



October 30, 2014
Business Meeting Agenda

BOARD OF COUNTY COMMISSIONERS

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

AGENDA

Thursday, October 30, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-108

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Recognition of WES Employee Michael Trent who was Awarded for William D. Hatfield Award for Operators of Wastewater Treatment Plants (Greg Geist, Water Environment Services)

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

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

NORTH CLACKAMAS PARKS & RECREATION DISTRICT

2. 1. Second Reading of Ordinance No. 06-2014, an Amendment to North Clackamas Parks & Recreation District's Parks and Recreation System Development Charge on New Developments - *First Reading was Oct. 16, 2014* (Gary Barth, Business & Community Services and Chris Storey, County Counsel)

IV. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Health, Housing & Human Services

3. 1. Adoption of the Clackamas County 2014 Update to the 10 Year Plan and Policy to End Homelessness (Brenda Durbin, Social Services)

County Administration

4. 2. Discussion Regarding Metro's Climate Smart Communities Strategy (Dan Chandler, County Administration)

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

A. Health, Housing & Human Services

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1. Approval of a Construction Contract Change Order with TS Gray Construction for the Rehabilitation of the Historic Francis Ermatinger House Project in Oregon City – *Housing & Community Development*

B. Department of Emergency Management

6

1. Approval of an Intergovernmental Agreement with the Regional Disaster Preparedness Organization (RDPO) to Establish an Intergovernmental Organization to Strengthen the Regions' Disaster Preparedness, Response and Recovery Capabilities

C. Elected Officials

7

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

VI. DEVELOPMENT AGENCY

8

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Consulting Services for Engineering Design and Construction Plans for the Otty Street Realignment Project - *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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html

Congratulations to our own Michael Trent, Wastewater Operations Supervisor for Clackamas County Water Environment Services, who was awarded the William D. Hatfield Award, presented to operators of wastewater treatment plants for outstanding performance and professionalism. Michael is being honored for his excellence and was singled out amongst his peers from Washington, Oregon and Idaho. This award is the highest honor water quality colleagues can bestow on an Operator. The Board will honor Michael at a Business meeting in the coming weeks.



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Board of County Commissioners
Clackamas County, as the
governing body of North Clackamas
Parks and Recreation District

Members of the Board:

Second Reading and Proposed Adoption of an Ordinance Amending NCPRD's Ordinance for System Development Charge on New Development Ordinance

Purpose/Outcomes	Second Reading and Adoption of Proposed Ordinance Amendment
Dollar Amount and Fiscal Impact	None
Funding Source	Not Applicable
Safety Impact	None
Duration	Perpetual
Previous Board Action	Multiple prior study sessions First Reading October 16, 2014 Business Meeting
Contact Person	Gary Barth, NCPRD Director 503 742 4299 Chris Storey, Assistant County Counsel 503 742 4623
Contract No.	N/A

BACKGROUND

North Clackamas Parks and Recreation District ("NCPRD") adopted a system development charge ("SDC") ordinance in 1994, which was subsequently amended and updated in 2004 for procedures and 2007 to reflect Happy Valley's annexation into the district and the creation of zones. Under the current system, there are three different SDC charges. One is for "zone" projects that would benefit only residents within that area, typically a neighborhood park. The second is for "district" projects that would benefit residents within the entire district, such as a regional park or community center. The third charge applied only to a subarea known as the "Sunnyside Village Plan Area" that levied a surcharge for neighborhood park development specifically within the plan area – the six anticipated parks within the plan area have been constructed.

During the Master Planning process begun by the district in 2012, a frequent item of concern has been the allocation and expenditure of SDC funds. Specifically, staff and elected officials from the City of Happy Valley have expressed concerns regarding the fairness of SDCs generated by development in their zone being expended elsewhere in the district. After review district staff clarified that no SDCs generated in Happy Valley were expended on anything other than projects located within Happy Valley. There were also discussions surrounding the current

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zones of the district in which SDCs are collected. Currently, there are three SDC zones. Zone 1 consists solely of the City of Milwaukie, Zone 2 of all unincorporated areas west of I-205, and Zone 3 of all territory east of I-205 including the City of Happy Valley and a portion of the City of Damascus.

The Board held several policy discussions regarding the approach, in particular as it impacted the Master Planning process and the potential results of the November 2014 election on governance and rate of the district. As an outcome of those discussions, staff was directed to draft an amendment to the SDC Ordinance that would (i) clarify and ensure that SDC funds generated within a specific zone would be expended only within that zone and (ii) align the zone boundaries to be consistent.

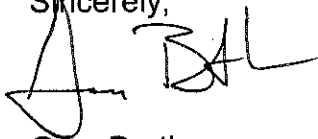
Attached for consideration and first reading are proposed amendments to the NCPRD SDC Ordinance. This amendment would restrict expenditures of SDC funds to the zones in which they are generated with one exception, for existing outstanding SDC-eligible debt of the district. This exception allows Zones 1 and 2 to continue making their pro-rata contributions towards the debt incurred in building the Hood View Park located in Zone 3. It also expands the boundaries of Zone 1 to include those portions of the unincorporated areas that are within the City of Milwaukie's urban growth management area.

This proposed amendment does not change the SDC methodology currently in place or remove the designation of "zone" or "district" projects, but would limit expenditures on either kind of projects to those funds generated within the zone where such project would be located.

RECOMMENDATION

Staff recommends the Board adopt the proposed amendments and additions to the NCPRD SDC Ordinance.

Sincerely,



Gary Barth
Director, NCPRD

For information on this issue or copies of attachments,
please contact Chris Storey at 503-742-4623

ORDINANCE NO. 06-2014

AN ORDINANCE AMENDING NORTH CLACKAMAS PARKS AND RECREATION DISTRICT'S ORDINANCE FOR SYSTEM DEVELOPMENT CHARGES ON NEW DEVELOPMENT

WHEREAS, the Clackamas County Board of Commissioners ("Board") as the governing body of North Clackamas Parks and Recreation District ("District") finds that the current version of its Ordinance for System Development Charges on New Development ("SDC Ordinance") contains zone composition methodology that is inconsistent between Zones 1 and 3 and could allow for expenditure of growth-related funds in areas experiencing low growth; and

WHEREAS, the Board is willing to update and clarify the SDC Ordinance to balance zone composition and provide assurances that funds paid because of growth will be expended in the area experiencing that growth;

Now, therefore, the Board of Commissioners of Clackamas County as governing body of the District amends the SDC Ordinance as follows:

1. The following definitions are modified or added, as appropriate, to Section 3 of the Ordinance:
 - AA. "ZDO" shall mean the Clackamas County Zoning and Development Ordinance, as amended.
 - BB. "Zone" shall mean, as of November 29th, 2014, one of three zones for the collection of SDCs. Notwithstanding anything else to the contrary stated or adopted herein or elsewhere, such zones shall be constituted as set forth in Section 3.CC, DD, and EE herein.
 - CC. "Zone 1" shall mean that area within the District containing the City of Milwaukie and all unincorporated areas within the City of Milwaukie's urban growth management area as defined by agreement between the City of Milwaukie and Clackamas County, as may be amended from time to time.
 - DD. "Zone 2" shall mean all areas west of I-205 that are not part of Zone 1.
 - EE. "Zone 3" shall mean the City of Happy Valley, all unincorporated areas within the City of Happy Valley's urban growth management area as defined by agreement between the City of Happy Valley and Clackamas County, as may be amended from time to time, and that portion of the City of Damascus within the boundaries of the district.
 - FF. "Zone Projects" shall mean the expenditure of system development charges received by the District pursuant to this Ordinance within the zone in which it was generated, whether designated "zone" or "neighborhood" or "district" or

“community” elsewhere in this Ordinance, a capital improvement plan or other document.

2. Section 10.A of the Ordinance is repealed and replaced in its entirety with the following:

A. The District hereby establishes a separate trust account to be designated as the "Parks and Recreation SDC Account," which must be maintained separate and apart from all other accounts of the District. A trust account shall also be established for each Zone ("Zone Trust Accounts"). Funds in these Zone Trust Accounts, which shall include deposits of both Zone-specific SDC charges and any District-wide SDC charges generated within that Zone, may only be used for Zone Projects in the Zone from which the money was collected except as provided below. Each Zone Trust Account shall be assessed annually, based on a pro rata percentage of collections for the prior fiscal year, a share of (i) the current year SDC-eligible debt service payment as of October 1, 2014, until the SDC-eligible portion of such debt is repaid, and (ii) any SDC-eligible expenditures for district-wide planning efforts such as master planning, charges for collection or administration of the program, and other system costs relating to SDC administration. All system development charge payments must be deposited into the appropriate trust account immediately upon receipt.

