

CLACKAMAS C800 RADIO GROUP

BOARD OF DIRECTORS MEETING AGENDA

January 20, 2016 / 10:30AM

Meeting to be held at: **Clackamas County Public Services Building (PSB)**

2051 Kaen Rd. Oregon City, OR 97045 / Room 369A

Call In 800-704-9804 / Access Code: 345832#

1. Call the Board of Directors Meeting to Order - Chair Leslie Taylor
2. Roll Call of Partners:

a. City of Canby	g. City of West Linn	m. Sandy Fire District
b. City of Gladstone	h. Boring Fire District	n. Tualatin Valley Fire & Rescue
c. City of Lake Oswego	i. Canby Fire District	o. Clackamas County Sheriff
d. City of Molalla	j. Clackamas County Fire District #1	p. Clackamas County Health
e. City of Oregon City	k. Estacada Fire District	
f. City of Sandy	l. Molalla Fire District	
3. *Approval of Minutes of: December 16, 2015 Board Meeting
4. Public Comment
5. Communications
6. Financial Report- John Hartsock
7. Committee Reports
 - a. Technical - John Hartsock
8. Old Business: (* Action Item)
 - a. System Management: Ron Polluconi
 - b. Expansion of East County System - Estacada/Molalla - Ron Polluconi
 - c. System Upgrade/Replacement - John Hartsock
 - i. Project Education - John Hartsock
 - ii. Microwave Upgrade Status - Ron Polluconi / John Hartsock
 - iii. Define 50% of Subscriber's in Bond - John Hartsock
 - d. *J Hartsock Contract Review - Leslie Taylor
9. New Business: (* Action Item)
 - a. *Election of Officers - Chair Chief Fred Charlton / 1st Vice Chair - Captain James Rhodes / 2nd Vice Chair - to be elected
 - b. 2016 Budget Process / Appoint John Hartsock Budget Officer
 - c. *Award of contract for a communications tower for the Sawtell site / John Hartsock
 - d. C800 Web Site review / John Hartsock
 - e. *Formation of an Executive Committee / John Hartsock
 - f. Board Meeting Frequency / Leslie Taylor
 - g. **Next Board Meeting - March 16, 2016 10:30A @ Public Services Building Rm 369A**
10. Open Agenda
11. Adjournment

CLACKAMAS 800 RADIO GROUP

BOARD MEETING

Meeting Minutes of the December 16, 2015 Board Meeting

Meeting held at: Clackamas County Public Services Building Oregon City, OR

1. The C800 Board Meeting was called to order at 10:30am by Leslie Taylor

2. The following were in attendance:

- City of Canby / Chief Bret Smith
- City of Gladstone / Chief Stan Monte / Acting Chief Jeff Jolly
- City of Lake Oswego / Leslie Taylor
- City of Molalla / Chief Rod Lucich
- City of Oregon City / Chief Jim Band
- Boring Fire District / Chief Ryan Hari
- Canby Fire District / Chief Jim Davis
- CCFD#1 / Chief Fred Charlton
- Estacada Fire District / Richard Anderson
- Sandy Fire District / Chief Phil Schneider
- Clackamas Co Sheriff / Captain James Rhodes
- Clackamas County Health / Larry McDaniels
- City of Milwaukie / Chief Steve Bartol
- Colton Fire District / Chief Gary Anderson
- CCOM / Bob Cozzie / Cheryl Bledsoe /
- Clackamas County / Laurel Butman
- Day Wireless / Jamie Sanderson
- WCCCA / Ron Polluconi / Mike Fletcher
- Eileen Eakins - Legal Counsel
- John Hartsock - Staff

3. Approval of Minutes of: September 9, 2015 and the October 21, 2015 Board Meeting - A motion was made by Fred Charlton and seconded by Jim Band to approve the minutes as presented. A unanimous vote was cast in favor.

4. Public Comment - None

5. Communications - None

6. The Chair, Leslie Taylor, called for an executive session in accordance with ORS 193.660(2)(f) to discuss a letter from legal counsel Eileen Eakins.

7. Financial Report- The October 2015 financial report was included in the packet and the November 2015 financial report was provided at the meeting. John advised that there were no unusual matters to disclose and we were tracking on the approved budget for FY 15-16.

8. Committee Reports

- a. Technical - John Hartsock advised that the committee met on December 8, 2015. Topics discussed were the system outage on Sept 2, 2015 and

subsequent corrective matters. Review of the dish alignment issue on the microwave system at Goat Mtn to Timberline. Comments concerning the Brightwood / Linhart microwave issues with interference from trees and the need to elevate the Linhart dish. Estacada - Sawtell radio additions / system replacement planning / and use of national interoperability channels.

9. Old Business:

- a. System Management - Leslie requested an update on the Lake Oswego City Hall antenna reinforcement which Ron is researching. Working on interference issues.
- b. East County Expansion - Ron advised that the installation at Estacada is moving forward as antennas will be received shortly, the microwave link will be installed in early January as well as the antenna's. It is now anticipated that Estacada will be on the air in late January. We are proceeding with a site build at the Sawtell Fire Station and are in the process of design, land use, bidding the tower structure and purchasing a building from City of Portland with an initial cost of \$40,000 which was sold to C800 for \$15,000. It is anticipated that Sawtell will be on the air in June of 2016.
- c. System Upgrade / Replacement
 - i. Agency Staff Education - John provided a brochure to attendees and noted that sufficient copies will be sent to each agency for distribution to staff outlining the project. It was requested that an outline of the education effort be presented at the January C800 Board meeting.
 - ii. Microwave Upgrade Status - Ron advised that the new equipment for Timberline / Goat Mtn / Linhart / Day Hill / Brightwood has been received and that portion of the system will be upgraded during the first two weeks of January. They are working on a schedule to complete the upgrade for the balance of the system.
 - iii. Assistance to Fire Fighter Grant - John reminded the fire agencies that the 2015 Assistance Fire Fighter Grants is open and requests must be in by Jan 15, 2016. This is a good opportunity for joint applications for subscriber radios.
- d. J Hartsock Contract Review - Leslie reviewed the staff report with the Board. It was requested that the contract document, not in the packet, be forwarded to the Board members for review. The issue was tabled to be discussed at the January 2016 meeting.

10. New Business:

- a. Approval of Public Meeting / Public Records Policy - John presented the staff report concerning adopting the policies for public meetings and public records as prepared by legal counsel. It was requested that in the Public

Meeting policy under Board Meeting Procedures - Presiding Officer, that the Vice Chair be revised to be the First Vice Chair and add the Second Vice Chair. Secondly in the Public Records policy under Removal of Original Records, that a typographical error be corrected with C800's. A motion was made by Jim Band to approve Resolution 04-15 adopting the Public Meeting / Public Records policy. The motion was seconded by Richard Anderson and a unanimous vote was cast in favor.

- b. Acceptance of the FY 2014/2015 Audit Document - The FY 2014/2015 C800 Financial Audit Report dated October 1, 2016, as prepared by Pauley, Rogers and Co., was forwarded electronically to all Board members on October 16, 2015 and copies were available at the October 21, 2015 C800 Board meeting. A motion was made by James Rhodes to accept the FY2014/2015 financial audit report. The motion was seconded by Bret Smith and a unanimous vote was cast in favor.

