



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Requesting Approval of an Amendment to the Intergovernmental Agreement (IGA) No. 31,849 between the Clackamas County Sheriff's Office (CCSO) and the Oregon Department of Transportation (ODOT) related to Sno-Park Parking Permit Enforcement.

Purpose/Outcome	This IGA amendment covers parking permit enforcement under ORS811.590 at designated Sno-Parks. This amendment extends the agreement to August 31, 2024, and increases the reimbursable amount to \$8,280.00 per winter season
Dollar Amount and Fiscal Impact	\$8,280 per fiscal year for FY2022-23 and FY2023-24
Funding Source	ODOT is the source of funds for this agreement
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
Duration	Amendment begins on the date all signatures are obtained and terminates on August 31, 2024
Previous Board Action/Review	The Board of County Commissioners approved the original IGA on December 19, 2016
Procurement Review	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> Not applicable 2. <i>If no, provide a brief explanation:</i> Item is an IGA
Contact Person	Nancy Artmann, nartmann@clackamas.us
Contract No.	31,849

BACKGROUND:

This amendment increases funding and adds additional years to the original agreement. Allowing CCSO to provide patrol enforcement under the provisions of ORS811.590 regarding the "unlawful parking in winter recreation areas," as designated by the Oregon Transportation Commission, known as Sno-Parks. Services shall begin with the opening of the winter recreation areas no earlier than November 1st, and conclude on April 30 or the closing of the winter recreation areas, whichever is first.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners signs and approves this amendment between the Clackamas County Sheriff's Office and the Oregon Department of Transportation.

Respectfully submitted,

Jenna Morrison,
Chief Deputy

**Intergovernmental Agreement
Clackamas County
Sno-Park Parking Permit Enforcement
Amendment No. 02**

The State of Oregon, acting by and through its Department of Transportation, hereinafter called "State", and Clackamas County, acting by and through its elected officials, hereinafter called "County", entered into an Agreement on January 10, 2017 and as subsequently amended. Said Agreement covers reimbursement for enforcement of the provisions of ORS 811.590, "unlawful parking in winter recreation parking areas".

It has now been determined by State and County that the Agreement referenced above, shall be amended to add time, increase the patrol hours and maximum reimbursement per winter season and update the County contact information.

1. **Effective Date**. This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement**.

a. **Terms of Agreement, Paragraph 2 which reads:**

Payment for said services shall not exceed a maximum amount of \$92.00 per hour patrolled with a maximum not to exceed \$6,750.00 per winter season in state funds. Said maximum amount shall include reimbursement for all expenses.

Shall be deleted in its entirety and replaced with the following:

Payment for said services shall not exceed a maximum amount of \$92.00 per hour patrolled with a maximum not to exceed \$8,280.00 per winter season in state funds. Said maximum amount shall include reimbursement for all expenses.

b. **Terms of Agreement, Paragraph 4 which reads:**

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on August 31, 2022, on which date this agreement automatically terminates unless extended by a fully executed amendment.

Shall be deleted in its entirety and replaced with the following:

The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on August 31, 2024, on which date this agreement automatically terminates unless extended by a fully executed amendment.

c. **County Obligations, Paragraph 1 which reads:**

County shall provide approximately 73 hours enforcing the provisions of ORS 811.590 in the Sno-Parks listed in Exhibit "A" during the winter season. Efforts will be focused on high use periods such as weekends, state holidays, and other heavy use periods from mid-day to early evening. The patrols hour include travel time from the nearest duty station to the Sno-Parks. Patrols may be determined by County to provide cost effective and efficient enforcement, within the terms of the Agreement. Such patrols should be varied to encourage as much compliance with ORS 811.590 as possible.

Shall be deleted in its entirety and replaced with the following:

County will provide approximately 90 hours enforcing the provisions of ORS 811.590 in the Sno-Parks listed in Exhibit "A" during the winter season. Efforts will be focused on high use periods such as weekends, state holidays, and other heavy use periods from mid-day to early evening. The patrols hour include travel time from the nearest duty station to the Sno-Parks. Patrols may be determined by County to provide cost effective and efficient enforcement, within the terms of the Agreement. Such patrols should be varied to encourage as much compliance with ORS 811.590 as possible.

d. County Obligations, Paragraph 4 which reads:

County shall keep accurate cost accounting records. County shall submit invoices for periods of not less than one-month duration directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project and include the dates and total hours per day patrolled, the Sno-Park name(s), and the number of vehicles checked and number of Sno-Park parking permit citations issued per Sno-Park. The final invoice for each winter season shall be presented no later than June 1st of each year. Failure to present invoices in proper form by June 1 shall constitute a waiver on the part of the County to present such claims thereafter and to receive payment therefore.

Shall be deleted in its entirety and replaced with the following:

County shall keep accurate cost accounting records. County shall submit invoices for periods of not less than one-month duration directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project and include the dates and total hours patrolled for the invoice period. Each invoice will including supporting information that describes the total hours patrolled per day and for each Sno-Park patrolled, the Sno-Park name, with the date patrolled, the number of vehicles checked, and the number of Sno-Park parking permit citations issued. The final invoice for each winter season shall be presented no later than June 30 of each year. Failure to present invoices in proper form by June 30 shall constitute a waiver on the part of the County to present such claims thereafter and to receive payment therefore.

e. County Obligations, Paragraph 13 which reads:

County's Project Manager for this Project is the Captain James Rhodes, Patrol Division Commander, 2223 Kaen Road, Oregon City OR 97045; 503-785-5002; email: jimrho@co.clackamas.or.us. County shall notify State in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

County's Project Manager for this Project is the Lt. Marcus Mendoza, 2223 Kaen Road, Oregon City OR 97045; 503-969-0230; email: mmendoza@clackamas.us. County shall notify State in writing of any contact information changes during the term of this Agreement.

f. **State Obligations, Paragraph 1 which reads:**

In consideration for the services performed, State agrees to pay County within forty-five (45) days of receipt by State of the Project invoice up to \$92.00 per hour patrolled up to a maximum amount of \$6,750.00 per winter season. Said maximum amount shall include reimbursement for all expenses.

Shall be deleted in its entirety and replaced with the following:

In consideration for the services performed, State agrees to pay County within forty-five (45) days of receipt by State of the Project invoice up to \$92.00 per hour patrolled up to a maximum amount of \$8,280.00 per winter season. Said maximum amount shall include reimbursement for all expenses.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. County certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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.

STATE OF OREGON, by and through its
Department of Transportation

Maintenance and Operations Engineer

Date _____

CLACKAMAS COUNTY, by and through its
elected officials

By _____

Title _____

Date _____