procurement*

V. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of a Personal/Professional Services Contract between Water Environment Services and Portland Engineering, Inc. for Telemetry System Integrator of Records (SCADA) Support – *Procurement*
2. Approval of a Personal/Professional Services Contract between Clackamas County Service District No. 1 and Portland Engineering, Inc. for Telemetry System Integrator of Record (SCADA) Support – *Procurement*

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 12:02 PM



Karen Brisbin
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

August 2, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the
Clackamas County Justice of the Peace District

Purpose/ Outcome	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
Dollar Amount and Fiscal Impact	Pro Tempore judges are paid at an hourly rate of \$47.22, plus .54 cents per mile for travel to and from the court building.
Funding Source	Justice Court Budget
Safety Impact	None
Previous Board Action/ Review	Annual appointment per ORS 51.260
Contact Person	Laura Anderson, Administrative Services Supervisor 503-794-3816

BACKGROUND: When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/ arraignment or contest hearing/ trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION: Staff recommends approval of this Resolution appointing two Clackamas County attorney to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin
Justice of the Peace

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

A RESOLUTION APPOINTING A
JUSTICE OF THE PEACE PRO
TEMPORE FOR THE CLACKAMAS
COUNTY JUSTICE OF THE PEACE
DISTRICT

Order No. _____

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint justices of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Kristen S. David and Wm. Bruce Shepley are eligible to serve as justice of the peace pro tempore being citizens of the United States, residents of Oregon for at least three years, and have maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Kristen S. David and Wm. Bruce Shepley, to serve as justices of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints Kristen S. David and Wm. Bruce Shepley to serve as justices of the peace pro tempore for the Clackamas County Justice of the Peace District. Kristen S. David and Wm. Bruce Shepley shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of Kristen S. David and Wm. Bruce Shepley shall be for a term not to exceed one year from the date this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

ADOPTED this ____ day of _____, 2018.

By the BOARD OF COUNTY COMMISIONERS

Chair

Recording Secretary


UNDERTAKING FOR
JUSTICE OF THE PEACE PRO TEM

Whereas Kristen S. David has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 13TH day of ~~December~~, ^{APRIL} 2018, we, Benjamin Keane and Sam Nelson, hereby undertake that if Kristen S. David shall not faithfully pay over according to law all moneys that shall come into ~~his~~ ^{her} hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this day of ~~December~~, ^{APRIL 13, 2018} 2017.



Surety #1



Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

Jim Bernard, Chair

UNDERTAKING FOR
JUSTICE OF THE PEACE PRO TEM

Whereas Wm. Bruce Shepley has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 19th day of July 2018, we, Daniel Patrick Worum and Neyssa Ellgren Shepley, hereby undertake that if Wm. Bruce Shepley shall not faithfully pay over according to law all moneys that shall come into his hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this 19 day of July, 2018.


Surety #1


Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

Jim Bernard, Chair



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

August 2, 2018

 COPY

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to enter into an
Intergovernmental Agreement with
The City of Estacada to Provide the City's Police Services

Purpose/Outcome	The Clackamas County Sheriff's Office will provide 1.90 FTE (.15 FTE Lieutenant to serve as Police Chief and 1.75 FTE Patrol Deputies) sworn staff to provide police services for the City of Estacada
Dollar Amount and Fiscal Impact	The estimated billable amount under this Agreement is \$529,495.71. Actual costs will be reconciled and charged to the City of Estacada
Funding Source	The City of Estacada will provide the funds for the 1.90 FTE and associated materials and services costs
Safety Impact	Dedicated police services within the City of Estacada provide the Sheriff's Office to respond to calls for service in a more expedient manner
Duration	The Agreement begins July 1, 2018 with Police Services commencing on October 1, 2018. The Agreement will automatically renew on July 1 st of each year unless the Agreement's termination process is invoked
Previous Board Action/Review	The Board of County Commissioners has approved the Sheriff's Office providing Police Services to Estacada in past years
Contact Person	Captain Jeff Smith – Office phone: (503) 785-5008
Contract No.	None

BACKGROUND:

This Intergovernmental Agreement re-establishes the Clackamas County Sheriff's Office as the provider of police services to the City of Estacada. As in prior fiscal years, actual costs for services will be reconciled and charged to the City of Estacada. This Agreement begins July 1, 2018 while police services commence on October 1, 2018. This Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Clackamas County Sheriff's Office Staff recommends that the Board of County Commissioners approve and sign this cooperative Intergovernmental Agreement with the City of Estacada.

Respectfully submitted,


Matt Ellington,
Undersheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COUNTY, OREGON AND THE CITY OF ESTACADA
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this day by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon (herein referred to as "COUNTY") on behalf of the Clackamas County Sheriff's Office (herein referred to as "CCSO") and the CITY OF ESTACADA, a municipal corporation of the State of Oregon (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

WHEREAS, CITY desires to contract with the COUNTY for the provision of law enforcement services within the geographic area that constitutes the incorporated limits of the CITY; and

WHEREAS, the COUNTY, through CCSO has the resources to provide law enforcement services to the CITY; and

WHEREAS, the parties are authorized to enter into such agreements pursuant to Chapter 190 of the Oregon Revised Statutes; and

WHEREAS, CCSO and CITY have established service goals and principles of cooperation that preserve the value of the COUNTY providing independent, responsive and professional law enforcement services while permitting CITY to retain a high level of local service and decision-making in the provision of law enforcement services and agree to the following:

CITY will have the flexibility to determine the level and deployment of certain law enforcement services and to identify service priorities, thereby controlling costs;

CITY, if eligible under this Agreement, shall have the ability to have city police uniforms and markings for police vehicles assigned to the CITY, as outlined in this Agreement;

CCSO employees will work cooperatively with CITY organizations to solve CITY law enforcement concerns to improve the safety and welfare of CITY residents and visitors;

CCSO will provide at a reasonable and predictable cost, efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of CITY that allow the COUNTY to recover the cost of providing services;

CCSO will maintain equity in the provision of law enforcement services to CITY and unincorporated Clackamas County residents.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and CITY as follows:

1. Definitions and Terms. Capitalized terms found in this Agreement shall have the meaning defined in Exhibit C of this Agreement. Otherwise terms not so defined will have their plain meaning.
2. Law Enforcement Services. The COUNTY will make available to the CITY the law enforcement services outlined below:
 - 2.1. Enforcement Services. Enforcement services consist of law enforcement and other related services provided by personnel assigned to a police agency primarily for the benefit of the geographic areas within the boundaries of the CITY except as may be modified by Section 3 of this Agreement. Enforcement services may include:

- 2.1.1. Reactive patrol to enforce state law and CITY-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
 - 2.1.2. Proactive patrol to prevent and deter criminal activity;
 - 2.1.3. Traffic patrol to enforce applicable traffic codes;
 - 2.1.4. Community service officers and crime prevention personnel; and
 - 2.1.5. Command and support staff.
- 2.2. Additional Police Services. Additional police services include support for personnel assigned to CITY or specialized personnel not covered under Section 2.1. Additional police services may include:
- 2.2.1. Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents. These services are generally supported by crime scene analysis, crime laboratory, identification, and evidence control;
 - 2.2.2. Special operations services such as canine patrol, hostage negotiations, tactical unit, and bomb disposal; and
 - 2.2.3. Communications services, including call receiving, dispatch, and reports.
- 2.3. Police Support Services. Police support services are administrative services that may include legal advisor, planning and statistics, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet control, radio maintenance, purchasing, records, professional standards unit, and other services provided by other county agencies in support of the CCSO. Such services do not include legal services of the Clackamas County District Attorney relating to enforcement of municipal criminal and traffic codes or prosecutions arising thereunder.
3. City Department and Flexible Services Models. Law enforcement services provided to the CITY under this agreement shall be available to the CITY under a City Department Model or a Flexible Services Model, provided that the CITY must select which model and any Optional Services desired.
- 3.1. City Department Model. The City Department Model operates under the philosophy of a municipal police department as to appearance and use of overtime to replace absences from the CITY. This model shall be used if CITY population is over 10,000, if CITY contracts for more than 5 Full-Time Equivalent (FTE) staff (excluding full-time supervisors and/or managers), or by choice if CITY does not otherwise meet population or FTE requirements.
- 3.1.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
 - 3.1.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
 - 3.1.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or their designee, to minimize the impact of potential vacancies.
 - 3.1.4. The City Department Model will include a manager designated as the Chief of Police.