11. Open Agenda -

- a. Leslie reminded the Board that election of the Second Vice Chair will occur at the January 2016 meeting. It was discussed, that if past tradition is followed of alternating law enforcement and fire, the position would be filled by a fire Board member.
- b. Leslie suggested that the Board consider returning to monthly meetings in 2016 because of the radio project. A brief discussion was held with a determination to discuss the issue at the January 2016 meeting.

12. Next Meeting - January 20, 2016 10:30A @ Clackamas County Public Service Building Room 369A.

13. Meeting Adjourned

3:30 PM

01/08/16

Accrual Basis

Clackamas 800 Radio Group Profit & Loss Detail

December 2015

Type	Date	Num	Source Name	Item	Amount
Ordinary Income/Expense					
Income					
435-00 · Lease Revenue					
Credit Memo	12/10/2015	15-161	ODOT	Lease	-3,930.00
Credit Memo	12/10/2015	15-161	ODOT	Lease	-954.00
Invoice	12/11/2015	15-160	ODOT	Lease	4,048.00
Invoice	12/18/2015	15-162	Tri Met	Lease	10,687.83
Invoice	12/18/2015	15-162	Tri Met	Lease	17,204.53
Total 435-00 · Lease Revenue					27,056.36
Total Income					27,056.36
Expense					
605-00 · Site Rental					
Bill	12/01/2015	2016	Staats, Ruth		12,667.00
Bill	12/01/2015	2016	BBS Property Management		15,523.28
Bill	12/01/2015	2016	Boring Water District		6,460.17
Bill	12/18/2015	1735	Cascade Utilities		15,450.00
Total 605-00 · Site Rental					50,100.45
621-00 · Office Supplies					
Bill	12/31/2015	December 2015	Hartsock Project Mgmt.		11.40
Bill	12/31/2015	December 2015	Hartsock Project Mgmt.		25.00
Bill	12/31/2015	December 2015	Hartsock Project Mgmt.		16.99
Bill	12/31/2015	December 2015	Hartsock Project Mgmt.		8.80
Bill	12/31/2015	December 2015	Hartsock Project Mgmt.		87.37
Total 621-00 · Office Supplies					149.56
625-00 · Generator Maintenance					
Bill	12/03/2015	005-20360	Cummins Northwest, LLC		504.41
Bill	12/03/2015	005-20361	Cummins Northwest, LLC		695.50
Bill	12/22/2015	005-20789	Cummins Northwest, LLC		0.00
Bill	12/25/2015	005-20865	Cummins Northwest, LLC		2,526.82
Total 625-00 · Generator Maintenance					3,726.73
645-00 · Insurance					
Bill	12/10/2015	31P34001-400 R	Special Districts Insurance Services		3,734.00
Bill	12/10/2015	31P34001-400 R	Special Districts Insurance Services		555.00
Bill	12/10/2015	31P34001-400 R	Special Districts Insurance Services		12,155.00
Bill	12/10/2015	31P34001-400 R	Special Districts Insurance Services		2,475.00
Bill	12/10/2015	31P34001-400 R	Special Districts Insurance Services		3,577.00
Bill	12/10/2015	31P34001-400 R	Special Districts Insurance Services		466.00
Total 645-00 · Insurance					22,962.00
650-00 · Utilities					
Check	12/03/2015	EFTPS	PGE		412.28
Check	12/08/2015	EFTPS	PGE		488.14
Check	12/10/2015	EFTPS	PGE		433.18
Check	12/17/2015	EFTPS	PGE		374.89
Check	12/18/2015	EFTPS	PGE		537.73
Check	12/18/2015	EFTPS	PGE		554.78
Check	12/18/2015	EFTPS	PGE		388.57
Bill	12/18/2015	January 2016	Verizon Wireless		380.03
Total 650-00 · Utilities					3,569.60
655-00 · Consultant Services					
Bill	12/29/2015	2016 Conference	OR APCP/NENA		227.00
Bill	12/31/2015	December 2015	Hartsock Project Mgmt.		1,000.00
Total 655-00 · Consultant Services					1,227.00
660-00 · WCCCA System Fees					
Bill	12/01/2015	20151130671	WCCCA		132,033.50
Total 660-00 · WCCCA System Fees					132,033.50
665-00 · Radio Maintenance Fees					
Bill	12/08/2015	20151208671	WCCCA		787.50
Bill	12/10/2015	542	RCF Systems Consulting		1,150.00
Bill	12/12/2015	543	RCF Systems Consulting		2,550.00
Total 665-00 · Radio Maintenance Fees					4,487.50
667-00 · Radio Replacement Project					
Bill	12/01/2015	C800-15-4066	Quest Energy Systems, Inc.		7,254.55
Total 667-00 · Radio Replacement Project					7,254.55
670-00 · Legal Services					
Bill	12/31/2015	10722	Eakins, Eileen		880.00
Total 670-00 · Legal Services					880.00

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Accrual Basis

Clackamas 800 Radio Group Profit & Loss Detail

December 2015

Type	Date	Num	Source Name	Item	Amount
703-00 · Capital Outlay					
Bill	12/01/2015	15096-1	McKay Consulting		2,300.00
Bill	12/03/2015	541	RCF Systems Consulting		4,449.85
Bill	12/10/2015	15013	Black Mountain Consulting		8,050.00
Bill	12/14/2015	9003061	Don Cushing Associates, Inc		6,342.50
Bill	12/15/2015	6491	Securasite LLC		1,442.90
Bill	12/16/2015	6501	Securasite LLC		1,835.48
Bill	12/17/2015	6504	Securasite LLC		531.25
Bill	12/17/2015	6505	Securasite LLC		2,107.18
Bill	12/18/2015	41217366	Motorola Solutions		11,782.68
Bill	12/18/2015	41217377	Motorola Solutions		9,658.22
Bill	12/18/2015	41217376	Motorola Solutions		229,610.00
Bill	12/18/2015	41217371	Motorola Solutions		875,439.28
Bill	12/18/2015	41217368	Motorola Solutions		23,382.25
Bill	12/18/2015	41217361	Motorola Solutions		222,661.41
Bill	12/18/2015	41217357	Motorola Solutions		46,543.20
Bill	12/18/2015	41217353	Motorola Solutions		45,182.20
Bill	12/19/2015	6508	Securasite LLC		387.50
Bill	12/21/2015	41217434	Motorola Solutions		19,768.96
Bill	12/22/2015	6509	Securasite LLC		1,274.38
Bill	12/22/2015	6511	Securasite LLC		987.70
Bill	12/22/2015	6514	Securasite LLC		468.75
Bill	12/22/2015	6510	Securasite LLC		343.75
Bill	12/22/2015	6515	Securasite LLC		875.00
Total 703-00 · Capital Outlay					1,515,424.44
Total Expense					1,741,815.33
Net Ordinary Income					-1,714,758.97
Net Income					-1,714,758.97

Clackamas 800 Radio Group Profit & Loss Budget vs. Actual

	July through December 2015			TOTAL	
	Dec 15	Jul - Dec 15	Budget	\$ Over Budget	% of Budget
Income					
405-00 · Members Contracts	0.00	45,600.00	46,400.00	-800.00	98.28%
410-00 · Partners Fees	0.00	832,400.00	837,600.00	-5,200.00	99.38%
415-00 · Mobile Data Devices	0.00	2,856.00	2,856.00	0.00	100.0%
420-00 · Partners Debt Service Zone Cont	0.00	93,689.00	93,689.00	0.00	100.0%
421-00 · Partner Debt Service Microwave	0.00	52,016.00	51,802.00	214.00	100.41%
425-00 · Debt Service Reserve	0.00	0.00	0.00	0.00	0.0%
430-00 · Subscriber Radio Payments	0.00	0.00	1,516,000.00	-1,516,000.00	0.0%
431-00 · Interest Income	0.00	17.82	100.00	-82.18	17.82%
435-00 · Lease Revenue	27,056.36	35,958.36	43,183.00	-7,224.64	83.27%
440-00 · Miscellaneous Income	0.00	0.00	1,000.00	-1,000.00	0.0%
Total Income	27,056.36	1,062,537.18	2,592,630.00	-1,530,092.82	40.98%
Expense					
605-00 · Site Rental	50,100.45	78,978.24	140,162.00	-61,183.76	56.35%
610-00 · Fuel/Generators	0.00	0.00	2,500.00	-2,500.00	0.0%
615-00 · HVAC Maintenance	0.00	330.00	4,500.00	-4,170.00	7.33%
620-00 · Landscape Maintenance	0.00	3,650.00	6,500.00	-2,850.00	56.15%
621-00 · Office Supplies	149.56	1,602.81	1,800.00	-197.19	89.05%
625-00 · Generator Maintenance	3,726.73	5,744.37	10,000.00	-4,255.63	57.44%
630-00 · UPS Maintenance	0.00	0.00	5,000.00	-5,000.00	0.0%
635-00 · Battery Maintenance	0.00	0.00	10,000.00	-10,000.00	0.0%
645-00 · Insurance	22,962.00	23,894.13	23,000.00	894.13	103.89%
650-00 · Utilities	3,569.60	29,369.03	55,250.00	-25,880.97	53.16%
655-00 · Consultant Services	1,227.00	8,327.00	16,000.00	-7,673.00	52.04%
657-00 · Regional Radio Expense	0.00	0.00	1,500.00	-1,500.00	0.0%
660-00 · WCCCA System Fees	132,033.50	396,100.50	539,129.00	-143,028.50	73.47%
665-00 · Radio Maintenance Fees	4,487.50	30,780.84	75,000.00	-44,219.16	41.04%
667-00 · Radio Replacement Project	7,254.55	35,794.22	100,000.00	-64,205.78	35.79%
670-00 · Legal Services	880.00	4,640.00	3,500.00	1,140.00	132.57%
675-00 · Financial Services	0.00	2,192.14	6,500.00	-4,307.86	33.73%
680-00 · Audit Fees	0.00	6,490.00	7,000.00	-510.00	92.71%
683-00 · Capital Reserve	0.00	0.00	240,000.00	-240,000.00	0.0%
685-00 · Miscellaneous Expenses	0.00	957.68	1,137.00	-179.32	84.23%
703-00 · Capital Outlay	1,515,424.44	1,718,212.69	2,027,000.00	-308,787.31	84.77%
795-00 · Debt Service	0.00	93,688.22	145,491.00	-51,802.78	64.4%
800-00 · Operating Contingency	0.00	0.00	45,000.00	-45,000.00	0.0%
Total Expense	1,741,815.33	2,440,751.87	3,465,969.00	-1,025,217.13	70.42%
Net Ordinary Income	-1,714,758.97	-1,378,214.69	-873,339.00	-504,875.69	157.81%
Net Income	-1,714,758.97	-1,378,214.69	-873,339.00	-504,875.69	157.81%

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01/08/16

Accrual Basis

Clackamas 800 Radio Group

Trial Balance

As of December 31, 2015

	Dec 31, 15	
	Debit	Credit
115-00 · Cash/Checking Account	629,745.21	
11000 · Accounts Receivable	158,603.36	
120-00 · Member Fees Receivable	0.00	
12000 · Undeposited Funds	0.00	
150-00 · Prepaid Expenses	0.00	
160-00 · Buildings and Towers	10,522,952.20	
165-00 · Radio Backbone	2,520,898.80	
166-00 · Equipment	704,983.00	
167-00 · Work In Progress	0.00	
175-00 · Accumulated Depreciation		7,086,855.79
201-00 · Accounts Payable		1,693,223.14
201-02 · Other Accounts Payable	0.00	
210-00 · Reimb due Clackamas County	0.00	
300-00 · Fund Balance	0.00	
310-00 · Investment in Fixed Assets		6,661,978.21
320-00 · Retained Earnings, Prior		473,340.12
405-00 · Members Contracts		45,600.00
410-00 · Partners Fees		832,400.00
415-00 · Mobile Data Devices		2,856.00
420-00 · Partners Debt Service Zone Cont		93,689.00
421-00 · Partner Debt Service Microwave		52,016.00
431-00 · Interest Income		17.82
435-00 · Lease Revenue		35,958.36
605-00 · Site Rental	78,978.24	
615-00 · HVAC Maintenance	330.00	
620-00 · Landscape Maintenance	3,650.00	
621-00 · Office Supplies	1,602.81	
625-00 · Generator Maintenance	5,744.37	
645-00 · Insurance	23,894.13	
650-00 · Utilities	29,369.03	
655-00 · Consultant Services	8,327.00	
660-00 · WCCCA System Fees	396,100.50	
665-00 · Radio Maintenance Fees	30,780.84	
667-00 · Radio Replacement Project	35,794.22	
670-00 · Legal Services	4,640.00	
675-00 · Financial Services	2,192.14	
680-00 · Audit Fees	6,490.00	
685-00 · Miscellaneous Expenses	957.68	
703-00 · Capital Outlay	1,718,212.69	
795-00 · Debt Service	93,688.22	
TOTAL	16,977,934.44	16,977,934.44

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01/08/16

Clackamas 800 Radio Group

A/R Aging Detail

As of January 8, 2016

Type	Date	Num	Name	Due Date	Aging	Open Balance
Current						
Invoice	01/08/2016	16-163	Lake Oswego	01/08/2016		45,182.20
Invoice	01/08/2016	16-164	Sandy Fire	01/08/2016		46,543.20
Invoice	01/08/2016	16-165	Clackamas County Sheriff	01/08/2016		222,661.41
Invoice	01/08/2016	16-166	City of Gladstone - Fire	01/08/2016		23,382.25
Invoice	01/08/2016	16-167	Clackamas County FD #1	01/08/2016		875,439.28
Invoice	01/08/2016	16-168	Clackamas County - Community Corrections	01/08/2016		229,610.00
Invoice	01/08/2016	16-169	City of Canby	01/08/2016		9,658.22
Invoice	01/08/2016	16-170	West Linn	01/08/2016		19,768.96
Invoice	12/18/2015	15-162	Tri Met	01/17/2016		27,892.36
Total Current						1,500,137.88
1 - 30						
Total 1 - 30						
31 - 60						
Payment	11/20/2015	079530	City of Gladstone - Fire			-1,200.00
Total 31 - 60						-1,200.00
61 - 90						
Total 61 - 90						
> 90						
Invoice	09/18/2015	15-126	Clackamas County FD #1	09/18/2015	112	400.00
Invoice	09/18/2015	15-127	Canby FD	09/18/2015	112	31,444.00
Invoice	09/18/2015	15-131	City of Gladstone - Police	09/18/2015	112	16,290.00
Invoice	09/18/2015	15-134	Molalla	09/18/2015	112	15,612.00
Invoice	09/18/2015	15-139	West Linn	09/18/2015	112	62,165.00
Invoice	09/18/2015	15-146	Clackamas County - Code Compliance	09/18/2015	112	1,600.00
Invoice	09/18/2015	15-149	Clackamas County Community College	09/18/2015	112	4,400.00
Total > 90						131,911.00
TOTAL						1,630,848.88



**11300 SE Fuller Rd
Milwaukie, Oregon 97222
(503) 780-4806**

Board of Directors Information

To: C800 Board of Directors
From: John Hartsock, Manager
Date: January 20, 2016
Re: Public Education for the Radio Replacement Project

ISSUE: Development of a public education effort for public safety staff and citizens to define the radio replacement project.

Attached is a draft public education plan for review and comment.

DRAFT



PUBLIC EDUCATION PLAN CLACKAMAS COUNTY / C800 EMERGENCY RADIO SYSTEM REPLACEMENT PROJECT

January 5, 2015

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PUBLIC EDUCATION PLAN CLACKAMAS COUNTY / C800 EMERGENCY RADIO SYSTEM REPLACEMENT PROJECT

TABLE OF CONTENTS

Section I - Overview: Provides information on the basic principles of the Education Plan.

Section II – Goals / Objectives: Details the goals of the Education Plan and the objectives to meet those goals.

Section III - Message: A statement describing the development and implementation of the education and voter engagement message.

Section IV - Tactics: Provides the framework for the public safety staff and citizen contact elements of the Education Plan.

Section V - Budget: Campaign Plan budget

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I. OVERVIEW

Background

Clackamas County's emergency radio system is out of date and prone to failure. The proposed replacement project is the responsible way to fix the problem. Creating an efficient, dependable communications system that works in all parts of Clackamas County.

The existing emergency radio system that serves all Clackamas County emergency responders and other public users was built in 1999 using 1990s technology and is fast approaching obsolescence. The analog components of the system are beyond end of life and any remaining vendor support for the system will cease as of December 2017. It will take approximately three years to construct a replacement system.

In addition to end of life issues, surrounding jurisdictions are all moving from analog to digital platforms. In order to ensure continued interoperability - where emergency and public safety responders can communicate with each other via voice and data - the Clackamas 800 Radio Group (C800) system must transition to digital. Since C800 and its Washington County counterpart, Washington County Consolidated Communications Agency (WCCCA), operate a joint system, both counties wish to make this transition together. Doing so jointly will ensure a seamless, efficient and cost effective transition.

System radio coverage is also an issue. Current coverage is insufficient to serve the area given population growth over the past 20 years and, in Clackamas County there are specific areas that have no radio coverage: along Hwy 26 in the Mt Hood area and in South County.

C800 and WCCCA are finalizing plans for a replacement system. Both entities have received approval from their respective counties to place a bond measure on the May 2016 ballot for bond financing (neither entity can legally go out for a bond itself). Early public opinion research in Clackamas County indicates that a majority of the public is unaware of the state of the emergency radio system but that, after some initial education, the potential bond measure achieves 62% support. Additionally, respondents indicated strong satisfaction with current emergency response (police, fire, EMS) services and strong support for the components of the emerging proposed project.

A political action committee "Radios for First Responders" is being formed to manage the bond advocacy campaign and support a successful bond election.

Based on the recommendations from the C800 Board of Directors and subsequent Clackamas County Commissioners direction, as well as an improving economic outlook, now is the time for an emergency radio system replacement bond to keep our community and its first responders safe.

II GOALS / OBJECTIVES

The Goal of the Education Plan is to inform public safety staff and citizens as to the need of the replacement project and why now. Further to convey that it is a good investment in the future.

The plan for the education effort is to leave nothing to chance. We will provide information to the public safety staff and citizens that this project is the best opportunity to ensure public safety officers can quickly respond to any emergency anywhere in the County. Further that it will make Clackamas County a safer, healthier place to live, work, and raise a family.

Menu: C800 will utilize the following elements as part of the education effort:

- ☐ Web / Social Media / Email
- ☐ Direct Mail
- ☐ Informational Brochures
- ☐ Media Print Ads
- ☐ Local Media

Civic Engagement: What groups will be engaged in the community?

- ☐ Chamber of Commerce's
- ☐ Neighborhood Associations / CPO's
- ☐ City Council's
- ☐ Rotary
- ☐ Senior Centers
- ☐ Soroptimist
- ☐ Optimist
- ☐ Lion's

Citizen Engagement: *Provide citizen education on the issues.*

We will give adequate time and discussion to explaining the issue and gaining community understanding. Create a feeling of ownership for the modernization plan, both internally and externally.

Objectives to meet our citizen education goal are to quantify our civic engagement work through messaging.

- ✓ Clackamas County's emergency radio system is out of date and prone to failure
- ✓ This project is the responsible way to save lives, and fix the problem
- ✓ Creating and efficient, dependable communications system that works in all parts of Clackamas County.
- ✓ Ensures seamless communication in case of a large scale emergency or natural disaster
- ✓ Needed to keep the people who put their lives on the line for our community's safe
- ✓ The responsible thing to do

Capacity Building:

We need understanding of the project by elected officials.

Elected partners:

- US Senators Wyden / Merkley
- US Representatives Blumenauer / Schrader
- State Senators – Girod / George / Burdick / Devilin / Olsen / Monroe / Thompson / Ferrioli
- State Representatives – Gillian / Davis / Doherty / Parrish / Lininger / Kennemer / Barton / Tomei / Rearden / Fagan / Johnson / Huffman
- Clackamas County Commissioners – Ludlow / Smith / Schrader / Bernard / Savas
- Mayor and City Councilors – City of Estacada / City of Canby / City of Oregon City / City of Gladstone / City of Milwaukie / City of Sandy / City of Molalla / City of Lake Oswego / City of Wilsonville / City of Happy Valley / City of Damascus
- Fire Board of Directors – Clackamas Fire Dist #1 / Boring Fire District / Estacada Fire District / Canby Fire District / Sandy Fire District / Molalla Fire District / Colton Fire / Hoodland Fire / Tualatin Valley Fire and Rescue

III. MESSAGE

“Better Emergency Communications for a Better Community” will be the education message. It is the single central idea upon which all communications should revolve. It provides a context through which all the civic engagement work such as mail, phone calls, internet, social media, and literature, talks about the issues.

The reasons for the project are:

- Saves Lives
- Will make Clackamas County a safer, healthier place to live, work, and raise a family
- Needed to keep the people who put their lives on the line for our community's safe
- The responsible thing to do
- A good investment in the future
- Necessary
- Ensures public safety officers can quickly respond to any emergency anywhere in the county
- Will ensure seamless communications in case of a large scale emergency or natural disaster
- Accountable to taxpayers

Our priorities are to:

- Replace the county's existing emergency radio system
- Enhance coverage by adding tower in area of the County that currently have none
- Expand in building coverage allowing radios to properly function within large buildings like schools, hospitals, and malls
- Replace out of date alert paging system used to notify first responders
- Includes pre-purchase of extended warranty and system refresh to lower annual support costs

Polling told us the trusted messages are from:

- EMT's
- Fire Fighters
- Sheriff's Deputies
- Police Officers
- Senior Organizations
- Local Small Business

IV. TACTICS

A. Communications Program

We will prepare promotional materials simply, leaving out technical jargon. Materials will need to deal with what the program means for citizen and first responder safety.

Issues

- ✓ Clackamas County's emergency radio system is out of date and prone to failure
- ✓ This project is the responsible way fix the problem
- ✓ Creating an efficient, dependable communications system that works in all parts of Clackamas County

1. Web / Social Media / Email

Objectives: Develop comprehensive education information to be placed on C800's web site and other electronic media.

2. Types of Contacts

Earned Media Program: The education plan includes utilization of free media designed to implement the project's strategic objectives and reinforce messages that communicate the theme. The earned media program should integrate strategic goals to get news coverage.

Direct Mail: Direct mail will be used to communicate with citizens. We will initiate 1-2 mail deliveries.

B. Organizing from C800 within the Partner Agencies

1. Objectives: To inform public safety staff about the project proposal and develop an understanding by these audiences of the project proposal.

2. Objectives For Target Audiences:

- a. Public Safety Staff will understand the need for the project based on needs, and will be able to answer commonly asked questions by late March 2016
- b. Key communicators will understand the need for the project, and be knowledgeable about the package by late February 2016.
- e. C800 and Partner Agencies will comply with all legal requirements of communicating about a bond election.

3. Strategies

- a. To effectively and clearly communicate with target audiences, user-friendly and jargon-free information will be delivered via the most effective communication vehicles. Key messages and themes will be developed based on research outlining the needs of various audiences. To ensure staff and community receive unfiltered, factual information on the bond package, C800 will develop an informational brochure and distribute it.
- b. To ensure people have access to information when they want it, and to communicate in an efficient and cost-effective manner, C800 will coordinate with the Partner agencies to post the bond package information to their websites.
- c. To improve its communication reach and effectiveness, C800 will partner with employee unions neighborhood associations, the chamber of commerce's, and other organizations to disseminate information.
- d. To ensure that C800 and the Partner agencies complies with legal requirements regarding bond communications, information on legal requirements that impact public employees will be provided to all employees.

3. Plan

Step 1:

Post on websites: Project Package Overview, Needs, Information Fact Sheets, Frequently Asked Questions (and Answers), Who to contact for more information.

Step 2:

Create communication tool kits for partner staffs to use in developing communication plans
Include: Fact Sheet, Informational Brochure, Talking Points

Step 3:

Present final project package at staff meetings at every Partner agency, and with elected officials at each Partner agency.

Provide informational brochure on project package to every staff member, and volunteer in the Partner agencies. Distribute brochure through community presentations.

V BUDGET

C800 - RADIO REPLACEMENT PROJECT

January 13, 2016

Item	Qty	Budget
Total		\$100,000.00

Communications		\$60,500.00
Printing - General		\$250
Printing - Handouts	5,000	\$1,250
Postage		\$500
Advertising - newspaper	5	\$3,000
Direct Mail	2	\$48,000
Web site / social media build		\$2,500
Social Media Management		\$1,000
Creative Design / Production		\$2,000
Communication Consulting		\$2,000

Administration		\$39,500
Poll		\$38,000
Miscellaneous		\$1,500



11300 SE Fuller Rd
Milwaukie, Oregon 97222
(503) 780-4806

Board of Directors Information Request

To: C800 Board of Directors
From: John Hartsock, Manager
Date: January 20, 2016
Re: Distribution of Subscriber Radios Purchased with Bond Funds

REQUEST: It is hereby requested that the C800 Board of Directors provide direction to staff on the allocation of bond funds to procure subscriber radios (mobiles/portables) for Partners and Members of C800.

ISSUE: The Board determined that the proposed bond measure to upgrade the C800 radio system should include \$5M for the purchase of subscriber radios. This number was based on the projection of replacing 50% of the existing subscriber radios. It has been requested that a formula be developed and approved by the Board for determining how these funds will be allocated.

Currently there are a total of 2,462 radios on the C800 system. 2,059 belong to Partner agencies, 116 belong to Member agencies, 109 belong to Mutual Aid Agencies, and 162 are cache' radios at LOCOM and CCOM. 400 of those radios are the 'A' series radios which are compatible with the proposed system this leaves 2,062 radios to be replaced. Attached is a breakdown by agency.

Staff requires direction on the following issues related to subscriber radios to be able to recommend a policy:

1. Who is included in the bond funded subscriber radios:
 - a. Do we include Member agencies?
 - b. Do we include Mutual Aid agencies?
2. How do we adjust the reimbursement for agencies that have, or will have prior to the bond, already procured the new radios?

Staff recommends that the Chair establish a sub-committee of the Board to assist an provide direction on the development of this policy.

CLACKAMAS 800 MHz RADIO SYSTEM

NUMBER OF PUBLIC SAFETY RADIOS

January 16, 2016

AGENCY	Radios			
Partners	TOTAL	A series	X series	M/L series
Clackamas County / AMR	25	23	1	1
Boring Fire Dist.	103	73	8	22
Canby Fire	66	58	4	4
Canby Police	59	2	37	20
Clackamas Sheriff	722	60	337	325
Clackamas Fire Dist. #1	208	4	157	47
Estacada Fire	47	42	5	0
Gladstone Police	35	0	35	0
Gladstone Fire	43	7	13	23
Lake Oswego Police	102	8	73	21
Lake Oswego Fire	86	18	29	39
Lake Oswego Public Works	76	0	56	20
Molalla Police	33	0	23	10
Molalla Fire	70	40	13	17
Oregon City Police	97	6	48	43
Sandy Fire	90	8	17	65
Sandy Police	44	0	36	8
West Linn Police	90	1	62	27
West Linn Public Works	50	0	46	4
West Linn Fire / TVF&R	13			

Total Partners	2,059	350	1,000	696
		17%	49%	34%

Members	USER	A series	X series	M/L series
Boring Water District	2	0	2	0
CC Comm Corrections	26	0	26	0
CC District Attorney	3	0	2	1
Clackamas County Transp	19	1	17	1
Clackamas Cnty Code/Envi	4	0	4	0
CC Medical Examiner	6	2	2	2
CC Juvenile	4	4	0	0
CC Community College	11	0	3	8
City of Damascus	2	0	2	0
City of Happy Valley	10	0	9	1
Clackamas River Water	7	0	0	7
Lake Oswego Lake Corp	8	0	4	4
Sunrise Water Authority	12	0	12	0
Willamette Trolley	2	0	0	2
Total Members	116	7	83	26

TOTAL BILLABLE	2,175	357	1,083	722
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# of radios to be replaced	Bond funded	2015 Purchase	Current Percent A series
2	1		92%
30	15		71%
8	4		88%
57	29	2	3%
662	331	48	8%
204	102	219	2%
5	3		89%
35	18		0%
36	18	5	16%
94	47	10	8%
68	34		21%
76	38		0%
33	17		0%
30	15	3	57%
91	46		6%
82	41	8	9%
44	22		0%
89	45	4	1%
50	25		0%