ADOPTED this 30th day of October, 2014.

BOARD OF COUNTY COMMISSIONERS, as
the governing body of North Clackamas Parks
and Recreation District

Chair

Recording Secretary

COPY

October 30, 2014

Board of Commissioners
Clackamas County

Member of the Board:

Adoption of the Clackamas County 2014 Update to the 10 Year Plan and
Policy to End Homelessness

Purpose/Outcomes	The adoption of the 2014 Updates to Clackamas County's 10 Year Plan and Policy to End Homelessness.
Dollar Amount and Fiscal Impact	There is no fiscal impact, though the Plan assumes continued support from CGF for Winter Warming Centers and Bridges to Housing.
Funding Source	NA
Safety Impact	None
Duration	Ongoing
Previous Board Action	The original 10 Year Plan was approved by the BCC in 2007. A study session on adopting the 2014 Updates occurred on Sept. 16 th , 2014
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641

The Social Services Division of the Health, Housing & Human Services Department requests the Adoption of the Clackamas County 2014 Update to the 10 Year Plan & Policy to End Homelessness. The adoption of the 2014 Update to Clackamas County's 10 Year Plan to End Homelessness is necessary to address a persistent problem, homelessness, that impacts some of the county's most vulnerable residents including children, the elderly, and persons with disabilities. The 2014 Update emphasizes coordination between Clackamas County and all sectors of the community including the faith community, business, education, law enforcement and the non-profit sector. Annual workplans with measurable goals and assigned responsibilities will ensure accountability and continued progress toward ending homelessness in Clackamas County.

RECOMMENDATION:

We recommend the adoption of the 2014 Updates to the 10 Year Plan and Policy to End Homelessness.

Respectfully submitted,



Cindy Becker, Director



Ten-Year Plan and Policy to End Homelessness

**2014 Update:
A Call to Action**

Why is a plan to end homelessness still needed?

The United States is still recovering from the worst recession since the Great Depression. From 2007 to 2010, millions of jobs were lost, homes were foreclosed and new housing development stalled. Competition increased significantly for lower-cost apartments, making it harder for homeless and very low-income people to find housing. People and families who had never experienced poverty before were hit hard. In Clackamas County, the number of households needing food stamps doubled. The economy, jobs, and families have yet to fully regain their footing.

A full time minimum wage job in Oregon grosses \$18,928 a year. Yet, average rents can consume \$9,348; almost half. The Oregon Opportunity Network estimates this severe

One agency often receives more than 200 calls a month from families struggling to pay rent, but only has resources to help five.

rent burden is experienced by 38% of Clackamas County residents. Rental housing is in high demand and vacancy rates are at historic lows. In 2013 the Housing Authority of Clackamas County opened its wait list. In seven days, 2,802 applications were received. From these 2,802 low-income households, a lottery was held to select only 855 households to

receive subsidized housing. Many of these households will wait up to five years before receiving housing. The Bridges to Housing program for high needs homeless families recently received 63 applications in one week. The program has openings for two households.

Low-income families struggle to remain safely housed. They work low wage jobs and

move frequently seeking lower rents. They may try to get in to the one emergency family shelter in the county (with just sixteen beds).¹ Many stay with family or friends and, when options run out, live in their cars. In fact, children are the fastest growing segment of the homeless population.

The Clackamas County 2013 Point in Time Count identified 2,070 homeless people. Of these, 1,160 people were in families with children. The Oregon Department of Education in 2012-13 identified 1,492 homeless school aged children in Clackamas County schools. All of these children are at risk for more health problems, higher rates of drug use and dropping out of school. High school students living in low-income families are six times more likely to drop out than their more affluent peers.²

Clackamas County has the third largest population of veterans in Oregon, and during the 2013 count, 75 homeless

Andrea called Clackamas County desperate for a place to stay after a domestic violence episode with the father of her two young children. There was no space in the local domestic violence shelter, but space was available at a church shelter. There, Andrea worked closely with a case manager who helped them access permanent housing through the Housing Authority and helped them pay for move-in costs. Andrea had put off her dreams of finishing college because she had spent the last several years home with her children. Once the family was settled, she enrolled in nursing school, finishing in nine months, and then finding a job immediately following graduation. Andrea attributes her success and the safety of her family to the support provided during her time of transition.

¹ This number does not include the two family shelters that serve domestic violence survivors, or the winter warming shelters that operate on nights when temperatures drop below freezing.

² High School Dropouts in America, Fact Sheet 2010, Issue & Brief 2007, Alliance for Excellent Education

individuals reported that they had served in the military.

Homelessness is a difficult situation for anyone experiencing it. Likewise it is not an easy problem for this community to solve. Clackamas County is not lacking in compassion, dedication or the willingness to end homelessness. Huge strides have been made as demonstrated by the successes to date. The challenge, and the commitment, remains to work more efficiently, effectively and collaboratively – and maximize every possible resource to end homelessness in Clackamas County.

The Plan to End Homelessness includes strategies to combat all of the complex issues contributing to homelessness including jobs, housing, military service, education and health. Working collaboratively and encompassing the entire community, Clackamas County can and will achieve the visions that was adopted by the Board of County Commissioners in 2008, one year into the Plan.

“Clackamas County believes in the principle that every person should have decent, safe, sanitary and affordable housing and an opportunity to live in a community in peace and dignity. We understand that housing fulfills; physical needs by providing security and shelter, psychological needs by providing a sense of personal space and privacy, social needs by providing a gathering area and communal space for families, the basic unit of society, and societal needs by providing a supportive base from which children can gain access to education and all family members can best fulfill their individual potential, including employment and personal development.”

Homelessness is not an issue to be complacent about. For the many people experiencing it, and those at serious risk of homelessness, it is an emergency faced every single day and night.

Clackamas County Ten-Year Plan & Policy to End Homelessness Update

Clackamas County is dedicated to staying on the forefront of effective, innovative and respectful ways to end homelessness across the county. Working collaboratively across departments, constituencies and communities, Clackamas County will support and expand a comprehensive continuum of services to both prevent and end homelessness. The activities outlined in this plan will continue to build on the principle that *every person should have decent, safe, sanitary and affordable housing and an opportunity to live in a community in peace and dignity.*

2013 Data and Statistics

Oregon:

According to the 2008-2012 American Community Survey:

- 15.7% of Oregon residents over the age of 18 have less than a high school education.
- 26.0% of Oregon residents over age 25 living in poverty have less than a high school education.
- 49% of children whose parents do not have a high school degree live in poor families in Oregon. The term “poor” is defined as income below the federal poverty threshold.²

Clackamas County:

Unemployment Rate:

- In CY 2013, Clackamas County had an average 6.9% unemployment rate.³
- The unemployment rate in Clackamas County for the January 2014 was 6.3%.⁴

Education:

- In the 2012-2013 school year, the high school graduation rate was 79.6%.⁵

Poverty Level:⁶

- 32.1% of female headed families with children live in poverty
- 24% of female headed households without children live in poverty
- 12.7% of Clackamas County children live in poverty
- 11.5% of families with children under 18 live in poverty
- 9.7% of residents or 36,588 people live in poverty
- 6.8% of all households or 9,860 households live in poverty
- 5.1% of seniors live in poverty
- 11% of households receive Supplemental Nutrition benefits (Food Stamps)

Homeless Statistics:

- 70% or 1,451 were in unstable housing, staying in any number of different housing situations but lacking a rental agreement in their own name.⁷

² American Community, Small Area Income and Poverty Estimates (SAIPE), <http://www.census.gov/acs/www/>

³ U.S. Department of Labor, March 2013, <http://www.bls.gov/web/laus/launstrk.htm>, Local Area Employment Statistics, 10-13

⁴ Oregon Labor Market Information System, <http://www.qualityinfo.org/olmisi/Regions?area=000015&page=2>

⁵ Children First, 2012 Data Book Report, http://www.cffo.org/site/download/county_data_book

⁶ U.S. Census Bureau, Comparison data report 2012 <http://www.census.gov/did/www/saipe/index.html>

Clackamas County Ten-Year Plan & Policy to End Homelessness Update

- 2070 people were identified as homeless in Clackamas⁷
- During the 2012-13 school year, 1,198 children in Clackamas County schools were identified as homeless.⁸
- 191 people were chronically homeless.⁹
 - Of these, 27% are female & 73% are male.
 - HUD defines chronically homeless as having a documented disability and have been homeless for a year or more or 4 or more times in the past three years.
- 478 people were unsheltered.
- 113 were unaccompanied homeless youth.