- 3.1.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
 - 3.1.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit C.
 - 3.1.7. The City Department Model provides the option of city identification as outlined in Section 7.11.
- 3.2. Flexible Services Model. The Flexible Services Model operates under the philosophy of a CCSO patrol district encompassing the geographic areas within the boundaries of the CITY. In the event of a temporary absence, including but not limited to sick time or court appearances, the district position will remain unfilled and calls for service will be handled by the adjoining CCSO district car in accordance with CCSO practice and procedures. This model shall be used if CITY population is under 10,000 and CITY contracts for 5 or fewer FTE staff (excluding full-time supervisors and/or managers) unless CITY selects the City Department Model.
- 3.2.1. The level, degree and type of law enforcement services and the number of positions assigned to those services shall be determined by the CITY in consultation with CCSO.
 - 3.2.2. Positions assigned to the CITY shall be dedicated to work within the CITY limits, subject to responses to assist another jurisdiction or CCSO deputies according to mutually agreed upon criteria.
 - 3.2.3. The number of positions assigned to the CITY will remain constant, however CITY recognizes that the number of personnel may vary to the extent that positions are vacant or positions are filled but not available for assignment, including recruits and personnel on long-term disability leave, vacation leave, sick leave or other leave. In accordance with Section 7.7, the transfer of personnel will be coordinated by CCSO, in consultation with the CITY Manager or designee, to minimize the impact of potential vacancies.
 - 3.2.4. The Flexible Services Model will include a manager assigned part-time designated as the Chief of Police.
 - 3.2.5. Support and administrative services shall be provided to the CITY at the level, degree and type as provided by the COUNTY in unincorporated Clackamas County, except as otherwise modified by CITY's election of Optional Services in Section 7.3.
 - 3.2.6. Additional police services may be purchased by the CITY and assigned for the sole benefit of the CITY, provided they are Optional Services as defined in Exhibit C.
 - 3.2.7. The Flexible Services Model does not provide the option of city identification as outlined in Section 7.11.
4. City Law Enforcement Services.
- 4.1. 2018-19 City Law Enforcement Services. Beginning on July 1, 2018 COUNTY will start to collect payment from CITY for the services outlined in Exhibit A. Beginning October 1, 2018, the COUNTY agrees to provide to the CITY the level, degree and type of "enforcement service," "additional police service," and "police support service" in accordance with Exhibit A.
 - 4.2. Revisions to City Law Enforcement Services. In 2018-19 and thereafter, revisions to CITY law enforcement services shall be made in accordance with Section 5.7.

5. Compensation.

- 5.1. Development of Service Costs. The COUNTY shall develop service costs for each Enforcement Service, Additional Police Service, and Police Support Service provided by the CCSO.
 - 5.1.1. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing the service, along with any associated clothing allowance, quartermaster, overtime, supplies, services, telephone, motor pool, lease cars, systems services, insurance, equipment and associated administrative costs. If not already included, costs shall include adjustments for cost-of-living and inflation.
 - 5.1.2. Service costs shall not include the cost of services for Sheriff's activities required by state law, provided only within unincorporated Clackamas County, or supported by a dedicated revenue source, and services excluded from cost allocation at the discretion of the COUNTY. For the purpose of this agreement, such services and their associated administrative costs shall be considered non-chargeable.
 - 5.1.3. Service costs shall be based on the actual CCSO budget which reflects the deduction of certain revenue sources (i.e., grants funds, etc.).
- 5.2. Development of Unit Costs. The COUNTY shall develop Unit Costs for each Enforcement Service and Additional Police Service based on costs associated with Full-Time Equivalent (FTE) personnel performing services to CITY under this Agreement. Unit costs are listed in Exhibit A.
- 5.3. Calculation of CITY's Estimated Agreement Amount. Service costs and Unit Costs shall be the basis for calculating the CITY's Estimated Agreement Amount for services. The CITY shall be charged for services on the basis of FTE's (full-time equivalents), workload billing factors, or direct pass-through of expenses.
- 5.4. CITY's Estimated Agreement Amount. The CITY's Estimated Agreement Amount for services for Fiscal Year 2018-19 is represented in Exhibit A. The COUNTY agrees to revise the estimated amount annually as provided in Section 5.7.
- 5.5. Mid-year Adjustment. Mid-year supplemental appropriations requested by the CITY will be reflected as adjustments in the current year Final Exhibit A and billed on the monthly billings as outlined in Section 5.6 beginning on the next month's invoice.
- 5.6. Billing. Actual costs for the City's Police Services will be reconciled and billed to the City on a monthly basis. Payments shall be due within 30 days after invoicing by the COUNTY. In the event the CITY fails to make a monthly payment within 30 days of billing, the COUNTY may charge an interest rate of one-half percent (.5%) per month.
 - 5.6.1. If the CITY and COUNTY are in disagreement over a portion of the bill, the CITY can withhold the disputed portion of the bill by placing the amount in escrow and following the process outlined in Section 24.3 for resolution of Agreement dispute issues.
 - 5.6.2. The COUNTY will not charge interest on the disputed portion of the bill nor will it begin the termination process as outlined in Section 12.5 so long as the CITY follows the process outlined in Section 5.6.1 and pays the non-disputed portion of the bill within 30 days of billing.

5.7. Future Revisions to City Law Enforcement Services and Agreement Amount.

5.7.1. Beginning annually in 2018, by May 15, or the first working day thereafter, the COUNTY shall provide the CITY with an estimate of the Police Services costs for the next fiscal year by means of a "Proposed" Exhibit A labeled "Draft." If the CITY accepts Exhibit A as proposed, the CITY shall notify COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.

5.7.2. By May 30, or the first working day thereafter, the CITY shall notify the COUNTY of any changes in service or model for the next fiscal year. By June 15, or the first working day thereafter, the COUNTY shall provide the CITY with a revised estimated agreement amount in the form of a "Revised" Exhibit A labeled "Draft" based on the changes in service requested by the CITY. If the CITY accepts the Revised Exhibit A, the CITY shall notify the COUNTY to execute the continuation of the agreement as outlined in Section 5.7.3.

5.7.3. When COUNTY and CITY agree the "Proposed" or "Revised" Exhibit A reflects the level of services and model to be provided by the COUNTY to the CITY for the next fiscal year, COUNTY will provide CITY a "Proposed" or "Revised" Exhibit A labeled "Final" for signature. Once a signed copy is received by COUNTY, it shall also sign and provide a signed copy to CITY.

5.7.4. Recognizing the importance of labor-relations practices and agreements, as well as the cost of personnel, in the event that CITY changes in service or model will reduce personnel assigned to CITY, both parties agree to communicate anticipated reductions as soon as first contemplated to assist in ensuring stability of the workforce and planning respective budgets.

5.7.4.1. If the COUNTY can immediately absorb the reduction in personnel there shall be no costs associated in meeting personnel reductions to the CITY.

5.7.4.2. In the event the COUNTY can not immediately absorb the reduction in personnel both parties shall meet to discuss timing and costs associated in meeting personnel reductions.