1,696	848		17%

# of radios to be replaced			
2	1		0%
26	13	50	0%
3	2		0%
18	9		5%
4	2		0%
4	2		33%
0	0		100%
11	6		0%
2	1		0%
10	5		0%
7	4		0%
8	4		0%
12	6		0%
2	1		0%
109	55		6%

1,805			16%

CLACKAMAS 800 MHz RADIO SYSTEM

NUMBER OF PUBLIC SAFETY RADIOS

Mutual Aid		A series	X series	M/L series
Aurora Fire	15	0	7	8
Colton Fire	34	0	0	34
CC Emergency Mgmt	9	9	0	0
Hoodland Fire	27	4	0	23
Monitor Fire	10	0	4	6
ODFW		0	0	0
USFS	14	14	0	0
Total Mutual Aid	109	27	11	71

GRAND TOTAL	2,284	384	1,094	793
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Dispatch		A series	X series	M/L series
CCOM	138	8	25	105
LOCOM	40	8	0	32
Total w/ Dispatch	2,462	400	1,119	930

16% 45% 38%

# of radios to be replaced			
15	8		0%
34	17		0%
0	0		100%
23	12		15%
10	5		0%
0	0		0%
0	0		100%
82	41		25%

1,887			17%
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# of radios to be replaced			
130	130		6%
32	32		20%
	162		
2,049		349	16%



11300 SE Fuller Rd
Milwaukie, Oregon 97222
(503) 780-4806

Board of Directors Action Request

To: C800 Board of Directors
From: John Hartsock, Manager
Date: December 16, 2015
Re: Contract for Management Services for C800

REQUEST: It is hereby requested that the C800 Board of Directors approve a professional services agreement with J. N. Hartsock Project Management (JNHPM) to provide management and support services for C800 for a fee of \$2,000 per month plus reimbursable expenses.

HISTORY: JNHPM has been providing staff support for the C800 Board since its inception in 2000. Staffing C800 has included but has not been limited to: developing agenda for the regular and special board meetings; preparing minutes of the meetings; developing the annual budget and overseeing monthly budget reports; coordinating purchase and payments of outside services and materials for C800; preparing and /or revising IGA's for C800; coordinating issues between WCCCA and C800; maintaining records for C800; making appropriate filings as required for C800. The initial effort generally consumed 20 to 30 hours per month.

These services were initially compensated for as a part of the work JNHPM was performing for Clackamas County in providing project management services for the construction of the radio system. JNHPM work on the radio system was completed in the fall of 2003. JNHPM agreed to continue to provide staff support to C800 through the fiscal year or June 30, 2004 at no charge to C800.

In July of 2004 C800 entered into a Memorandum of Agreement with JNHPM to continue to provide staff support to C800 at a fee of \$500 per month. The effort generally consumed 20 to 30 hours per month.

In October of 2008 C800 continued with a Memorandum of Agreement with JNHPM to provide staff support to C800 at a fee of \$600 per month to be reviewed annually as part of the budget process. The effort generally consumed 20 to 30 hours per month.

In August of 2009 C800 continued with a Memorandum of Agreement with JNHPM to provide staff support to C800 at a fee of \$1,000 per month to be reviewed annually as part of the budget process. The effort generally consumed 30 to 40 hours per month.

ISSUE: With the advent of the radio system replacement project over the past three years' considerable additional effort has been expended in developing options and direction for the project. The effort generally consumed 50 to 60 hours per month.

Now that it appears the project will proceed to a bond election and presumably be approved by the electorate additional effort will be required. This additional effort would include but not be limited to overseeing the election effort, providing public education, training agency staff about the project for public education, and general support. It is estimated that the effort will consume 70 to 80 hours per month.

Once the bond issue passes the additional effort will include general management and financial oversight, purchasing and procurement oversight, project management oversight, staffing the citizen oversight committee, project information reporting. It is estimated that the effort will consume 80 to 100 hours per month.

It is requested that C800 enter into a professional services agreement per the attached with J. N. Hartsock Project Management for a fee of \$2,000 per month or an annual cost of \$24,000 per year beginning on January 1, 2015. Reimbursable expenses will be billed in addition, at cost.

DESCRIPTION OF SERVICES: J N Hartsock Project Management shall provide staff support to C800 on a continuing basis at the pleasure of the Board to be reviewed annually as a part of the organization budget process.

Staffing C800 includes but is not limited to:

- Developing agenda for the regular and special board meetings and committee meetings
- Preparing minutes of the meetings
- Developing the annual budget and overseeing monthly budget reports
- Assist the auditor in preparation of the annual financial audit
- Coordinating purchase and payments of outside services and materials
- Providing oversight and management for the Radio Replacement Project
- Preparing and /or revising IGA's and leases
- Coordinating issues between WCCCA and other jurisdictions
- Maintaining records
- Making appropriate filings as required
- Represent C800 as staff as required with other organization i.e. SIEC, APCO, FCC filings, PDCC, Regional Radio System Partnership
- Assist in marketing the radio system to other potential members and users

FINANCE: The funds are budgeted for these services.

LEGAL: Professional services agreement as approved by C800 legal counsel

RECOMMENDATION: It is recommended that the C800 Board of Directors approve a professional services agreement with J. N. Hartsock Project Management to provide management and support services for C800 for a fee of \$2,000 per month plus reimbursable expenses.



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made and entered into by and between the following parties:

Consultant: J. N. Hartsock Project Management 12042 SE Sunnyside Road / Suite 266 Clackamas, Oregon 97015	C800: Clackamas 800 Radio Group (C800) 11300 SE Fuller Milwaukie, Oregon 97222
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SCOPE OF WORK. Consultant shall perform for Clackamas 800 Radio Group the management services described in the Scope of Work attached hereto as Exhibit B. Estimated level of effort is 70 to 80 hours per month.

SUPERSEDING EFFECT. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement. All attachments hereto together constitute the entire agreement between the Parties: 1) Exhibit A, Terms and Conditions; and 2) Exhibit B, Scope of Work.

CONSIDERATION. In consideration for work performed, Consultant shall be compensated \$2,000 per month, plus reimbursement of reasonable and customary expenses, in the manner described in Exhibit A.

AGREEMENT PERIOD. The Agreement takes effect upon signing by both parties, and shall be for a period of five (5) years unless notice of termination is provided by either party 60 days prior to July 1st each year. This Agreement is subject to review and modification on an annual basis, or at other intervals as determined by C800.

C800 REPRESENTATIVE. The C800 Representative for this Agreement is the Chair of C800 as elected by the Board.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions:

Consultant: <u>John Hartsock</u> (typed or printed name of officer) _____ Signature <u>Principal</u> Title (503) 780-4806 _____ Phone 93-1139375 _____ Employer Id Number or Social Security Number	Clackamas 800 Radio Group _____ C800 Representative _____ Date Not a valid Agreement until all signatories are complete
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This agreement is made pursuant to Oregon Revised Statutes ORS 279 A and B, and C800's Public Contracting Rules.

1. **ASSIGNMENT.** The Consultant may not assign, sell, dispose of, or transfer rights or subcontract Work under the Agreement, either in whole or in part, without C800's prior written consent.
2. **AUTHORITY.** The Consultant represents and warrants that it has the power and authority to enter into and perform the Agreement and that the signer of this Agreement has the authority to bind and obligate the Consultant.
3. **CHANGES.** The terms and conditions contained in this Agreement may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of C800 and Consultant.
4. **INDEPENDENT CONTRACTOR.** The services to be performed under this Agreement are those of an independent contractor as defined in ORS 670.600. Consultant represents and warrants that it is not an officer, employee or agent of C800.
5. **DELAYS IN DELIVERY; FORCE MAJEURE.** Neither C800 nor Consultant shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, war or any other cause which is beyond the party's reasonable control.
6. **DRUG STATEMENT.** The use of drugs, alcohol, or any tobacco products is prohibited on all C800 property.
7. **FOREIGN CONTRACTOR.** If the amount of the Agreement exceeds ten thousand dollars (\$10,000), and if the Consultant is not domiciled in or registered to do business in Oregon, the Consultant shall promptly provide the Oregon Department of Revenue all information required by that Department.
8. **GOVERNING LAW/VENUE; ATTORNEY'S FEES.** The laws of the State of Oregon shall govern this Agreement. Any action or suit commenced in connection with this Agreement shall be in the Circuit Court of Clackamas County or the Federal Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of C800 and Consultant shall be cumulative and may be exercised successively or concurrently.
9. **INDEMNIFICATION AND HOLD HARMLESS.** Except for claims arising out of acts caused by the sole negligence of C800, its Administrators or employees, the Consultant agrees to indemnify and hold harmless C800 and its board members, administrators, employees and agents, from acts or omissions of any nature whatsoever of the Consultant, its agents, servants and employees, causing injury to or death of person(s) or damage to property during the term of this Agreement, and from any expense incident to the defense of C800 therefrom.
10. **INSPECTION AND ACCEPTANCE.** The quality of Work shall be subject to inspection by C800. If, in C800's reasonable discretion, the quality of the Work is not satisfactory and the service requirements are not being met, C800 shall provide the Consultant with a 'cure date.' If the Consultant fails to cure the default in a manner acceptable to C800 within the time specified, C800 may terminate the Agreement as provided in Paragraph 19(b).
11. **INSURANCE.** Before commencing work, Consultant shall procure and maintain:
 - a. **WORKER'S COMPENSATION** coverage as required by law.
 - b. **EMPLOYER'S LIABILITY** in the minimum amount of \$500,000 when the Consultant has employees performing services under the Agreement.
 - c. **COMPREHENSIVE AUTOMOBILE LIABILITY** including owned, non-owned and hired vehicles: \$500,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a

EXHIBIT A – Terms and Conditions – Professional Services Agreement

minimum of \$1,000,000 in the aggregate. C800 shall be named additional insured on auto and liability policies and shall be provided a copy of the additional insured endorsement. May be waived if Consultant has no vehicle while providing work under the Agreement.

- d. **COMPREHENSIVE GENERAL LIABILITY** to include premises operations, independent Consultants, products/completed operations, and blanket contractual: \$700,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and \$1.5 million in the aggregate. May be waived only by C800 Risk Manager.
- e. C800, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the Agreement, to C800, 11300 SE Fuller Rd Milwaukie, OR 97222. The Consultant agrees to pay for the insurance specified and agrees to provide C800 with a 30 days' notice of cancellation if non-renewal occurs during the Agreement period. Insurance companies must have an A rating.
- f. C800 reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.
- g. This insurance shall be considered as primary insurance and exclusive of any insurance carried by C800, and the insurance evidenced by the required certificates shall be exhausted first, notwithstanding the fact that C800 may have other valid and collectible insurance covering the same risk.

- 12. **INVOICING AND PAYMENT.** Consultant shall issue invoice(s) as acceptable to C800. Payment shall not be made prior to receipt of a valid invoice. Payment will be made within thirty (30) days after the acceptance of a proper

invoice. C800 will not pay any additional charges unless specifically agreed to in writing by C800. The invoice(s) shall be submitted to C800, Accounts Payable Department, 11300 SE Fuller Rd Milwaukie, OR 97222. Each invoice must include the Agreement number, and the cost and purpose of any expenses submitted for reimbursement.

- 13. **STANDARD OF CARE.** The services provided under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- 14. **PRICES.** All pricing is considered fixed and firm for the Agreement term.
- 15. **COMPLIANCE WITH LAWS.** Consultant shall comply with all federal, state and local laws, regulations, executive orders and ordinances as applicable, including but not limited to the Oregon laws specifically listed in this Agreement. All laws, regulations and executive orders applicable to the Agreement are incorporated by reference where so required by law. Including but not limited to the following Oregon Revised Statutes (ORS) as applicable:
 - a. 279B.020 Conditions concerning maximum hours of labor on public contracts.
 - b. 279B.220 Conditions concerning payment, contributions, liens, withholding.
 - c. 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.
 - d. 279B.230 Condition concerning payment for medical care and providing workers' compensation.
 - e. 279B.235 Condition concerning hours of labor.
 - f. 305.385 Compliance with Oregon tax laws.
- 16. **SECURITY CHECK:** The Consultant agrees that each of its employees, sub-consultants' employees and principals/owners involved in

EXHIBIT A – Terms and Conditions – Professional Services Agreement

the Work may, at the option of C800, be subject to a security check, at any time, through the Clackamas County Sheriff's Department or other venue. C800, may, at any time, require the immediate removal of any sub-consultant, employee or agent. Notwithstanding the foregoing, Consultant, and not C800, remains solely responsible for performing background checks on, and screening for public safety all sub-consultants and employees, and, to the extent allowed by law, shall provide such screening methodologies and information to C800 upon request.

17. **SEVERABILITY.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

18. **TAXES.** C800 is exempt from Federal, State, and Local taxes. Consultant is responsible for payment of Consultant's taxes and withholdings.

19. **TERMINATION.**

- a. Termination for Convenience. This Agreement may be terminated at any time by mutual written consent of the parties, or C800 may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days' notice to Consultant.
- b. C800's Right to Terminate For Cause. C800 may terminate this Agreement, in whole or in part, immediately upon notice to Consultant, or at such later date as C800 may establish in such notice, upon the occurrence of any of the following events:
 - i. C800 fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Consultant's Work;
 - ii. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or C800 is

prohibited from paying for such Work from the planned funding source;

- iii. Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Consultant's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of C800's notice, or such longer period as C800 may specify in such notice.

- c. Consultant's Right to Terminate for Cause. Consultant may terminate this Agreement upon 30 days' notice to C800 if C800 fails to pay Consultant pursuant to the terms of this Agreement and C800 fails to cure within 30 business days after receipt of Consultant's notice.
- d. Enforcement. Termination under any provision of this Agreement shall not extinguish or prejudice C800's right to enforce this Agreement with respect to any breach of a Consultant warranty or any defect in or default of Consultant's performance that has not been cured, including any right of C800 to indemnification by Consultant. If this Agreement is so terminated, Consultant shall be paid in accordance with the terms of the Agreement for services rendered and accepted.
- e. Remedies. In the event of termination pursuant to above, Consultant's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by C800, less previous amounts paid. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay any excess to C800 upon demand.

EXHIBIT A – Terms and Conditions – Professional Services Agreement

- f. Consultant's Tender upon Termination.
Upon receiving a notice of termination of this Agreement, Consultant shall immediately cease all activities under this Agreement, unless C800 expressly directs otherwise in such notice of termination. Upon termination of this Agreement, Consultant shall deliver to C800 all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon C800's request, Consultant shall surrender to anyone C800 designates, all documents, research or objects or other tangible things needed to complete the Work.
- g. Limitation of Liabilities. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the Agreement or (ii) any damages of any sort arising solely from the termination of this Agreement in accordance with its terms.

- 20. **TRANSPORTATION.** The Consultant is responsible for transportation of Consultant and its employees to and from the Work site.
- 21. **WAIVER.** The failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations, or any payment made under this agreement, shall not be deemed a waiver of either party's right to demand later compliance with the terms hereof.

END

EXHIBIT A – Terms and Conditions – Professional Services Agreement

SCOPE OF WORK:

J N Hartsock Project Management shall provide staff support to C800 in the role of Manager on a continuing basis at the pleasure of the Board to be reviewed annually as a part of the organization's budget process.

Staffing C800 includes but is not limited to:

- Coordinating C800 activities with the Board Chair
- Staffing Board and committee meetings
- Developing agendas for the regular and special board meetings and committee meetings
- Preparing minutes of the meetings
- Developing the annual budget and overseeing monthly budget reports
- Assist the auditor in preparation of the annual financial audit
- Coordinating purchase and payments of outside services and materials
- Preparing and /or revising IGAs and leases
- Coordinating issues between WCCCA and other jurisdictions
- Maintaining records
- Making appropriate filings as required
- Represent C800 as staff as required with other organization i.e. SIEC, APCO, FCC filings, PDCC, Regional Radio System Partnership
- Assist in marketing the radio system to other potential members and users
- Other duties as assigned by the Board

With the advent of the radio system replacement project additional effort will be expended in developing options and direction for the project. Now that it appears the project will proceed to a bond election and presumably be approved by the electorate additional effort will be required. This effort would include but not be limited to:

- Overseeing the election effort,
- Providing public education,
- Training agency staff about the project for public education.

Once the bond issue passes the effort will include:

- General management of the project
- Financial oversight
- Purchasing and procurement oversight
- Project management oversight
- Staffing the citizen oversight committee
- Project information reporting



11300 SE Fuller Rd
Milwaukie, Oregon 97222
(503) 780-4806

Board of Directors Action Request

To: C800 Board of Directors
From: John Hartsock, Manager
Date: January 20, 2016
Re: Board Elections

REQUEST: It is hereby requested that the C800 Board of Directors elect a Second Vice Chair.

ISSUE: In accordance with the C800 By-Laws, the C800 Board of Directors shall elect a Second Vice Chair at their January meeting.

The current First Vice Chair, Chief Fred Charlton shall become chair, and the current Second Vice Chair, Captain James Rhodes, shall become First Vice Chair.

POLICY IMPLICATIONS: None

FINANCIAL: None

LEGAL: None

RECOMMENDATION: It is hereby recommended that the C800 Board of Directors elect a First Vice Chair and Second Vice Chair.



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C800 Budget Calendar 2016
January 20, 2016

January 20, 2016	Appoint John Hartsock Budget Officer
February 24, 2016	Publish Revised 1st Notice of Budget Committee Meeting
March 9, 2016	Publish Revised 2nd Notice of Budget Committee Meeting
March 16, 2016	Budget Committee Meeting
April 16, 2016	Publish Notice of Budget Hearing
April 20, 2016	Public Budget Hearing
June 29, 2016	Submit Budget Document to County Clerk



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Board of Directors Action Request

To: C800 Board of Directors
From: John Hartsock, Manager
Date: January 20, 2016
Re: Award of Contract for Sawtell Communications Tower to Sabre Industries

REQUEST: It is hereby requested that the C800 Board of Directors approve a purchase in the lump amount of \$46,854 with Sabre Industries Sioux City, Iowa for furnishing a 150' communication tower for the Sawtell site.

PURCHASE DESCRIPTION: Per the site design for the Sawtell radio site a 150' three leg communication tower is required. Ron Polluconi and John Hartsock developed specifications for the required tower. The specifications were publicly bid to four firms in accordance with C800's purchasing rules.

Four firms responded to the request for quotations:

Sabre Industries, Sioux City IA	\$46,854
Allstate Tower, Henderson KY	\$47,045
Rohn Tower, Peoria, IL	\$54,285
Valmont, Salem, OR	\$59,395

All four firms were responsive and responsible and Sabre Industries was chosen based on the most competitive price.

FINANCE: The funds are budgeted in capital outlay. It is anticipated that the cost will be reimbursed by the future radio system replacement general obligation bond.

LEGAL: A C800 purchase order will be utilized as approved by legal counsel.

RECOMMENDATION: It is recommended that the C800 Board of Directors approve a purchase in the lump amount of \$46,854 with Sabre Industries Sioux City, Iowa for furnishing a 150' communication tower for the Sawtell site.



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Board of Directors Action Request

To: C800 Board of Directors
From: John Hartsock, Manager
Date: January 20, 2016
Re: Formation of an Executive Committee of the Board

REQUEST: It is hereby requested that the C800 Board of Directors authorize the Chair to form and Executive Committee of the Board with the powers and duties as outlined herein.

ISSUE: At the December 16, 2015 Board Meeting it was suggested by Chief Charlton that the Board establish the position of Immediate Past Chair. The rationale for the position would be to assist the Chair, as requested, with historical perspective on issues facing the Board. This position is not delineated within the IGA or the By-Laws of C800. Staff suggests that rather than revising the By-Laws that the Board authorize the Chair to form an Executive Committee which would include the Chair / First Vice Chair / Second Vice Chair / Immediate Past Chair.

According to the By-Laws the Chair may form committees as needed:

1.3.3 Board Chair

1.3.3.4 The Chair may establish, charge and appoint Committees as needed. Each Committee shall have a minimum of three (3) members with no restrictions as to the type of partner (city, county, special district) represented.

1.3.3.5 The Chair may dissolve Committees, with the concurrence of the Board.

PURPOSE: The purpose of the Executive Committee would be to serve the interests and responsibilities of the Board of Directors of Clackamas 800 Radio Group in matters requiring evaluation and/or decision making, that are time sensitive, and/or directed by the Board between scheduled Board meetings.

COMMITTEE MEMBERS: The members of the Executive Committee shall be the Chair, First Vice Chair, Second Vice Chair, and the Immediate Past Chair. The Manager shall attend these committee meetings as a non-voting member. The Board Chair will chair the Executive Committee. In his/her absence it will be the First Vice Chair.

RESPONSIBILITIES:

- Evaluate and provide direction on matters for Board consideration;

- Serve as needed as a resource to the Manager on time-sensitive matters of business between Board meetings;
- Authority as granted by the Board of Directors
- Report to the Board at its following meeting of any actions taken

FINANCE: None

LEGAL: As allowed by the By-Laws

RECOMMENDATION: It is recommended that the C800 Board of Directors authorize the Chair to form and Executive Committee of the Board with the powers and duties as outlined herein.