As of February 2014, Clackamas County and the non-profits offering homeless services in the county have the capacity to provide on any given night:

- Severe weather warming center beds for up to 99 people
- 44 emergency shelter beds, including families and people fleeing domestic violence but no year round shelters for single adults
- 95 transitional housing beds, providing up to 24 months of housing for people who may be unable to transition directly from homeless into permanent housing for a variety of reasons
- 298 permanent supportive housing beds, providing ongoing rental subsidies and supportive service for households who have typically been homeless for longer periods and have disabilities

⁷ U.S. Census Bureau, Comparison data report 2012 <http://www.census.gov/did/www/saipe/index.html>

⁷ U.S. Census Bureau, Comparison data report 2012 <http://www.census.gov/did/www/saipe/index.html>

⁸ <http://www.ode.state.or.us/wma/superintendent/release/homeless-report-supplement.pdf>

⁹ U.S. Census Bureau, Comparison data report 2012 <http://www.census.gov/did/www/saipe/index.html>

2007-2013 Accomplishments of the Clackamas County Plan to End Homelessness

In the first six years:

- 786 Clackamas County homeless households, comprised of 840 adults and 833 children, were housed in either permanent or transitional housing.
- 605 Clackamas County households who were at high risk of homelessness, comprised of 900 adults and 895 children, were prevented from becoming literally homeless through short-term eviction prevention rent assistance.

More notable accomplishments:

- 2009: Clackamas Women's Services launches the Beyond Shelter Program, the first Housing First Program for victims of domestic violence in Clackamas County. Since its implementation, more than 250 households have been assisted with eviction prevention and rapid re-housing services.
- 2009: Los Ninos Cuentan – A culturally specific shelter for Latina survivors of domestic violence established.
- 2009: Warming Centers begins – Helps up to 99 homeless adults every night by providing a safe, warm, and dry place to sleep during the coldest winter nights.
- 2010: Baldock Rest Stop Project – Ended camping at the popular I-5 rest stop using an innovative outreach and service model, which helped 14 homeless households obtain housing.
- 2010: Increased Funding for “Bridges to Housing” ensures housing and support services to 30 homeless families with multiple, complex needs.
- 2010: Home Base established – Helps prevent homelessness for more than 100 households a year who face short-term emergencies, such as unpaid medical leave.
- 2012: Host Home Program implemented – Supports homeless teens with host homes so that they can focus on completing high school.

Clackamas County Ten-Year Plan & Policy to End Homelessness Update

- 2013: A Safe Place Family Justice Center opens – Provides a drop-in location, which is safe and confidential, where abuse survivors can access multiple services under one roof.
- 2013: One hundred households who had experienced child abuse or domestic violence access Section 8 vouchers through a partnership between Northwest Housing Alternatives, Clackamas Women’s Services, Los Niños Cuentan, and the Housing Authority of Clackamas County.
- 2014: The first rural Warming Center opened in Molalla.

Updated Goals

- I. *Prevent homelessness*
- II. *Reduce the impacts of homelessness on children*
- III. *Offer a robust continuum of effective housing and services.*
- IV. *Strengthen the homeless services system*

Update Process:

- Review of current services, plans and programs serving the homeless.
- Inventory of transitional housing beds, new permanent housing units and other housing services currently in place.
- Assessment of 2007 Plan strategies and activities.
- Examination of best practice research, national, state and local plans to end homelessness.
- Review of US Department of Housing and Urban Development (HUD) data, funding mandates and programmatic requirements.
- Outreach to and engagement with external and internal stakeholders.
- Planning and review meetings with staff, providers and those with expertise in poverty services delivery.

Goals:

1. Prevent homelessness

1.1. Objective 1. Support people at high risk of homelessness to stabilize their existing housing.

1.1.1. Invest in eviction prevention and rent assistance to households at risk of becoming homeless.

- 1.1.2. Continue to educate tenants and landlords about their respective rights and responsibilities in a manner that is easy to access and readily available.

1.2. Objective 2. Increase economic stability.

- 1.2.1. Advance services that connect people to economic stability; including meaningful and sustainable employment, financial literacy, and IDA programs.
- 1.2.2. Advocate for flexible funding for childcare, transportation, car repairs, work clothing and other needs to decrease barriers to employment.
- 1.2.3. Link homeless and low income people to credit counseling and financial education and expand these services as appropriate, including earned income credit tax assistance, credit and banking supports.
- 1.2.4. Facilitate application for appropriate mainstream benefits such as social security disability, veterans, TANF, SNAP and health insurance.
- 1.2.5. Strengthen access to career track jobs and training as well as entry level jobs for homeless and recently homeless people.

2. Reduce impacts of homelessness on children

2.1. Objective 1. Increase stability for children, youth and families.

- 2.1.1. Develop permanent housing options to stabilize unaccompanied homeless youth, including parenting youth.
- 2.1.2. Increase permanent housing and rapid re-housing for homeless families with children.
- 2.1.3. Explore best practices and funding options for preventing homelessness for youth aging out of foster care.

2.2. Objective 2. Promote educational success for homeless students and their families.

- 2.2.1. Support school district homeless liaisons to identify homeless students, and provide a broad range of services and linkages that decrease school mobility and increase academic success.
- 2.2.2. Raise flexible funds to support the educational success by keeping homeless students engaged in academic and extracurricular activities.
- 2.2.3. Explore ways to increase access to post-secondary education for homeless youth.

3. Build a robust continuum of housing and services

3.1. Objective 1. Increase and maintain the inventory of housing that is affordable to low-income people.

3.1.1. Increase the inventory of affordable housing.

3.1.2. Increase and support diverse housing models including but not limited to; emergency shelter, transitional housing, rapid re-housing, permanent supportive housing, and support resident ownership.

3.1.3. Monitor mobile home parks that are under consideration for re-development. Develop a template for mobilization to ensure that low-income mobile home park residents do not become homeless due to mobile home park closures.

3.1.4. Assist providers and landlords to understand and implement the Housing First model, reducing barriers to rapid re-housing of homeless individuals and families.

3.1.5. Support implementation of rental housing standards in unincorporated Clackamas County and encourage other communities to adopt similar standards.

3.2. Ensure the basic health and safety of people living outdoors

3.2.1. Support existing emergency shelters and grow the system to fill gaps for all populations.

3.2.2. Pilot the Safe Place to Park program in at least one site.

3.2.3. Continue to support winter warming centers, ensuring that homeless people can sleep in a safe, warm, dry place in freezing weather

3.2.4. Provide day centers where homeless persons can access showers, laundry facilities, and food, connect with dental, medical, housing and veterans services.

4. Strengthen the Homeless Services System

4.1. Objective 1. Involve communities in reducing the incidence and impacts of homelessness.

4.1.1. Raise awareness and engage multiple sectors regarding their role in ending homelessness, including faith communities, law enforcement, service providers, government, health care, civic and business communities, and homeless and formerly homeless persons.

4.2. Objective 2. Increase capacity and strengthen existing services.

- 4.2.1. Foster best practices in case management: culturally relevant, developmentally appropriate, trauma informed care, and evidence based practices.
- 4.2.2. Use a vulnerability index as one tool to determine prioritization, type, level and duration of service.
- 4.2.3. Utilize existing collaborative learning environments to leverage knowledge and data, and network goals, services and outcomes.
- 4.2.4. Incorporate awareness of child and youth development into homelessness intervention and prevention strategies.
- 4.2.5. Strengthen homelessness prevention. Divert as many homeless households as possible from shelters when they have other safe options, preserving shelter beds for those who do not.
- 4.2.6. Locate new anti-poverty services in high poverty areas.

4.3. Objective 3. Retool the crisis response system to adequately address, prevent and reduce homelessness.

- 4.3.1. Use data to drive decisions, including data on race, ethnicity and outcomes.
- 4.3.2. Implement coordinated intake and assessment, and institutional discharge planning policies.
- 4.3.3. Ensure that the needs of abuse survivors are addressed effectively, safely and sensitively across the entire system. Train direct service providers in domestic violence and safety planning. Support the Family Justice Center and a coordinated community response to violence and abuse.
- 4.3.4. Expand outreach to homeless vets and ensure that rapid re-housing and service connections are available quickly and throughout the community when homeless veterans are identified.