5.8. Limit on Annual Growth for Selected Expenditures. A cap on growth in charges shall be in place for the sum of the following group of items listed in Exhibit A: quartermaster and vehicle cost (except for vehicle and fuel), Additional Police Services, and Police Support Services. The annual growth in the sum of these costs shall not exceed 8%. All other charges, including but not limited to any costs related to existing contractual obligations or labor contracts in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, direct pass-through (i.e. Dispatch/Communications) and allocated expenses, recommendations of the Oversight Committee that have a fiscal impact and are approved by the COUNTY, or any other costs determined by the full Oversight Committee (See, this Agreement, section 25) to be beyond the COUNTY's control, shall not be subject to this cap.

5.9. Application. The CITY hereby agrees to pay for Discretionary Overtime expenses separately as provided in Section 5.11. Only Dedicated police and Dedicated support staff overtime, salary, special pay, and benefit costs are covered by this section.

5.9.1. The CITY agrees to pay for actual overtime, salary, special pay, benefit, vehicle maintenance, and fuel costs.

5.9.2. If the CITY has a population of under 20,000 and exceeds its budgeted amount for overtime, special pay, salaries, and benefits by more than five percent, it will have the option to pay the amount exceeding five percent over the remainder of the fiscal year following Reconciliation as provided in Section 5.10. The CITY is responsible for

paying the overage that does not exceed five percent in the month following Reconciliation.

- 5.9.3. Both parties acknowledge that certain employment leaves of absence are protected by law, as well as the effect of extended leaves on an organization. In the event of a protracted leave (30 days or longer) the parties shall make every effort to replace the personnel during the period of protected leave by the 30th day of the leave and with as little impact to the City as possible.
- 5.9.4. In the event a deputy assigned to the CITY becomes injured or is subject to an extended leave due to an overtime shift working expressly for the COUNTY, the CITY shall only be responsible for straight-time salary to replace that person within the CITY until their return. Discretionary Overtime associated with that position shall still be the responsibility of CITY.
- 5.9.5. Upon termination of this Agreement between the CITY and the COUNTY, the CITY is obligated to pay all incurred overtime, special pay, salaries, and benefits overage costs by the termination date.
- 5.10. Reconciliation. CCSO shall reconcile actual CITY costs on a monthly basis. CITY will be billed for the actual, reconciled cost as indicated in Section 5.6 of this agreement.
- 5.11. Discretionary Overtime. It is the intent of the CITY and the CCSO to provide operational overtime when requested for special events, dignitary protection and unusual occurrences. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.
 - 5.11.1. If the CITY requests and utilizes CCSO deputies on overtime for special events within the CITY, the actual deputy overtime expenditure will be billed to the CITY following the event. This billing will occur with the standard monthly billing, in accordance with Section 5.6. Examples include, but are not limited to, park patrol, parades, and community events.
 - 5.11.2. If the CITY experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the CITY Police Chief to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash, riot, or union strike.
 - 5.11.3. In the case of a County, State, or National declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, then the CITY will be responsible for the direct overtime expense, less any mutual aid provided. Examples of disasters may include, but are not limited to, flooding, windstorms, and sink holes.
 - 5.11.4. The CCSO provides dignitary protection, when requested by the dignitary's security detail, when the dignitary arrives in the COUNTY and assists in escorting the dignitary to the CITY. If the dignitary detail includes the US Secret Service, other Federal Government Agencies, or CCSO, then the CITY is not responsible for expenses related to that detail. In the event a dignitary requiring federal, state, or local protection visits the CITY, CITY expense will be confined to meeting the CITY's established level of service for the dignitary visit, in the determination of overtime. Examples of dignitary protection services by CITY may include, but are not limited to, traffic and crowd control related to visits from the Office of the President of the United States and foreign dignitaries. The CITY Manager, or designee, in consultation with the CITY Police Chief, will establish the level of service to be provided.

- 5.11.5. The CCSO is a full-service agency and has a number of specialized services and programs including Investigations Division, Special Weapons and Tactics (SWAT), Hostage Negotiations (HNT), Crime Reconstruction and Forensics Team (CRAFT) and many others. CCSO will not charge CITY for usual and customary specialized services. However, for such services, both parties agree to meet and mutually agree upon payment for the cost incurred as a result of an extended callout (i.e. one that spans more than one operational period) or major event.
- 5.11.6. Billing Process. The CITY Police Chief will ensure the proper accumulation and coding all special event overtime forms.
6. Decisions and Policy-Making Authorities. The COUNTY will provide the services identified in Exhibit A in accordance with the following:
- 6.1. Operational Decisions and Policy-Making Authorities. The respective authorities of the CITY and the COUNTY to make operational decisions and develop and implement policies shall be governed by the guidelines contained in Exhibit B "Roles and Responsibilities of Contract Service Personnel" (Exhibit B), attached hereto and incorporated by this reference.
- 6.2. CITY Police Chief. The CITY may designate a CCSO Lieutenant assigned to the CITY to act in the capacity of the police chief in accordance with Section 7.14.
7. Special Provisions.
- 7.1. Use of Non-Sworn Personnel. To ensure efficiency and the best use of public funds, the CITY and the COUNTY intend to increase the use of non-sworn personnel wherever appropriate. The parties agree that such use must be consistent with the language and spirit of the Collective Bargaining Agreement negotiated by the COUNTY with the Clackamas County Peace Officers' Association (CCPOA).
- 7.2. CITY Purchases. The CITY shall supply at its own cost and expense any special supplies, stationary, notices, and forms where such must be issued in the name of the CITY. If the forms are specific to the police department, they shall include language similar to "In partnership with the Clackamas County Sheriff's Office" where the CITY's police department is named. The COUNTY shall provide supplies and equipment routinely provided to its deputies. When the CITY purchases or leases any equipment for use of CCSO personnel assigned to the CITY, prior written approval is necessary from the COUNTY to ensure the equipment can be integrated into applicable COUNTY systems. Routine supplies and equipment include, but are not limited to, paper, staplers, paperclips, and shared desktop computers. The COUNTY will not approve items it can provide at an equal or lower cost or that are not standard issue.
- 7.2.1. Technology or Specialized Equipment. The CCSO agrees to provide deputies who are trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data computers (MDCs), computer access to criminal history data and other like data, and other current technology utilized within law enforcement. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by the CITY, and the COUNTY and the CITY agree to meet and confer over the need for acquisition, training, or use. The final decision shall be that of the Sheriff, and the CITY shall be responsible for the cost of adding technology or specialized equipment not currently in use or customarily provided to patrol deputies, which is requested by the CITY and approved by the COUNTY. The COUNTY shall obtain and maintain the equipment and the expenses shall be passed-through on the CITY's regular monthly billing.

- 7.3. Charges for Optional Services. To the extent the CITY does not select one or more services designated as optional, the COUNTY will not charge the CITY for those services. In the event that any Optional Services are recommended by the CITY's Police Chief or his/her designee with the appropriate authority, the CITY agrees to meet with the Sheriff or his/her designee to discuss the scope of the project and costs, to arrive at a separate written agreement for delivery of those services. If the Optional Service is for the remainder of the fiscal year, cost and billing shall be considered a mid-year adjustment as identified in Section 5.5.
- 7.4. CITY Police Facility. Office space shall be provided within two years of initial services provided under this Agreement at a location acceptable to both CCSO and CITY and office equipment such as a phone and copy machine will be provided as the CITY deems necessary for the assigned deputies. A CITY may purchase or lease its own facility and provide for the operation and maintenance of the facility. The facility must meet or exceed all applicable city, county, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned CCSO personnel as well as provide the necessary infrastructure to support COUNTY systems used by assigned staff. The CITY will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- 7.5. Use of CITY Facility by CCSO. The CITY and COUNTY agree that incidental use of a CITY facility by CCSO personnel shall not be charged to the COUNTY provided personnel are not permanently assigned or required to report for duty at such location.
- 7.6. Observation of Labor Negotiations. The CITY may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two representatives (total) to observe labor negotiations between the COUNTY and the CCPOA, provided that such observers adhere to rules established by the COUNTY and may be excluded at any time by the lead COUNTY negotiator. The Oversight Committee (See, Section 25) shall designate the two people selected for this section.
- 7.7. Stabilization of Personnel. The CCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to CITY.
 - 7.7.1. Deputies will not be granted a lateral transfer out of the CITY unless authorized by the language in the CCPOA Collective Bargaining Agreement, except with the concurrence of the CITY Manager or designee.
 - 7.7.2. Timing and replacement of CITY-assigned staff who are promoted to a position outside the CITY will be managed with the concurrence of the CITY Manager or designee.
 - 7.7.3. In the assignment of deputies, the COUNTY shall use, whenever possible, deputies who volunteer for duty within the CITY. Duration of assignment and selection of non-voluntary personnel shall be accomplished in accordance with the CCPOA Collective Bargaining Agreement.
 - 7.7.4. Notwithstanding the CCSO's exclusive authority to assign deputies, the CITY shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work with the CITY. In the event the CITY has requested the reassignment of personnel and the Sheriff does reassign the personnel, the reassignment shall not be considered disciplinary. Issues of discipline or performance will be exclusive to the Sheriff.

- 7.8. Assignment of Detectives. When the CITY purchases dedicated detective services, the CITY may choose which detective shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure.
- 7.9. Additional Training. The CITY may provide training in addition to that provided by the COUNTY. Additional training shall be approved by the CCSO and the cost shall be borne by the CITY.
- 7.10. Cost Effect of Service Decisions. The CITY's Unit Costs shall not be raised as a result of another CITY's decision regarding the level or makeup of services, but does not affect the COUNTY's decision to eliminate particular services to CITY. Examples of such services include, but are not limited to, traffic enforcement unit and school resource officers.
- 7.11. CITY Identification. The CITY, if using the City Department Model, may opt to use uniforms and operate vehicles that display the CITY's identity as outlined in this section for personnel assigned full-time to the CITY. Costs related to the uniforms and vehicles, beyond the quartermaster allowance, shall be borne by the CITY. The CITY may retain items that were specifically purchased by the CITY (e.g., bicycle uniforms).
- 7.11.1. Cost mitigation. Recognizing the cost(s) involved with identifying, selecting, and purchasing uniforms and unique vehicle markings, the Oversight Committee (See, Section 25) will work to identify one design for uniform colors and vehicle markings to be used as the City option for all contracting cities to use, with CITY shoulder patch and CITY logo on the vehicles, if desired.
- 7.11.2. Uniforms. CITY may opt to have deputies assigned to the CITY wear the optional City uniform approved by the Oversight Committee. The CITY may design shoulder patches subject to CCSO approval; however, the CCSO badge shall be retained on the uniform.
- 7.11.3. Vehicles. Each CITY may opt to use the optional City vehicle graphics approved by the Oversight Committee. Some form of the CCSO logo and language similar to "In partnership with the Clackamas County Sheriff's Office" must be displayed on the vehicles.
- 7.12. Start-up Costs. When a CITY starts new contracted services, or an existing contract requests new FTE, the CITY agrees to reimburse the COUNTY for salary, benefit, add to pay, quartermaster, and applicable vehicle and fuel costs incurred toward hiring and training deputies in the twelve months prior to their being assigned to the CITY. These costs shall be billed on the regular monthly billing the first month following the approval for additional personnel.
- 7.13. Asset Seizure. The CCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the CCSO within the CITY.
- 7.14. Chief of Police. The CCSO shall provide a Lieutenant to act as Chief of Police for the CITY. The CITY may choose which lieutenant shall be assigned from a list of qualified candidates provided by the Sheriff. The CITY may choose to conduct interviews or some other process consistent with employment law and COUNTY policy and procedure, to select a Chief of Police. The duties of the Chief of Police include:
- 7.14.1. Working with the CITY Manager, or designee, to establish goals and objectives for CITY police services that reflect the specific needs within the CITY.

- 7.14.2. Coordinating police activities within the CITY, including scheduling and CITY-specific protocols and procedures.
- 7.14.3. Coordinating the duties of deputies assigned to the CITY as specific needs arise, as requested by the CITY Manager, or designee, within the context of established CCSO policies and procedures.
- 7.14.4. Oversight of the implementation within the CITY of all COUNTY employment and CCSO policies and procedures. Notification of the CITY Manager, or designee, of any COUNTY or CCSO procedure changes, which either supplement or potentially detract from the CITY's goals and objectives for police service.
- 7.14.5. Identification of areas of supplemental training for deputies assigned to the CITY. Making recommendations to the CITY Manager, or designee, for training not provided by CCSO

7.15. Computers.

- 7.15.1. The CCSO will provide a laptop and appropriate accessories or access to a shared desktop computer to every sworn FTE provided to the CITY.
- 7.15.2. The CCSO Information Technology Section will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- 7.15.3. Replacement computers will be furnished via the CCSO Information Technology Section budget, as needed.

8. Reporting.

- 8.1. Reporting Districts. Reporting districts coterminous with the CITY boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- 8.2. Notification of Criminal Activity. The CITY Police Chief will notify the CITY in the event of a significant criminal occurrence within the CITY.
- 8.3. Monthly Reports. The CCSO will report monthly on criminal activity and on law enforcement services provided by this Agreement.

9. Personnel and Equipment. The COUNTY is acting hereunder as an independent contractor so that:

- 9.1. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY. Allegations of misconduct shall be investigated in accordance with CCSO Policy and Procedures.
- 9.2. Status of Employees. All persons rendering service to CITY hereunder shall be for all purposes employees of the COUNTY, except that the CITY may hire non-commissioned CITY employees pursuant to Section 7.1.
- 9.3. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the COUNTY hereunder shall be that of the COUNTY.
- 9.4. Provision of Personnel. The CCSO shall furnish all personnel and such resources and material deemed by the CCSO as necessary to provide the level of law enforcement service herein described.

- 9.5. Municipal Violations. CCSO commissioned personnel assigned to the CITY shall cite violations of municipal ordinances into the CITY's municipal court when applicable.
10. CITY Responsibilities. In support of the COUNTY providing the services described in Exhibit A, the CITY promises the following.
- 10.1. Municipal Code. The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY and/or state law. It is recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services.
11. Duration. This Agreement is effective upon authorization and signature by both parties, except that parties agree that services and charges shall commence on July 1, 2018. The Agreement shall automatically renew annually on July 1st of each year when a new Final Exhibit A is signed by both parties, unless the termination process is invoked in accordance with Section 12.
12. Termination Process. Either party may initiate a process to terminate this agreement as follows:
- 12.1. Notice of Intent to Terminate. Except as provided in Section 12.5 any party wishing to terminate the agreement shall issue a written notice of intent not less than 45 days prior to issuing an 18-month written notice under section 12.2 of this Agreement. Following receipt of the written notice of intent, the CITY Manager and the Sheriff will meet to discuss the intention to terminate services and review alternatives and impacts, among other matters.
- 12.2. Written Notice of Termination. The terminating party shall provide at least 12 months written notice to the other party.
- 12.3. Transition Plan. Within 120 days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.
- 12.3.1. Mutually agreed upon hiring. In the event the CITY wishes to hire any CCSO Deputy who is performing services for the CITY to a full or part-time position as a law enforcement officer within one (1) year of the termination or expiration of this agreement, or within one (1) year of the date a CCSO Deputy stops performing services for the CITY, the CITY Manager shall meet with the Sheriff to discuss the personnel and service delivery impacts on the unincorporated areas of the COUNTY.
- 12.4. Limitation of Liabilities.
- 12.4.1. Termination will not prejudice either party's right to tort liability coverage under this Agreement for any covered liability incurred prior to the date of termination.
- 12.4.2. Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.
- 12.5. Termination for Non-payment. The COUNTY may, upon 60 days written notice, in its sole discretion, terminate this agreement, either in its entirety or for a particular law enforcement service, if the CITY fails to meet its payment obligation under this Agreement.

13. Indemnification.

13.1. CITY Held Harmless. Subject to the Oregon Tort Claims Act and the Oregon Constitution including but not limited to, the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, the COUNTY shall defend, indemnify and save harmless the CITY and its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, deputies, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same.

13.2. COUNTY Held Harmless. Subject to the Oregon Tort Claims Act and the Oregon Constitution, the CITY shall defend, indemnify and save harmless the COUNTY, its officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same.

14. No Third-Party Beneficiary. The COUNTY does not intend by this Agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this Agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and CITY do not intend that there be any third-party beneficiary to this Agreement.

15. Insurance Coverage.

15.1. Commercial General Liability Insurance.

15.1.1. CITY shall obtain and maintain at all times during the course of this Agreement commercial general liability insurance coverage pursuant to the Oregon Tort Claims Act and subject to the limits of the Act covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.

15.1.2. COUNTY agrees to maintain an actuarially sound self-insurance fund sufficient to cover its obligations under Section 13.1.

15.2. Auto Liability Insurance

15.2.1. CITY shall also obtain, at CITY's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1 Million.

- 15.3. Workers' Compensation Insurance
- 15.3.1. CITY, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. CITY shall maintain employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 each policy limit
- 15.4. Additional Insured Provision. All liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
- 15.5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to the COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed on to the policy.
- 15.6. Insurance Carrier Rating. Coverages provided must be underwritten by an insurance company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 15.7. Self-Insurance. CITY may fulfill its insurance obligations herein through a program of self-insurance, provided that the CITY's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage that satisfies this Section 15. If the CITY is self-insured, the COUNTY Risk Manager must approve the self-insurance, in writing, as satisfying this section.
16. Non-discrimination. The COUNTY and the CITY certify that they are Equal Opportunity Employers.
17. Assignment. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
18. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or CITY during the term of this Agreement and three (3) years after termination.
19. Notice. Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CITY OF ESTACADA
475 SE Main Street
Estacada, Oregon 97023

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if personally delivered, or mailed postage prepaid and addressed to:

CLACKAMAS COUNTY SHERIFF'S OFFICE
2223 Kaen Road
Oregon City, Oregon 97045

The name and address to which notices and communications will be directed may be changed at any time by either the CITY or the COUNTY provided that such notice has been given to the other party.

20. COUNTY as an Independent Contractor. The COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.
21. No Real Property Acquisition or Joint Financing. This Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.
22. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
23. Construction. The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
24. Agreement Administration.
 - 24.1. Agreement Administrators. The CITY Manager, or designee, and the CITY Police Chief shall serve as agreement administrators to review Agreement performance and resolve operational problems.
 - 24.2. Referral of Unresolved Problems. The CITY Manager, or designee, shall refer any police service operational problem, which cannot be resolved, to the CCSO Patrol Division Commander, and if still not resolved to the Clackamas County Sheriff. The Sheriff and CITY Manager shall meet as necessary to resolve such issues. Unresolved problems shall be referred to the Oversight Committee (See, Section 25) for assistance in resolution.
 - 24.3. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Sheriff, the Chair of the Oversight Committee, and the affected party or parties to review and resolve. In the event that the dispute involves the city of the Oversight Committee Chair, the Oversight Committee will designate an alternate CITY Manager to serve as Chair of the Oversight Committee for the purpose of resolving the specific issue. Any unresolved problems shall be referred to the full Oversight Committee for assistance in resolution.
25. Agreement Oversight.
 - 25.1. Oversight Committee. The CITY and the COUNTY agree to establish an Oversight Committee consisting of the City Managers, or their designees, of the cities that contract with the COUNTY for law enforcement services, the Clackamas County Sheriff, or his/her designee, and the CCSO Patrol Division Commander. Each City, the Sheriff or designee, and CCSO Patrol Division Commander shall each have one vote. The Committee may decide to invite selected non-committee members to attend meetings as observers.
 - 25.2. Scope of Committee. The committee shall meet at least quarterly to ensure the parties comply with the provisions of this Agreement, including the administration of the Agreement and the management and delivery of police services under the Agreement. The committee will elect a chair each July 1st who is responsible for holding the meetings and providing a person to keep the minutes of each meeting for the duration of their term as chair.

- 25.2.1. The CITY's member of the Oversight Committee may make recommendations on any issue affecting Agreement costs and conditions, such as the budget for the CCSO, personnel recruitment, training and standards, and collective bargaining issues. These recommendations may reflect approval or disapproval of any COUNTY proposal relating to these issues and shall be submitted to the Sheriff as appropriate.
 - 25.2.2. If an operational problem or Agreement dispute is referred to the Oversight Committee pursuant to sections 24.2 or 24.3 of this Agreement, the Oversight Committee will meet and attempt to resolve the problem or dispute. If the Oversight Committee is unable to resolve the problem or dispute, parties may pursue suitable remedies.
 - 25.2.3. The Oversight Committee may recommend amendments to this Agreement to be approved by each CITY in accordance with the terms of this Agreement. A majority of a quorum of the Oversight Committee will constitute approval of a recommended amendment.
26. Amendments. This Agreement may be amended at any time by mutual written agreement of the CITY, the Clackamas County Sheriff, and the Board of County Commissioners.
 27. Filing. Copies of this Agreement, signed by the Chair of the Board of Commissioners, the Sheriff, the CITY Mayor and CITY Attorney, shall be filed with the CITY and the Clackamas County Clerk.
 28. Entire Agreement. This Agreement and Exhibits A, B, C contain all of the agreements of the parties with respect to any matter agreed hereto. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
 29. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.
 30. Severability. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

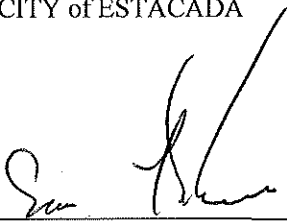
Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this _____ day of _____, 2018.

CITY of ESTACADA


CLACKAMAS COUNTY



Sean Drinkwine
Mayor

6-27-18


Date

 (undersheriff Ellington)

Craig Roberts
Clackamas County Sheriff


7/23/18

Date


Denise Carey
City Attorney *manager*

6-27-18

Date


Jim Bernard
Chair, Clackamas County Board

Date

**EXHIBIT A:
CLACKAMAS COUNTY SHERIFF'S POLICE SERVICES COST SHEET**

Estacada						Dedicated or Flex Model:	Flex Model
FY 2018-19 Police Services						Draft or Final:	Final
Exhibit A						Date:	20-Jun-18
Dedicated Police Services	Units	Salary	Benefits	Other	Total Cost	FTEs	
Sworn							
Police Chief (Lieutenant)	0.15	\$ 128,848.00	\$ 97,280.24	\$ 15,233.25	\$ 36,204.22	0.15	
Sergeant							
Detective							
Patrol Deputy	1.75	\$ 74,880.04	\$ 56,534.43	\$ 3,707.28	\$ 236,463.06	1.75	
School Resource Officer		\$ 74,880.04	\$ 56,534.43	\$ 3,707.28	\$ -	1.00	
Traffic Enforcement Deputy							
Non-Sworn							
Community Service Officer							
Overtime	1.75			\$ 18,360.11	\$ 32,130.19	1.75	
Cost of Dedicated Personnel, Subject to Reconciliation					\$ 304,797.48	1.90	
Fuel and Vehicle Maintenance							
	Units		Fuel	Maintenance			
Patrol Vehicle	1.75		\$ 2,887.00	\$ 3,807.00	\$ 11,714.50	1.75	
Patrol Vehicle (4x4)							
Patrol Vehicle (Traffic Unit)							
Unmarked Vehicle	0.15		\$ 1,470.00	\$ 3,807.00	\$ 791.55	0.15	
Motorcycle							
Cost of Fuel and Vehicle Maintenance, Subject to Reconciliation					\$ 12,506.05	1.90	
Quartermaster and Vehicle Cost							
	Units			Expense			
Uniform, Equipment, and Supplies (Quartermaster)							
Deputy/Sergeant	1.75			\$ 2,221.17	\$ 3,887.05	1.75	
Traffic Enforcement Deputy							
Detective							
Non-Sworn							
Lieutenant	0.15			\$ 2,296.87	\$ 344.53	0.15	
Vehicles							
Patrol Vehicle	1.75			\$ 6,890.86	\$ 12,059.01	1.75	
Patrol Vehicle (4x4)							
Patrol Vehicle (Traffic Unit)							
Unmarked Vehicle	0.15			\$ 4,721.29	\$ 708.19	0.15	
Motorcycle							
Optional Items							
Smart Phones	1.90			\$ 689.00	\$ 1,309.10	1.90	
Mobile Printer	1.90			\$ 800.00	\$ 1,520.00	1.90	
Subtotal, Quartermaster and Vehicle Cost					\$ 19,827.88		
Additional Police Services							
Communications/Dispatch					\$ 27,413.38		
Detectives					\$ 75,238.95		
Records				<input type="checkbox"/> "X" IF City has E-Ticketing - (3% reduction)	\$ 18,094.83		
Subtotal, Additional Police Services					\$ 120,747.16		
Police Support Services							
Admin Overhead					\$ 59,127.34		
Data					\$ 5,953.88		
Support Services					\$ 6,535.93		
Subtotal, Police Support Services					\$ 71,617.16		
Additional Credits and Charges							
Reconciliation (Credit) or Balance Due							
Subtotal, Additional Credits and Charges					N/A		
TOTAL POLICE SERVICES CONTRACT COST					\$ 529,495.71		

EXHIBIT B
ROLES AND RESPONSIBILITIES OF CONTRACT SERVICE PERSONNEL

I. ROLES AND RELATIONSHIPS

A) SWORN PERSONNEL

- 1) Contract service police chiefs, as well as other sworn personnel, will be responsive to the public safety needs of the contracting entity, as well as its officials, residents, and/or population served.

B) CONTRACT POLICE CHIEF (CITY POLICE CHIEF FOR CONTRACT CITIES)

- 1) Command Structure
 - (a) Reports directly to Patrol Division Commander
 - (i) Works at the direction of the CITY Manager or contract manager/administrator, and in compliance with CCSO policy, procedures, and directives.
- 2) Title
 - (a) Police chiefs shall be addressed as “Chief of Police” in public settings, such as CITY council meetings, other meetings, and contract service staff meetings where their role is that of Chief.
 - (b) Police chiefs shall wear their CCSO Uniform, and be addressed as “Lieutenant” when they are not representing the CITY.
- 3) Interaction with Contracting Entity
 - (a) The police chief shall discuss and agree upon protocols for routine, daily interactions with the contract service CEO or manager/administrator as deemed appropriate by the contracting entity.
 - (b) The police chief shall function as a department head within the contracting entity's organizational structure, and is expected to conduct himself or herself in a manner that supports and maintains trust in the contracting entity.
 - (c) At the direction of the contract service CEO or manager/administrator, and as needed, the police chief shall attend and participate in the contracting entity's staff and council meetings, and official functions, celebrations, and commissions. As requested by the CEO or manager/administrator and as needed, the police chief will also represent the contract service police department at community meetings and functions.
 - (d) The Police Chief is the CITY's Director of Police Services and represents the Manager of the CITY for all law enforcement matters in the community/CITY. This may include working with other relevant CITY departments and or other public agencies (e.g. courts, schools, etc.) on behalf of the CITY.
 - (e) The CCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts. Consistent with this philosophy Police Chiefs are expected to represent the CITY's point of view, consider CITY needs in carrying out their duties and advocate on behalf of their CITY similar to other CITY departmental directors.
- 4) Duties
 - (a) Supervision Received:
 - (i) CCSO command staff maintains authority and responsibility over police chiefs.
 - (ii) In the event a contracting entity's procedure, policy, goal or operation differs from that of the CCSO, that entity shall negotiate with the CCSO to reach a final determination.
 - (iii) The entity's Manager or manager/administrator shall have the general duty and responsibility of providing the assigned police chief with general direction relative to the furnishing of law enforcement services to the contracting entity.
 - (iv) The police chief shall maintain communication between command structures to

ensure that changes in the CCSO are communicated to the contracting entity and that changes in the entity are communicated to the CCSO.

(b) Duties Include:

- (i) The police chief shall direct overall Contract City service police operations, ensuring law enforcement services within the CITY.
- (ii) The police chief shall analyze operations and develop plans to manage resources and ensure effective and efficient delivery of services.
- (iii) The police chief shall oversee the implementation of all policies and procedures relating to police services, and shall provide to the CCSO any written information relative to police services created by the entity. The chief shall notify the CCSO of all procedures that differ from CCSO policies and procedures.
- (iv) The police chief shall utilize analysis of crime data to establish a plan for deploying resources to address identified needs.
- (v) The police chief shall coordinate police activities for the contracting entity, including hours of operation and contract-specific protocols and procedures.
- (vi) The police chief shall oversee and monitor, in coordination with the Clackamas County Sheriff's Office, the budget for the contract police department as provided in Exhibit A.
- (vii) The police chief shall coordinate the response of support services used for law enforcement for the contracting entity (e.g., Detectives, Special Operations).
- (viii) The police chief shall establish policies and protocols for the response of services that are not purchased by the entity in advance (e.g., optional services).
- (ix) The police chief shall notify the contracting entity's CEO or manager/administrator of any use of support services that were not purchased in advance upon their deployment for enforcing laws for the contracting entity.
- (x) The police chief shall notify the contracting entity's CEO or manager/administrator of all major crimes or incidents.

5) Goals, Objectives, and Performance Indicators

- (a) The police chief shall establish goals and objectives for contract police services in conjunction with the CITY Manager that reflect the specific needs of the contracting entity. The chief shall also identify performance indicators for the entity to measure the established goals and objectives.
- (b) The police chief shall oversee the implementation of all CCSO policies and procedures within the contract services, and maintain a copy of current police procedures on file at the entity's chosen central location for the entity's reference. The chief shall notify the entity's CEO or manager/administrator of any CCSO procedures or changes that either supplement or affect the entity's established goals and objectives for police services.
- (c) The police chief shall review the entity's performance indicators for police services against the stated goals and objectives, and shall report to the CEO or manager/administrator on progress of goal attainment.

6) Personnel Management and Training

- (a) The police chief shall identify areas of supplemental training for officers assigned to the entity, and make recommendations to the CCSO for supplemental training. The chief shall also make recommendations to the contracting entity's CEO or manager/administrator for training not provided by CCSO.
- (b) The police chief shall periodically review the performance of officers assigned to the contracting entity and report to entity's CEO or manager/administrator and command staff or Division Commander any recommendations for performance improvement.
- (c) The police chief shall perform selected roll calls of contract-assigned officers.
- (d) The police chief shall coordinate and direct duties of officers assigned to the contracting

entity as specific needs arise, and as requested by entity's CEO or manager/administrator within the context of established policies and procedures. The chief shall report to the division commander any changes in duty of contract-assigned officers.

C) FIRST LEVEL SUPERVISOR/LINE OFFICERS/DETECTIVES/STAFF

- 1) Command Structure
 - (a) These individuals shall report directly to the police chief or supervisor as appropriate.
- 2) Title/Insignia
 - (a) These individuals shall wear rank insignia on uniform consistent with CCSO rank
- 3) Interaction With Contracting Entity
 - (a) These individuals shall interact with contracting entity staff and officials in accordance with the CCSO Manual of Rules and Regulations
 - (b) These individuals shall present themselves in the community in a manner consistent with being a member of the entity's staff and in a manner that supports and maintains trust in the contracting entity.
- 4) Duties
 - (a) Will be commensurate with other CCSO assignments

II. INCENTIVES/REWARDS

- A) Contracting entities may award incentives or other recognition within existing guidelines, ethics guidelines, department rules and contract language, intergovernmental agreements and the award systems of the entity, CCSO and COUNTY.

III. COMMITMENTS, TRANSFERS, and PROMOTIONS

- A) CCSO staff requesting assignment to a contracting entity will make a commitment to work as a member of the entity's police force as outlined in the Collective Bargaining Agreement, except in cases of promotion or other special circumstances. Special circumstances require the concurrence of the entity's CEO or manager/administrator and applicable CCSO Division Commander.
- B) The transfer of personnel affecting the entity's police force will be coordinated by the CCSO, in consultation with the entity's Police Chief, to minimize the impact of potential vacancies. The number of the entity's vacant positions will be managed with a goal of achieving proportionality with the total number of vacant positions in the CCSO Division the employee would otherwise be assigned.
- C) Contracting entities may not make de facto promotions by their selection of personnel except in instances in which a pool of candidates is made available for selection by the CCSO.

IV. STATISTICAL REPORTS

- A) Whenever possible, reports shall be generated by the CCSO.
- B) Reports will include footnotes identifying the source of the information.
- C) Service enhancement proposals will be routed through CCSO Division Commander.

**EXHIBIT C:
GLOSSARY OF TERMS**

Absent Without Leave

Absent without authorization.

Backfill

Replacing a normally scheduled deputy's planned or unplanned absence using overtime.

Benefits

Medical, dental, unemployment, A & D and life insurance, worker's compensation, retirement plans; and vacation, sick and holiday pays.

Bereavement Leave

Up to 3 days leave with pay that can be used when a member of one's immediate family passes away.

Captain

Appointed by the Sheriff from a list of Lieutenants and subordinate to the rank of Undersheriff. Assigned as Division Commander.

Career Service Employee

An employee appointed to a career service position as a result of a competitive examination process.

CCPOA

Clackamas County Peace Officers' Association – the collective bargaining unit representing the non-management employees of the Sheriff's Office.

Chief

See "Contract CITY Police Chief" below.

City Department Model

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or his/her designee. Eligible to have the approved CITY-style uniform(s) and vehicle(s) for full-time assigned personnel, and an overtime budget is provided to backfill absences from the CITY.

Clackamas Communications Center – C-Com

Provides telecommunications services between citizens and appropriate public safety agencies on a 24 hour a day basis including dispatch and radio support to officers.

Clothing Allowance

Detectives not required to wear a uniform receive additional pay while so assigned.

Collective Bargaining Agreement (Union Contract)

The negotiated work-conditions and benefits agreed to by Clackamas County and the CCPOA.

Community Service Officer (CSO)

Non-sworn, uniformed staff who do not have arrest authority.

Compensatory Time

Time off that is granted with pay in lieu of overtime pay to FLSA-overtime eligible employees for work performed either on an authorized overtime basis or on a holiday that is normally scheduled as a day off.

Contract City Police Chief

Reports directly to Division Commander; works at the direction of city manager/administrator and in compliance with CCSO Policy, Procedures & Directives; Interacts with city staff and council members; Functions as a department head within the contract city structure. CCSO Lieutenant rank qualifies for the chief's position.

Cost Book

Document used to show the annual CCSO Budget, anticipated revenues, which items are non-chargable (provided to County residents regardless of city incorporation or not) and the allocation for those chargeable items remaining.

Cost Sheet (Exhibit A)

Document provided annually to CITY to memorialize which service model, the number and cost of assigned staff, and the actual allocations for each Enforcement-, Additional Police-, Police Support-Services for the fiscal year. The total cost will be divided by 12 months to arrive at the monthly payment due for services.

Dedicated Staff

Personnel regularly assigned to a contract city.

Deputy (Officer)

Appointed by the Sheriff from a certified eligibility list provided by the Clackamas County Department of Employee Services and subordinate to the rank of Sergeant.

Discretionary Overtime

Overtime used to meet daily staffing of CITY such as replacing deputies who are on vacation, in training, etc. CITY may use their discretion to leave certain vacancies unfilled and not expend overtime.

Estimated Agreement Amount for Services

"Draft" Exhibit A provided to CITY by CCSO indicating what the estimated cost will be for the next fiscal year's service delivery used for budgeting purposes.

Final Agreement Amount for Services

After agreement on service model and level, CCSO provides a "Final" Exhibit A to CITY indicating the contract amount for the next fiscal year, which is divided by 12 for the monthly payment amounts.

Flexible Services Model

The service delivery model selected by the CITY in consultation with the Clackamas County Sheriff or his/her designee. Not eligible to have the approved CITY-style uniform(s) and vehicle(s) for assigned personnel, and absences from the CITY are covered by the neighboring CCSO Patrol district in conjunction with the other district calls for service.

Full-Time Equivalent (FTE)

The representation used during budgeting and manpower analysis to refer to the equivalent of a full-time position, or two half-time positions, etc.

Incentive Pay

Additional pay over and above base salary negotiated by the County and Clackamas County Peace Officers' Association for qualified employees.

Leave with Pay

Authorized time off with pay - examples include vacation, compensatory time, and parental leave.

Leave without pay

Any absence of an employee from duty without compensation.

Lieutenant

Appointed by the Sheriff from a certified list of qualified applicants provided by the County's Department of Employee Services and subordinate to the rank of Captain.

Longevity Pay

Additional pay given for length of service.

Mandatory Training

Training that is mandated by COUNTY, state, or federal regulations (i.e., Firearms, EVOC, Hazmat, First Aid and CPR).

Military Leave

Leave of absence with pay for active military duty.

Non-chargeable Services

Services generally deployed county-wide and not charged under the contract for legislative or policy reasons.

Non-Sworn

Personnel who do not have police/arrest authority.

Officer

See *Deputy*

Optional Services

Services or specialized groups within the Sheriff's Office that serve the residents of the unincorporated County and are not routinely provided to other jurisdictions without compensation or by specific agreement. Examples include, but are not limited to: Crime Prevention, School Resource Officers and Community Safety Action Team. These services may be selected by a City to include in the cost allocation for the service level.

Oversight Committee

Group representing each of the cities who contract with CCSO for law enforcement services, and the CCSO, who is responsible for ensuring the Agreement is being followed appropriately, recommending changes/amendments, and working to resolve issues that may arise out of service delivery.

Permanent (Regular) Assignment

Normal duty station.

Promotion

The movement of an employee to a higher rank.

Quartermaster

A system to track the provision of uniforms and equipment for department personnel.

School Resource Officer (SRO)

A Deputy who provides a school-based community policing presence at primary and secondary schools.

Sheriff

Elected Chief Executive of the Clackamas County Sheriff's Office.

Sick Leave

Paid leave of absence from work due to employee or family member's illness.

Special Units

Groups of employees with specialized training to address certain routine and non-routine events throughout the County. Special units are staffed either full-time or as a collateral duty in addition to employee's regular assignment. Special units include, but are not limited to:

CAT – Child Abuse Team

CCITF – Clackamas County Interagency Task Force

CIT – Crisis Intervention Team

CERT – Cell Extraction Response Team
CSAT – Community Safety Action Team (Crime Prevention)
CRAFT – Crash Reconstruction and Forensics Team
CSI – Crime Scene Investigations (Criminal Identification Division)
DRE – Drug Recognition Expert
DVERT – Domestic Violence Enhanced Response Team
EDU – Explosives Disposal Unit
EVO – Emergency Vehicle Operations (Instruction)
HAZMAT – Hazardous Materials Team
HNT – Hostage Negotiations Team
HVCU – Homicide and Violent Crimes Unit
INTERCEPT – Interagency Child Exploitation Prevention Team
PSTC – Public Safety Training Center
PSU – Professional Standards Unit
SWAT – Special Weapons and Tactics Team
VOU – Vehicle Ordinance Unit

Sworn

Personnel who have police/arrest authority and/or are certified by the State of Oregon.

Transfer

Movement of an employee from one position to another position that has the same or comparable job classification and salary.

Temporary Assignment/position

An assignment/position that is not a regular assignment/position and includes probationary period or provisional appointment.

Unit Cost

The allocation of certain CCSO budget items across FTE to establish a per-person cost for equipment, support and overhead that is allocated across the agency for each person employed.

Vacancy

A position which is empty, unfilled, or unoccupied such that no funds are being expended.



CRAIG ROBERTS, Sheriff

Clackamas County Sheriff's Office

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Purchase from Command Sourcing, Inc. for a Full Body Scanner for the Clackamas County Sheriff's Office

Purpose/ Outcomes	Purchase of a full body scanner for the Clackamas County Jail
Dollar Amount and Fiscal Impact	\$172,800
Funding Source	216-1624-00-485400
Duration	N/A
Previous Board Action	None
Strategic Plan Alignment	CCSO is under-going the Strategic Planning at this time
Contact Person	Captain Lee Eby, Jail Commander x6760

BACKGROUND:

For the jail contraband is a serious issue and the introduction of drugs and dangerous weapons possess a threat to other inmates, the public and staff. To help ensure a more exhaustive solution without creating potential liability to the County, a solution was found that is more thorough than the traditional search methods. Clackamas County was seeking to enhance their ability to prevent the introduction of weapons, narcotics, and other contraband into their correctional system. Recent legislation has made it more difficult for correctional departments to perform "strip" and "cavity" searches. A body scanner gives the jail the ability to perform "virtual" searches to any number of subjects at their discretion, in a more dignified, non-contact manner. The best practice in corrections shows the combatant against introducing contraband is a body scanner in the facility.

On April 12, 2018, the Sheriff's Office through the County Procurement Division issued Request for Proposals #2018-34 for Full Body Scanner. Proposals were received from Command Sourcing, Inc., ADANI Systems, Inc., Advanced OPS International LLC, OD Security North America, and US Testing Equipment, LTD. After an evaluation of the proposals, the evaluation committee recommended the acceptance of the proposal from Command Sourcing, Inc.

Counsel has reviewed and approved the transaction.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the purchase from Command Sourcing, Inc. and authorize the Procurement Division to issue a purchase order for the order and authorize the Sheriff of Undersheriff to sign any other necessary instruments to complete the purchase.

Respectfully submitted,

Undersheriff, Matt Ellington

Placed on the Agenda of _____ by the Procurement Division



Gregory L. Geist
Director

August 2, 2018

Board of County Commissioners
Water Environment Services Board

Members of the Board:

Approval of a Resolution Authorizing a Department of Environmental Quality State Revolving Fund Loan Agreement with Water Environment Services to Finance a Solids Handling Project

Purpose/Outcomes	To put in place a loan to finance the solids handling project, allow for sharing the cost of that project between rate zones, and provide “no cost” funding for a qualified surface water project.
Dollar Amount and Fiscal Impact	The loan maximum will be \$37,000,000. Principal and interest payments will be made in semiannual installments based on the final, total loan. These payments will be apportioned between Rate Zones 1 and 2 as required by the ORS 190 formation documents for WES.
Funding Source	Monthly sanitary sewer service charges. No County General Funds are involved.
Duration	The loan will have a 20 year term.
Previous Board Action	None.
Strategic Plan Alignment	1. Aligns with the County’s overall Plan to build strong infrastructure. 2. Aligns with strategic goal of by 2018, Clackamas County will have sewer plant improvements under construction that support the expected 20-year growth horizon.
Contact Person	Doug Waugh, Finance Manager, WES – 503-742-4564

BACKGROUND:

The Water Environment Services (WES) formation ORS 190 agreement requires the costs for the solids handling project to be specifically apportioned between rates zones 1 and 2 in WES. Borrowing the entire cost of the project from the Department of Environmental Quality State Revolving Fund program will create an annual debt service for the project. This level, annual debt service will be allocated between the rate zones as required, resulting in stable, annual rate increments for each rate zone. The winning construction bid was for \$33.5 million. We are asking for a maximum loan of \$37 million to provide for a contingency, should it be necessary. WES will only borrow what is needed to complete the project. In addition, this loan comes with a Sponsorship Option, where a qualifying surface water project can be financed through this loan with no increase in the total principal and interest payments over the life of the loan, allowing the surface water project to be no cost to WES.

RECOMMENDATION:

Staff recommends the Board approve the resolution and authorize Greg Geist, WES Director, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Greg Geist". The signature is written in a cursive style with a long horizontal stroke at the end.

Greg Geist
Director, Water Environment Services

Attachments:

Resolution Authorizing DEQ State Revolving Fund Loan Agreement with WES

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

A Resolution Authorizing a Department
of Environmental Quality State
Revolving Fund Loan Agreement with
Water Environment Services to Finance
a Solids Handling Project



Resolution No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners of Clackamas County, Oregon (the "Board"), acting as the governing body of Water Environment Services, an intergovernmental entity created pursuant to Oregon Revised Statutes Chapter 190 ("WES"), in the Board's regular business meeting on August 2, 2018.

WHEREAS, WES has entered into negotiations with the State of Oregon Department of Environmental Quality ("DEQ") for a loan to WES from the State Revolving Fund ("SRF") in the approximate amount of \$37,000,000 for the Tri-City Solids Handling Improvements Project ("Project"); and

WHEREAS, funding the Project with this loan allows for costs to be apportioned between rate zones in WES as required by the WES formation ORS 190 agreement; and

WHEREAS, WES and DEQ are finalizing this agreement and the Board is desirous of delegating execution of the Agreement to the Director of WES; and

WHEREAS, it further appearing that it is in the best interest of WES to approve the SRF Loan Agreement;

NOW THEREFORE, the Clackamas County Board of County Commissioners acting as Governing Body of Water Environment Services resolves as follows:

1. The Board does authorize and approve WES to enter into a SRF Loan Agreement for the financing of approximately \$37,000,000 for the Solids Handling Project with terms and conditions standard to such agreements and as required by DEQ.
2. The Board does authorize and approve the establishment and funding of a designated reserve account to meet the "Loan Reserve" requirement of the SRF Loan Agreement.

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

A Resolution Authorizing a Department
of Environmental Quality State
Revolving Fund Loan Agreement with
Water Environment Services to Finance
a Solids Handling Project



Resolution No. _____
Page 2 of 2

3. The Board does authorize and direct the Director of WES to execute the final SRF Loan Agreement and any ancillary related documents or amendments that may be required thereafter, so long as such amendments do not increase the amount of indebtedness.

DATED this 2nd day of August, 2018.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary