

# AGENDA

**Thursday, February 4, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-08

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation of "Voice of the Guard" in Honor of Oregon National Guard  
(Commissioner Martha Schrader introducing Frances Richey)

**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. 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 a Revenue Intergovernmental Agreement with Oregon Department of Education, Early Learning Division, for Home Visiting and Parenting Services – *Children, Youth & Families*
2. Approval of an Agency Services Contract with North Clackamas School District for Parenting Education Classes – *Children, Youth & Families*

**B. Community Corrections**

1. Approval of Amendment No. 6 to the Contract with Bridges to Change Inc. for Caseworker and Mentoring for Community Corrections Mental Health and Justice Reinvestment Programs – *Purchasing*

**C. Elected Officials**

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

2. Request by the Clackamas County Sheriff's Office for Amendment No. 2 to the Intergovernmental Agreement with Oregon State Marine Board for the Boating Safety Action Plan - *ccos*
3. Request by the Clackamas County Sheriff's Office for Amendment No. 3 to the Intergovernmental Agreement with Oregon State Marine Board for the Boating Safety Action Plan - *ccso*

**D. Administration**

1. Resolution No. \_\_\_\_\_ Adopting a County Energy Policy and Goals

**E. Business & Community Services**

1. Approval of Revisions to the Intergovernmental Agreement with Metro for the North Milwaukie Industrial Redevelopment Plan Project

**IV. SERVICE DISTRICT NO. 5**

1. Approval of an Intergovernmental Agreement with Oregon Department of Transportation (ODOT) for the McLoughlin Blvd. Street Lighting Project.

**V. WATER ENVIRONMENT SERVICES**

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

1. Approval of Amendment No. 3 to the Contract Documents with PeroxyChem, LLC for Pilot Trial of the Disinfection Chemical Vigorox - Second Phase - *Purchasing*

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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

February 4, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of a Revenue Intergovernmental Agreement with  
Oregon Department of Education, Early Learning  
for Home Visiting and Parenting Services

<b>Purpose/Outcomes</b>	Provides Home Visiting Services to stabilize home environment of parents having factors that place their children at risk of abuse and neglect.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$222,560.00.
<b>Funding Source</b>	Oregon Department of Education – Oregon Early Learning Division Funds. There is a 25% cash match (\$55,640) requirement associated with this request for proposal. Match is expected to be generated through partnership with the non-profit providing the Healthy Families Home Visiting services.
<b>Duration</b>	Upon signature, Agreement covers the period of October 1, 2015 through December 31, 2015.
<b>Previous Board Action</b>	This request has not previously been referred to the Board.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Individuals and Families in need are healthy and safe.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Rodney Cook, CYF Director 503-650-5677
<b>Contract No.</b>	7552

**Background:**

The Children, Youth and Families Division of the Health, Housing and Human Services Department requests the approval of a revenue Intergovernmental Agreement (IGA) with Oregon Department of Education, Early Learning Division.

This IGA provides home visiting service for educating parents on how to recognize and respond to their babies; cues and needs at every developmental stage; modeling positive parent-child interaction that promotes healthy brain development; educating parents on the importance of immunizations and well baby checks; connecting parents and children to medical providers; screening for maternal depression and child developmental delays;

teaching parents positive discipline techniques; and connecting parents to community resources - among other parenting skills. County is a vendor under this contract.

The IGA is retroactive as the Division did not receive the document from the State in time to process before the effective date. County Counsel reviewed this document on January 19, 2016. At County Counsel's request, a memo between State and County is created to document timing issues and that both parties fully performed their duties under this agreement.

The IGA has a maximum contract value of \$222,560.00. \$187,560 per quarter for basic Healthy Families services and up to \$35,000 for Medicaid Earning disbursed on a reimbursement basis. There is a 25% cash match (\$55,640) requirement associated with this request for proposal. Match is expected to be generated through partnership with the non-profit providing the Healthy Families Home Visiting services. This IGA covers the period of October 1, 2015 through December 31, 2015.

**Recommendation:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**Agreement Number 5782**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This Agreement is between the State of Oregon, acting by and through its Department of Education (ODE) on behalf of its Early Learning Division and the Early Learning Council (ELC), and,

**Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: (503) 650-5678  
Facsimile: (503) 650-5674  
E-mail address: [rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division  
775 Court Street  
Salem, Oregon 97301  
Agreement Administrator: Erin Deahn or delegate  
Telephone: 503-378-6768  
E-mail address: [Erin.Deahn@state.or.us](mailto:Erin.Deahn@state.or.us)**

**1. Effective Date and Duration.**

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) October 1, 2015 or, (ii) when required, the date this Agreement is approved by the Department of Justice. . Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on December 31, 2015. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E: Required Subcontractor Provisions – Reserved
- (8) Attachment 1: Activity Codes

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, E and all Attachments.

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$222,560.00. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

**4. Vendor or Sub-Recipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, ODE’s determination is that:

County is a sub-recipient; **OR**  County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

**5. County Data and Certification.**

- a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by ODE or ODE designee.

- b. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS

310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

- (2) The information shown in this Section 5., County Data and Certification , is County's true, accurate and correct information;
  - (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at  
<https://www.sam.gov/portal/public/SAM/>; and
  - (6) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**



**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.**

**Clackamas County:**

**By:**

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Authorized Signature	Title	Date
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**State of Oregon acting by and through its Department of Education**

**By:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency: Approved by David Elott via email dates 10/30/2015**

Other required Signatures:

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Authorized Signature	Title	Date
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February 4, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with  
North Clackamas School District for Parenting Education Classes

<b>Purpose/Outcomes</b>	Provides parenting education to at risk families in the North Clackamas School District to improve the quality of parent/child interaction and support healthy child development
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$6,000
<b>Funding Source</b>	Oregon Community Foundation No County General Funds are involved and no match is required.
<b>Duration</b>	Effective January 1, 2016 and terminates on June 30, 2016
<b>Previous Board Action</b>	n/a
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• <b>Individuals and families in need are healthy and safe</b></li> <li>• <b>Ensure safe, healthy and secure communities</b></li> </ul>
<b>Contact Person</b>	Rodney A. Cook 503-650-5677
<b>Contract No.</b>	CYF 7544

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with North Clackamas School District to provide parent education and skills training to a minimum of 15 parents. Classes will improve the quality of parent/child interaction and support healthy child development. Services are paid on a cost reimbursement basis.

This agreement has a maximum value of \$6,000. No County General funds are involved and no match is required. It is effective January 1, 2016 and terminates June 30, 2016. County Counsel has reviewed this contract.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

(FY15-16)  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY – Children, Youth & Families, OREGON  
AND  
**North Clackamas School District**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and **North Clackamas School District** (AGENCY) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for a cooperative working relationship for the purpose of providing 3 classes of 7 sessions each of the Nurturing Parenting curriculum.

II. Scope of Work and Cooperation

A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit 1 attached.

III. Compensation

The COUNTY agrees to pay AGENCY an amount not to exceed **\$6,000** during the **2015-2016 fiscal year** for the services outlined in Section II.A.

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Korene Mather  
Clackamas County-Children, Youth & Families Division  
2051 Kaen Road  
Oregon City, OR 97045  
503-650-5683  
[korenemat@co.clackamas.or.us](mailto:korenemat@co.clackamas.or.us)

IV. Liaison Responsibility

**Karen Rush** will act as liaison from the AGENCY for this project. **Chelsea Hamilton** will act as liaison from the COUNTY.

V. Special Requirements

A. The COUNTY and AGENCY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.

INTERGOVERNMENTAL AGREEMENT

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- B. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the AGENCY or the AGENCY's employees, subject, where applicable, to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance 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 contract.

2. Commercial Automobile Insurance

Required by COUNTY  Not required by COUNTY

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" 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.

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it

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 Clackamas County Purchasing Division. 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.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY 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.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years

after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- E. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

VI. Amendment

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

VII. Term of Agreement

This agreement becomes effective January 1, 2016. This contract will terminate June 30, 2016.

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

Upon termination of this agreement, any unexpended balances of agreement funds shall remain with the COUNTY.

INTERGOVERNMENTAL AGREEMENT

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GOVERNMENTAL UNIT

\_\_\_\_\_  
By

\_\_\_\_\_  
Name (Typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

4444 SE Lake Road  
\_\_\_\_\_  
Street Address

Milwaukie, 97222  
\_\_\_\_\_  
City/Zip

503-353-6050  
\_\_\_\_\_  
Phone Number

93-0599524  
\_\_\_\_\_  
TIN, FIN or S.S.#

**CLACKAMAS COUNTY**

Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Interim Director  
Health, Housing & Human Services

\_\_\_\_\_  
Date

Approved as to Content:

\_\_\_\_\_  
Rodney A. Cook, Division Director

\_\_\_\_\_  
Date



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

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of Contract Amendment #6 with Bridges to Change Inc. for Caseworker and Mentoring for Community Corrections Mental Health and Justice Reinvestment programs**

<b>Purpose/Outcomes</b>	Request the approval of Contract Amendment #6 with Bridges to Change Inc. to upgrade the Mental Health House Manager to Case Manager and add two Mentors at the new Transition Center.
<b>Dollar Amount and Fiscal Impact</b>	The total amount of the amendment is \$169,932, bringing the contract total to \$1,008,494.
<b>Funding Source</b>	House Manager – CCA Grant-in-Aid and General fund Transition Center Mentors – Justice Reinvestment Grant
<b>Duration</b>	Upon contract execution through June 30, 2016
<b>Previous Board Action</b>	Contract renewed annually.
<b>Contact Person</b>	Captain Jenna Morrison, Director 503-655-8725
<b>Contract No.</b>	2015-0741

**Background:**

Bridges to Change has been providing transitional housing and mentoring services to offenders releasing from custody into the community for Clackamas County Community Corrections since 2006. We are now adding mentors to the new Transition Center program and also elevating the position of House Manager to Case Manager at the Haven House for the mental health housing and mentoring program. Both additions will allow Community Corrections to provide more services to our clients and offenders releasing from jail.

**Recommendation:**

Staff respectfully recommends the Board of County Commissioners approves this contract amendment with Bridges to Change to add two Transition Center mentors and elevate the Haven House mental health House Manager position to a Case Manager position.

Respectfully submitted,

Captain Jenna Morrison, Director  
 Community Corrections

Placed on the agenda of February 4, 2016 by Purchasing.





LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **February 4, 2016**, this Services Contract with Bridges to Change, Inc. for Traditional Housing and Mentoring Services for Clackamas County Community Corrections.

BTC will provide 1 FTE house manager and 2 FTE recovery mentors who will provide on-site supervision and mentors for the transition center.

Cost for the 3 FTE mentors is \$ 169,932.00. Funds for this contract have been budgeted within the Department's current FY 15/16 budget. The project has had Counsel review.

Recommended Action:

Staff respectfully requests approval of the contract with, Bridges to Change, Inc. for Traditional Housing and Mentoring Services for Clackamas County Community Corrections.

Respectfully Submitted,

Dan Nenow, C. P. M.  
Purchasing Staff

**AMENDMENT #6**

**TO THE CONTRACT DOCUMENTS WITH BRIDGES TO CHANGE, INC. FOR TRADITIONAL HOUSING AND MENTORING SERVICES** for Clackamas County Community Corrections

This Amendment, when signed by **Bridges to Change, Inc.** ("Contractor") and the Board of County Commissioners, 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 Contractor and County entered into those certain contract documents for the provision of services dated 9/26/13, as may be amended ("Contract");

WHEREAS, the Contractor and County desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contracts are amended as follows:

**SECTION I      COMPENSATION:**

**CHANGE TO READ:** Increase the compensation by \$ **169,932.00**. Total maximum annual compensation authorized under this contract shall not exceed \$ **1,008,493.52**.

**SECTION II    SERVICES TO BE PROVIDED:**

The services to be provided pursuant to Section II of the contract are modified to include the following:

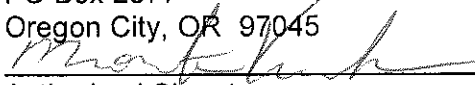
Change the House Manager position of the Haven House, to an onsite Case Manager.

- BTC will provide 1 FTE live in House Manager/Case Manager who will provide on-site supervision. **See scope of work attached.**
- BTC will provide 2 FTE female/male recovery mentors who will assist participants with case management. **See scope of work attached.**

<b>ORIGINAL CONTRACT</b>	<b>\$ 580,476.00</b>
<b>AMENDMENT #1</b>	<b>\$ 97,323.00</b>
<b>AMENDMENT #2</b>	<b>\$ 11,724.00</b>
<b>AMENDMENT #3</b>	<b>\$ Language change, Renewal #1</b>
<b>RENEWAL #2</b>	<b>\$ 677,799.00</b>
<b>AMENDMENT #4</b>	<b>\$ 140,000.00</b>
<b>AMENDMENT #5</b>	<b>\$ 20,762.52</b>
<b>AMENDMENT #6</b>	<b><u>\$ 169,932.00</u></b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$1,008,493.52</b>

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

Bridges to Change, Inc.  
PO Box 2877  
Oregon City, OR 97045

  
Authorized Signature

Nanta Knudson E.D.  
Name / Title (Printed)

1-15-16  
Date

503-380-7495/ 503-465-2748  
Telephone/Fax Number

201316-94  
\*Oregon Business Registry #

DNP/ OR  
Entity Type/State of Formation

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by:

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Date

Approved as to form

  
\_\_\_\_\_  
County Counsel

\*required if using an assumed business name, or if the business is a LLC, a LLP, a Corporation or other business type required by statute to be registered with the Oregon Secretary of State's Office.



December 16, 2015  
Clackamas County Corrections  
Men's Mental Health House On-Site Case Manager

**Description of services:**

1. BTC will provide 1FTE live in House Manager/Case Manager who will provide on-site supervision and assist participants with case management in collaboration with peer mentor assigned to the house. The case manager will assist participants with accessing a variety of needs such as:
  - Applying for health care.
  - Access detoxifications services.
  - Manage medication access.
  - Accessing Addictions treatment.
  - Accessing MH treatment.
  - Accessing SSI/SSD
  - Job readiness and employment search where applicable.
  - Reinforce pro-social behaviors.
  - Provide skills groups.
  - Guiding them through the phases of the program supportively.
  - Following through with health care appointments.
  - Accessing recovery support.
  - Organize recovery networks.
  - Work with treatment providers
  - Other case management duties requested.

**Bridges to Change, Inc.**  
PO Box 2877 Oregon City, Oregon 97045  
Work 503-380-7495 / Fax 503-465-2748  
[www.bridgestochange.com](http://www.bridgestochange.com)



December 2015  
Clackamas Community Corrections  
***Transitions Center Mentors Scope of Work***

**Scope of Work:**

1. BTC will provide 2.0FTE Female/Male Recovery mentor who will assist participants with case management such as:
  - Applying for health care.
  - Access to housing support
  - Accessing recovery oriented services
  - Job readiness and employment search where applicable.
  - Reinforce pro-social behaviors.
  - Provide skills groups.
  - Guiding them through the phases of the program supportively.
  - Following through with health care appointments.
  - Work closely with Parole officer and report accurate and timely updates.
  - Access to food stamps
  - Other case management duties requested.

**Bridges to Change, Inc.**  
PO Box 2877 Oregon City, Oregon 97045  
Work 503-380-7495 / Fax 503-465-2748  
[www.bridgestochange.com](http://www.bridgestochange.com)

DRAFT

Approval of Previous Business Meeting Minutes:  
January 14, 2016

(draft minutes attached)

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Wednesday, January 14, 2016 – 10:00 AM**

**Public Services Building**

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

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

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION** - NONE

## **II. PUBLIC HEARING**

Chair Ludlow announced the Board will adjourn as the Board of County Commissioners and convene as the Estacada Area County Service District for Library Services for the next item.

1. Board Order No. **2016-02** a Petition for Dissolution of the Estacada Area County Service District for Library Services

Chris Storey, County Counsel presented the staff report.

*~Board Discussion~*

Chair Ludlow 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 Bernard: I move we approve the Board Order for a Petition for Dissolution of the Estacada Area County Service District for Library Services.

Commissioner Schrader: Second.

*~Board Discussion~*

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Chair Ludlow adjourned as the Estacada Area County Service District for Library Services and re-convene as the Board of County Commissioners for the remainder of the meeting.

## **III. DISCUSSION ITEM**

### **Finance Department**

1. Resolution No. **2016-03** Declaring the Intent to Reimburse the County and its Partner Emergency Responder Agencies for Expenditures Related to the Replacement and Upgrade of the C800 Emergency Radio System and Necessary Components

Laurel Butman, County Administration and Chris Storey, County Counsel presented the staff report.

Chari Ludlow opened the public hearing and asked if anyone wishes to speak.

1. Leslie Taylor, Lake Oswego – spoke in support.
2. John Hartsock, Clackamas – spoke in support.

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

**MOTION:**

Commissioner Bernard: I move we approve the Resolution Declaring the Intent to Reimburse the County and its Partner Emergency Responder Agencies for Expenditures Related to the Replacement and Upgrade of the C800 Emergency Radio System and Necessary Components.

Commissioner Smith: Second.

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

Clerk calls the poll.

Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Commissioner Bernard: Aye.  
Chair Ludlow: Aye – the motion passes 5-0.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Smith: I move we approve the consent agenda.  
Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Commissioner Bernard: Aye.  
Commissioner Smith: Aye.  
Chair Ludlow: Aye – the motion passes 5-0.

**A. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC

**B. Community Corrections**

1. Approval of Grant Agreement No. JR 15-032 with the State of Oregon, Criminal Justice Commission for the Justice Reinvestment Funding of Community Corrections Programs

**V. COUNTY ADMINISTRATOR UPDATE**

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

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 10:52 AM**





# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

February 4, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) for Amendment 2 to the Intergovernmental Agreement with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan

<b>Purpose/Outcome</b>	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This amendment, over and above the changes made in Amendment 1, will add \$4,785 for providing PWC Water Rescue Education which was not described earlier in the Action Plan.
<b>Dollar Amount and Fiscal Impact</b>	The total change to the Fiscal Year 2015 Operating Plan is an additional \$4,785.00 in support from the Marine Board
<b>Funding Source</b>	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office
<b>Safety Impact</b>	The funds will provide PWC Water Rescue Education to support Clackamas County's water safety efforts.
<b>Duration</b>	Effective July 1, 2015 through June 30, 2016 (unchanged)
<b>Previous Board Action/Review</b>	Approval of the aforementioned Intergovernmental Agreement and 1 <sup>st</sup> Amendment
<b>Contact Person</b>	Robert Wurpes, Lieutenant – Office (503) 785-5071
<b>Contract No.</b>	None listed

**BACKGROUND:**

The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The Intergovernmental Agreement was approved on 10/15/15 and recorded on 10/27/15. The 1<sup>st</sup> Amendment increased the contract amount by \$20,441 to total \$417,827. This Amendment adds another \$4,785 for PWC Water Rescue Education. County Counsel has reviewed and approved this agreement.

**RECOMMENDATION:**

Staff recommends the Board approve this operating plan and authorize Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Matt Ellington,  
Undersheriff

*"Working Together to Make a Difference"*

2nd Amendment to  
Oregon State Marine Board  
Intergovernmental Cooperative Agreement  
Between  
Oregon State Marine Board  
&  
Clackamas County  
For fiscal year 2015/2016

This 2nd Amendment to the Intergovernmental Cooperative Agreement Between Oregon State Marine Board and Clackamas County effective as of July 1, 2015, (as amended, the "Agreement"), is entered into by and between the State of Oregon acting by and through its Oregon State Marine Board ("SMB") and **Clackamas County** ("Agency").

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This amendment shall become effective on the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and **bold**.

Consideration, as follows:

- A. The SMB will, upon receipt and approval of expenditure documentation, pay to the Agency an amount not to exceed \$417,827 and \$4,785 for providing PWC Water Rescue Education not described in the Action Plan, for the agreement term. Payment requests shall be only for authorized services provided by the Agency pursuant to this agreement and for costs actually incurred by the Agency in conjunction with such services (including salaries, supplies or purchases of boats/equipment).
3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, 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 Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

Oregon State Marine Board, Intergovernmental Cooperative Agreement  
2<sup>nd</sup> Amendment  
Signature Page (revised for required signatures)

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

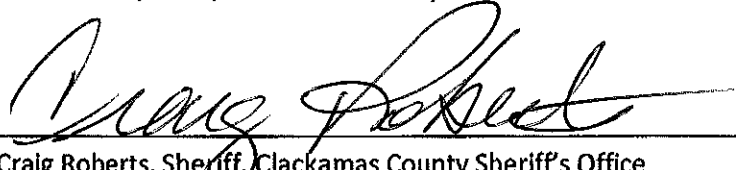
Signatures:

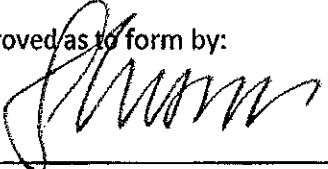
State Marine Board:

(See attached)  
By: \_\_\_\_\_ Date

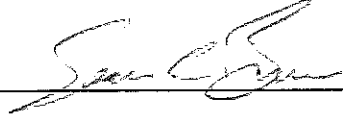
Clackamas County:

\_\_\_\_\_  
John Ludlow, Chair, Clackamas County Board of Commissioners Date

  
\_\_\_\_\_  
Craig Roberts, Sheriff, Clackamas County Sheriff's Office Date 1-21-16

Approved/as to form by:  
  
\_\_\_\_\_  
County Counsel Date 1/20/16

**Signatures:**

 12/15/15 \_\_\_\_\_  
**State Marine Board**                      **Date**                      **Agency**                      **Date**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to \_\_\_\_\_ or call \_\_\_\_\_ (voice) or \_\_\_\_\_ (TTY) to arrange for the alternative format.



# AQUA 7 RESCUE WATER RESCUE EDUCATION

8052 ROBINSON DRIVE, ROSEVILLE, CA 95747 916 300-7628

Invoice # 2014/07

## INVOICE FOR SERVICES

This invoice is for services agreed upon between AQUA 7 RESCUE and the Clackamas County Sheriff's Office, Oregon for one (1), 4 day Personal Watercraft Rescue Operations Instructor Course for 8 students to be conducted 0800-1700 hours starting October 26th thru October 28th in and around the Clackamas and Willamette Rivers in and around Oregon City, Oregon. Locations may change based on environmental conditions and/or location restrictions.

State Fire Training / Cal-OES Certified Course	Thirty two (32) hours of instruction, performance and evaluation of 8 students @ \$625.00 tuition per student in Personal Watercraft Instructor Use & Rescue Operations	\$5,000.00
Registration and Certification	California State Fire Training Registration and Certification of 8 students @ \$25.00 per student	\$200.00
Air Travel	Cost of round trip on Alaska Airlines from Sacramento, CA to Portland, OR and back along with baggage fees for one (1) instructor.	\$250.00
Lodging	Hotel room cost for one (1) instructor for 5 nights with an average cost of \$125.00 per night including one day arrival before the start of class.	\$625.00
Vehicle Rental	Vehicle rental cost for one (1) vehicle from time of landing until return to the airport 5 days later w/ fuel.	\$330.00
Meal Per-diem	Meal per diem @ \$45.00 per day X 4 days per instructor.	\$180.00
<b>Total Cost</b>	<b>Total Cost for a three day PWC Rescue Operations Instructor Course for the Clackamas County Sheriff's Office.</b>	<b>\$6,585.00</b>

*62-21  
10/12*

*1500 Spokaw  
4,785 OSMB*

\_\_\_\_\_  
Tony Hargett

\_\_\_\_\_  
Clackamas County Sheriff's Department



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

February 4, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) for Amendment 3 to the Intergovernmental Agreement with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan

<b>Purpose/Outcome</b>	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This amendment, provides for the purchase of two 2016 RXT- 300 PWCs (\$28,000) and one 2016 22' aluminum Marine Law Enforcement boat and trailer (\$55,000)not described earlier in the Action Plan.
<b>Dollar Amount and Fiscal Impact</b>	The total change to the Fiscal Year 2015 Operating Plan is an additional \$83,000.00 in support from the Marine Board
<b>Funding Source</b>	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office
<b>Safety Impact</b>	This purchase will enable increased availability for rescues and improved fast-moving water rescue training year round.
<b>Duration</b>	Effective July 1, 2015 through June 30, 2016 (unchanged)
<b>Previous Board Action/Review</b>	Approval of the aforementioned Intergovernmental Agreement, 1 <sup>st</sup> Amendment and 2 <sup>nd</sup> Amendment (pending).
<b>Contact Person</b>	Robert Wurpes, Lieutenant – Office (503) 785-5071
<b>Contract No.</b>	None listed

**BACKGROUND:**

The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The Intergovernmental Agreement was approved on 10/15/15 and recorded on 10/27/15. The 1<sup>st</sup> Amendment increased the contract amount by \$20,441 to total \$417,827. This Amendment allows for the purchase of two PWCs (jetski water crafts) and one aluminum boat and trailer by the State Marine Board.

**RECOMMENDATION:**

Staff recommends the Board approve this operating plan and authorize Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

  
Matt Ellington,  
Undersheriff

3rd Amendment to  
Oregon State Marine Board  
Intergovernmental Cooperative Agreement  
Between  
Oregon State Marine Board  
&  
Clackamas County  
For fiscal year 2015/2016

This 3rd Amendment to the Intergovernmental Cooperative Agreement Between Oregon State Marine Board and Clackamas County effective as of July 1, 2015, (as amended, the "Agreement"), is entered into by and between the State of Oregon acting by and through its Oregon State Marine Board ("SMB") and **Clackamas County** ("Agency").

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This amendment shall become effective on the date this amendment has been fully executed by every party.
2. The Agreement is hereby amended as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and **bold**.

Consideration, as follows:

- A. The SMB will, upon receipt and approval of expenditure documentation, pay to the Agency an amount not to exceed \$422,612 and \$28,000 for the purchase of two 2016 RXT-X 300 PWCs and \$55,000 for the purchase of a 2016 22' aluminum Marine Law Enforcement boat and trailer, not described in the Action Plan, for the agreement term. Payment requests shall be only for authorized services provided by the Agency pursuant to this agreement and for costs actually incurred by the Agency in conjunction with such services (including salaries, supplies or purchases of boats/equipment).
3. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
4. This Amendment may be executed in any number of counterparts, 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 Amendment so executed shall constitute an original.

Oregon State Marine Board, Intergovernmental Cooperative Agreement  
3<sup>rd</sup> Amendment  
Signature Page (revised for required signatures)

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

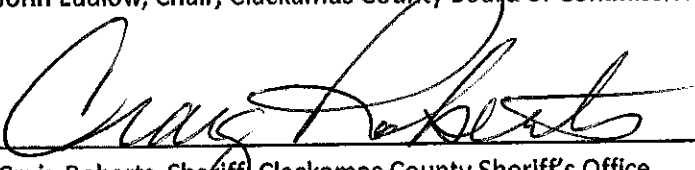
Signatures:

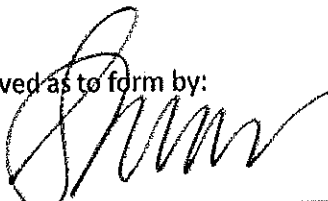
State Marine Board:

(See attached)  
By: \_\_\_\_\_ Date

Clackamas County:

\_\_\_\_\_  
John Ludlow, Chair, Clackamas County Board of Commissioners Date

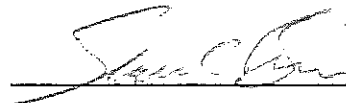
  
\_\_\_\_\_  
Craig Roberts, Sheriff, Clackamas County Sheriff's Office Date 1-21-16

Approved as to form by:  
  
\_\_\_\_\_  
County Counsel Date 1/20/16



IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

**Signatures:**

 12/15/15 \_\_\_\_\_

**State Marine Board**

**Date**

**Agency**

**Date**

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# Marine Board County Platform Proposal

TO: Randy Henry  
Boating Safety Program Manager  
Oregon State Marine Board

FROM: Steve Thoroughman  
Sergeant  
Title

Clackamas County proposes to purchase 2 Jet Skis from S. K Northwest  
County Name Vendor

through the approved county purchasing procedure. Attached is the bid including detailed boat specifications.

The purchase price is \$ 28,000.00  
Total Amount

County will provide \$ 0 toward this purchase.  
County Contribution

We will N/A our N/A patrol boat to  
Trade / Sell Year, Boat Manufacturer, Boat OR#

offset the cost of the new platform. We request the Marine Board donate this boat to our county for this purpose.

We are requesting the Marine Board to provide \$ 28,000.00 towards this purchase.  
Marine Board Contribution

Within 10 days of the Marine Board's approval of this proposal, our county will order this boat.

Upon final inspection and approval of the boat by you and OSMB, the Marine Board will release the requested amount above to our county through a contract amendment.

Request  Approved  Denied

If denied, reason for denial:

R. Wupes Lieutenant  
Sheriff or Designee Name and Title

[Signature]  
Approval Signature Date 11/10/15

Scott Brewer Director  
OSMB Approval Name and Title

[Signature]  
Approval Signature Date 11/23/15



DBA: Polaris of Portland

# NORTHWEST POWERSPORTS

(503) 872-0000

250 SE Division Place • Portland, OR 97202 • SKNORTHWEST.COM • (503) 238-2193 Fax

Status: **Quote**  
Make  
Type

Invoice Number **113012**  
Date Created **11/4/2015**  
Date **11/4/2015**  
P.O. #  
Ref. Number

Phone: 503-807-3437 503-349-8615

CLACKAMAS SHERIFF MARINE PATROL, ADAM  
2223 KAEN RD  
OREGON CITY OR 97045

Item Number	Description	Qty	Unit Price	Ext. Price	W/SO
SVCD0C1	2016 RXT-X 300 WHITE	2	\$13,814.01	\$27,628.02	
BO295100678	BILGE PUMP KIT -	2	\$125.99	\$251.98	*
	Discounted from: \$139.99				

### Itemized Labor

Mechanic	Job Performed	Hours	Amount	Extended	W
ARON	INSTALL BILGE	0.6	\$60.00	\$60.00	
ARON	INSTALL BILGE	0.6	\$60.00	\$60.00	

CUSTOMER SIGNATURE \_\_\_\_\_

Shipping Charges	Ship Via	Labor	Pickup & Delivery	Shop Materials	EPA Charge Restocking Fee
<b>\$0.00</b>		<b>\$120.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
S/O Items	<b>\$251.98</b>	Taxable Items	<b>\$0.00</b>	Transaction Total	<b>\$28,000.00</b>
S/O Shipping		Non Taxable Items	<b>27,748.02</b>	Payment Method	
S/O Tax	<b>\$0.00</b>	Tax	<b>\$0.00</b>		
S/O Total	<b>\$251.98</b>	Total	<b>27,748.02</b>		
S/O Deposit Amt	<b>\$251.98</b>				

S/O Balance Due: 28000

**Balance Due \$28,000.00**

**PWC Work Plan**  
**Clackamas County Sheriff's Office**

The Clackamas County Sheriff's Marine Unit (CCSO) has utilized PWCs in patrol operations for the last 6 years with 2 2007 Yamaha jet skis. Up until this point we have used them as a secondary platform, primarily during the summer. This past year, we have expanded their use to a platform used year round and have begun training with them as a possible rescue platform as well. We trained with OSMB training coordinator Dale Flowers and developed Dep. Guthner and Dep. Tingey as training instructors to assist OSMB in training marine deputies around the state to safely and effectively use PWCs as patrol and rescue platforms. Finally, with OSMB's sponsorship we hosted a training class to certify instructors, including Dep. Guthner and Dep. Tingey and get them recognized credentials to teach and certify Oregon Marine Deputies in the use of PWCs.

The replacement PWCs that the marine board will be purchasing for CCSO's marine program will be used as patrol platforms in all of Clackamas County waterways, used for training marine deputies in PWC patrol and rescue and for effecting rescues in Clackamas County. The new PWCs will have the additional power necessary to train with 2 and 3 riders in fast moving water where our current skis, while effective patrol platforms do not have the necessary power needed for training

Since we are using jet skis in entirely new ways, i.e. training and patrol year round, it is difficult to project how many hours we will use them. I would estimate, very conservatively, at a minimum we will use them 100-150 hours per year.

Thank you,

Sgt. Steve Thoroughman

Clackamas County Sheriff's Office Marine

# Marine Board County Platform Proposal

TO: Randy Henry  
Boating Safety Program Manager  
Oregon State Marine Board

FROM: Steve Thoroughman  
Sergeant  
Title

Clackamas County proposes to purchase a patrol boat from Liquid Technologies LLC  
County Name Vendor

through the approved county purchasing procedure. Attached is the bid including detailed boat specifications.

The purchase price is \$ 86,500.00  
Total Amount

County will provide \$ 31,500.00 toward this purchase.  
County Contribution

We will Sell our 1995 Almar RAV patrol boat to  
Trade / Sell Year, Boat Manufacturer, Boat OR#

offset the cost of the new platform. We request the Marine Board donate this boat to our county for this purpose.

We are requesting the Marine Board to provide \$ 55,000.00 towards this purchase.  
Marine Board Contribution

Within 10 days of the Marine Board's approval of this proposal, our county will order this boat.

Upon final inspection and approval of the boat by you and OSMB, the Marine Board will release the requested amount above to our county through a contract amendment.

Request  Approved  Denied

If denied, reason for denial:

<u>[Signature]</u> Sheriff or Designee Name and Title	<u>[Signature]</u> Approval Signature	<u>11/10/15</u> Date
<u>Scott Bowen Director</u> OSMB Approval Name and Title	<u>[Signature]</u> Approval Signature	<u>11/19/15</u> Date

**Liquid Technologies, LLC.**

10/7/2015

Manufacturer of River Wild Boats  
1450 SE "M" Street  
Grants Pass, Or. 97526  
Phone: 541-955-1970  
Fax: 541-955-2992  
Cell: 541-660-4848  
Ein # 61-1475187

**Quote Prepared for Clackamas County Sheriff's Office  
22' Aluminum Law Enforcement Boat & Trailer**

**Dimensions**

Length 22'  
Beam 102"  
Bottom 78" .250 5086 (16 degree reverse chine)  
Side 30" .190 5086  
Transom .250 5086  
Longitudinal frames, 3 per side  
Lifting stakes, 4 total  
Side Protection: integrated bumper system  
Swim Deck: full platform/ with handles, tie downs and boarding ladder  
70 Gal. Fuel tank  
Gunnel hand rail low style  
2 Transducer brackets  
2 Welded transom eyes  
Tow Post Transom  
Bow Tow Post Removable  
Bottom doubler from engine compartment to transom w/ intake bars 3/4" x 3" solid stock  
Transom overlay to 3/8 thick in motor bay

**Console**

Wide as possible tee top design canvas roof gunnel to gunnel width  
Non folding windshield  
Commercial grade windshield wiper mounted on top of glass  
1/4" Green tint safety glass  
Locking seat box with cushion in front of console  
Radio and electronics mounted in console face  
Grab handles on each side of console  
Console moved far enough forward to use leaning post (not sitting on motor box)  
Steering & throttle on starboard side of console

**Propulsion**

Yanmar 8LV 350 commercial rated diesel

Hamilton 241 jet drive w/turbo imp.  
Barrier 104 sound proofing  
Sand trap  
Engine heater  
Heater defroster for console  
90 Amp alternator  
Hinge aluminum motor cover w/plastic top not upholstery

#### Top

Welded aluminum tee top design w/canvas roof  
LED dome lighting under top  
Grab handles  
Interior height 78"  
Mount for light bar: run wires to console for customer to hook-up  
No all-weather enclosure

#### Electrical

12 Volt negative ground  
(2) 90 amp gel batteries  
Battery maintainer/charger w/110 volt plus on inside of boat  
Jump start receptacle w/cables  
Yanmar dash panel w/all gauges  
Oil/temp alarms  
U.S.C.G. Approved navigation lights  
(4) 12 volt power ports  
(6) LED deck lights  
All electrical complies w/ABYC standards

#### Other Equipment

No wash down  
Horn  
H.D. Marine heater/defroster  
Racor fuel/water separator  
Commercial grade Panograph wiper mounted on the top of windshield  
Mount customer provided intercom system (they will wire)  
(2) 2000 gph bilge pumps (1 auto/1 manual)  
Flowtec steering system  
Manual provided  
MSO's for boat/trailer provided at deliveries  
30" Seat boxes with cushions on top mounted to side tray for easy removal  
Adjustable height leaning post wide enough for driver/passenger  
Hooks for firecom at Clackamas Sheriff Discretion  
Space age floor boards  
Sound deading paint in motor area/transom \*

Clackamas C.O. supplies: fish finder, light bar, radio's and firecom. River Wild to mount all items.  
Clackamas C.O. to finish wiring.

**Trailer**

- Welded Aluminum Trailer
- 2' Coupler
- Tandem axle
- Disc brakes both axles
- U.H.M.W. bunks/side guides
- 15' Radial Tires
- Matching spare tire
- 6"x20" Step in front of winch stand
- LED lights
- Oil bath hubs
- Round 7 trailer light plug
- H.D. welded fenders and steps
- Locking lug nuts
- H.D. wires and strap
- H.D. safety cables
- Trailer vin #

LED's?

**Performance**

- Capable of 40 mph w/full load
- Able to carry 1200 lbs to plane
- Capable of running in 6" of water on plane

**Lifetime Hull Warranty & Manufacture's Engine/Jet Warranty**

\*This boat complies with O.S.M.B. specifications

<b>Total Quote</b>	<b>\$86,500.00</b>
<b>Trade-in</b>	<b>\$7,000.00</b>
<b>Total after trade-in</b>	<b>\$79,500.00</b>





February 4, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Resolution Adopting a County Energy Policy and Goals

<b>Purpose/Outcomes</b>	Establishes principles and goals for the County's management of energy costs and use, including a reduction of energy use by 5% from 2014 levels by 2020 and directs staff to take action accordingly. The policy will support Facilities implementation of activities aligned with department-level and BCC Strategic Plans, including generating energy savings in a target number of buildings each year. It will also allow the Energy Team and Administration to consider and propose administrative policies to curb wasted energy.
<b>Dollar Amount and Fiscal Impact</b>	There is no immediate fiscal impact to adopting the policy. Achieving the goal would continue the County's record of generating cumulative savings (an additional \$83,000 saved/year in 2020 and each subsequent year).
<b>Funding Source</b>	No funding is required for the policy. Other elements of our Strategic Energy Management framework require some staff commitment which will be incorporated in upcoming policy-level budget proposals.
<b>Duration</b>	Effective immediately and lasting until repealed or revised.
<b>Previous Board Action</b>	The Board reviewed the policy and resolution in a policy session on December 8, 2015 and directed staff to place this on a business meeting agenda as revised.
<b>Strategic Plan Alignment</b>	1. Build public trust through good government 2. Reduce energy use in County buildings
<b>Contact Person</b>	Eli Seely, Strategic Energy Fellow – 503-742-4460

**BACKGROUND:** The County Energy Team, Resource Conservation & Solid Waste Program (DTD), Facilities Management (Finance), and County Administration request approval of a resolution adopting a County energy policy and goals. This policy will set a goal to reduce energy use in County facilities 5% from 2014 levels no later than 2020. It defines the principles to be followed in pursuing that goal and establishes an Energy Team to pursue it.

County Counsel has reviewed and approved this item for consideration. The policy would take effect immediately, and last until the Board chooses to repeal or revise it.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the attached policy.

Respectfully submitted,

Laurel Butman  
 Deputy Administrator  
 County Administration

Eben Polk  
 Resource Conservation  
 & Solid Waste, DTD

Jeff Jorgensen  
 Facilities Management  
 Finance

**WHEREAS**, Clackamas County is committed to good governance and the judicious use of taxpayer funds; and

**WHEREAS**, since 2007, the County has pursued a variety of energy efficiency projects which have resulted in energy use reductions totaling 5.7% annually and a cumulative savings of \$2.9 million; and

**WHEREAS** the County intends to deliberately and systematically pursue further energy savings;

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:**

1. To adopt the energy policy and goals contained in the attachment
2. To direct County staff to undertake the activities described in the attachment in order to accomplish said goals

**Dated** this \_\_\_\_ day of \_\_\_\_\_, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary



<b>Energy Management</b> <b>Energy Policy &amp; Goals</b>	POLICY: <b>Energy</b> DATE: 1/27/2016 REVISION: <b>1.0</b> REVIEW: Annual <b>Approved BCC: TBD</b> <b>Board Agenda #: TBD</b>
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## Clackamas County Energy Policy and Goals

### Purpose

Clackamas County's energy policy is intended to promote and sustain the fiscally and environmentally responsible use of energy in accomplishing the County's mission to serve the public. It adopts strategic energy management to incorporate the goal of improved energy efficiency into the County's planning and operational decisions. Efficient use of electricity, natural gas, and fuel throughout County operations will minimize costs and increase resources available for serving the public, helping to build public trust, maintain strong infrastructure, and reduce wasted natural resources.

### Energy Goals

- Reduce energy consumption in County facilities by 5% from 2014 baseline by 2020.
- By 2017, establish a benchmark that ensures that new construction and major renovations result in buildings that exceed code-required energy performance by a minimum percentage to be determined.
- By 2019, set a goal for increasing use of renewable energy, through purchasing or on-site generation.

### Guiding Principles

The County will:

- Take a whole-organization approach to improving energy efficiency.
- Maintain and use buildings efficiently, integrating energy efficiency into decision-making for operations, maintenance, and occupancy, including facilities and other long-term plans.
- Build, purchase, and/or remodel buildings and equipment to ensure high energy performance by including energy use and total cost to own and operate as a criterion during design and acquisition decisions.
- Engage County employees at all levels to create a culture of energy conservation.
- Invest in energy management projects and programs that yield a positive return, and reinvest a portion of those returns in further savings.
- Identify and draw on outside financial incentives, rebates, grants, and technical expertise.
- Establish energy use goals and adopt and maintain an action plan to achieve continuous improvement.
- Monitor and report progress using standardized performance indicators.

### Performance Metrics

Energy consumption will be tracked with the following metrics, which the energy team may modify as necessary:

- Total energy consumption by building and countywide
- Energy consumption per square foot
- Total cost of energy and annual savings
- Building energy use benchmarked against similar buildings

### Energy Team

At the discretion of County Administration, department leaders or their direct reporting representatives shall participate on a County energy team. This team shall meet no less than quarterly in order to manage and implement the energy action plan, identify and prioritize opportunities for action, monitor and report on energy use, and suggest revisions to this policy. Members of the team will lead efforts to identify and evaluate the feasibility and operational implications of energy-saving opportunities in their respective areas of expertise.

The team may recommend projects and programs in four areas: Behavior change, operations and maintenance practices, procurement policies and standards, and capital projects. They may also recommend administrative policies for the consideration of the County Administrator. When evaluating which projects and programs to pursue and/or recommend, the team shall consider:

- Total impact on energy consumption
- Return on investment/payback time
- Feasibility
- Impact on employee comfort, safety, and wellness
- Minimizing disruption to operations and maintaining high quality service
- Alignment with long-term plans



February 4, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approve revisions to the  
Intergovernmental Agreement between Metro and Clackamas County  
for the North Milwaukie Industrial Redevelopment Plan Project.

<b>Purpose/Outcomes</b>	Approval for revisions to the Intergovernmental Agreement between Metro and Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	<b>\$335,000</b>
<b>Funding Source</b>	\$250,000-Metro CPDG; \$75,000-Clackamas County Business & Economic Development; \$10,000-City of Milwaukie
<b>Duration</b>	Through June 30, 2017
<b>Previous Board Action/Review</b>	<b>12/10/15:</b> The Board approved the original version of the IGA on December 10, 2015
<b>Strategic Plan Alignment</b>	1. City economic development technical assistance. 2. Grow a Vibrant Economy.
<b>Contact Person</b>	Catherine Grubowski-Johnson, Manager, Business & Economic Development, 503-742-4303
<b>Contract No.</b>	N/A

**BACKGROUND:**

On December 10, 2015, the Board of Commissioners approved the Community Planning and Development Grant Intergovernmental Agreement (IGA) between Metro and Clackamas County.

Metro requested the following revisions to that IGA:

1. Clarification that the County is coordinating work on the project with the City of Milwaukie as described in the separate IGA between the County and the City of Milwaukie that was also approved by the Board of Commissioners on December 10, 2015. This clarification is underlined and highlighted in two places for the Board's reference on page one of the attached revised IGA.
2. Format change to Exhibit A, (Milestone and Deliverables Schedule for the Release of Funds) along with the insertion of the grant payment amounts. See attached revised Exhibit A.

County Counsel has approved that this revision can be placed on the consent agenda for the Board.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve these revisions to the IGA between Metro and Clackamas County.

Respectfully submitted,

Laura Zentner, Deputy Director  
Business & Community Services

**CONSTRUCTION EXCISE TAX GRANT  
INTERGOVERNMENTAL AGREEMENT  
Metro – Clackamas County  
North Milwaukie Industrial Redevelopment Plan Project**

This Construction Excise Tax Grant Intergovernmental Agreement (“CET Grant IGA”) is effective on the last date of signature below, and is entered into by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 (“Metro”), and Clackamas County (“County”), located at 2051 Kaen Road, Oregon City, OR, 97045, collectively referred to as “Parties.”

WHEREAS, Metro has established a Construction Excise Tax (“CET”), Metro Code Chapter 7.04, which imposes an excise tax throughout the Metro regional jurisdiction to fund regional and local planning that is required to make land ready for development after inclusion in the Urban Growth Boundary; and

WHEREAS, the CET is collected by local jurisdictions when issuing building permits, which the local jurisdictions then remit to Metro pursuant to Construction Excise Tax Intergovernmental Agreements to Collect and Remit Tax (“CET Collection IGAs”) entered into separately between Metro and the local collecting jurisdictions; and

WHEREAS, the County has submitted a CET Grant Request (“Grant Request”) for the North Milwaukie Industrial Redevelopment Plan Project (“Project”), which will be a coordinated effort between the County and the City of Milwaukie (“City”); and

WHEREAS Metro has agreed to provide the County CET Grant funding for the Project in the amount of \$250,000, subject to the terms and conditions set forth herein, and the parties wish to set forth the funding amounts, timing, procedures and conditions for receiving grant funding from the CET fund for the Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. **Metro Grant Award.** Metro shall provide CET grant funding to the County for the Project as described in the County’s CET Grant Request, attached hereto as Exhibit B and incorporated herein (“Grant Request”), in the amounts and at the milestone and deliverable dates as set forth in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions in this Agreement.
2. **County Responsibilities.** The County shall perform the Project described in the Grant Request and as specified in this Agreement and in Exhibit A, subject to the terms and conditions specified in this Agreement and subject to the “funding conditions” recommended by the Metro Chief Operating Officer and adopted by the Metro Council in Resolution No. 15-4640. The County shall coordinate work on the Project with the City as described in the separate Intergovernmental Agreement between the County and the City, which sets forth the responsibilities of each local government regarding the Project. The County shall obtain all applicable permits and licenses from local, state or federal agencies or governing bodies related to the Project, and the County shall use the CET funds it receives under this Agreement only for the purposes specified in the Grant Request and to achieve the deliverables and/or milestones set forth in Exhibit A.
3. **Payment Procedures.** Within 30 days after the completion of each deliverable/milestone as set forth in Exhibit A, the County shall submit to Metro an invoice describing in detail its expenditures as may be needed to satisfy fiscal requirements. Within 30 days of receiving the County’s invoice and supporting documents,

and subject to the terms and conditions in this Agreement, Metro shall reimburse the County for its eligible expenditures for the applicable deliverable as set forth in Exhibit A. Metro shall send CET payments to:

Clackamas County  
Business & Community Services Department  
Attention: Business & Economic Development  
150 Beaver Creek Rd.  
Oregon City, OR 97045

4. Funding Provisions.

(a) CET Funds. Metro's funding commitment set forth in this Agreement shall be fulfilled solely through the programming of CET funds; no other funds or revenues of Metro shall be used to satisfy or pay any CET Grant funding commitments. The parties recognize and agree that if the CET is ever held to be unenforceable or invalid, or if a court orders that CET funds may no longer be collected or disbursed, that this Agreement shall terminate as of the effective date of that court order, and that Metro shall not be liable in any way for funding any further CET grant amounts beyond those already disbursed to the County as of the effective date of the court order. In such case the County shall not be liable to Metro for completing any further Project deliverables as of the date of the court order.

(b) Waiver. The parties hereby waive and release one another for and from any and all claims, liabilities, or damages of any kind relating to this Agreement or the CET.

5. Project Records. The County shall maintain all records and documentation relating to the expenditure of CET Grant funds disbursed by Metro under this Agreement. The County shall provide Metro with such information and documentation as Metro requires for implementation of the CET grant process. The County shall establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the CET Grant funds were expended. Metro and its auditor shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the CET grant moneys provided hereunder, or the Project for the purpose of making audits and examinations.

6. Audits, Inspections and Retention of Records. Metro and its representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all County records with respect to all matters covered by this Agreement and Exhibit A. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the project shall be retained by the County and all of their contractors for three years from the date of completion of the project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

7. Term. This Agreement shall be effective on the date it is executed by both parties, and shall be in effect until all deliverables/milestones have been achieved, all required documentation has been delivered, and all payments have been made as set forth in Exhibit A, unless terminated earlier pursuant to this Agreement.

8. Amendment. This CET Grant IGA may be amended only by mutual written agreement of the Parties.

9. Other Agreements. This CET Grant IGA does not affect or alter any other agreements between Metro and the County.

10. Authority. County and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the County and Metro to authorize the execution of this Agreement; and that the person signing this Agreement has full power and authority to sign for the County or Metro, respectively.

Metro

Clackamas County

By: \_\_\_\_\_  
Martha Bennett

By: \_\_\_\_\_

Title: Metro Chief Operating Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Alison R. Kean

By: \_\_\_\_\_

Title: Metro Attorney

Title: County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:

- Exhibit A – Milestones and Deliverables Schedule
- Exhibit B – County’s Grant Request



## Exhibit A

### IGA for Community Planning and Development Grants funded with CET Clackamas County and City of Milwaukie for the North Milwaukie Industrial Area (NMIA) Plan

#### Milestone and Deliverables Schedule for Release of Funds

Milestone	Deliverable	Date Due*	Grant Payment
1	<b>Execution of Grant IGAs</b> a) Signed IGA between City of Milwaukie and Clackamas County b) Signed IGA between Metro and Clackamas County	12/10/2015	\$ 12,500
2	<b>Establish Project Management Team, Advisory Committees, and Consultant(s)</b> a) Kick-off meeting to discuss roles (City/County) b) Identify roles and designate committees: i. Project Management Team (PMT) ii. Project Advisory Committee (PAC) iii. Technical Advisory Committee (TAC) c) Develop detailed scope of work (SOW) d) Executed contract with selected consultant(s). I. Request For Proposals (RFP). II. Selection of consultant team. III. Convene PMT meeting with consultant and prepare final SOW, contracts, identify performance measures, et al. IV. Execute contract with consultants. e) Hire a Resource and Economic Development specialist (per city of Milwaukie job classification) to serve as the project manager for this project.***	<u>03/31/2016</u>	\$ 0
3	<b>Completion of Existing Conditions Analysis</b> a) An Existing Conditions report that includes, but is not limited to, the following elements: i. A compilation of existing plans, land use maps, and planning codes; ii. An analysis of GIS data addressing land use, transportation and natural features.	<u>06/30/2016</u>	\$ 0

	<ul style="list-style-type: none"> <li>iii. An analysis of demographic and economic data including US Census, local market, QCEW, and Hoovers data.</li> <li>iv. Costar reports for absorption and vacancy across industry groups. Maps by industry type, employment size, constraints and other representative data layers.</li> <li>v. A constraints and opportunities analysis.</li> </ul> <p>b) Project management oversight***</p>		
4	<p><b>Approval of Public Involvement/Public Outreach Plan by PAC/TAC</b></p> <p>a) A public involvement plan that includes the following:</p> <ul style="list-style-type: none"> <li>i. List of stakeholders, businesses, property owners, institutional and government agencies, area residents, and other interested parties impacted by this project.</li> <li>ii. A robust, equitable, and inclusive outreach strategy including, but not limited to: online surveys, one-on-one meetings with major stakeholders, focus group meetings, public presentations, social media outreach and website communications and updates.</li> <li>iii. Timeline for implementation.</li> <li>iv. Project management oversight***</li> </ul>	<u>06/30/2016</u>	\$ 35,000
5	<p><b>Completion of Market Study and Economic Feasibility Analysis</b></p> <p>a) A Market Study and Economic Feasibility report that includes the following:</p> <ul style="list-style-type: none"> <li>i. Demographic and economic research to determine the supply and demand of financial viability of uses on the properties in the study area.</li> <li>ii. Identified possible anchor tenants.</li> <li>iii. Identified uses for sites within the study area including near-, mid- and long-term uses; catalytic uses; and interim uses.</li> <li>iv. Assumptions and recommendations that have been ground-truthed through discussions with local, regional and national developers and end-user tenants.</li> </ul>	<u>08/30/2016</u>	\$ 35,000

6	<p><b>Approval of Draft Framework Plan by PAC and TAC:</b></p> <p>a) A draft framework plan approved by the PAC and TAC that includes the following elements:</p> <ul style="list-style-type: none"> <li>i. Eco-Industrial District Vision: Establishes the vision, principles, and standards needed for development of an eco-industrial district</li> <li>ii. Land Use Assessment: Identifies opportunity sites and alternative land uses; Integrates the Tacoma Station Area Plan as appropriate; Identifies public open space and natural features to be protected</li> <li>iii. Transportation: Identifies needed improvements to streets, transit, pedestrian ways, and bikeways; Identifies gaps in the active transportation network and implementation steps; Explores and incorporate transportation demand management approaches - Develops a parking plan for the district.</li> <li>iv. Infrastructure: Identifies and plan infrastructure (water, sewer, storm drainage) necessary to support the development of the district and consistent with the objectives of the principles for an eco-industrial district</li> <li>v. Phasing plan for infrastructure improvements</li> </ul> <p>b) Project management oversight***</p>	11/30/2016	\$ 75,000
7	<p><b>Mid-term Progress Report</b></p> <p>a) Written progress report to Metro***.</p>	11/30/2016	\$ 0
8	<p><b>Completion of Development Feasibility Analysis:</b></p> <p>a) A development feasibility analysis that includes the following:</p> <ul style="list-style-type: none"> <li>i. matching potential uses with existing and new buildings and performing a financial feasibility analysis; the feasibility will be based on development costs and economic viability in the near, mid, and long term.</li> <li>ii. Identified financial sources and uses.</li> <li>iii. List of draft Framework Plan refinements and actions necessary for implementation based on the feasibility analysis and focus group meetings with development experts.</li> </ul> <p>b) Project management oversight***</p>	01/31/2017	\$ 37,500

9	<p><b>Draft Implementation Strategy Approved by PAC and TAC</b></p> <p>a) A draft development/economic development action plan that outlines the programs and financing options to implement the draft framework plan. This plan will include the following:</p> <ul style="list-style-type: none"> <li>i. Opportunities for public/private partnerships to encourage implementation.</li> <li>ii. Estimated costs for transportation and infrastructure improvements outlined in the framework plan.</li> </ul> <p>b) A draft funding strategy for public improvements that considers the use of urban renewal and tax increment financing.</p> <p>c) Project management oversight***</p>	03/31/2017	\$ 25,000
10	<p><b>Milwaukie Planning Commission and City Council Review of the Framework Plan and Implementation Strategy</b></p> <p>a) A series of outreach events with the public and advisory committees to determine the refinements needed to the framework plan and the implementation strategy (the two components of the NMIA Plan).</p> <p>b) Refinements of the Framework Plan and the Implementation Strategy based on outreach events.</p> <p>c) City of Milwaukie Planning Commission and City Council comments.</p>	06/01/2017	\$ 12,500
11	<p><b>NMIA Plan Adopted by City of Milwaukie City Council</b></p> <p>a) Ordinance or resolution that adopts NMIA Plan.</p>	06/30/2017	\$ 12,500
12	<b>Final Progress Report***</b>	06/30/2017	\$ 5,000
<b>TOTAL REIMBURSABLE AMOUNT</b>			<b>\$250,000**</b>

\*If the Grant contained any Funding Conditions, Grantee shall demonstrate satisfaction with those conditions at the applicable milestone or deliverable due dates. Conditions related to financing and transportation choices shall be met in Milestones 4 & 5 respectively.

\* Due dates are intended by the parties to be hard estimates of expected milestone completion dates. If the County anticipates that a due date cannot be met due to circumstances beyond its control, it shall inform Metro in writing no later than ten (10) days prior to the due date set forth above and provide a revised

estimated due date; and Metro and the County shall mutually agree upon a revision to the milestone due dates set forth in this Agreement.

NOTE: **Clackamas County Match:** \$75,000 (cash) + \$56,375 (in-kind) = **\$131,375**  
**City of Milwaukie Match:** \$10,000 (cash) + \$55,090 (in-kind) = **\$ 65,090**

\*\*\*Resource and Economic Development Specialist duties: Manages assigned contracts and development projects to achieve goals within available resources. Reviews progress of contracts and grants and holds contractors accountable for terms of contracts. Coordinates and oversees development and planning projects. Assists in the development of short and long range plans; gathers, interprets and prepares data for studies, reports and recommendations; coordinates activities with other departments, agencies and contractors as necessary. Researches grant programs and prepares grant applications. Oversees and administers grants. Assures that assigned projects are performed within budget; monitors contracts to ensure accountability for quality work products, service delivery, and cost controls. Gathers and analyzes data. Develops information and considers available solutions or alternate methods of proceeding; organizes and documents findings of studies and prepares recommendations for implementation of new systems procedures or organizational changes. Makes presentations to boards, commissions, civic groups and the general public as assigned. Prepares and delivers speeches, presentations, resolutions, ordinances, contracts, administrative policies etc., or drafts of such as necessary. Prepares a variety of studies, reports and related information for decision-making purposes. Conducts research, analysis, and prepares recommendations regarding proposals for programs, grants, services, budget, equipment etc.

February 4, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between  
Oregon Department of Transportation (ODOT) and Clackamas County Service District No. 5 (CCSD#5)  
for McLoughlin Blvd. Street Lighting

<b>Purpose/Outcomes</b>	Provide an agreement between ODOT and CCSD#5 for conditions and funding contribution related to the street lighting installation on McLoughlin Blvd. between the cities of Milwaukie and Gladstone.
<b>Dollar Amount and Fiscal Impact</b>	Total initial estimated project costs: \$1,055,089 Project funding: 1. \$615,089 (Option B Pole Sale) 2. \$230,000 (Energy Trust Credit) 3. \$210,000 (ODOT contribution)
<b>Funding Source</b>	ODOT and CCSD#5
<b>Duration</b>	Useful life of the constructed facilities
<b>Previous Board Contact</b>	Business meeting on 11/25/2015
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us
<b>Contract No.</b>	None

**BACKGROUND:**

On November 25, 2015 the Board approved the McLoughlin Blvd. street lighting petition for the installation of street lighting on McLoughlin Blvd. This agreement memorializes ODOT's financial commitment and outlines roles and responsibilities between the district and ODOT for construction of the McLoughlin Blvd. lighting project.

The intergovernmental agreement is attached for your review and approval.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve the attached intergovernmental agreement to install street lighting on McLoughlin Blvd. between the cities of Milwaukie and Gladstone.

Respectfully submitted,

Wendi Coryell, Service District Specialist  
Department of Transportation and Development

**COOPERATIVE IMPROVEMENT AGREEMENT  
CLACKAMAS COUNTY URBAN HIGHWAY ILLUMINATION**

**OR99E - McLoughlin Boulevard**

**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 SERVICE DISTRICT NO. 5, acting by and through its elected officials, hereinafter referred to as "DISTRICT," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. OR99E is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC). Within the District boundary, OR99E is also known as McLoughlin Boulevard.
2. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State, by ORS 366.220, is vested with complete jurisdiction and control over the roadways of other jurisdictions taken for state highway purposes.
4. The District contracts with Portland General Electric Company, a regulated public utility (PGE), for design, installation, maintenance and operation of street lights within the District, including along OR99E.
5. District has a desire to collaborate with the state to install new street lighting along OR99E/McLoughlin Boulevard from the southern boundary of the city of Milwaukie (MP 6.68) to the northern boundary of the city of Gladstone (MP 10.43).

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

**TERMS OF AGREEMENT**

1. Under such authority, State and District agree to set conditions for District to meet in order for State to permit the installation, operation and maintenance of highway illumination on McLoughlin Blvd. (the "Project"). The District shall construct, operate and maintain all illumination installed as part of the Project under this Agreement. The District shall be solely responsible for costs associated with the ongoing operation, maintenance and repair of the illumination installed in this Project. The

District/State  
Agreement No. 29969

location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof. The Project general scope and estimate is shown on Exhibit B, attached hereto, and by this reference made a part hereof.

2. The total cost of the Project is estimated to be \$1,064,825, which is subject to change. State shall contribute up to \$210,000 to the District for Project expenditures. District will be responsible for financing all Project costs in excess of State's contribution. If installation of the Project is not completed by September 30, 2018, District shall reimburse State for funds disbursed to District for the Project.
3. State and District shall work cooperatively to design and construct the Project to PGE specifications. Notwithstanding, State reserves the right to review and approve the location of all new facilities installed by the Project.
4. District to coordinate with PGE to provide the services needed for this illumination project. It is expected that PGE will design, install and maintain the light poles. To the extent any of the District's responsibilities are provided by a regulated utility company with tariffs on file at the Public Utilities Commission of Oregon (Commission), it is the intent of the Parties that all such duties performed by a regulated utility shall be exclusively in accordance with the utility company's Commission-approved tariff. If such responsibilities are provided by persons or entities other than a regulated utility, District shall be responsible for managing any such agreements to ensure illumination is properly installed, operated and maintained.
5. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project which is determined to be 20 years.

**DISTRICT OBLIGATIONS**

1. District shall pursue with due diligence the annexation of properties into the District which is necessary for the successful completion of the Project and ongoing operations. Within thirty (30) days of the date all required signatures have been obtained on this Agreement, and the needed properties have been annexed into the District, District shall notify State and State shall send to District its \$210,000 contribution toward funding for the Project.
2. District shall be responsible for 100 percent of the maintenance and operations responsibilities and costs, including power associated with the illumination installed as part of this Project. District shall require the utility company to send all related invoices directly to District.



District/State  
Agreement No. 29969

3. District shall exempt ODOT owned properties along OR99E that are currently within the District, or that may be annexed into the District, from taxes and fees imposed on properties within the District.
4. District shall submit all drawings and specifications, and other information at a level of detail needed to complete roadway safety and operational evaluations on facilities being installed by the project to State for review and approval. District may not commence construction of the Project without first obtaining State's approval. District shall assume responsibility for removal of any improvements installed or constructed within the Project area that were not approved by State.
5. If District does not complete installation by September 30, 2018, District will reimburse State for funds contributed to the Project. The deadline may be extended upon mutual agreement by the Parties.
6. All employers, including District, 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. District shall ensure that each of its contractors complies with these requirements.
7. District shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
8. District shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of District's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims") in connection with the construction of the facilities installed within the scope of the Project. It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligence, willful misconduct, or strict liability of the State, be indemnified by the contractor and subcontractor from and against any and all Claims in connection with the construction of the facilities installed within the scope of the Project.
9. Any such indemnification shall also provide that neither the District's contractor and subcontractor nor any attorney engaged by District's contractor and subcontractor

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shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that District's contractor is prohibited from defending the State of Oregon, or that District's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against District's contractor if the State of Oregon elects to assume its own defense.

10. District shall comply with all federal, state, and local laws, regulations, tariffs, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, District 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.
11. District shall construct the Project in accordance with the requirements of ORS 276.071 including the public contracting laws within ORS Chapters 279A, 279B and 279C.
12. If District chooses to assign its contracting responsibilities to a consultant or contractor, or utility, District shall inform the consultant or contractor of the requirements of ORS 276.071, to ensure that the public contracting laws within ORS Chapters 279A, 279B and 279C are followed.
13. District, or its contractor, shall follow the Oregon Locate Laws (ORS 757 and OAR 952).
14. District shall obtain a permit to "Occupy or Perform Operations upon a State Highway" from assigned State District 2B office for illumination installation. District agrees to comply with all provisions of said permit(s), and shall require its developers, contractors, subcontractors, partnering utility provider or consultants performing such work to comply with such permit and review provisions.
15. District shall provide State District 2B office 48-hour notice prior to performing normal operational and/or maintenance activities and as much notice as possible for emergency repairs. State District 2B office reserves the right to place day/time, traffic control, and other requirements on District work activities. State also reserves

the right to delay approval of request to perform activities if safety and/or operational concerns require additional information.

16. If District enters into a construction contract for performance of work on the Project, then District will require its contractor to provide the following:

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract or tariff, in connection with the construction of the facilities installed within the scope of the Project. It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligence, willful misconduct, or strict liability of the State, be indemnified by the contractor and subcontractor from and against any and all Claims. Contractor and District shall name State as a third party beneficiary of any resulting contract.
- b. General Liability. Contractor shall maintain, at Contractor's expense, and keep in effect during the term of the resulting contract, General Liability Insurance covering bodily injury and property damage in a form and with coverages that are reasonably satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$ 1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$ 2,000,000.
- c. Automobile Liability. Contractor shall maintain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
- d. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of any resulting contract will include State and its divisions, officers and employees as Additional Insured, but only with respect to Contractor's contractually assumed indemnity obligations under this Agreement. Coverage will be primary and non-contributory with any other insurance and self-insurance.
- e. Contractor shall have the right, at its sole discretion, to self-insure any of its insurance requirements under this Agreement.

- f. Notice of Cancellation or Change. There shall be no cancellation, material change that may affect the availability of insurance under this Agreement, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor's or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
17. District is responsible for and ensures that all survey monuments recorded with a county and within or adjacent to the highway right of way shall be preserved in accordance with ORS 209.140 and 209.150. Any such monumentation that is damaged or removed during the course of the Project must be replaced in compliance with ORS Chapter 209 stipulations, the State Right of Way Monumentation Policy, and at District's own expense.
18. District is also responsible, at its own expense, for replacement of any additional State survey marks or other monumentation not recorded with a county that are damaged or removed during the course of the Project. In the event of such replacement, District shall contact State's Geometronics Unit for replacement procedures.
19. District certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of District, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind District.
20. District's Project Manager for this Project is Wendi Coryell, Clackamas County Service District Specialist, 150 Beaver Creek Rd., Oregon City, OR 97045, 503-742-4657, wendicor@clackamas.us or assigned designee upon individual's absence. District shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## **STATE OBLIGATIONS**

1. Within thirty (30) days of the date State receives notice from District that the properties have been annexed into the District, and required signatures have been obtained on this Agreement, State shall send to District its \$210,000 contribution toward funding for the Project.
2. The State shall review illumination installation plans, specifications, and other information needed for State to complete roadway safety and operational evaluations on facilities being installed and respond to the District within ten (10) business days of receipt, whether the plans have been approved or whether additional information or corrections are required prior to State approval.
3. District shall notify State when they have completed the illumination installation Project. Upon completion of the illumination installation, State shall either send to

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District a bill for the amount which, when added to District's advance deposit, will equal 100 percent of the total state costs for Project or State will refund to District any portion of said advance deposit which is in excess of the total State costs for Project.

4. State grants authority to District, or District's contractor, to enter upon State right of way for the construction of this Project as provided for in this agreement and the permit or permits to be issued by State District 2B Office.
5. State's Project Manager for this Project is Richard Garrison, Project Manager, 123 NW Flanders Street, Portland, OR 97222, 503-731-8462, Richard.F.Garrison@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.

### **GENERAL PROVISIONS**

1. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and power responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years.
2. Prior to the installation of illumination or State's disbursement of funds to District, this Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
3. District may terminate this Agreement effective upon delivery of written notice to State, or at such later date as may be established by District, if State fails to provide services called for by this Agreement within the time specified herein or any extension thereof. If District terminates this Agreement pursuant to the terms herein, State may require District to reimburse State for any and all funds disbursed to District.
4. State may terminate this Agreement effective upon delivery of written notice to District, or at such later date as may be established by State, under any of the following conditions:
  - a. If District fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If District 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 unless such failure is of such nature that it cannot be cured within such 10 day period, in which case

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State may not terminate so long as the District shall commence the curing of the failure within such 10 day period and shall thereafter complete the curing thereof with diligence.

- c. If District fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
5. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
  6. 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 District 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.
  7. With respect to a Third Party Claim for which State is jointly liable with District (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 District in such proportion as is appropriate to reflect the relative fault of State on the one hand and of District 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 District 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.

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8. With respect to a Third Party Claim for which District is jointly liable with State (or would be if joined in the Third Party Claim), District 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 District 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 District 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. District'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.
9. 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.
10. 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.
11. 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 their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURES TO FOLLOW**

District/State  
Agreement No. 29969

**CLACKAMAS COUNTY SERVICE  
DISTRICT NO. 5, by and through its elected  
officials**

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By [Signature]  
Counsel

Date 1/27/16

**District Contact:**

Wendi Coryell, Clackamas County Service  
District Specialist  
Clackamas County  
150 Beaver Creek Road  
Clackamas, OR 97015  
503-742-4657  
wendicor@clackamas.us

**State Contact:**

Richard Garrison, Project Manager  
123 NW Flanders Street  
Portland, OR 97209  
503-731-8462  
Richard.F.Garrison@odot.state.or.us

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

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 State Traffic Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
District 2B Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
District 2C Manager

Date \_\_\_\_\_

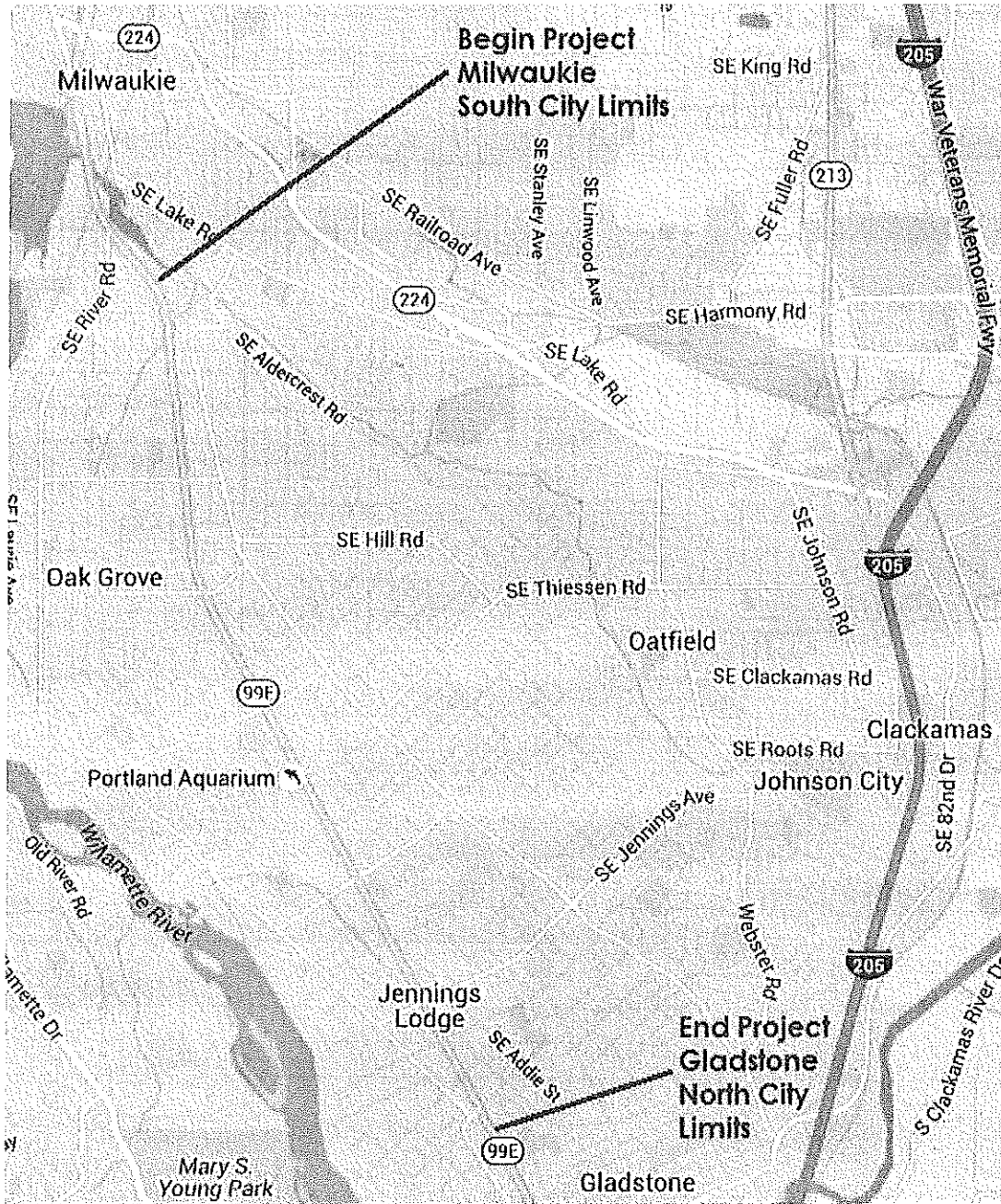
**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_



**EXHIBIT A – Project Location Map**



**EXHIBIT B – PROJECT ESTIMATE**

**Capital Costs**

Element	Unit(s)	Unit Cost/Rate	Number	Cost/Revenue	Cost/Revenue
<i>Existing Wood Pole Lumination</i>					
Luminary (Cobra)	Luminary	N/A	94		
<i>NEW Wood Pole Lumination</i>					
Luminary (Cobra - LED)	Luminary	N/A	5		
New Wood Pole - 50'	Pole	\$5,000	5	\$25,000	
Junction boxes				\$16,688	
<i>New Aluminum Pole Lumination</i>					
Luminary (Cobra - LED)	Luminary	N/A	85		
New Aluminum Poles - 40'	Pole	N/A	85		
Trench	Linear Feet	\$35	23000	\$805,000	
Pedestals	Pedestal				
<b>Total</b>				<b>\$846,688</b>	
<b>Line Extension Cost</b>					
Cost to install circuitry and energize				\$73,136.21	
<b>Total</b>				<b>\$73,136.21</b>	



Gregory L. Geist  
Director

February 4, 2016

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

Members of the Board:

Approval of an Amendment #3  
to the Contract Documents with PeroxyChem, LLC for  
Pilot Trial of the Disinfection Chemical Vigorox-Second Phase

<b>Purpose/Outcomes</b>	Approval of an amendment to the PeroxyChem agreement with Tri-City Service District required to provide for disinfection of plant effluent discharged to the Willamette River to meet National Pollutant Discharge Elimination System requirements and avoid regulatory violations and fines.
<b>Dollar Amount and Fiscal Impact</b>	Increase the value of the PeroxyChem Agreement by \$ 39,000.00, bringing the total agreement value to \$204,755.00.
<b>Funding Source</b>	Tri-City Service District Budget–FY 15/16. No General Fund dollars impacted.
<b>Duration</b>	Current agreement expires March 31, 2016.
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. Removing 95% of pollutants and ensuring 100% permit compliance is maintained in order to achieve NACWA Peak Performance Gold Award recognition. 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Greg Eyerly, Water Quality Manager, Ext. 2802
<b>Contract No.</b>	Amendment #2 – June 30 <sup>th</sup> , 2015 Amendment #1 – May 29 <sup>th</sup> , 2015 Original Agreement – October 4 <sup>th</sup> , 2014

**BACKGROUND:**

Since October 2014, the Tri-City Service District has been conducting a pilot project using an alternative form of disinfection known as peracetic acid. The objective of the pilot project is to eventually transition from the use of chlorine to peracetic acid full time for the Tri-City Wastewater Treatment Plant's disinfection requirements.

From December 7 through December 14, 2015, Clackamas County and the surrounding watersheds experienced a series of heavy, record rainfall events. The treatment facilities operated by Water Environment Services had record-setting peak, weekly and monthly average flows during this period. The high flows increased the demand for disinfection at the Tri-City Wastewater Treatment Plant, as well as other treatment facilities.



LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS  
Acting as the Governing Body of Tri-City Service District

Please place on the Board Agenda of **February 4, 2016**, this Materials and Services Contract with Peroxychem, LLC, for a pilot trial of the disinfection chemical vigorox-second phase.

Staff requests the amendment to reflect the increase in costs associated with the use of the chemical for a pilot project.

They request to add an additional \$ 39,000.00, for a not to exceed amount of \$ 204,755.00.

Funds for this contract have been budgeted within the Department's current FY 15/16 budget. The project has had Counsel review.

Recommended Action:

Staff respectfully requests approval of the contract with, Peroxychem, LLC.

Respectfully Submitted,

Dan Nenow, C. P. M.  
Purchasing Staff

AMENDMENT #3

TO THE CONTRACT DOCUMENTS WITH PEROXYCHEM, LLC FOR PILOT TRIAL OF THE DISINFECTION CHEMICAL VIGOROX-SECOND PHASE

This Amendment, when signed by PeroxyChem, LLC ("Contractor") and the Board of County Commissioners on behalf of the Tri-City Service District, 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 Contractor and the District entered into those certain contract documents for the provision of services dated October 4, 2014, as may be amended ("Contract");

WHEREAS, the Contractor and the District desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the District and Contractor hereby agree that the Contracts are amended as follows:

Section II Compensation:

CHANGE TO READ: Increase compensation by \$ 39,000.00. The total value of this Contract shall not exceed \$204,755.00.

ORIGINAL CONTRACT	\$ 33,151.00
AMENDMENT #1	\$ 66,302.00
AMENDMENT #2	\$ 66,302.00
AMENDMENT #3	\$ 39,000.00
TOTAL AMENDED CONTRACT	\$204,755.00

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

PeroxyChem, LLC  
2005 Market St., 32nd Flr  
Philadelphia, PA 19103

Clackamas County Board  
of Commissioners Acting as the  
Governing Body of the  
Tri City Service District by:

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

\_\_\_\_\_  
Chair

ALBERTO GARIBI, VP BUSINESS DEV  
\_\_\_\_\_  
Name, Title

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


1/5/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

1-866-860-4760  
\_\_\_\_\_  
Telephone/Fax Number

Approved as to form

1040929-94  
\_\_\_\_\_  
Oregon Business Registry #

  
\_\_\_\_\_  
County Counsel