Conclusion

Updating the Plan has brought renewed focus on homelessness in Clackamas County. While the recession impacted so many, there were victories. Community Solutions helped numerous people find jobs. The Family Justice Center opened, using a national model to help abuse survivors. New, more culturally relevant services are delivered through Children Youth & Families. Primary care, access to addiction treatment, and mental health services were streamlined through Health Centers. New winter warming centers, school supports for homeless youth, and options for veterans are available. Existing programs continue to re-house, as well as prevent homelessness for, many of Clackamas County's most vulnerable people.

Building on this success will take investments in creative strategies with measurable outcomes. The coordinated assessment process and ongoing advances in data reporting and analysis will provide valuable information to policy makers and justify securing additional resources.

This ten-year plan will continue to build on the Clackamas County principle that *every person should have decent, safe, sanitary and affordable housing and an opportunity to live in a community in peace and dignity.*

This call to action is community-wide. Landlords, employers, educators, people of faith, volunteers, and civic organizations all have an important role in educating, volunteering, and offering opportunities to those who need them the most. Collaboration to maximize the resources available will not only reduce homelessness, but it will create a stronger Clackamas County. If you want to get involved and make a difference, please call Erika Silver at (503) 650-5725.

Acknowledgements

The values and perspectives of community leaders, line staff, and people who have experienced homelessness are the foundation of this update. Their ideas and energy elevated the dialogue, focusing on what works for the people of Clackamas County. Specifically, members of the Homeless Policy Council, the Continuum of Care (formerly the Homeless Council), the Community Action Board, and the countless others who contributed their valuable time and ideas to this update, are gratefully acknowledged.



OFFICE OF THE COUNTY ADMINISTRATOR

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

October 30, 2014

Board of Commissioners
Clackamas County

Members of the Board:

Discussion regarding Metro's Climate Smart Communities Strategy

Purpose/Outcomes	Discussion of the County's position with respect to Metro's Climate Smart Communities Strategy.
Dollar Amount and Fiscal Impact	The preferred climate smart communities' strategy will cost the region approximately \$250 million per year to fully implement. However, much of the cost is to implement existing plans.
Funding Source	The region has not indentified a funding source to implement the strategy.
Safety Impact	N/A
Duration	Unknown
Previous Board Action/Review	Policy Session on October 21, 2014.
Contact Person	Dan Chandler, Strategic Policy Administrator 503 742-5394

BACKGROUND:

In response to a state mandate contained in the 2009 Jobs and Transportation Act, the Metro region is in the final stages of adopting a preferred strategy to reduce Greenhouse Gas (GHG) emissions throughout the region. The purpose of this discussion item is to allow the public to provide feedback and perspective to the Board of Commissioners on the issue. The Commissioners can then use this feedback when providing their own input to Metro.

The Climate Smart strategy focuses on four key areas:

- Make transit more convenient, frequent, accessible and affordable
- Use technology to actively manage the transportation system
- Provide information and incentives to expand the use of travel options
- Make biking and walking more safe and convenient
- Make streets and highways more safe, reliable and connected
- Manage parking to make efficient use of parking resources

Clackamas County plans to send the attached letter to Metro on October 23. However the County will have additional opportunities to provide feedback to Metro before the strategy is adopted.

Because state law has mandated the adoption of a GHG reduction strategy, the County is focusing its resources on maintaining local control and assuring adequate highway funding rather than larger scientific, social or political issues involved in climate change.

Information on the Climate Smart Communities project may be found at:

<http://www.oregonmetro.gov/public-projects/climate-smart-communities-scenarios>

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Chandler', with a long horizontal flourish extending to the right.

Dan Chandler
Strategic Policy Administrator



DRAFT

BOARD OF COUNTY COMMISSIONERS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

October 22, 2014

Council President Hughes and Metro Councilors
Metro Regional Center
600 NE Grand Ave
Portland, Oregon 97232

Re: Climate Smart Communities Preferred Alternative

Dear President Hughes and Metro Councilors:

Thank you for the opportunity to provide these comments on Metro's Climate Smart Strategy. We are appreciative of the incredible amount of work that went in to the process over the past several years, and of the difficult task your staff have undertaken. Clackamas County has several concerns with the strategy, and hope that they can be addressed in the final version.

Maintain Local Flexibility.

On numerous occasions we have heard that the preferred approach will consist of a "toolbox" of actions from which local governments may choose. It is essential that we maintain this flexible approach. Every jurisdiction is unique, and what works in one place might not work in another. Parking management is a key example of a local issue: Portland's needs and context are very different from those in Oregon City or the Clackamas Regional Center. In every area, public and business input will be key to workable solutions. A top-down, one size fits all approach will not work. Nor will a bias toward spending regional funds in a manner that is not equitable between jurisdictions. The strategy must contain a clear and unequivocal commitment to maintaining local control and flexibility in both the adopting ordinance, and in the framework plan language itself.

Maintain an emphasis on increased highway capacity as a method of reducing greenhouse gas emissions.

Congestion is a key contributor to greenhouse gas (GHG) emissions. Of all of the proposed strategies, congestion-based GHG emissions are the most easily reduced, and the GHG reduction is the most direct. It is critical that the language in the

Preferred Strategy reflect a continued commitment to increasing highway capacity, particularly in those areas of critical congestion like the I-205 South Corridor and the Rose Quarter.

In addition, increased highway and road capacity has the most obvious co-benefits in terms of increased economic activity and freight mobility. It also relies on less behavior modification and social engineering than other elements of the strategy. Through appropriate strategies like High Occupancy Transit, High Occupancy Vehicle and dedicated freight lanes, it is possible to increase capacity while maintaining control of congestion.

We are concerned that the preferred strategy will become a "filter" through which more Regional Flex Funds and MTIP money is allocated to non-road projects, or to support projects in particular areas.. We want to be sure that that is not the case, and that the region retains its ability to invest in highway capacity. Moreover, since the preferred strategy and the RTP itself were based on local Transportation Systems Plans, it is important that the region remain committed to the implementation of local plans.

Assure that enhanced transit leaves ample opportunities to innovate with local or supplemental service.

Clackamas County and several of our cities are interested in evaluating the potential to provide a supplemental transit service along the lines of Grove Link, Forest Grove's local service. We want to be sure that the preferred strategy expressly include the opportunity for this kind of innovation and experimentation.

Clackamas County appreciates the opportunity to provide these comments.

Sincerely:

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

John Ludlow
Chair

Jim Bernard
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner

Tootie Smith
Commissioner

October 30, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Construction Contract Change Order between
 the Department of Health, Housing and Human Services and TS Gray Construction
for the Rehabilitation of the Historic Francis Ermatinger House project in Oregon City

Purpose/Outcomes	The project is for a new foundation, external and internal building improvements to upgrade the museum for public use and for application to become part of the National Parks system.
Dollar Amount and Fiscal Impact	CDBG funds (FY 2013) \$ 130,000.00 CDBG funds (FY 2014) \$ 80,000.00 City of Oregon City Funds \$ 439,861.00 Total contract \$ 649,861.00
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds and City of Oregon City funds are involved.
Safety Impact	Improved building safety – public safety
Duration	June 2014 to November 2014
Previous Board Action	All 2013 CDBG projects were approved by the Board of County Commissioners on May 2, 2013 - agenda item 050213-A1
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	H3S 6849

BACKGROUND:

The Housing and Community Development Division of the Health, Housing & Human Services Department request the approval of a construction agreement Change Order with TS Gray Construction for rehabilitation of the Francis Ermatinger House Project. The following changes have been authorized by the City of Oregon City, ARG Architects and Clackamas County Housing and Community Development as fair and reasonable:


Item 1: Additional foundation removal - materials and labor	\$ 6,410.00
Item 2: Additional labor to remove contaminated soil and backfill	\$ 3,137.00
Item 3: Additional concrete stairs – materials and labor	\$ 1,588.00
TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 2 =	+ \$ 11,105.00
Original Contact Price	\$ 547,156.00
Net Change by Previous Change Orders	\$ 1,600.00
Contract Price prior to this Change Order	\$ 638,756.00
Contract Price will be increased by this Change Order	\$ 11,105.00
The new Contract Price including this Change Order will be	\$649,861.00

The Agreement was reviewed and approved by County Counsel on May 27, 2014.

RECOMMENDATION:

Staff recommends that H3S Director Cindy Becker sign the Construction Contract Change Order on behalf of the BCC. Change Order #1 and #2 represents a total of an 18.77% increase to the original construction contract amount.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cindy Becker', with a long horizontal flourish extending to the right.

Cindy Becker, Director

CHANGE ORDER FORM

TS Gray Construction LLC
 12705 SW Herman Road
 Tigard, Oregon 97262

() Contractor
 () ARG Architect
 () H3S Director

Project Name: Ermatinger House Rehabilitation
 Project Address: 619 6th Street
 Oregon City, OR 97045

Change Order No: **2**
 Contract Date: 6/26/14
 NTP Date: 6/30/14
 Change Order Date: 10/02 /14

Project Number: 53322

To: Clackamas County HCD
 2051 Kaen Road, Suite #245
 Oregon City, Oregon 97045

The following changes have been authorized by the City of Oregon City, ARG Architects and Clackamas County Housing and Community Development. Adding Schedule B of Bid. See items 1, 2, 3, ~~4~~ and ~~5~~ of Change Order No. **2**:

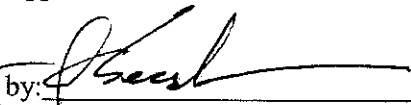
Item 1: Additional foundation removal - materials and labor	\$ 6,410.00
Item 2: Additional labor to remove contaminated soil and backfill	\$ 3,137.00
<u>Item 3: Additional concrete stairs – materials and labor</u>	<u>\$1,588 .00</u>

TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 2 = **+ \$ 11,105.00**

Original Contact Price	\$ 547,156.00
Net Change by Previous Change Orders	\$ 91,600.00
Contract Price prior to this Change Order	\$ 638,756.00
Contract Price will be (increased) (unchanged) by this Change Order	<u>\$ 11,105.00</u>
The new Contract Price including this Change Order will be	\$ 649,861.00

The Contract Time will be increased by this Change Order (25) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is 11/23/14.

Approved:

by: 
 Anthony Seashore, President
 TS Gray Construction LLC.

Approved:

by:  10/13/14
 (date) ARG Architects (date)
 AIA (City of Oregon City Rep)

Approved:

by: _____ (date)
 Cindy Becker, Director of Health,
 Housing & Human Services



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

October 30, 2014

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Regional Disaster Preparedness Organization (RDPO) to establish an intergovernmental agreement to strengthen the region's disaster preparedness, response and recovery capabilities

Purpose/Outcomes	The Intergovernmental Agreement between Clackamas County the RDPO is to establish an intergovernmental organization that is intended to strengthen and coordinate the Region's disaster preparedness, response, and recovery capabilities and enhance its disaster resilience.
Dollar Amount and Fiscal Impact	As a Core Group member of the organization, Clackamas County has agreed to contribute \$30,940 in FY 2014.
Funding Source	Emergency Management General Funds
Safety Impact	Approving this agreement will enhance preparedness, response, and recovery efforts for Clackamas County as well as regional partners for disasters.
Duration	This Agreement will go into effect following its authorization by the governing bodies of the Core Group of Participating Jurisdictions indicated in Section VIII of the Agreement. As a financial contributor to the organization, Clackamas County may withdraw from the Agreement by providing written notice of withdraw no less than 180 days before the withdrawal date.
Previous Board Action	The Board of County Commissioners approved funding of the RDPO in a Study Session on April 29, 2014.
Contact Person	Nancy Bush, Director – Emergency Management - 655-8665
Contract No.	N/A

BACKGROUND:

Clackamas County is in the Portland Area Urban Area Security Initiative (UASI) and has been an active partner in the region since the attacks of 9/11. The Regional Disaster Preparedness Organization (RDPO) is a direct product of the UASI planning and continues to increase preparedness, response, and recovery for disasters.

The Intergovernmental Agreement with the RDPO provides a cooperative working relationship regional preparedness and response activities and increases our ability to respond to disasters in our local communities. County Counsel has approved this agreement as to form.

RECOMMENDATION:

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Nancy Bush, Director

**INTERGOVERNMENTAL AGREEMENT
FOR
REGIONAL DISASTER PREPAREDNESS WITHIN THE
GREATER PORTLAND METROPOLITAN REGION**

This Intergovernmental Agreement (Agreement) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 and Revised Code of Washington (RCW) Chapter 39.34, by and among counties, cities, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington (herein collectively "Participating Jurisdictions"), and supersedes previous agreements for regional emergency management coordination within the aforementioned five-county region (hereinafter the "Region").

RECITALS

WHEREAS ORS 190.010 to 190.030 and RCW Chapter 39.34 authorize units of local government in the states of Oregon and Washington respectively to enter into written agreements with any other unit or units of local government for the performance of any or all functions and activities that any of them has the authority to provide; and

WHEREAS the Participating Jurisdictions desire to cooperate and collaborate beyond statutory requirements to assure that all-hazard disaster preparedness efforts are efficiently coordinated and effectively integrated within the Region; and

WHEREAS this collaboration is intended to engage a range of stakeholders from public safety and other relevant disciplines, other public jurisdictions, non-governmental organizations, the private sector, and other community stakeholders within the Region in building and maintaining regional disaster preparedness capabilities through strategic and coordinated planning, organizing, equipping, training, and exercising; and

WHEREAS increased disaster preparedness in the Region will be achieved by enhancing the ability of jurisdictions to individually, severally, and collectively prevent, protect against, mitigate, respond to, and recover from emergencies and disasters of all sizes and types; and

WHEREAS many of the Participating Jurisdictions entered into the Intergovernmental Agreement for Regional Emergency Management (hereinafter the "REMG IGA") in 2003 to improve the level of disaster and emergency preparedness within the Region.

TERMS AND CONDITIONS

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to establish an intergovernmental organization intended to strengthen and coordinate the Region's disaster preparedness, response, and recovery capabilities and enhance its disaster

resilience. The Agreement also outlines the broad operational, administrative, and financial processes needed to manage and support the organization.

- B. The Agreement does not create a separate intergovernmental or legal entity within the meaning of ORS 190.010 to 190.030 and RCW Chapter 39.34, respectively. Rather, it establishes an organizational structure and processes for guiding, enhancing and coordinating disaster preparedness efforts across the Region. In creating this intergovernmental organization, the Participating Jurisdictions are not vesting it with any power permitted by ORS 190.010 to 190.030 and RCW Chapter 39.34 that is not explicitly included in the terms of this Agreement.
- C. This Agreement supersedes the 2003 REMG IGA.

II. DEFINITIONS

- A. Core Group refers collectively to the group of Participating Jurisdictions that contribute funds to cover the RDPO's core operating and administration costs, as set forth in section VIII of this Agreement.
- B. Core Operating and Administration Costs refers to the salary, benefits, office, travel, training, and other costs associated with supporting a full-time RDPO Manager.
- C. Financial Activities include establishing the contribution amounts and allocation formulas noted in section VIII of this Agreement; approving grant applications, budgets and expenditures; and allocating, reallocating, and/or reprogramming grant and other funds contributed or made available to the organization.
- D. Fiscal Year (FY) is the twelve-month period beginning on July 1 and ending on June 30.
- E. Lead Administrative Agency (LAA) is the Participating Jurisdiction selected to support the organization's personnel, administrative, and fiscal operations as outlined in section VI of this Agreement.
- F. Participating Jurisdictions are the counties, cities, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington that sign this Agreement.
- G. Portland Urban Area has the same geographic meaning as the word Region but represents the local area benefitting from the U.S. Department of Homeland Security's Urban Areas Security Initiative grant program.

- H. RDPO Manager refers to the position or person responsible for managing and coordinating the work of the RDPO as outlined in section V of this Agreement.
- I. Region is the geographic area encompassing Clackamas, Columbia, Multnomah, and Washington counties in Oregon and Clark County in Washington.
- J. Service Level Agreement (SLA) is an agreement between the RDPO and the Lead Administrative Agency (LAA) outlining the responsibilities of the LAA, the obligations of the RDPO as it pertains to its relationship with the LAA, and the mutual understandings between the LAA and the RDPO.
- K. State Administrative Agency (SAA) refers to the Oregon state agency responsible for administering homeland security grants including the Urban Areas Security Initiative grant.

III. REGIONAL DISASTER PREPAREDNESS ORGANIZATION

- A. The Participating Jurisdictions hereby create a disaster preparedness organization responsible for developing, maintaining, and implementing a regional disaster preparedness vision, strategy, work plan, and process. The organization shall be known as the REGIONAL DISASTER PREPAREDNESS ORGANIZATION (RDPO). The RDPO provides a forum and structure for advancing regional disaster preparedness coordination and enhancing the Region's disaster-related capabilities. It also provides a mechanism for pursuing and managing homeland security, emergency management, and other preparedness-related grant funds made available to the Region.
- B. The RDPO replaces the Regional Emergency Management Group (REMG), which was established initially in 1993 and reaffirmed in 2003, and incorporates the organization and processes created in 2003 to manage the Urban Areas Security Initiative (UASI) grant awarded to the Portland Urban Area.

IV. MEMBERSHIP

- A. Eligibility:
 - 1. All counties, cities, regional governments, and special districts within Clackamas, Columbia, Multnomah, and Washington counties in Oregon, and Clark County in Washington, are eligible to be members of the RDPO.
 - 2. State and federal agencies, non-governmental and private sector organizations, and intergovernmental organizations formed under ORS

190 in Oregon or RCW39.34 in Washington operating in the Region with a stake in disaster preparedness are also eligible to be members of the RDPO.

B. Membership Types:

1. Contributing Member: Participating Jurisdictions and other member organizations that make a financial contribution per section VIII of this Agreement.
2. Non-Contributing Member: Participating Jurisdictions and other member organizations that do not make a financial contribution per section VIII of this Agreement.

C. Privileges and Voting Rights

Consistent with specific provisions of this Agreement and policies adopted pursuant to this Agreement:

1. Contributing members have the right to vote on all organizational activities.
2. Non-contributing members have the right to vote on all organizational activities with the exception of financial activities as defined in section II of this Agreement.

V. ORGANIZATIONAL STRUCTURE

The work of the RDPO is conducted and coordinated through a well-defined structure of committees, discipline work groups, and cross-discipline task forces.

A. Policy Committee:

1. The Policy Committee is the governing body of the RDPO and is comprised of elected officials and chief executive officers from Participating Jurisdictions and other member organizations. The Policy Committee composition includes:
 - a. An elected official from the City of Portland;
 - b. An elected official from each of the Region's five counties;
 - c. An elected official from every other Participating Jurisdiction whose governing body is comprised of elected officials;
 - d. The chief executive officer of every other Participating Jurisdiction whose governing body is not comprised of elected officials; and
 - e. The chief executive officer of any other member organization that makes a financial contribution as indicated in section VIII of this Agreement (i.e., contributing member).
2. Each Participating Jurisdiction and other member organizations with a seat on the Policy Committee is responsible for selecting its representative to the Committee.

3. Notwithstanding the requirements of section X of this Agreement, the composition of the Policy Committee may be expanded by a two-thirds vote of the Committee.
4. The representative from each contributing member organization has the right to vote on all matters before the Committee. Representatives from non-contributing member organizations may participate in all Committee discussions and deliberations but may not vote on matters related to the RDPO's financial activities. They may, however, vote on all other matters before the Committee.
5. The Policy Committee is responsible for:
 - a. Providing political leadership to develop and promote a unified regional vision and strategy for disaster preparedness and to establish and operate a sustainable regional disaster preparedness organization;
 - b. Providing political leadership to promote the development, adoption, and implementation of regional disaster preparedness policies;
 - c. Approving selection of the Lead Administrative Agency (LAA) and approving the Service Level Agreement between the RDPO and the LAA outlining the rights and obligations of both parties;
 - d. Approving budget, grant, contracting, and other financial procedures, which define organizational roles, responsibilities, and authorities for management of funds contributed to the RDPO or awarded to the Region and managed by the RDPO;
 - e. Adopting such other policies and procedures as are necessary to ensure effective Committee and organizational operations and administration; and
 - f. Reviewing the efficacy of the RDPO and this Agreement on an ongoing basis.

B. Steering Committee:

1. The Steering Committee is comprised of senior executives from Participating Jurisdictions and other member organizations and includes both organizational and discipline-specific representatives. The Steering Committee composition includes:
 - a. A representative from the City of Portland;
 - b. A representative from each of the Region's five counties;
 - c. A representative of every other Participating Jurisdiction;
 - d. A representative of any other member organization that makes a financial contribution as indicated in section VIII of this Agreement (i.e., contributing member);
 - e. When not already represented on the Committee, a representative from each of the following disciplines – fire, law enforcement, public works; emergency management, public safety communications, public health, and healthcare;
 - f. A non-governmental organization representative;

- g. A private sector utility representative;
 - h. A private sector industry representative; and
 - i. Up to two at-large representatives.
2. Each Participating Jurisdiction and other member organization with a seat on the Steering Committee is responsible for selecting its representative to the Committee. Discipline-specific representatives are selected by leaders of the respective disciplines from across the Region, according to the Steering Committee's policies and procedures. The Steering Committee is responsible for selecting representatives to fill the non-governmental, private sector utility, private sector industry, and at-large positions on the Steering Committee.
 3. Notwithstanding the requirements of Section X, the composition of the Steering Committee may be expanded by a two-thirds vote of the Policy Committee.
 4. The representative from each contributing member organization has the right to vote on all matters before the Committee. Representatives from non-contributing member organizations may participate in all Committee discussions and deliberations but may not vote on matters related to the RDPO's financial activities. They may, however, vote on all other matters before the Committee.
 5. The Steering Committee is responsible for:
 - a. Developing and updating the regional strategy and associated priorities for regional disaster preparedness;
 - b. Endorsing the work plan and funding plan developed by the Program Committee and providing oversight to Program Committee implementation of the plans;
 - c. Reviewing and acting on grant applications and projects/budgets consistent with the roles, responsibilities, and authorities defined in organizational policies and procedures;
 - d. Assisting the LAA in the recruitment and performance management of the RDPO Manager;
 - e. Reviewing and approving the policies and procedures of all committees and work groups, except those of the Policy Committee, which approves its own.
 - f. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective Committee and organizational operations and administration; and
 - g. Monitoring and evaluating the overall effectiveness of the RDPO and recommending/making strategic or organizational changes as appropriate.

C. Program Committee:

1. The Program Committee is comprised of the chairs of the RDPO's Discipline Work Groups (DWGs), and a separate chair and vice chair drawn from the DWGs and elected by the Committee. The Committee also includes the chairs of all chartered RDPO task forces; a representative of the RDPO's Grants and Finance Committee, a representative of the State Administrative Agency, and RDPO staff.
2. The Program Committee Chair and Vice Chair and the Discipline Work Group chairs have the right to vote on all matters before the Committee. Other Program Committee representatives may participate in Committee discussions and deliberations but may not vote.
3. The Program Committee is responsible for:
 - a. Developing the annual work plan and associated funding plan to operationalize the regional strategy;
 - b. Chartering task forces, as needed, to implement the work plan and oversee task force progress;
 - c. Reviewing and acting on grant applications and projects/budgets consistent with the roles, responsibilities, and authorities defined in organizational policies and procedures;
 - d. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective Committee operations and administration; and
 - e. Conducting periodic program assessments and capability reviews that contribute to developing strategic priorities for the Region.

D. Discipline Work Groups:

1. Discipline Work Groups (DWGs) are comprised of staff from Participating Jurisdictions and other member organizations.
2. The core DWGs of the RDPO are the:
 - a. Emergency Management Work Group,
 - b. Fire and Emergency Medical Services Work Group,
 - c. Law Enforcement Work Group,
 - d. Marine and Civil Aviation Work Group,
 - e. Portland Dispatch Center Consortium (serving as the Public Safety Communications Work Group),
 - f. Public Health Work Group,
 - g. Northwest Hospital Emergency Managers Group (serving as the Health and Medical Work Group),
 - h. Public Information Officers Work Group,
 - i. Public Works Work Group,
 - j. Transit Work Group, and
 - k. Animal Multi-Agency Coordination Group.

3. Additional DWGs may be added subject to Program Committee and Steering Committee approval.
4. The DWGs are responsible for:
 - a. Implementing the regional strategy and work plan by executing priority initiatives and projects;
 - b. Providing expert advice to the Program Committee on regional capabilities, strategic needs and priorities, and recommended initiatives, policies, and procedures;
 - c. Developing coordinated, multi-agency approaches;
 - d. Providing group members to serve on task forces chartered by the Program Committee;
 - e. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective work group operations and administration; and
 - f. Monitoring and reporting on the progress of assigned work.

E. Task Forces:

1. Task Forces are multi-discipline bodies comprised of representatives drawn from RDPO Discipline Work Groups. Other representatives from within and outside of the organization may participate in task force activities to provide appropriate subject matter expertise.
2. Task Forces are responsible for:
 - a. Implementing the regional strategy and work plan by executing assigned projects;
 - b. Providing expert advice to the Program Committee on regional capabilities, strategic needs and priorities, and recommended initiatives, policies, and procedures;
 - c. Developing coordinated, multi-discipline approaches;
 - d. Developing, and adopting where appropriate, such other policies and procedures as are necessary to ensure effective task force operations and administration; and
 - e. Monitoring and reporting on the progress of assigned work.

F. Grants and Finance Committee:

1. The Grants and Finance Committee (GFC) is comprised of financial staff from Participating Jurisdictions and other member organizations. At a minimum, the Committee will include representatives from the Lead Administrative Agency, the City of Portland, each of the Region's five counties, any other contributing member, and the State Administrative Agency. Other representatives may be added to the Committee as necessary and appropriate for the oversight of funds contributed to or managed by the RDPO.

2. Each Participating Jurisdiction and other member organization with a seat on the GFC is responsible for selecting its representative to the Committee.
 3. The representatives from the Lead Administrative Agency and each contributing member organization have the right to vote on all matters before the Committee. All other representatives may participate in Committee discussions and deliberations but may not vote on matters related to the RDPO's financial activities. They may, however, vote on all other matters before the Committee.
 4. The Grants and Finance Committee is responsible for:
 - a. Assisting with the development, analysis, and implementation of organizational funding methodologies and allocation models;
 - b. Developing, guiding, and monitoring the implementation of grant administration and other fund expenditure procedures including those for grant reallocations and reprogramming;
 - c. Reviewing detailed budgets for new projects, amendments, and reallocations for compliance with applicable local, state, and federal requirements;
 - d. Monitoring the financial performance of approved projects and initiatives and addressing issues with appropriate actions;
 - e. Advising RDPO task forces, work groups, and committees on grant guidance and compliance matters; and
 - f. Reviewing and disseminating compliance and other financial management guidance, delivering training, and providing technical support as necessary to ensure organizational compliance with federal, state, local, and LAA requirements.
- G. Policies and Procedures: All RDPO committees, work groups, and task forces will, at a minimum, adopt policies and procedures to address membership; leadership structure and term limits; decision-making and voting, including quorum, proxy representation, and voting methods; and conflict resolution.
- H. RDPO Manager and Other Staff: Operation and administration of the RDPO and implementation of its work plan is facilitated by the RDPO Manager and such other staff as are appropriate and supportable with funds contributed to the organization and/or awarded to the Region and managed by the organization.
1. RDPO Manager: The work of the RDPO is managed and coordinated by the RDPO Manager. The Manager is an employee of and is housed by the LAA unless otherwise arranged by the RDPO Steering Committee. Funding to cover the Manager's costs (e.g., salary, benefits, office, training, travel, etc.) is derived from contributions made by a core group of Participating Jurisdictions as indicated in section VIII of this

Agreement. The Manager's primary duties, which are directed by the Steering Committee, are to:

- a. Facilitate the effective, coordinated operation of the RDPO, including its committees, work groups, and task forces, and the organizational culture needed to sustain it;
 - b. Support the work of the Policy, Steering, and Program Committees, including scheduling, planning, facilitating, and contributing to planning processes and work products, as needed;
 - c. Support the Policy, Steering, and Program Committee chairs;
 - d. Proactively develop and manage relationships that contribute to the Regional Disaster Preparedness Organization's effectiveness;
 - e. Support leadership development and succession planning for the Policy, Steering, and Program Committees; and
 - f. Maintain, manage, and share quality/timely information among the various committees, work groups, and task forces within the organization and among interested stakeholders.
2. Regional Staff: The work of the RDPO may be supported by additional regional staff. These staff will be employees of the LAA and serve at the pleasure of the RDPO Manager and LAA, and will be housed by the LAA unless otherwise arranged by the Steering Committee. Funding for the regional staff is derived from grants, Participating Jurisdictions, and/or other members as indicated in section VIII of this Agreement. Duties of the regional staff include:
- a. Supporting the work of the Policy, Steering, and Program Committees, work groups, and task forces including scheduling, planning, facilitating, and contributing to work products, as assigned;
 - b. Liaising with work groups and task forces to foster effective information flow and substantive input, as assigned;
 - c. Supporting work group and task force chairs;
 - d. Drafting task force and project charters;
 - e. Assisting with project implementation and project-related reporting; and/or
 - f. Assisting with management and oversight of funding designated for the organization.

VI. LEAD ADMINISTRATIVE AGENCY

- A. The Lead Administrative Agency (LAA) is a Participating Jurisdiction selected by the Policy Committee to support the organization's personnel, administrative, and fiscal operations. For the initial period of this Agreement, the City of Portland is the LAA.
- B. The LAA is responsible for:
 1. Hiring, terminating and supervising the RDPO Manager, in consultation with the RDPO Steering Committee;

2. Hiring and terminating the other RDPO staff, in consultation with the RDPO Manager, who directly supervises these staff, and the Steering Committee, as appropriate;
 3. Serving as the Grant Administrative Agency and fiscal agent for grant and others funds contributed to, awarded to, or otherwise managed by the RDPO; and
 4. Developing and implementing agreements, policies, and procedures governing contracting, procurement, grant administration, asset management, and other fiscal activities in concert with the Grants and Finance Committee.
- C. The responsibilities of the LAA, the obligations of the RDPO as it pertains to its relationship with the LAA, and the mutual understandings between the LAA and the RDPO will be spelled out in a Service Level Agreement (SLA) negotiated between the two parties.
- D. The Policy Committee may change the LAA at any time by majority vote of the contributing members of the Policy Committee, consistent with the terms of the Service Level Agreement. The Policy Committee will also select a new LAA if the current LAA withdraws. If the Policy Committee decides to change the LAA, it will provide sufficient notice to both the current and new LAAs to allow time to mutually agree to reemployment of some or all RDPO staff consistent with any applicable collective bargaining agreement, personnel policy, or state law.
- E. The obligation of the LAA to perform the functions set forth in this Agreement and the Service Level Agreement is contingent upon, and directly related to, the amount of funds contributed to the RDPO or secured through grants or other sources.

VII. OPERATING GUIDELINES

- A. Individually, each Participating Jurisdiction agrees to:
1. Adopt and implement the National Incident Management System (NIMS) and Incident Command System (ICS) in a manner consistent with the jurisdiction's size and functional responsibilities.
 2. Pursue development and maintenance of an effective disaster preparedness program, which includes the following elements as applicable to the jurisdiction's functional responsibilities:
 - a. A functional Emergency Operations Center (EOC), Emergency Coordination Center (ECC), or Department Operations Center (DOC);
 - b. A multi-hazard Emergency Operations Plan (EOP);
 - c. A Continuity of Operations (COOP) Plan;
 - d. Mutual aid agreements;

- e. Interoperable and redundant communication systems;
 - f. Trained staff and exercised plans, equipment, facilities, and staff; and
 - g. Community disaster preparedness education activities.
- B. Collectively, the Participating Jurisdictions agree to:
- 1. Develop and pursue implementation of a regional disaster preparedness strategy that outlines the RDPO's long-term vision and direction for increasing and maintaining regional preparedness capabilities and mitigating risk.
 - 2. Develop, adopt, and implement a biennial work plan and budget detailing the purposeful actions to operationalize the regional strategy.

VIII. RDPO FUNDING

- A. Core Operating and Administration Costs: Funding for the RDPO's core operating and administration costs as defined in Section II of this Agreement is derived from contributions made by a core group of Participating Jurisdictions who are asked to fund these costs. Those jurisdictions include the City of Portland, the Region's five counties, the Portland area metropolitan service district (Metro), the Tri-County Metropolitan Transportation District of Oregon (TriMet), and the Port of Portland. The jurisdictions who contribute to the core operating and administration costs are known collectively as the "Core Group".
- B. Work Plan Implementation Costs:
- 1. Funding necessary for execution of the regional work plan may be derived from:
 - a. Additional funds contributed by the Core Group of Participating Jurisdictions;
 - b. Funds contributed by other member organizations; and
 - c. Grants awarded to the LAA or another jurisdiction in the Region in support of the RDPO's work.
 - 2. Funding made available for execution of the regional work plan will, to the extent practical, be allocated to the Region's highest priority projects or, in the case of grant funding, to specific projects linked to the grant award.
- C. Method:
- 1. The core operating and administration costs and the method for allocating those costs among the Core Group of Participating Jurisdictions will be determined annually as part of the budget process and may be based on proportionality or any other method approved by the Policy Committee and agreed to by the Core Group of Participating Jurisdictions.

2. A member organization other than one of the Core Group of Participating Jurisdictions may become a contributing member by making a financial contribution of an amount established by the Policy Committee
- D. Payments: The LAA will invoice all contributing members based on the amounts and allocations approved by the Policy Committee and the funding commitments made by the members. The invoices will be distributed during the month of July for the new fiscal year. Payments are due within 45 days of receipt of invoice unless other arrangements are made with the LAA.

IX. EFFECTIVE DATE, DURATION, TERMINATION, WITHDRAWAL, AND DISPOSITION OF ASSETS

- A. Effective Date: This Agreement will go into effect following its authorization by the governing bodies of the Core Group of Participating Jurisdictions indicated in section VIII of this Agreement.
- B. Termination: This Agreement will remain in effect until it is superseded or until the Core Group of Participating Jurisdictions unanimously agrees to terminate its terms.
- C. Withdrawal:
1. A Participating Jurisdiction that is making a financial contribution to the organization may withdraw from this Agreement by providing written notice of its intent to withdraw to all other Participating Jurisdictions no less than 180 days before the intended withdrawal date. If the intended withdrawal date is not the end of the RDPO's fiscal year (i.e., June 30), the remaining funding obligation of the withdrawing jurisdiction will be determined by the Policy Committee at the time the notice is provided.
 2. A Participating Jurisdiction that is not making a financial contribution to the organization may withdraw at any time by providing 30 days written notice of its intent to withdraw to all other Participating Jurisdictions.
- D. Disposition of Assets:
1. Any assets held by the RDPO upon its termination shall, within a reasonable time, be divided pro rata among the Participating Jurisdictions, based on the contribution of each Participating Jurisdiction to the funding of the RDPO under Section VIII of this Agreement.

X. AMENDMENTS

- A. Proposed amendments to this Agreement shall be approved by two-thirds vote of the Policy Committee and must be subsequently approved by each of the Participating Jurisdiction's governing bodies.

B. Unless otherwise stated in the amending language, amendments to this Agreement will go into effect following their authorization by the governing bodies of the Core Group of Participating Jurisdictions as identified in section VIII of this Agreement.

XI. ADDITIONAL JURISDICTIONS

Any jurisdiction not a party to this Agreement at the time it becomes effective may become a party by first notifying the Policy Committee and then securing approval of the terms in this Agreement and any accompanying amendments from its governing body.

XII. NON-EXCLUSIVE

Participating Jurisdictions may enter into subsequent separate agreements for disaster preparedness with any other jurisdiction to the extent not inconsistent with the terms of this Agreement.

XIII. MERGER

This Agreement contains the entire agreement among the Participating Jurisdictions on this matter. It supersedes all prior written or oral discussions or agreements concerning the rights and responsibilities of the Participating Jurisdictions on this matter.

XIV. RESPONSIBILITY FOR ACTS

Each of the Participating Jurisdictions shall be solely responsible for its own acts and the acts of its employees and officers under this Agreement. No Participating Jurisdiction shall be responsible or liable for consequential damages to any other Participating Jurisdiction arising out of the performance of the terms and conditions of this Agreement.

XV. INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act, the Oregon Constitution, Title 4 RCW, and the Washington Constitution, each Participating Jurisdiction also agrees to hold harmless, defend, and indemnify each other Participating Jurisdiction, including its officers, employees, and agents, from and against all claims, actions or suits of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney fees resulting from or arising out of the acts of its officers, employees or agents under this Agreement.

XVI. DISPUTES

Any dispute as to the interpretation of this Agreement between two or more of the Participating Jurisdictions will be resolved by a two-thirds vote of the Policy Committee.

XVII. SEVERABILITY

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

XVIII. INTERPRETATION

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of the Agreement and shall not be construed for or against any party by reason of authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

XIX. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) who is/are duly authorized to execute this Agreement on behalf of the governing body of the below-named unit of local government.

CLACKAMAS COUNTY, OREGON

Date: _____

By _____
John Ludlow, Chair
Board of Clackamas County Commissioners

Approved as to Form

By  _____
Clackamas County Counsel

ATTEST:

By _____
Clackamas County Recording Secretary

Approval of Previous Business Meeting Minutes:

October 9, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, October 9, 2014 – 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

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

1. Carol Mastronade, Milwaukie – Representing Jennings Lodge CPO – supports a park at the property on River Road.
2. Dave Adams, Stafford Hamlet – spoke regarding the Hamlet election.
3. Maryanna Moore, Gladstone – construction at Oakfield Road and Park Ave.
4. Les Poole, Gladstone – Trimet, Trolley Trail, Light Rail, Metro.

II. PRESENTATION

1. Update Presentation on the Canby Ferry Centennial Celebration - 1914-2014
Barb Cartmill, Department of Transportation and Development presented the staff report and presented a short video.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement No. 146558 with the State of Oregon
Department of Human Services, Seniors and People with Disabilities Division for Pilot
Project Funding to Evaluate Ride Sharing Applications – *Social Services*
2. Approval of a Revenue Intra-Agency Agreement with Clackamas County Social Service
Division for Access to the Anasazi Software – *Health Centers*

B. Department of Emergency Management

1. Approval of Fiscal Year 2014 Emergency Management Performance Grant with the State of Oregon

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

V. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No. 1 to the Agreement between Clackamas Service District No. 1 and PLACE Studio, LLC for Landscape Design to the Kellogg Good Neighbor Committee

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:17 AM

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

www.clackamas.us/bcc/business.html



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

October 30, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Consulting Services for Engineering Design and Construction Plans for the Otty Street Realignment Project

Purpose/Outcomes	This contract will provide funding for engineering design and construction plans for the realignment of Otty Street to the intersection of 82 nd Avenue and Otty Road
Dollar Amount and Fiscal Impact	The maximum contract value is \$646,638.43, which includes a contingency of \$66,621.46 in the event additional signal design, permitting or right of way services are needed.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved.
Safety Impact	The realignment of Otty Road to the signalized intersection will provide safer accesses to 82 nd Avenue and improve east/west connectivity for area residents. Sidewalks, bike lanes and street lighting are included in the project.
Duration	The contract will terminate on June 30, 2016. The extended timeframe is a result of environmental permitting and right of way acquisition requirements.
Previous Board Action	The Board of County Commissioners previously approved moving forward with this project, as recommended by the Clackamas Regional Center Working Group, at a Study Session on February 3, 2014.
Contact Person	David Queener, Senior Project Planner, Clackamas County Development Agency – (503) 742-4322

BACKGROUND

The Clackamas Regional Center (CRC) Working Group evaluated many potential projects that could encourage economic growth, foster a healthier community, provide safe and efficient travel options, and improve circulation and connections for all forms of travel in the Clackamas Regional Center area. The realignment of Otty Street to the intersection of 82nd Avenue and Otty Road met these criteria and was considered a high priority by the Working Group.

The Board reviewed and evaluated the CRC Working Group's recommended Work Program and directed staff to move forward with design and construction of the Otty Street realignment.

This contract will prepare roadway design plans, specifications and cost estimates for improvements that will include a new roadway with bike lanes, sidewalks, landscaping and street lighting. Specific elements of the contract include project management, public involvement, traffic engineering, environmental permitting and right of way services.

Staff solicited qualified consultants for this project under a Request for Qualifications. Four proposals were received and Harper Houf Peterson Righellis (HHPR) was selected as the highest rated firm. Further negotiations were required with HHPR to refine the scope of work and negotiate a total fee not to exceed \$646,638.43. The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

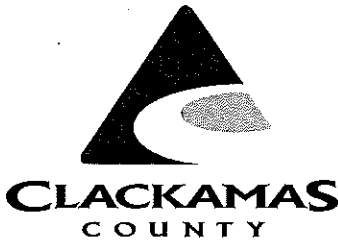
Staff recommends the Board approve and sign the contract with Harper Houf Peterson Righellis, Inc. for consulting services for engineering design and construction plans for the Otty Street realignment project.

Respectfully submitted,

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

Dan Johnson
Development Agency Manager

Placed on the October 30th, 2014 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

October 30, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **October 30, 2014**, this contract with Harper Houf Peterson Righellis Inc. for **Consulting Services for Engineering Design and Construction Plans for the Otty Street Realignment Project**. This project was requested by David Queener, Project Manager and was publicly advertised in accordance with ORS 279. Twenty-six proposal packets were requested and sent out with four proposal responses received: Cardno, Harper Houf Peterson Righellis, OBEC Consulting Engineers, and Otak. A selection panel reviewed and evaluated the Request for Qualifications based on the selection criteria outlined in the RFQ documents. Harper Houf Peterson Righellis Inc was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$646,638.43. The contract term is from contract execution through June 30, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 450-6600-00-481200-30002 for fiscal years 2013/2014, 2014/2015, and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff