



Regular Session

RS

Milwaukie City Council



**MILWAUKIE CITY COUNCIL
REGULAR SESSION**

City Hall Council Chambers
10722 SE Main Street
www.milwaukieoregon.gov

**AGENDA
JUNE 21, 2016**

2,224th Meeting

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|---|---------------|
| 1. CALL TO ORDER | |
| Pledge of Allegiance | |
| 2. PROCLAMATIONS, COMMENDATIONS, SPECIAL REPORTS, AND AWARDS | |
| A. Milwaukie High School (MHS) Outstanding Student Achievement Award for June 2016 to Abby Moore | |
| Presenter: Mark Pinder, MHS Principal | |
| B. North Clackamas School District (NCSD) November Bond | |
| Presenter: Matt Utterback, NCSD Superintendent | |
| 3. CONSENT AGENDA | |
| These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by the Council in one blanket motion; any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration of that part of the agenda. | |
| A. City Council Meeting Minutes: | 2 |
| 1. May 17, 2016, Regular Session; | |
| 2. May 19, 2016, Study Session; and | |
| 3. May 31, 2016, Special Session. | |
| B. Appointments to Boards, Commissions, and Committees – Resolutions | 17 |
| 1. Appoint Tam Guy to the Public Safety Advisory Committee (PSAC) Representing the Lewelling Neighborhood District Association (NDA) | |
| 2. Reappoint Ray Bryan to PSAC Representing the Historic Milwaukie NDA | |
| 3. Appoint Pam Denham to PSAC Representing the Island Station NDA | |
| 4. Reappoint Kim Travis to PSAC Representing the Ardenwald/Johnson Creek NDA | |
| 5. Reappoint Regis Niggerman to PSAC Representing the Linwood NDA | |
| 6. Reappoint Christopher "Kit" Donnelly to PSAC as an At-Large Member | |
| 7. Reappoint Angel Falconer to PSAC as an At-Large Member | |
| 8. Appoint Meg Elston to PSAC as an At-Large Member | |
| 9. Reappoint Michael Osborne to the Milwaukie Budget Committee | |
| C. Personal Services Agreement (PSA) with Willamette Falls Media Center (WFMC) for Public Government Access – Resolution | 28 |
| D. Microsoft Enterprise Agreement Renewal – Resolution | 42 |
| E. TriMet Property Triangle Site – Resolution – PENDING | 69 |

4. AUDIENCE PARTICIPATION

The presiding officer will call for citizen statements regarding City business. Pursuant to Milwaukie Municipal Code (MMC) Section 2.04.140, only issues that are “not on the agenda” may be raised. In addition, issues that await a Council decision and for which the record is closed may not be discussed. Persons wishing to address the Council shall first complete a comment card and submit it to the City Recorder. Pursuant to MMC Section 2.04.360, “all remarks shall be directed to the whole Council, and the presiding officer may limit comments or refuse recognition if the remarks become irrelevant, repetitious, personal, impertinent, or slanderous.” The presiding officer may limit the time permitted for presentations and may request that a spokesperson be selected for a group of persons wishing to speak.

5. PUBLIC HEARING

Public Comment will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.

A. None scheduled

6. OTHER BUSINESS

These items will be presented individually by staff or other appropriate individuals. 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.

- A. **Management and Confidential Employee Compensation** 71
Staff: Gary Rebello, Human Resources Director
- B. **Management and Confidential Employee Deferred Compensation** 72
Staff: Gary Rebello, Human Resources Director
- C. **Solid Waste Rate Setting – Resolution – PENDING** 73
Staff: Reba Crocker, Right of Way and Contract Coordinator
- D. **Fees in Lieu of Construction (FILOC) Fees – Resolution – PENDING** 74
Staff: Chuck Eaton, Engineering Director
- E. **Intergovernmental Agreement (IGA) between the City and Metro for the Harrison Main Block – Resolution – PENDING** 75
Staff: Alma Flores, Community Development Director
- F. **Regional Solids Handling Needs – Resolution – PENDING** 76
Presenter: Councilor Karin Power
- G. **Council Reports**

7. INFORMATION

8. ADJOURNMENT

Public Notice

Executive Sessions: The Milwaukie City Council may meet in Executive Session immediately following adjournment pursuant to ORS 192.660(2). All Executive Session discussions are confidential and those present may disclose nothing; representatives of the news media may attend as provided by ORS 192.660(3) but must not disclose any information discussed. Executive Sessions may not be held for the purpose of taking final actions or making final decisions and they are closed to the public.

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**Regular Session
Agenda Item No.**

3

Consent Agenda



MINUTES
MILWAUKIE CITY COUNCIL
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REGULAR SESSION
MAY 17, 2016
City Hall Council Chambers

Mayor Gamba called the 2,222nd meeting of the City Council to order at 6:30 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: City Manager Bill Monahan, City Attorney Dan Olsen, City Recorder Pat DuVal, Community Development Directory Alma Flores, Engineering Director Chuck Eaton, Planning Director Denny Egner, and Associate Planner Brett Kelter

CALL TO ORDER

Pledge of Allegiance.

PROCLAMATIONS, COMMENDATION, SPECIAL REPORTS AND AWARDS

A. Milwaukie High School (MHS) Outstanding Student Achievement Award for May 2016 to Lydia Daschel-Lloyd

Mark Pinder, MHS Principal, introduced Ms. Daschel-Lloyd and noted her achievements particularly in the areas of scholarship and athletics.

Mayor Gamba and the Councilors congratulated Ms. Daschel-Lloyd and inquired about her academic and extracurricular activities and career plans.

B. Dogwood Day Proclamation

Mayor Gamba read a proclamation naming May 21, 2016, as *Dogwood Day* in the City of Milwaukie.

C. Public Works Week Proclamation

Mr. Parkin read the proclamation naming the week of May 15 -21, 2016, as *Public Works Week* in the City of Milwaukie.

CONSENT AGENDA

Councilor Churchill asked that item B be removed from the consent agenda for discussion.

It was moved by Councilor Churchill and seconded by Council President Batey to approve Consent Agenda Items A, C, and D, and to remove Item B for discussion.

A. Resolution 52-2016: A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing the Mayor to sign an Intergovernmental Agreement (IGA) between the City of Milwaukie and Clackamas County for assistance in its annual review and adoption of Solid Waste and Recycling collections fees.

~~B. A Resolution of the City Council of the City of Milwaukie, Oregon, Authorizing execution of an Intergovernmental Agreement (IGA) with Metro to prepare a Joint Offering of Harrison and Main Street Site (Formerly the "Texaco Site") for Development.~~

C. Approve an Oregon Liquor Control Commission (OLCC) Application for Locally Sourced NW, LLC, 11238 SE 21st Ave, Suite 3 – New Outlet.

D. Authorize Lease Agreement Extension with the Milwaukie Museum

Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

AUDIENCE PARTICIPATION

Mayor Gamba outlined the audience participation procedure.

Mr. Monahan provided follow up to audience participation comments and questions from the previous Council meeting. He commented on Gary Klein’s and Ray Bryan’s concerns about Kronberg Park, and Sara Hunt’s concerns about the Milwaukie Police Department’s relationship with the community.

Milo Denham, Island Station Neighborhood District Association (ISNDA) vice chair, commented on the Kronberg Park Path and expressed concern and dismay that the bike / pedestrian bridge was not open for use. As a citizen he expressed his concern that the Park would not be open to the public for five years to protect the newly planted habitat.

David Potts, Rotary Club of Milwaukie, Peace Building Chair, discussed installing peace poles at various locations in the City as a reminder that our actions should be respectful. He discussed the feasibility of a Peace Route Walk that included Riverfront Park, the Ledding Library and Scott Park property, and the City Hall grounds. He said other cities that had installed the poles had not experienced vandalism or graffiti on the poles. He discussed next steps that included outreach to North Clackamas Parks and Recreation District (NCPRD), North Clackamas School District (NCSD), and local churches.

Mike Miller, Milwaukie resident, believed there should be a public hearing on the future of the City parking lot at Main and Harrison Streets to explore all options before making the joint offering with Metro for the development of the site. He suggested that other uses could include a community square. Downtown parking was already stressed with the opening of light rail. **Councilor Power** asked if he did not consider Moving Forward Milwaukie (MFM) a public hearing process.

Ed Zumwalt, Milwaukie resident, agreed with Mr. Miller’s comments. There were many other sites that could be developed. He recommended a hearing on this site because he did not believe people were fully aware of the MFM process and the ramifications.

Harrison and Main Street Site Development Intergovernmental Agreement (IGA) with Metro [removed from the consent agenda for discussion, item 3.B]

Ms. Flores provided a brief staff report with Megan Gibb, Metro Transit Oriented Development (TOD) program. This IGA was intended to document the relationship between the City and Metro to prepare a joint offering of the Harrison and Main Street Site for a full block development. It was one of the five opportunity sites identified in the Moving Forward Milwaukie (MFM) project.

Ms. Flores said the IGA would solidify the parameters and criteria under which incentives would be provided including Land Value Write Down, project minimums, and due diligence items such as indemnity related to the former Texaco site. She commented on the Prospective Purchasers Agreement (PPA) on that site and the update of the 15 year old environmental assessments. Other predevelopment activities included an American Land Title Association (ALTA) Survey, appraisal, and geotechnical engineering assessment. In terms of the schedule itself, a Request for Qualifications (RFQ) would be issued and responses reviewed in the second quarter of 2016 followed by the Request for Proposals (RFP) phase.

Ms. Gibb discussed the Exclusive Negotiating Agreement, the Disposition and Development Agreement (DDA), and the public process that included Planning Commission and City Council reviews.

Ms. Flores discussed full entitlement of five stories as provided for in the MFM amendments which would be a Type III land use application process.

Ms. Gibb explained the differences between the RFQ and RFP processes. The RFQ was essentially a resume outlining the responder's project experience along with a description of what he or she intended to build. With the RFP process, the developer would actually submit a schematic design, pro forma, information on the construction team, and detailed financials. The RFP was much more detailed and more costly to the developers. The IGA did state that the City and Metro would go out for an RFQ together.

Mayor Gamba understood that some residents perceived that block as the City's plaza, and that if the RFQ and RFP did not match the community's aspirations, then the project would not be built.

Ms. Gibb said Metro would not want to move forward with a partner if the likely result could be that the City was not interested in developing the property. As the City's partner Metro would want to know its level of interest.

Council President Batey noted that there was a design 11 years ago, but then the recession occurred, and the development did not move forward. Since that time, Milwaukie had also developed a South Downtown Plan.

Ms. Gibb said although plans had not been solidified, she would like to set up a small subcommittee to prepare the RFQ.

Ms. Flores added that once the RFP was public, it could no longer be discussed with potential proposers because of the risk of biasing the process. Prior to that there could be a more public discussion of aspirations.

Councilor Power understood the purpose was to keep the City Council and anyone in the City from biasing the process. It was important to keep citizens informed of the process.

Ms. Flores added this IGA evolved from the MFM program.

Councilor Parks understood there were concerns about parking and where community events such as First Fridays and Sunday Farmers Markets could be held. These issues had been discussed during the MFM adoption process.

Mr. Olsen said it was important to note that this was a five year commitment to work in good faith with Metro to develop this property generally along the lines of what was in the agreement. There were checks and balances in terms of final approval to ensure the City Council was getting what it wanted for downtown Milwaukie.

Kelli Keehner, Downtown Milwaukie Business Association (DMBA), said there had been a lot of conversation among businesses, and the Association wanted development to occur. She was concerned about the Farmers Market which was a breath of fresh air in the City. There were other opportunities at sites like the Cash Spot which might be a more appropriate place to start. How did five stories look and how would that impact businesses, residents, and visitors? One hundred and two parking spaces would be eliminated overnight, and the Chevron parking lot would likely be used for staging construction equipment and materials. People were just recovering from six years of light rail construction, and now they would be in the middle of a development project. The City needed the growth, but there had to be partnerships between the City and local businesses. She noted that not everyone had been involved with the MFM project.

Councilor Churchill explained that he had pulled the item from the consent agenda for discussion because this was a very particular property in the City of Milwaukie and crucial to not only the success of a number of events but also provided parking for

downtown businesses. He felt the IGA with Metro should be carefully structured. He referred to packet page RS14, Section 2 that addressed project minimum development program criteria; Section 2.1 set the tone for a minimum of five stories. There had been a lot of public feedback about making sure height, bulk, and mass were considered. He recommended language that referred to working within height restrictions. Councilor Churchill further suggested adding another section that addressed the loss of downtown parking. He was also concerned about section 4.1 that called out five stories and full block development.

Councilor Power agreed with Councilor Churchill that it was good to pull the IGA from the consent agenda for discussion to clarify that it was part of a long term process. She thought parking should be part of the RFQ discussion.

Councilor Churchill thought parking could be addressed as part of the minimum programming requirement.

Councilor Power added that someone may submit a proposal that did not meet the five story criteria from a zoning code perspective. She thought that language related to development standards was reflected in the range of options. Parking probably needed further Council discussion.

The group discussed the full block development, and **Mayor Gamba** understood it was considered a full block development if there was a plaza in the middle. **Councilor Churchill** thought it implied that the whole block was massed.

Councilor Parks thought the intentions would become clearer as the RFQ was developed, and she did not think the IGA needed to address that. She did not disagree with Councilor Churchill's point.

Council President Batey said as a Celebrate Milwaukie, Inc. (CMI) board member she felt South Main would work for the Sunday Farmers Market. She was not averse to the changes that Councilor Churchill was proposing but questioned wordsmithing the IGA at this meeting. The group discussed its options.

Councilor Parks thought it would take five stories to incorporate the amenities and innovations of the development.

Mayor Gamba said he could go either way on the five stories since the code would address that matter. He asked for clarification of the term full block development.

Ms. Gibb said it was her understanding that Metro did not want just half the site developed and was looking for a unified development project. It was a joint offering of one full block.

Ms. Flores referred to IGA Section 8.1, approval of plans that were pursuant to the Milwaukie development code. The current zoning for that site was three floors, four floors with housing, and a fifth floor bonus for sustainability.

Councilor Churchill said the average citizen interpreted it as density at all costs. He was concerned about bulk and mass on the Main Street side.

Ms. Gibb explained there had to be housing at the site to qualify for the program, and consultant Jerry Johnson said from a market standpoint that it had to be five stories to be financially feasible. Essentially, the IGA said that Milwaukie and Metro would continue to work together.

Mayor Gamba said the Milwaukie code would drive the design of the building to a great degree.

Councilor Power said to Councilor Churchill's point, the way this IGA was written and the way in which the joint offering was done would preclude a design of less than five stories.

Ms. Gibb understood there was a joint IGA entered into before Metro closed on the property which called for a five story building. The ability to spend dollars on that

property was tied to activation for transit use given its proximity to light rail. That did not mean the whole building had to be five stories.

Ms. Flores added that the base zone was three stories.

Councilor Churchill suggested adding a section 2.4 that would read, “consider the opportunity to incorporate public parking into the development.” This would be a reflection of the DMBA’s concerns.

Councilor Power did not support putting that language in the IGA because she felt it was above and beyond the current development criteria. She thought parking belonged in the RFQ but not in the IGA.

Mr. Olsen suggested changing 2.1 to “a maximum of five stories.” In terms of full block development, he thought it was important to send the message to development community that Milwaukie and Metro were committed to making the full block available for development.

The group agreed that any changes to the draft IGA should be reviewed by attorneys for both parties.

Mayor Gamba took a thumbs up / thumbs down poll on the items discussed:

Should the full block development language be left as written? Yes: Batey, Parks, Power, and Mayor Gamba; No: Churchill.

Should Section 2.1 five stories language remain? Unanimous that language should be tweaked. **Councilor Parks** proposed that language related to “height restriction in the existing zoning code.” There was unanimous approval for that change.

Should the language remain as written or should a new Section 2.4 be added that would read “consider the opportunity to incorporate public parking in the development?” Remain as written? Yes: Parks, Power, and Gamba; No: Batey and Churchill.

In response to a question from Councilor Power, **Ms. Flores** said she had been so focused on the complexities of the IGA with Metro for the Main and Harrison site that she had not completed a schedule for the Cash Spot site. Once the next draft of the IGA was done, she would like another discussion to address suitability, bulk and mass, type of housing, and parking.

Councilor Churchill said he would like to see 4.1 rewritten to ensure it was not five stories above retail.

Mr. Monahan said the IGA would be on a future agenda as a business item.

Mayor Gamba recessed the Regular Session at 8:08 p.m. and reconvened the Regular Session at 8:20 p.m.

PUBLIC HEARING

None scheduled.

OTHER BUSINESS

A. 19th Avenue and Sparrow Street Greenway Concept Plan – Resolution

Mr. Egner and **Mr. Kelper** provided the staff report in which staff requested that City Council hear final comments on the Plan and approve the Resolution adopting the Concept Plan for the 19th Avenue and Sparrow Street Neighborhood Greenway. Mr. Kelper briefly provided a recap of the project that was in a neighborhood that clearly did not want curbs and sidewalks. Council authorized an IGA with the Oregon Department of Transportation (ODOT) to allow the City to utilize consultant services funded by a

Quick Response Grant from the Oregon Department of Land Conservation and Development (DLCD) via the State's Transportation Growth Management (TGM) program. He reviewed the objectives and public process. He noted this was a planning and design project and that there was no funding available for construction.

Mr. Kelter showed slides of the overall concept which was a relatively light treatment that essentially formalized what was already taking place. Not a lot was changing on 19th Avenue, and participants indicated the street was working well the way it was. The challenges that needed to be addressed were Americans with Disabilities Act (ADA) compliance and maintaining emergency access. Sparrow Street had a little more connectivity, higher speeds, and potential for stormwater issues than 19th Avenue. The Concept Plan was a guide and not the final design for either street. There would be future opportunity for public participation during the engineering phase.

Mr. Kelter outlined the next steps. Once Council adopted the Resolution to guide the construction design, the new designs would be incorporated into the Public Works Standards. Opportunities for funding would be monitored, and in the meantime the City would continue to collect fees in lieu of construction (FILOC) when improvements were triggered.

Mayor Gamba asked about flush curbs to protect the concrete edge, and **Mr. Egner** responded that those were still in the Concept Plan.

Milo Denham, ISNDA and 19th Avenue resident, said the process was exactly what the neighbors wanted. He supported the proposed street design for 19th Avenue.

Cindy Blase, Sparrow Street resident, expressed concern about the Sparrow Street portion. She understood from the neighborhood meetings that in order to be ADA compliant all the parks had to be connected. She asked how Sparrow Street connected the parks and noted the inclines were very steep. She did not think that Sparrow Street and River Road were the most efficient connections.

Mr. Kelter replied that the Transportation System Plan (TSP) identified a number of neighborhood greenways in the City to make safer bike and pedestrian connections. 19th Avenue, Sparrow Street, and River Road were identified to provide overall safe connection although he agreed there were issues of grade.

Mr. Egner added that the higher level of improvement on Sparrow Street was a function of the slope and was part of the need for a sidewalk to help those with special needs.

Mayor Gamba said for him stormwater management was also very important.

Mr. Kelter said the question about how Sparrow Street ended up as a Neighborhood Greenway opened the hood on TSP, and development of the property at 19th Avenue and Sparrow Street expedited the whole conversation. Even though the two streets were different, they were in the same neighborhood and had some similarities. Part of opportunity was to recognize that the streets were different and to take advantage of pulling back from a traditional design while addressing stormwater.

Council President Batey noted there were some in the neighborhood who hoped to connect Sparrow Street to the Trolley Trail.

Councilor Churchill was troubled by how this had evolved from the development of one property at the corner 19th Avenue and Sparrow Street. It seemed as if one parcel was driving an entire process.

Councilor Power said there had been significant discussion of sidewalks in the ISNDA over time that resurfaced because of this development.

Councilor Parks said this one property may have been the catalyst, but this was an area that had wanted to know what its future was for quite some time.

It was moved by Councilor Power and seconded by Councilor Parks to approve the Resolution Adopting a Concept Plan for the 19th Avenue and Sparrow Street

Neighborhood Greenway. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

RESOLUTION No. 53-2016:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ADOPTING A CONCEPT PLAN FOR THE 19TH AVENUE AND SPARROW STREET NEIGHORHOOD GREENWAY.

B. Expedited Annexation of the Property Located at 4425 SE Johnson Creek Boulevard – Ordinance

Mr. Kelter briefly described the annexation that included adjacent right of way.

It was moved by Councilor Power and seconded by Council President Batey to approve the first and second readings by title only and adoption of the Ordinance Annexing a tract of land identified as Tax Lot 1S2E30BB02100 and located at 4425 SE Johnson Creek Boulevard, as well as the adjacent public right-of-way on Johnson Creek Boulevard, into the City Limits of the City of Milwaukie (File #A-2016-002). Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

Mr. Monahan read the Ordinance two times by title only.

Ms. DuVal polled the Council: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

ORDINANCE NO. 2121:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ANNEXING A TRACT OF LAND IDENTIFIED AS TAX LOT 1S2E30BB02100 AND LOCATED AT 4425 SE JOHNSON CREEK BOULEVARD, AS WELL AS THE ADJACENT PUBLIC RIGHT-OF-WAY ON JOHNSON CREEK BOULEVARD, INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE (FILE #A-2016-002).

Fee in Lieu of Construction (FILOC) Fee Resolution Discussion [Moved from May 17, 2016, Work Session]

Mr. Eaton said if adopted the new Ordinance would establish the FILOC fees outside of the zoning code. It would establish the methodology to determine the cost of the various utilities. He understood Council direction was to look at standardization of fees. The current process was based on historical data for specific properties and for each unit going onto that property which created a range. He discussed recent half street improvements and provided recent historic information. The average FILOC cost was \$298 per lineal foot and was for transportation only. He reviewed the options including standardized unit costs and the differences between systems develop charges (SDC) and FILOC. He discussed accessory dwelling units (ADU).

Council President Batey said she was now more comfortable that fees in lieu were appropriate.

Councilor Power liked the idea of a fixed fee and the clarity it provided.

Mr. Eaton said he wanted to review his calculations prior to drafting the Resolution, and he further recommended indexing the fees. The sample cost methodology was based on neighborhood streets, so he would also calculate fees for collectors.

Mr. Olsen addressed the proportionality question posed by Mayor Gamba which he said would be based on the impacts of the construction.

Mr. Eaton said there would be two different triggers that were based on what was being built and the street classification. He still had to calculate some of the nuances before the fees were considered. He understood the Council preferred the fixed fee model.

C. Amend Milwaukie Municipal Code (MMC) Chapter 19.706 Fee in Lieu of Construction – Ordinance

Mr. Eaton explained the amendments found in the proposed Ordinance included establishing the fees in a separate Resolution and changing the ten year timeframe limitation. Sections D and E were new. D addressed extensive offsite improvements, and E addressed proportionality requirements. An ADU triggered improvements and would only be eligible for a fee in lieu if it met conditions.

It was moved by Councilor Power and seconded by Councilor Churchill to approve the first and second readings by title only and adoption of the Ordinance Amending the Municipal Code by Adding a New Chapter 13.32 Adopting a Fee In Lieu of Construction Program. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

Mr. Monahan read the Ordinance two times by title only.

Ms. DuVal polled the Council: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

ORDINANCE NO. 2122:

AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, AMENDING THE MUNICIPAL CODE BY ADDING A NEW CHAPTER 13.32 ADOPTING A FEE IN LIEU OF CONSTRUCTION PROGRAM.

D. Council Reports

Mayor Gamba discussed the 17th Avenue Multiuse Path Groundbreaking, the Wayfinding online survey, the Bike More Challenge, the Farmers Market Urban Renewal information booth, the guided Art Walk and Trivia tour, Field Day in the Park, Memorial Day closures, and First Friday events.

Council President Batey announced the June 1st dedication event for Spring Park.

ADJOURNMENT

It was moved by Councilor Power and seconded by Councilor Parks to adjourn the regular session. Motion passed with the following vote: Councilors Churchill, Batey, Parks, and Power and Mayor Gamba voting “aye.” [5:0]

Mayor Gamba adjourned the regular session at 9:24 p.m.

Respectfully submitted,

Pat DuVal, Recorder



MINUTES
MILWAUKIE CITY COUNCIL
www.milwaukieoregon.gov

STUDY SESSION
MAY 19, 2016
City Hall Conference Room

Mayor Gamba called the Study Session to order at 6:00 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: City Manager Bill Monahan, City Attorney Dan Olsen, City Recorder Pat DuVal, Assistant to the City Manager Mitch Nieman, Engineering Director Chuck Eaton, Sustainability Director Clare Fuchs, Public Works Director Gary Parkin, Water/Wastewater Supervisor Ronelle Sears, and Water Quality Coordinator Don Simenson

Milwaukie Drinking Water Quality

Mr. Parkin provided an overview of the topic, and introduced Ms. Sears, Mr. Simenson, and Tom Pattee, Groundwater Coordinator for the Oregon Health Authority (OHA). He provided a brief historical overview of the City's water system and noted that Milwaukie's wells draw from the Troutdale Gravel Aquifer (TGA).

Mayor Gamba noted that the presentation would include the staff presentation, Council questions, and if time allowed audience questions.

Mr. Parkin continued reviewing the history of the City's water system and previewed the water quality standards to be discussed by Mr. Simenson.

Ms. Sears provided an overview of the experience and certification levels of the City's Water Division staff, and noted the size of the City's water system.

Mr. Simenson reported that the City works to ensure that Milwaukie has safe drinking water by meeting and exceeding Federal and State standards and City ordinances. He noted that some State standards were unregulated due to a lack of Federal funding and explained how the Federal Environmental Protection Agency (EPA) used data collected from local water systems to update water quality standards.

Councilor Power asked if other water systems pulled from the TGA. **Mr. Simenson** reported that the cities of Vancouver, Washington, and Portland, Oregon, use water from the TGA, and he described the geographic area covered by the TGA.

Councilor Power asked about the status of the water systems intertie connection between the cities of Portland and Milwaukie. **Mr. Simenson** reported that the intertie connection had not been used since 1990, but had recently been rebuilt and found to be in working condition.

Councilor Churchill inquired about the interaction between Johnson Creek and the TGA, and **Mr. Simenson** suggested that Mr. Pattee would address that question.

Mr. Simenson reviewed the required training completed by City staff and thanked Council for their recent support of water quality infrastructure projects and programs. He noted the role of the Citizens Utility Advisory Board (CUAB) in providing feedback to the City and reported that staff provides facility tours and public education sessions on water use and care. He explained that the City's water system is constantly monitored and features equipment designed to stop contamination from entering the system.

Mayor Gamba asked what chemicals detected in the water system were being treated. **Mr. Simenson** discussed the volatile organic chemicals (VOCs) that have been detected in the City's water system. He explained that VOCs had been first detected in

Milwaukie's water system in the 1980s which caused the City to tie into the City of Portland's system for 2 years while water treatment plants were built. He reported that the City's water system had been online without interruption since 1990.

Council President Batey noted the size of the aeration towers and **Mr. Simenson** described how the towers use chlorine to disinfect the water and remove VOCs.

Councilor Power and **Mr. Simenson** discussed the challenges facing the City of Portland in treating water stored in outdoor reservoirs and noted that Milwaukie's aeration towers feature elbow ventilation pipes.

Councilor Churchill and **Mr. Simenson** discussed the third-party verification process the City uses for water sample testing. **Mr. Simenson** explained that Alexin Analytical Labs conducts water sample testing for 21 VOCs required by the State and 36 VOCs that are not regulated by the State.

Councilor Power and **Mr. Simenson** noted that the water sample test results were for the water consumed by the public. **Mr. Simenson** presented and discussed Milwaukie water testing data available on the website <https://yourwater.oregon.gov>. He noted the depth and capacity of the City's wells and described the well operating cycle.

Mr. Simenson reviewed the water testing data and noted the City's interest in tracking the chemicals Dichloroethylene, Tetrachloroethylene, and Trichloroethylene.

Councilor Churchill and **Mr. Simenson** discussed the water sample chain of custody.

Mr. Simenson reported that the City tests for synthetic organic chemicals (SOCs) like anti-weed sprays and for some chemicals that the Oregon Department of Environmental Quality (DEQ) is interested in near contaminated sites.

The group noted that fluoride is a naturally occurring chemical and that the City's detected level of fluoride is below the EPA's recommended dosage level.

Mr. Simenson reported that the City's pH and mineral levels are at good levels for drinking water and noted that neighboring communities have more aggressive minerals in the drinking water. He confirmed that "ND" in the testing data means "Not Detected".

The group noted the benefits of the water testing results being made available online and discussed the common confusion about the source of the City's drinking water.

Mr. Simenson presented a map showing where the City's water system interacts with neighboring water systems.

The group reviewed a map showing where contaminated water would hypothetically travel underground over a 10 year period. They discussed the size and material make-up of the TGA and how slowly water moves through the aquifer.

Councilor Power asked about the ability of the City's water system to deal with drought and **Mr. Simenson** explained that the TGA recharges from various water sources.

Councilors Churchill and **Power** inquired about the impact of surface water bodies on the TGA and the City's drinking water. **Mr. Pattee** reported that the impacts of Johnson Creek on the TGA had not been looked at and that the distance from the City's wells to the Willamette River would prevent any contamination reaching the drinking water.

Mr. Pattee presented the results of the most recent source water assessment of the City's water system that identified sensitivities and susceptibilities in well construction, aquifer characteristics, and water quality. He described the composition of the TGA and noted how slowly water moves through different soil materials.

The group noted the number of dry wells in the City and remarked that the susceptibility of drywells to contaminated water depended upon the well's casing seal.

Mayor Gamba asked about possible sources of VOCs detected in the groundwater and **Mr. Pattee** explained how VOCs could travel through the layers of the aquifer.

Mr. Pattee explained that source water assessments have been required by the EPA since 1996 and that the OHA and DEQ have worked with local water systems to develop drinking water protection plans to protect water quality. **Councilor Power** and **Mr. Pattee** noted water systems in Oregon that had pro-active water protection plans.

Mr. Pattee explained how well construction is analyzed in a source water assessment.

Mr. Pattee, Councilor Churchill, and Mr. Simenson discussed the depth and age of the casing seals in the City's wells, and noted the potential of damaging older seals during exploratory work. **Mr. Pattee** reported which City wells met OHA standards.

Council President Batey and Mr. Pattee discussed how the clay areas of the aquifer slows or contains plume contaminations. **Councilor Churchill and Mr. Pattee** noted that boring logs were used to determine the permeability of the clay areas in the aquifer.

Mayor Gamba, Mr. Pattee, and Mr. Simenson discussed the water level of Well 8.

Mr. Pattee reported that the aquifer's sensitivity risks were low-to-moderate for most areas of the City's water system and that the soil permeability around the City's wells presented moderate risks. He explained how risk was determined and noted that the City's Well 2 had the highest sensitivity to local practices that could impact the drinking water.

Mr. Pattee, Mr. Simenson, and Mayor Gamba discussed the location of several City wells and noted that chemicals detected in the water are treated before being used as drinking water. They reviewed the City's recent water testing cycles.

Mr. Pattee presented a topographic map showing potential contaminant sources and noted that it could take 10 years for a contaminant to infiltrate the groundwater. He explained that the OHA was in the process of updating the potential contamination source inventories which included decommissioned heating oil tanks.

Councilor Churchill and Mr. Pattee noted the importance of well casing seals in keeping contamination out of the drinking water.

Councilor Power and Ms. Sears noted that Council would discuss the Well 2 replacement project at a future meeting.

Mr. Pattee and Mr. Simenson reported that the Facility Profiler data available on DEQ's website included potential contaminant sources.

Councilor Power asked for a follow-up report on the seismic resiliency and long-term growth capacity of the City's water system. **Council President Batey** suggested that the water consortium be invited to a water system resiliency discussion.

Councilor Churchill requested that staff address the spikes in raw water VOCs detected that were reported in the Staff Report.

Mayor Gamba summarized that water contamination testing data was available online for public review and asked that questions be directed to himself or the City Manager.

Kronberg Park Path Discussion

Mr. Monahan provided an overview of the Kellogg Lake pedestrian bridge and Kronberg Park access projects and introduced Scott Archer, North Clackamas Parks and Recreation District (NCPRD) Director.

Mr. Archer introduced himself and explained his new role as the NCPRD Director.

Councilor Power discussed why the bridge and path projects had developed separately and noted concerns about the bridge opening and park completion costs.

The group reviewed the cost estimates for completing the path and park.

Councilor Power, Council President Batey, and Mayor Gamba remarked on the expectations established during the Kronberg Park Master Plan process.

Councilors Power and **Churchill** expressed interest in hearing about the City's liability risk in leaving Kronberg Park unfinished and reported that the Island Station Neighborhood District Association (ISNDA) and the Historic Milwaukie Neighborhood District Association (HMNDA) were interested in seeing the park opened.

Mr. Eaton reviewed the City's Connect Oregon multi-use trail grant application that would fund the park path as outlined in the Master Plan. **Councilor Parks** noted that NCPRD and ISNDA had some funds available to support park projects.

The group discussed how Connect Oregon grants are prioritized and noted that the grant would require the City to identify matching funds or in-kind contributions.

Councilor Power, **Mr. Eaton**, **Council President Batey**, and **Mayor Gamba** discussed the possibility of reviewing the Kronberg Park Master Plan to identify a less expensive path connection from the bridge to the crosswalks on McLoughlin Boulevard.

Council President Batey and **Councilors Churchill** and **Parks** suggested that Council consider the City's liability in letting ad hoc trails develop in the Park.

Mr. Olsen provided an overview of the laws relating to undeveloped parks and discussed the risk of liability, responsibility for injuries, and cited case law examples.

Mayor Gamba and **Mr. Olsen** discussed the impact of taking affirmative action to reduce the risky behavior already occurring in the Park.

Mr. Olsen reviewed how risk was assessed and how the conduct of an injured person is factored into the liability. He discussed comparative fault and discretionary immunity as liability defenses and the importance of conducting policy risk/benefit assessments.

Council President Batey asked if there was more liability risk in laying a gravel path rather than allowing ad hoc paths to develop. **Mr. Olsen** suggested that engineers and park designers would assess the risks of different types of paths and discussed how discretionary immunity could be used as a liability defense.

The group noted that current public behavior at the Park should be documented and that CityCounty Insurance Services (CIS) would conduct a risk assessment of any Park design plan to assess the discretionary immunity policy choice process.

Mayor Gamba and **Mr. Olsen** discussed foreseeable liability should an individual be injured crossing McLoughlin Boulevard from a built path versus an ad hoc path.

The group discussed the impact of installing signage and barriers to prevent people from walking along or crossing McLoughlin Boulevard outside marked crosswalks, riding bicycles on the wrong pathways, and parking motor vehicles in the Park. They noted the need to work with the Oregon Department of Transportation (ODOT) and Union Pacific Rail Road (UPRR) to secure permits and Right-of-Way (ROW) access.

Mr. Olsen explained recreational immunity and suggested that it was less applicable to the current situation at Kronberg Park.

Mr. Eaton and **Council President Batey** discussed mitigation planting done in the Park by NCPRD and TriMet and concerns about pathway construction and public access to protected areas of the Park. **Mr. Archer** and **Mayor Gamba** discussed the warranty period on the mitigation work done by NCPRD.

The group discussed the topography of the Park and when the mitigation and restoration work had been done.

Mr. Eaton reported that TriMet's contractor still had work to do in the Park and he reviewed the mitigation plantings required by the Park's Master Plan. He presented a plan to construct a temporary gravel path through the Park and noted that ODOT may require a full sidewalk in order to meet Americans with Disabilities Act (ADA) standards.

The group noted that a full sidewalk through the Park would require a retaining wall to be built and they discussed the impact of existing trees on the path's route.

Mr. Olsen and **Mr. Eaton** commented on the potential for increased liability risk and maintenance responsibilities when working in an ODOT ROW.

The group discussed the possibility of constructing a path through the Park that avoided the mitigation plantings and stopped at the ODOT ROW.

Councilor Power, **Mayor Gamba**, **Mr. Olsen** and **Mr. Monahan** discussed the net impact on the City's liability risk if a new Park path reduced the number of people using an unauthorized ad hoc trail through the Cash Spot site to Dogwood Park.

The group discussed concerns about a blind spot under the train trestle on McLoughlin Boulevard where people walk or bike within dangerous proximity to street traffic.

Mr. Eaton summarized that the City's 3 options were to leave the bridge closed until a permanent path was built, construct a temporary path to open the bridge, or open the bridge with the existing conditions. He remarked on next steps in the project and confirmed that mitigation barriers could be factored into the project.

Council President Batey and **Mr. Eaton** discussed the use and protection of the areas of the Park where NCPRD had done mitigation planting.

Councilor Parks noted that previous discussions had suggested that staff meet with TriMet and NCPRD to identify options to open the park.

Mr. Eaton reported that the City would hear from the Oregon Transportation Commission (OTC) regarding the Connect Oregon grant in July 2016.

Mr. Archer thanked Council for the discussion and suggested that the City and NCPRD shared the goal of completing the Park. He noted concerns about safety and ADA requirements and reported that NCPRD staff had begun to discuss the Park with the City, TriMet, and ODOT. He commented on his overall assessment of the project and asked that NCPRD be given time to discuss the project with the agencies involved and report back to Council. **Mayor Gamba** suggested that NCPRD should report back to Council by August 2016 when the City would find out about the Connect Oregon grant.

Councilor Power summarized that the City's immunity to liability risk is not alleviated regardless of the type of path constructed.

The group discussed when NCPRD should meet with Council again regarding the Park. They noted the impact of the Connect Oregon grant funding on what option would be pursued to open the Park and when the Park would open. It was the group consensus that NCPRD would report back to Council in 1 month.

Councilor Power commented on the increased interest in opening the bridge by the time the food cart pods open on the Triangle Site.

Mr. Eaton remarked that opening the bridge would address the dangerous blind spot on McLoughlin Boulevard under the train trestle.

Mr. Archer confirmed that NCPRD would collect as much information as possible from all the agencies involved and report back to Council in 1 month. **Councilor Churchill** commented on the importance of discussing the project with all involved agencies.

The group reviewed Council's forecasted meeting schedule and agreed that NCPRD would be added to the July 5, 2016, Work Session agenda to report on the Park.

Mayor Gamba recessed the Study Session at 9:13 p.m. and reconvened the Study Session at 9:16 p.m.

Energy Saving Performance Contracting Report

Mr. Parkin introduced Joe O'Donnell and Jason Carver, consultants with the energy saving company (ESCO) Ameresco, Inc. He reviewed the energy saving projects identified by Ameresco and the City and noted that several were no longer being

pursued. He reported that the City had asked Ameresco to manage an elevated water tank cleaning and painting project.

Mr. O'Donnell explained the acronyms energy saving performance contracting (ESPC) and ESCO and described the benefits of working with an ESCO. He reviewed the previously identified energy saving projects and noted that the Ledding Library air handler project could be removed from the ESPC given the recent passage of a library construction bond measure. He discussed how Ameresco would provide project management services for the elevated water tank project.

Mr. Carver reviewed the options considered for the elevated water tank project and reported that Ameresco and City staff decided to pursue the option to strip and recoat the interior of the tank and water blast and encapsulate the lid. He reported that Ameresco had successfully negotiated a warranty with the project contractor and supplier, and noted that the project was projected to cost \$1.4 million. **Mr. O'Donnell** noted the involvement of City staff in the contractor/supplier negotiations.

Council President Batey asked if the City's other reservoirs could hold enough water while one was repaired. **Mr. Parkin** replied that staff was looking at using the water system intertie with the City of Portland if necessary. **Mr. O'Donnell** and **Mr. Carver** commented on the seasonal timing of water tank projects.

Mr. O'Donnell remarked on the good relationship between Ameresco and the City and reviewed the elements of construction project management. He noted that any cost savings would be reconciled back to the City and discussed the proposed ESPC for Council to consider.

Mayor Gamba noted that he would like to see the ESPC cost numbers without the Ledding Library air handler project.

The group discussed the Ledding Library air handler project and noted that the project could be removed from the ESPC. **Mr. Carver** reported that the air handler project would cost about \$42,000 for a temporary modernization and that City staff had already been looking at getting this work done.

Mr. Parkin suggested that the next step would be for Council to consider the ESPC on a Regular Session Consent Agenda.

It was the Council consensus that staff and Ameresco should move forward on the elevated water tank project as recommended with the understanding that the Ledding Library air handler project could be removed, and that the ESPC would be placed on the June 7, 2016, Regular Session Consent Agenda.

Mayor Gamba adjourned the Study Session at 9:31 p.m.

Respectfully submitted,

Scott S. Stauffer, Administrative Specialist III



MINUTES
MILWAUKIE CITY COUNCIL
www.milwaukieoregon.gov

SPECIAL SESSION
MAY 31, 2016
City Hall Conference Room

Mayor Gamba called the Special Session to order at 6:08 p.m.

Council Present: Council President Lisa Batey and Councilors Scott Churchill, Wilda Parks, and Karin Power

Staff Present: Human Resources Director, Gary Rebello

Guest Present: Heather Gantz, Branch Director Waldron

City Manager Recruitment Process Discussion

This special session was the official kick-off meeting to start the recruitment process for a new City Manager to replace Bill Monahan who is retiring October 2016.

Heather Gantz described the intent of the session is to gather feedback from Council regarding the process for community involvement and to gain initial comments as to the attributes, skills and qualifications of the ideal City Manager candidate. Additionally it would be good to identify challenges and opportunities facing the City which would need to be addressed by the incoming City Manager.

Councilors discussed and agreed there should be a fairly significant community involvement in both the front end and backend of the recruitment process. The Council identified community stakeholders to be interviewed regarding creating a profile of the desired candidate.

Next steps:

- Schedule and conduct stakeholder interviews – internal and external
- Draft recruitment position profile
- Review job description for possible updating

Mayor Gamba adjourned the Study Session at 7:40 p.m.

Respectfully submitted,

Gary Rebello, Human Resources Director



MILWAUKIE CITY COUNCIL
AGENDA ITEM SUMMARY

Agenda Item: **RS 3. B.**

Meeting Date: **June 21, 2016**

Title: **Appointments to Boards, Commissions, and Committees**

Prepared By: Jason Wachs, Community Programs Coordinator

Department Approval: Mitch Nieman, Assistant to City Manager

City Manager Approval: Bill Monahan, City Manager

Approval Date:

ISSUES BEFORE COUNCIL

Recommendation to appoint two new members and reappoint six current members to the Public Safety Advisory Committee and reappoint one current member to the Budget Committee.

STAFF RECOMMENDATION

Appoint or reappoint the following members to the Public Safety Advisory Committee as a result of their respective Neighborhood District Association (NDA) elections in May 2016:

- Appoint Tam Guy (Position #2 – Lewelling NDA Representative)
- Reappoint Ray Bryan (Position #5 – Historic Milwaukie NDA Representative)
- Appoint Pam Denham (Position #6 – Island Station NDA Representative)
- Reappoint Kim Travis (Position #7 – Ardenwald/Johnson Creek NDA Representative)
- Reappoint Regis Niggemann (Position #9 – Linwood NDA Representative)

Reappoint the following at-large members to the Public Safety Advisory Committee as a result of the Chair and/or Staff Liaison determining that their participation and attendance has been valuable to the success of the committee:

- Reappoint Christopher “Kit” Donnelly (Position #4 – At-Large Member)
- Reappoint Angel Falconer (Position #11 – At-Large Member)

Appoint the following member to the Public Safety Advisory Committee’s open at-large position (Position #10) who was previously serving as the Island Station NDA Representative, but had to step down due to moving out of the Island Station Neighborhood.

- Appoint Megan Elston (Position #10 – At-Large Member)

Reappoint the following member of the Budget Committee as a result of the Chair and Staff Liaison determining that their participation and attendance has been valuable to the success of the committee:

- Reappoint Michael Osborne (Position #5 – Budget Committee)

KEY FACTS & INFORMATION SUMMARY

Refer to staff recommendations.

OTHER ALTERNATIVES CONSIDERED

NA

CITY COUNCIL GOALS

NA

FISCAL NOTES

NA

ATTACHMENTS

Resolutions for appointments.



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon appointing Tam Guy to the Public Safety Advisory Committee.

WHEREAS, A vacancy currently exists on the Public Safety Advisory Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Tam Guy possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Tam Guy is appointed to the Public Safety Advisory Committee position #2 – Lewelling Neighborhood District Association Representative.

SECTION 2: That her term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016.**

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon reappointing Ray Bryan to the Public Safety Advisory Committee.

WHEREAS, Ray Bryan has served six full terms on the Public Safety Advisory Committee;
and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Ray Bryan possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Ray Bryan is reappointed to the Public Safety Advisory Committee position #5 – Historic Milwaukie Neighborhood District Association Representative.

SECTION 2: That his term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon appointing Pam Denham to the Public Safety Advisory Committee.

WHEREAS, A vacancy currently exists on the Public Safety Advisory Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Pam Denham possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Pam Denham is appointed to the Public Safety Advisory Committee position #6 – Island Station Neighborhood District Association Representative.

SECTION 2: That her term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016.**

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon reappointing Kim Travis to the Public Safety Advisory Committee.

WHEREAS, Kim Travis has served a portion of one full term on the Public Safety Advisory Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Kim Travis possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Kim Travis is reappointed to the Public Safety Advisory Committee position #7 – Ardenwald-Johnson Creek Neighborhood District Association Representative.

SECTION 2: That her term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon reappointing Regis Niggemann to the Public Safety Advisory Committee.

WHEREAS, Regis Niggemann has served a portion of one full term on the Public Safety Advisory Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Regis Niggemann possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Regis Niggemann is reappointed to the Public Safety Advisory Committee position #9 – Linwood Neighborhood District Association Representative.

SECTION 2: That his term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon reappointing Christopher "Kit" Donnelly to the Public Safety Advisory Committee.

WHEREAS, Christopher "Kit" Donnelly has served a portion of one full term on the Public Safety Advisory Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Christopher "Kit" Donnelly possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Christopher "Kit" Donnelly is reappointed to the Public Safety Advisory Committee position #4 – Member At-Large.

SECTION 2: That his term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon reappointing Angel Falconer to the Public Safety Advisory Committee.

WHEREAS, Angel Falconer has served one full term on the Public Safety Advisory Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Angel Falconer possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Angel Falconer is reappointed to the Public Safety Advisory Committee position #11 – Member At-Large.

SECTION 2: That her term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon appointing Megan Elston to the Public Safety Advisory Committee.

WHEREAS, Megan Elston has served one full term on the Public Safety Advisory Committee as the Island Station Neighborhood District Association Representative; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Megan Elston possesses the necessary qualifications to serve on the Public Safety Advisory Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Megan Elston is appointed to the Public Safety Advisory Committee position #10 – Member At-Large.

SECTION 2: That her term of appointment shall commence July 1, 2016 and shall expire June 30, 2018.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A resolution of the City Council of the City of Milwaukie, Oregon reappointing Michael Osborne to the Budget Committee.

WHEREAS, Michael Osborne has served a portion of one full term on the Budget Committee; and

WHEREAS, Milwaukie Charter Section 26 provides that, "the mayor, with the consent of the council, shall appoint the various committees provided for under the rules of the council or otherwise and fill all vacancies in committees of the council from that body," and

WHEREAS, Michael Osborne possesses the necessary qualifications to serve on the Budget Committee.

Now, therefore, the City of Milwaukie, Oregon resolves as follows:

SECTION 1: That Michael Osborne is reappointed to the Budget Committee position #5.

SECTION 2: That his term of appointment shall commence July 1, 2016 and shall expire June 30, 2020.

Introduced and adopted by the City Council on **June 21, 2016**.

This resolution is effective immediately.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. C.**
 Meeting Date: **June 21, 2016**

To: Mayor and City Council
 Through: Bill Monahan, City Manager

Subject: **Personal Services Agreement (PSA) with Willamette Falls Media Center (WFMC) for Public Government Access – Resolution**

From: Pat DuVal, City Recorder
 Scott Stauffer, Administrative Specialist III

Date: June 9, 2016, for June 21, 2016, Regular Session

ACTION REQUESTED

Council is asked to authorize the City Manager to sign a new two-year Personal Services Agreement (PSA) with Willamette Falls Media Center (WFMC) for Government and Public Access Services.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

On **May 10, 2016**, the City issued a Request for Proposals (RFP) for Government and Public Access Services. The RFP notice was posted on the City’s website and published in the *Daily Journal of Commerce*. By the RFP due date on June 3, 2016, WFMC was the only respondent.

BACKGROUND

The City has maintained a services agreement with WFMC (formerly Willamette Falls TV) for cable studio access, cablecast programming, and audio/visual support services since 2004. WFMC operates and coordinates programming for the City on Comcast cable channel 30 (government access) which broadcasts within City Limits.

In January 2013 the City signed a one and a half-year PSA with WFMC and then extended it for four months through October 2014. The City went out for proposals to write a new contract and signed a two-year PSA which will expire on June 30, 2016.

Comparison of Current and Proposed Costs by Fiscal Year (FY)

TABLE 1	FY2015-16	FY2016-17	Increase*	FY2017-18	Increase*
Government Access Operations	\$30,000.00	\$30,000.00	0%	\$30,000.00	0%
Public Access Operations	\$20,000.04	\$22,000.00	10%	\$22,000.00	0%
Population-Based Rate	\$11,160.96	\$11,278.00	1%	\$11,278.00	0%
Half-Day Field Production Rate	\$275.00	\$275.00	0%	\$275.00	0%
Full-Day Field Production Rate	\$480.00	\$450.00	-6%	\$450.00	0%

*% Increase over previous FY; Note that the next 2 proposed FY rates are identical.

The increase in Public Access Operations reflected in Table 1 is due to increasing facility and operational costs, and was determined to be an equitable increase by the WFMC Board for all WFMC service contracts.

CONCURRENCE

Staff recommends that Council authorize the City Manager to sign a new PSA with WFMC.

FISCAL IMPACTS

The proposed PSA includes a two-year budget totaling \$118,855. The adopted Biennial 2016-2017 Budget includes funding for these services, including materials and services.

WORK LOAD IMPACTS

Staff does not anticipate any additional work load.

ALTERNATIVES

Seek a different contractor to provide Government and Public Access Services or

ATTACHMENTS

1. Resolution
2. Personal Services Agreement



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO SIGN A PERSONAL SERVICES AGREEMENT (PSA) WITH WILLAMETTE FALLS MEDIA CENTER (WFMC) TO PROVIDE GOVERNMENT AND PUBLIC ACCESS SERVICES.

WHEREAS, City of Milwaukie does not have the infrastructure or personnel to provide government and public access services independently; and

WHEREAS, Willamette Falls Media Center (WFMC) was the only responder to the City's Request for Proposals to provide government and public access services to the City of Milwaukie; and

WHEREAS, The City of Milwaukie and WFMC benefit from having a Personal Services Agreement (PSA) in place to describe the terms and conditions under which these government and public services will be provided.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to execute a Personal Services Agreement with the Willamette Falls Media Center to provide government and public access services for the City of Milwaukie.

Introduced and adopted by the City Council on **June 21st, 2016.**

This resolution is effective on **June 21st, 2016.**

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



**PERSONAL SERVICES AGREEMENT
WITH THE CITY OF MILWAUKIE, OREGON
FOR GOVERNMENT AND PUBLIC ACCESS SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, _____ by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called City, and **Willamette Falls Media Center** hereinafter called Contractor.

RECITALS

WHEREAS City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Contractor, and

WHEREAS City has determined that Contractor is qualified and capable of performing the professional services as City does hereinafter require, under those terms and conditions set forth,

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Contractor shall provide services as specified in the Scope of Work, a copy of which is attached hereto, labeled Exhibit A and hereby incorporated by reference. Contractor shall initiate services immediately upon receipt of City’s notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by **June 30, 2018**. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Contractor not to exceed **one-hundred eighteen thousand eight-hundred fifty-five dollars and zero cents (\$118,855.00)** for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms:

- A. Payment by City to Contractor for performance of services under this Agreement includes all expenses incurred by Contractor, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Contractor’s invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Contractor, for services performed or expenses incurred as of the date of the invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.
- D. Where applicable, Contractor must make payment promptly as due to persons supplying Contractor labor or materials for the execution of the work provided by this order. Contractor must pay all contributions or amounts due from Contractor to the Industrial Accident Fund

incurred in the performance of this order. Contractor shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Contractor further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

- E. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.
- F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
- G. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Contractor or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. OWNERSHIP OF WORK PRODUCT

City shall be the owner of and shall be entitled to possession of any and all work products of Contractor which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Contractor prior to termination of this Agreement by Contractor or upon completion of the work pursuant to this Agreement.

5. ASSIGNMENT/DELEGATION

Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by City of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and City.

6. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be

solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Contractor certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverage:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor’s expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an “occurrence” form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor’s expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers’ Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers’ compensation coverage for their workers that complies with ORS 656.126. Employer’s Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days’ notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for **Government and Public Access Services.**" The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

I. Independent Contractor Status

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

J. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie
Attn: Finance
10722 SE Main Street
Milwaukie, Oregon 97222

Business Phone: 503-786-7555
Business Fax: 503-653-2444
Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. **METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, email or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

City	Contractor
City of Milwaukie	Company: Willamette Falls Media Center
Attn: Accounts Payable	Attn: Melody Ashford
10722 SE Main Street Milwaukie, Oregon 97222	Address: 1101 Jackson Street Oregon City, OR 97045
Phone: 503-786-7523	Phone: 503-650-0275
Fax: 503-786-7528	Fax: 503-650-0198
Email Address: finance@milwaukieoregon.gov	Email Address: melody@wfmstudios.org

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the contract pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
 - 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:
- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
 - 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with

Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only the **City Recorder, Pat DuVal**, may authorize extra (and/or change) work. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Contractor for a period of one year after the date of final acceptance of the work by the owner. Contractor warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

24. AUDIT

Contractor shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Contractor agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. COMPLETE AGREEMENT

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

CITY OF MILWAUKIE

CONTRACTOR

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

EXHIBIT A
SCOPE OF WORK

Public Access

1. Provide residents of the City with full access to a studio to produce and edit television (TV) programs for showing on the public access channel. Maintain videography equipment and schedule equipment rentals for use by residents.
2. Allow residents of the City to cablecast programs on public access channels.
3. Assist City residents in producing, editing and broadcasting reader board notices.
4. Provide residents with full access to education and training for media production classes.
5. Maintain accessibility of services to City residents by:
 - a. Scheduling, monitoring, and maintaining editing and production facilities and studio.
 - b. Monitoring equipment and performing maintenance as needed.
 - c. Managing and coordinating cablecast of programming on the public access channel, according to an established cablecast schedule.

Government Access

1. Provide the City with a videographer to operate City-owned, on-site audio/video equipment located at City Hall (10722 SE Main Street) for a total of 60 meetings per year or an equivalent, including:
 - a. Twenty-four (24) Council meetings per year, two (2) per month held on the first and third Tuesdays, typically running from 4 p.m. to 9 p.m.;
 - b. Twenty-four (24) Planning Commission meetings per year, two (2) per month held on the second and fourth Tuesdays, typically running from 6 p.m. to 10 p.m.; and
 - c. Twelve (12) Council Study Session meetings per year, one (1) per month held on the third Thursdays, typically running from 6 p.m. to 9 p.m.
2. Produce audio/video media copies of meetings as needed.
3. Maintain and keep current public messages on a video bulletin board on the government access channel.
4. Ensure quality audio/video output of broadcasts on the government access channel.
5. Coordinate, develop, maintain and manage the programming and playback of an established schedule for all programs and meetings.
6. Work with City staff and cable provider(s) (Comcast) to coordinate selection and purchase of appropriate cablecast equipment for broadcast.
7. Monitor City-owned equipment and perform basic maintenance as needed.
8. Transport media to off-site broadcast feed locations, as necessary.
9. Be on call and available by phone within one hour to troubleshoot playback errors.
10. Provide on-call videography and production services (for additional special meetings) at an hourly rate to be specified by the contractor.

EXHIBIT B
ITEMIZED FISCAL YEAR PROPOSED BUDGET

Fiscal Year 2016/2017		
PROGRAM AREA – Schedule B	MONTHLY AMOUNT	BUDGET AMOUNT
Public Access Operation	\$2,331.50	\$27,978
Government Access Operation	\$2,500.00	\$30,000
TOTALS	\$4,831.50	\$57,978

Fiscal Year 2017/2018		
PROGRAM AREA – Schedule B	MONTHLY AMOUNT	BUDGET AMOUNT
Public Access Operation	\$2,573.08	\$30,877
Government Access Operation	\$2,500.00	\$30,000
TOTALS	\$5,073.08	\$60,877



MILWAUKIE CITY COUNCIL
STAFF REPORT

Agenda Item: **RS 3. D.**
Meeting Date: **June 21, 2016**

To: Mayor and City Council

Through: Bill Monahan, City Manager

Subject: **Microsoft Enterprise Agreement Renewal**

From: Brandon Gill, Information Technology Manager

Through: Casey Camors, Finance Director

Date: June 21, 2016

ACTION REQUESTED

Adopt a resolution authorizing the City Manager to renew the Enterprise Agreement with Microsoft.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

2013 - City of Milwaukie entered into an Enterprise Agreement with Microsoft, which is set to expire on 6/30/2016.

BACKGROUND

In early June after arrival of the new Information Technology Manager, it was identified that the current Microsoft Agreement was to expire on June 30, 2016. Based on his experience in his previous organization and industry knowledge, he recommended that City of Milwaukie move forward with a cloud based email system from Microsoft.

The triannual Enterprise Agreement with Microsoft is due for renewal. This renewal will be valid from 7/1/2016 – 7/2/2019. For this triannual agreement, staff is recommending migrating to Office 365; Microsoft's cloud based Office and email solution.

Moving to Office 365 allows for each user up to five (5) licenses per device type (i.e. desktop, tablet, and mobile). Traditionally, extra licenses were purchased to ensure compliance for users with multiple devices. However, with the Office 365 licensing model, these extra licenses are no longer required.

If additional licenses are required, Microsoft's Enterprise Agreement allows for an annual 'True-Up' process where licenses are added to the agreement and paid for during the remainder of the agreement.

CONCURRENCE

Finance Director and City Manager concur with this renewal.

FISCAL IMPACTS

Three annual payments of \$57,135 with a total contract cost of \$171,406. However, this may increase during the annual true-up process if additional licenses are required. This software will cost approximately \$12,000 in excess of budget over the biennium, though this increase is

offset by not purchasing new server equipment at an estimated cost of \$16,000 - \$20,000 that would have been required under the old software.

WORK LOAD IMPACTS

Staff email will be disrupted during the migration of email accounts and staff productivity will be impacted during the upgrading of the Office software suite. Technology staff will perform the migrations during off hours and on weekends to reduce the transitional impact.

ALTERNATIVES

Upgrade Office software suite to current supported version, purchase new servers, and maintain on premise equipment and software.

ATTACHMENTS

1. Resolution
2. Microsoft Enterprise Agreement Program Guide
3. Quote for first year Enterprise Agreement



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENTERPRISE AGREEMENT WITH MICROSOFT.

WHEREAS, the City of Milwaukie requires software applications for employees use to operate; and

WHEREAS, the existing Microsoft Enterprise Agreement expires on 6/30/16; and

WHEREAS, to ensure continuous and smooth City operations, the City must renew the Microsoft Enterprise Agreement before expiration of existing agreement; and

WHEREAS, the City wishes to continue to utilize Microsoft applications covered under the Enterprise Agreement; and

Now, Therefore, be it Resolved that the City Manager is authorized to execute an Enterprise Agreement with Microsoft for the City of Milwaukie.

Introduced and adopted by the City Council on _____.

This resolution is effective on _____.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

Enterprise Agreement Program Guide

Updated May 2016



Executive summary

What is this guide?

This Program Guide provides an in-depth overview of the Enterprise Agreement (EA) and how it works. It is designed to be an ongoing resource to customers throughout the life cycle of their EA.

Who is this guide intended for?

- Customers who are considering buying an Enterprise Agreement and are looking for more details about how it works.
- Customers who have just bought an EA and are looking for guidance on how to manage their agreement over the life cycle of the EA.
- Customers who have an EA who have specific questions about aspects of the agreement.

Please note: This Program Guide will be updated periodically. Please check back frequently to get the latest version.

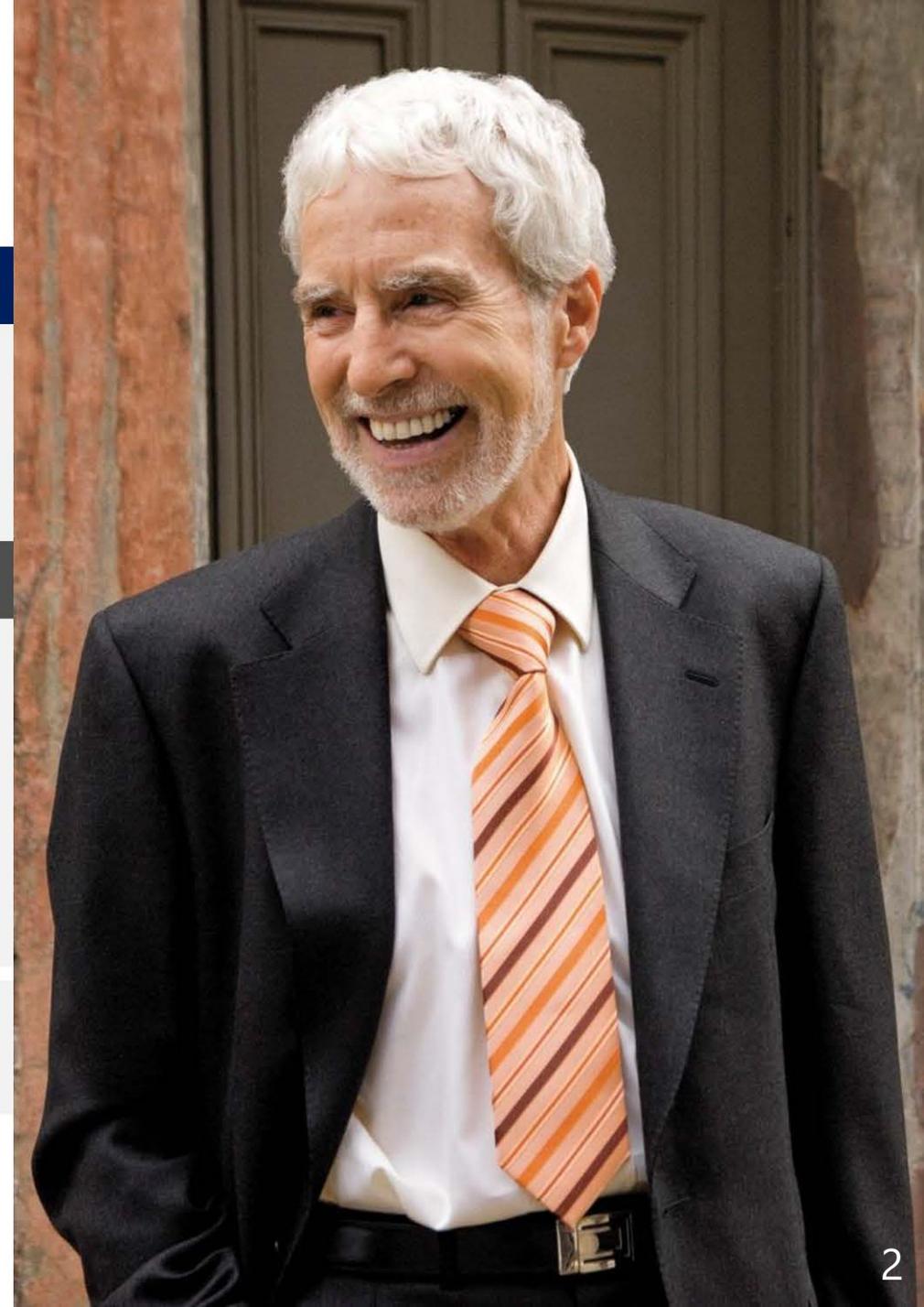




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Basic terms	How the EA is structured	5
Enrollments	The value of purchasing via enrollments	6
Software Assurance	How Software Assurance works in your EA	11
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Enterprise Agreement

The rapid pace of technological change creates both opportunities and challenges for today's organizations. This change is driving organizations around the world to make decisions about whether they will embrace the cloud as a reality today, empower the flexible work styles employees are demanding, or work on a strategy to harness the rapidly growing volume of data that is available to help drive business decisions.

Microsoft understands that technology licensing can help or hinder organizations that need the agility to respond to these technological opportunities. That is why the Microsoft Enterprise Agreement offers the best value to organizations that want a manageable volume licensing program that gives them the flexibility to buy cloud services and software licenses under one agreement in response to the changing technology landscape.

Best value

Maximize your investment in Microsoft technologies with best pricing and benefits.

- Get the best savings by deploying a common IT platform across the organization.
- Get 24x7 technical support, planning services, end-user, and technical training, as well as unique technologies with Software Assurance.
- Minimize upfront costs and budget more effectively by locking in pricing and spreading payments over three years.

Flexible

Respond to the changing technological landscape by accessing the latest versions of cloud and on-premises software.

- Meet the unique requirements of your organization based on its size and technology needs.
- Automatically access the latest software and technologies with Software Assurance.
- Choose from Microsoft cloud services, on-premises software, or a mix of both and migrate on your own terms.

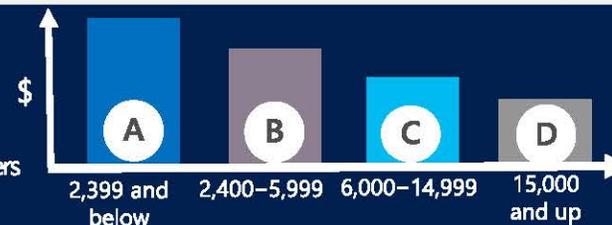
Manageable

Streamline license management with a single organization-wide agreement.

- Simplify purchasing with predictable payments via a single agreement for cloud services and/or software.
- Track purchases centrally and manage licenses with online management tools.
- Manage licensing throughout the life of your agreement with the help of a Microsoft Certified Partner or representative.

Discount levels for all Enterprise Products and Enterprise Online Services

Discounts - per user

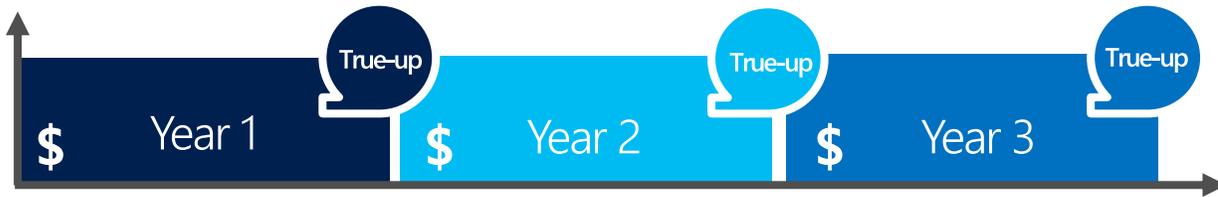


The Enterprise Agreement offers savings ranging from 15% to 45% off Select Plus pricing

*New minimum user/device requirements for new commercial customers will go into effect on July 1, 2016.

Term and structure

The Enterprise Agreement is designed for organizations with at least 250* users and/or devices that want to license software and cloud services for a minimum three-year period.



The EA is three-year agreement that allows you to forecast software technology costs up to three years in advance. You can also take advantage of greater flexibility in managing technology expenditures with the option to make three annual payments instead of one upfront payment. This option helps reduce initial costs and helps you forecast annual software budget requirements.

True-up

The True-up supports business growth by giving you the flexibility to add cloud services, software, users, and devices to the Enterprise Agreement when needed, at pre-agreed terms and pricing, without having to report or order each time. The True-up is an annual inventory of products, services, users, and devices added during the year.

Built-in savings

The program offers savings ranging from 15% to 45% as well as comprehensive Software Assurance benefits. You get additional savings and benefits if you buy one or more EA Enrollments.

New product versions

With your EA, you automatically gain access to new software versions of licensed products as soon as they are released, and for no additional cost through your Software Assurance benefits.

Step-up availability

With Step-ups, you can upgrade from a lower- to a higher-level edition at a low cost. Rather than pay full cost for the higher-level software edition, you pay only the pricing difference with Step-ups, and you can still take advantage of enhanced features and technologies with premium editions.

Agreement structure

Microsoft Business & Services Agreement

Enterprise Agreement

Enterprise Enrollment

Server & Cloud Enrollment

Eliminate budget constraints with Microsoft Payment Solutions

[Microsoft Payment Solutions](#) helps you expand your IT purchasing power and improve cash flow with easy, flexible, and affordable payment plans. You can apply Payment Solutions to purchases and match payments to align with your business requirements.

With Microsoft Payment Solutions, you can craft a customized payment plan to meet your needs by selecting from a range of flexible payment options, including:



Monthly, quarterly, or semi-annual spread payments: Avoid a large upfront investment by spreading low, equal, and predictable payments over 12 to 60 months.



Deferred payments: Defer making your first payment for up to 6 months, allowing you to begin deploying and benefitting from your IT investments immediately, and then pay when your budget becomes available.



Ramped payments: Manage cash flow more strategically by matching payments to staged technology deployment—paying less initially and more in the later stages of the roll-out, while ramping down legacy technology at the same time.

With Microsoft Payment Solutions you can:

- Make software purchases through a payment structure that aligns to your budget, cash flow, or deployment schedule.
- Add new products, upgrades, True-ups, or consulting services to an existing agreement outside of normal budget cycles, at any time.
- Take advantage of total solution financing for complete software, services, and hardware solutions, including non-Microsoft products.

*New minimum user/device requirements for new commercial customers will go into effect on July 1, 2016.

Enterprise Agreement enrollments

Enrollments are a cost-effective way to license Microsoft solutions to meet organizational objectives and offer additional savings and benefits.

The enrollment structure includes additional built-in discounts and allows for the easy addition of new products, services, and licensing options to better support future licensing and deployment scenarios.

Enterprise Enrollment: Get the best value when you buy Microsoft end-user technologies on a per user, per device, or hybrid basis. You can also simplify license management and get true per user licensing when you add the Enterprise Cloud Suite (ECS).

Server and Cloud Enrollment (SCE): Commit to one or more server and cloud technologies from Microsoft and receive best pricing, cloud-optimized licensing options, and simplified license management.

Subscription Enrollment: For companies that want to subscribe to, rather than buy, Microsoft product licenses.

Enterprise Enrollment (page 1 of 3)

Server & Cloud Enrollment

Subscription Enrollment

The Enterprise Enrollment

The Enterprise Enrollment allows committed customers to standardize broadly on the latest versions of Office, Windows, and/or Client Access License (CAL) Suites. In return for making an enterprise-wide commitment, you receive a range of benefits, including best pricing and terms, user/device or hybrid licensing options, and simplified license management. Moreover, the Enterprise Enrollment lets you choose whether to deploy cloud services and/or on-premises software across your organization.

You also have the flexibility to maintain a mix of on-premises and online services to suit user needs, and you can move from on-premises licensing to equivalent online services such as the Enterprise Cloud Suite as business priorities change. Such organization-wide implementations help you reduce device and user management and support costs, and they provide additional pricing advantages above the Enterprise Agreement's standard volume pricing levels. Get additional savings when you buy an Enterprise Platform and the Enterprise Cloud Suite within the Enterprise Enrollment.

Enterprise Enrollment products and platforms

Enterprise Products include on-premises licenses for Microsoft core PC and device products, namely Windows operating system, Office Professional Plus, and applicable Client Access Licenses in the form of CAL Suites. With the EA, Enterprise Products must be licensed on an organization-wide basis and may be ordered as separate products, or in groups of products known as the Enterprise Platform. The Enterprise Cloud Suite is now also available as a User Subscription License (USL) or as an Add-on to the Enterprise Platform.

Enterprise Platform
Per device/hybrid

Enterprise Cloud Suite
Per user

Office Professional Plus
Enterprise CAL Suites
Windows Enterprise

Office 365 E3
Enterprise Mobility Suite
Windows Software Assurance per User

Note: All Windows operating system licenses provided under the Enterprise Agreement are upgrade licenses. This means you'll need a base Windows operating system license on those devices for which you plan to use a Windows upgrade license. You can choose to upgrade to Windows Enterprise operating system.

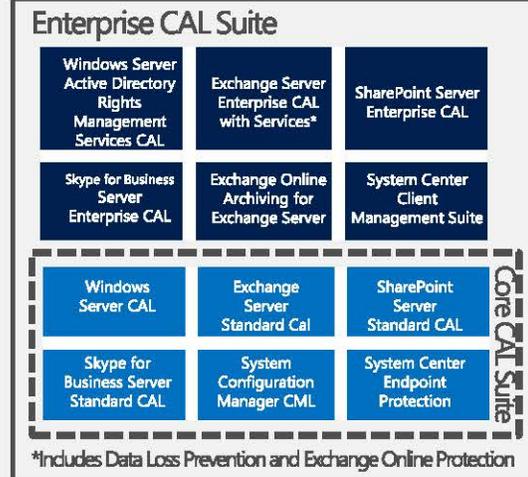
Note: With either Desktop Platform you may add the Microsoft Desktop Optimization Pack (MDOP) to help streamline deployment and device management.

CAL Suites

A Client Access License (CAL) grants access to certain Microsoft server software. CALs are used in conjunction with Microsoft server software licenses to allow users and devices to access and utilize the services of that server software.

When you license CAL Suites through your EA, you do so on an organization-wide basis.

You can acquire the Enterprise CAL Suites upfront or as a "Step-up" from the Core CAL Suite. Also, if you acquire CAL Suites through an EA you have Software Assurance, so you can update your CALs as you update your Server products to help ensure proper licensing alignment.



Enterprise Cloud Suite (ECS)

Enterprise Enrollment
(page 2 of 3)

Server & Cloud Enrollment

Subscription Enrollment

In the modern workplace employees are always connected and always moving. They have more devices with more data, and they expect tools to support ubiquitous collaboration. IT needs a solution to help protect data, manage the growing number of mobile devices, unify environments that span operating systems, and enable seamless collaboration for workers across all their devices.



ECS brings together Office 365 E3, Enterprise Mobility Suite, and Windows Software Assurance per User and is available as a User Subscription License (USL) or an Add-on to the Enterprise Platform. The combination of these three offerings empowers users with best-in-class productivity across devices while supporting IT security and control. Today's Enterprise Platforms are a hybrid user/device licensing model. In reality, many Enterprise Agreements are device-based, but ECS represents a move to a new user-based model.

With ECS, the Enterprise Platforms become user-centric, which simplifies how you can give your users access to Office 365, Enterprise Mobility Suite (EMS), and Windows across multiple devices in a more flexible way. With the arrival of EMS and Windows, the Enterprise Agreement truly enables fully per user cloud-first licensing

When you buy ECS, the following are included:

- **Windows Software Assurance per User:** Gives you flexibility to decide how to deploy and access Windows Enterprise across devices and simplifies Windows licensing and management. [Learn more about Windows Software Assurance per User.](#)

ECS components

Enterprise Desktop Platform

User/device hybrid

Office Professional Plus

CAL Suites

Exchange OL Archiving
Exchange Server Ent. CAL
Skype for Business Server Ent. CAL
SharePoint Server Ent. CAL
System Center CM
Windows Server CAL
Windows RMS

Windows Enterprise (device)

Enterprise Cloud Suite

True per user

Office 365 E3

Office 365 Pro Plus
Exchange Online
Skype for Business Online
SharePoint Online
Yammer

EMS

Advanced Threat Analytics
Windows Server CAL
Azure Rights Management
Microsoft Intune
Azure AD Premium

Windows SA per User

- **Office 365 E3:** Users get the latest full Office across most devices, plus a wide range of integrated collaboration services coupled with advanced compliance features and full IT power. Office 365 Enterprise E3 includes Office 365 ProPlus for up to five PCs or Macs, five tablets, and five smartphones. It also includes Exchange Online, SharePoint Online, Skype for Business Online, and Yammer Enterprise—along with access rights to equivalent on-premises server workloads. [Learn more about Office 365 E3.](#)
- **Enterprise Mobility Suite:** Meet your consumerization of IT and BYOD challenges by enabling hybrid identity management through Azure Active Directory Premium, mobile device and application management through Microsoft Intune, and information protection through Azure Rights Management Services. [Learn more about the Enterprise Mobility Suite.](#)

How to buy ECS

Enterprise Enrollment
(page 3 of 3)

Server & Cloud Enrollment

Subscription Enrollment

The following three licensing options are available:

License	Who it's for	Order at
Enterprise Cloud Suite USL	<ul style="list-style-type: none"> New EA/EAS customers who want to license the Enterprise Platform as cloud services on a per user basis Existing EA/EAS customers who: <ul style="list-style-type: none"> Are not currently licensed for Office Professional Plus, CAL Suites, and Windows Enterprise Upgrade (Enterprise Platform) and want to license it as cloud services on a per user basis; <i>or</i> Want to license net new users for the Enterprise Platform as cloud services on a per user basis. <p>Note: Alternatively, these customers may buy Licenses and Software Assurance (L+SA) for Office Professional Plus, CAL Suites, and Windows Enterprise Upgrade, and then add the Enterprise Cloud Suite Add-on.</p>	Mid-term, anniversary, or renewal
Enterprise Cloud Suite Add-on	<p>Existing EA/EAS customers who:</p> <ul style="list-style-type: none"> Are currently paying for Licenses and Software Assurance (L+SA) for Office Professional Plus, CAL Suites, and Windows Enterprise Upgrade (Enterprise Platform), <i>and</i> Want to license existing users for the Enterprise Platform as cloud services on a per user basis, <i>and</i> Want to maintain their existing on-premises licensing position. 	Mid-term, anniversary, or renewal
Enterprise Cloud Suite "from SA" USL	<p>Existing EA/EAS customers who:</p> <ul style="list-style-type: none"> Have fully paid licenses for Office Professional Plus, CAL Suites, and Windows Enterprise Upgrade (Enterprise Platform), <i>and</i> Are currently paying for Software Assurance only, <i>and</i> Want to transition to licensing existing users for the Enterprise Platform as cloud services on a per user basis. 	Renewal (recommended) or anniversary

Review the [ECS Licensing Brief](#) for specific licensing scenarios.

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Windows Software Assurance per User

Windows Software Assurance per User is a new way to license Windows, putting users at the center of their devices. With Windows Software Assurance per User, Windows Enterprise Edition can be delivered across the user's devices, and customers have the flexibility to decide how to deliver Windows Enterprise across devices.

You can also choose to deliver Windows Enterprise edition through local install, Virtual Desktop Infrastructure (VDI), or Windows To Go. This provides simpler license management by allowing you to count just users with primary PCs, instead of counting every single device.



If you do not have users with primary devices running Windows Pro (or a qualified operating system), VDA per User is available. VDA per User does not require the primary device to have a qualified operating system.

Server and Cloud Enrollment (SCE)

SCE is an enrollment under the Microsoft Enterprise Agreement that enables you to standardize broadly on one or more key server and cloud technologies from Microsoft. In exchange for making an installed-base commitment to one or more components of Server and Cloud Enrollment, you receive the best pricing and terms, plus other benefits including cloud-optimized licensing options and simplified license management.

Best value: Get the best pricing and terms for server and cloud products, including discounts on new licenses, Software Assurance, and Microsoft Azure. You get full Software Assurance benefits for all deployed licenses, including new version rights. Unlimited Problem Resolution Support is included for qualifying customers.

Flexible: SCE offers an easy on-ramp to the cloud because Microsoft Azure is automatically available when you enroll in any of the other three components and it can also be licensed standalone. Application license mobility to the cloud is available through Software Assurance. Under the Microsoft Azure Hybrid Use Benefit ("HUB"), a customer with Windows Server Licenses covered with Software Assurance may be uploaded to and use its own Windows Server image on Microsoft Azure. SCE also includes subscription-based licensing to give you more flexibility when you need to retire workloads, consolidate, or migrate to the cloud.

Manageable: Take advantage of simplified licensing management through standardization to streamline overall deployment and management. SCE also offers standardized terms, conditions, and discounts as well as a standardized management platform across on-premises and Microsoft Azure when you commit to the Core Infrastructure Suite (CIS) in SCE.

SCE components:

Core Infrastructure 	Application Platform 	Developer Platform 	Microsoft Azure 
Products CIS SKUs (Windows Server + System Center)	Products SQL Server	Products Visual Studio Enterprise Visual Studio Test Professional MSDN Platforms	Products All Microsoft Azure Cloud Services
Requirements CIS coverage for all Windows Servers	Requirements Full Software Assurance coverage	Requirements Full Software Assurance coverage	Available automatically Can also be licensed standalone
RS53			
+ Access to Microsoft Azure			

Additional products

A broad selection of Microsoft products and services are available as Additional Products. They may be added initially or at any point during the term of your Enrollment, allowing you to more easily support departments or divisions with specific needs and still enjoy volume pricing advantages and an annualized payment option.

Additional Products may include device-based licenses, user-based licenses, cloud services, professional services, and other licenses that support your IT environment, such as CALs.

Commitment on use

Commitment on Use Rights provides you with the added security of knowing exactly what the use rights are for the products you license under your EA Enrollment(s). Although Microsoft may change Use Rights from time to time, these changes will not impact your Use Rights that are in effect at the time you buy products through your Enterprise Agreement.

How it works

To enroll, an installed-base-wide commitment, or a monetary commitment in the case of Microsoft Azure, is required to one or more of the four SCE components. The following are also required:

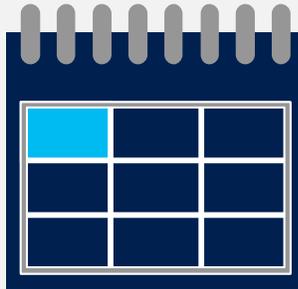
- **Enterprise Agreement:** Although you need to sign an EA, an Enterprise Enrollment for Desktop is not needed to qualify.
- **Annuity coverage:** 100% Software Assurance or Subscription coverage is required on your installed base for each product family that you commit to. This includes those licenses that were not covered by Software Assurance when you entered the program.

Learn more about SCE by downloading the [SCE Program Guide](#).

EA Subscription Enrollment

The Enterprise Agreement includes a Subscription Enrollment option for organizations that want to subscribe to, rather than buy, Microsoft product licenses.

The Subscription Enrollment provides similar advantages to those of the other EA Enrollments and gives you a lower initial cost based on a three-year subscription, and the ability to increase or decrease subscription counts on an annual basis. This ability to grow or downsize subscription counts can be attractive, especially if you expect significant fluctuations in workforce size and IT requirements.



However, unlike the other EA Enrollments, in which you retain perpetual use rights for the licenses that you buy, with the Enterprise Subscription Enrollment you gain access to Microsoft software only for as long as you maintain your subscription. If you decide not to renew, you relinquish your rights to run the software, unless you choose to acquire perpetual licenses through the Enrollment's "buy out" option.

Cloud services

With respect to your EA, cloud services will typically fall into two classes: Enterprise Online Services or Additional Online Services. These may be added to your EA by using the standard purchasing process, or as in the case of Office 365 and Microsoft Intune and EMS, by moving users from Enterprise Products to comparable Enterprise Online Services.

Enterprise Online Services

These are services that are designated as Enterprise Online Services in the [Product Terms](#). These typically fall in line with existing on-premises Enterprise Products so that the two may be thought of as equivalents when satisfying organization-wide licensing commitments and establishing volume pricing levels.

With the EA you can move select on-premises licenses (Enterprise Products) to comparable cloud services (Enterprise Online Services) over the life of the EA. As an example, you might move workers to cloud services in one division or one department at a time. To support this move, rules have been established to help you move users to Office 365 and EMS services, and to help ensure that you do not pay twice for similar capabilities.

Finally, if at a future date you want to move users back to on-premises software bought through your Enterprise Enrollment, you may do so under the program's guidelines.

Additional Online Services

These are services that are designated as Additional Online Services in the [Product Terms](#). Additional Online Services include an array of cloud platform and services that you can buy through your Enrollments as needed, similar to how you buy Additional Products through your Enrollments today.

With Dynamics CRM Online, organizations get a full-featured CRM application designed to improve marketing effectiveness, boost sales, and enrich customer service interactions on a per user subscription basis.

With Windows Azure you have an open and flexible cloud platform that enables you to quickly build, deploy, and manage applications across a global network of Microsoft-managed data centers. As such, Microsoft Azure offers a range of cloud computing, data management, and networking services that utilize consumption-based, per unit billing models. When it is purchased through your Enterprise Agreement, volume pricing discounts are available and apply to both your initial annual monetary commitment level and any additional Microsoft Azure service capacities that you may add throughout your Enterprise Agreement.

Software Assurance

Software Assurance is included with the Enterprise Agreement and provides a range of benefits to help you take full advantage of your investments in IT. A comprehensive program that includes a unique set of technologies, services, and rights to help deploy, manage, and use Microsoft products efficiently, Software Assurance keeps you up to date and ready to respond quickly to changes, new challenges, and opportunities. For details about the range of Software Assurance benefits available, visit www.microsoft.com/softwareassurance.

Key advantages of Software Assurance include:

- Rights to new software releases and cost-efficient upgrades to help reduce software and services costs.
- Structured consulting engagements to plan for deployment of new on-premises and cloud-based IT initiatives.
- Access to unique technologies and use rights to help support improved operational efficiency.
- Instructor-led technical training for IT pros and online learning for end-users to help boost productivity.
- Ways to spread payments over time to help align budgets.

Software Assurance benefits at a glance

Training	Deployment and management	
Training Vouchers	Planning Services	Windows Enterprise Sideload
Online E-Learning	Microsoft Desktop Optimization Pack (MDOP)	Enhanced Edition Benefits Windows/Windows Embedded
Home Use Program	Windows Software Assurance per User Add-on	Enterprise Source Licensing Program
	Windows Virtual Desktop Access Rights	License Mobility Through Software Assurance
	Windows RT Companion VDA Rights	Passive Secondary Instance for SQL Server
	Windows To Go Use Rights	Office Roaming Use Rights
	Windows Thin PC	Microsoft Azure Hybrid Use Benefit

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Support and consulting services

Premier Support Services

Gain the most benefit from your IT infrastructure by pairing your business with Microsoft Services Premier Support. Our dedicated support teams provide continuous hands-on assistance and immediate escalation for urgent issues, which speeds resolution and helps you keep your mission-critical systems up and running. We help you evaluate your IT health and provide the training and tools your teams need to “get healthy and stay healthy.”

The EA allows you to add a variety of Microsoft Premier Support offerings to provide the optimum level of proactive and reactive support for your chosen Microsoft solutions. Premier Support complements your EA with support that maps to your purchasing decisions and may be managed as part of your overall agreement.

Premier Support provides annually allocated support through the term of your EA Enrollment. There is no concept of a True-up for Premier Support, but rather additional hours are bought as needed to supplement your particular level of Service. Using Premier Support is a matter of contacting your assigned Microsoft Services Representative(s).

Enterprise Strategy Services

The Microsoft Enterprise Strategy Program (ESP) provides you with a dedicated Microsoft Enterprise Architect who will focus on business impact and value by optimizing the use of technology throughout your EA. In addition to supplying access to the Microsoft-internal knowledge base and numerous other resources, ESP provides a programmatic approach to help enable business transformation, advance technology thought leadership, foster innovation, and maximize the value of Microsoft products and services.

ESP provides you access to an annually allocated Microsoft Enterprise Architect, and other services throughout the term of your EA, as described in the [Product Terms](#). There are three different service offerings (Connect, Foundation, and Portfolio) but no concept of a True-up for ESP. Instead, additional capacity may be bought through a Capacity Add-On option.

Managing your Enterprise Agreement

Adding cloud services & products



Throughout your EA term you can adjust your Microsoft on-premises software and cloud services licenses in two ways:

- If you add new users or devices, you can equip them with software and cloud services that you are already using and then account for these changes at your next agreement anniversary through an annual reconciliation process known as [True-up](#).
- If you want new products or cloud services, you can order these through your Microsoft Reseller at any time during your agreement.



Software Asset Management



Software Asset Management (SAM) is an industry best practice that helps you control costs and optimize software investments across your organization. Administered through an ongoing plan, SAM makes it easier to identify what you have, where it's running, and whether redundancy may exist. Microsoft offers several resources that you can use to establish or improve your SAM practices.

The Microsoft SAM site provides a SAM optimization kit, links to several SAM self-service tools to assist with deployment discovery, and a list of Microsoft Certified SAM Partners whom you can contact directly, should you want to have experts help you devise and implement a Software Asset Management plan. (See the [Microsoft Software Asset Management website](#) for more details.)

Tracking CALs



The Microsoft Assessment Planning (MAP) Toolkit features an IT-based Software Usage Tracker functionality that provides usage reports for the following server products: Windows Server, Exchange Server, SQL Server, SharePoint Server, and System Center Configuration Manager.

This automated software asset management-related functionality is designed to be used by Microsoft Volume Licensing customers. The Software Usage Tracker provides you with a view of your actual server usage, which can be valuable for comparing with your purchased CALs, or for True-up and agreement renewal discussions. (Learn more about the [MAP Toolkit](#).)

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Product fulfillment through the VLSC

The Volume Licensing Service Center (VLSC) is the primary location for Microsoft Volume Licensing customers to view licensing information, download Microsoft software, and manage Volume Licensing benefits and subscriptions.

The VLSC licensing dashboard includes a notification area for site alerts, a Volume Licensing news and announcements section, and links to key tasks. The VLSC helps you manage your EA purchases with licensing information through the Licensing Summary and the Relationship Summary.

- **Licensing Summary:** You can use the VLSC to view current and past Microsoft License Statements across programs and agreements.
- **Relationship Summary:** The VLSC includes a report that shows all Volume Licensing agreements associated to a user's profile. You can also view further details about offerings, contacts, licenses, and purchase orders. The Relationship Summary provides a consolidated summary of all Volume Licensing IDs associated with the user's Microsoft account when accessing the VLSC.

Downloads: Accelerated download speeds and a simple, secure user interface make it easier and safer for you to use the VLSC to find the right product, based on your licensing entitlements.

Product keys: The VLSC makes it easier for you to request product keys for the Windows operating system, enables retrieval of Volume License Keys for all Microsoft licensed products, and provides access to technical support.

Software Assurance benefits summary: You can view the Software Assurance benefits available across all agreements associated to a user's profile. The Software Assurance Benefits Summary includes the total eligible quantity of benefits across all agreements, benefits that have not yet been used, and benefits that have not yet been activated.

Online services: Access details about Microsoft Online Services subscriptions and how to manage them.

Subscriptions: Access details and management tools for Microsoft Developer Network (MSDN) subscriptions.

Help: Access information about the VLSC, an FAQ, and contact details for the Support Center.

Managing your Enterprise Agreement

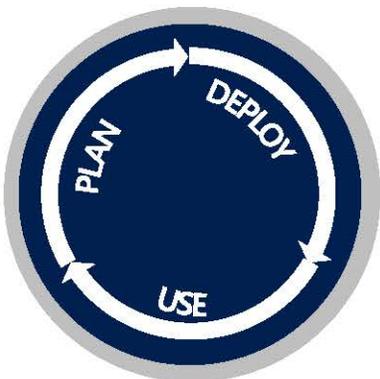
Managing cloud services

Although management processes may be modified to accommodate future cloud service offerings, currently there are three principal ways to manage Microsoft cloud services:



- Use the Microsoft Account for Organizations Portal to administer your Office 365, Microsoft Intune, EMS, and Dynamics CRM subscriptions. This consolidated portal lets you view your online services subscription licenses as well as provision and manage individual user accounts and administrative privileges (for example manage domain re-delegation, directory synchronization, and single sign-on).
- Similarly, you may use the Microsoft Azure Enterprise Portal to manage your accounts, configure rules and settings for various Microsoft Azure services, and generate reports.
- Use Microsoft System Center to manage both public and private Microsoft cloud implementations. The comprehensive management capabilities of System Center enable it to monitor and manage your entire IT infrastructure stack from traditional physical servers, virtualized servers, virtual machines, and running workloads, all the way up to service-based cloud components.

Using Software Assurance



Whether you want to plan for upcoming deployments, get 24x7 support, or give employees access to training, you will need to claim your Software Assurance benefits through the Volume Licensing Service Center (VLSC).

After you are signed in to the VLSC, you will follow different steps depending on the specific benefit that you want to use. A guide for claiming and using each benefit is posted on the Software Assurance website. (See the [Software Assurance website](#) for more details.)

Software Assurance credit

Microsoft may choose to provide Software Assurance credit to address an overlap in Software Assurance coverage when renewing Software Assurance from one Enrollment or Registration Form, prior to expiration of that Software Assurance coverage, into a new or existing Enterprise Enrollment.

As this credit is applied in terms of a discounted price to the Software Assurance under the new order, a Customer (direct model) or Channel (indirect model) Price Sheet from Microsoft is required. Furthermore, because Software Assurance credit is not programmatic, Microsoft may choose to not provide credit at its discretion.

Requirements

- EA Enrollments (perpetual licenses) only
- Microsoft must pre-approve
- You must have at least one month of credit
- Credit is applied for some products/versions only
- Credit cannot exceed 35 months
- Only Software Assurance is credited; License payments are not prorated
- No termination of original/initial Software Assurance obligations

How it works

- Microsoft-generated CPS documents pricing
- Amendment required for indirect Enterprise Agreement Enrollments
- Software Assurance prorated monthly based on new Software Assurance net price (after discounts, if any)
- All credit is applied to year 1 on a per product basis
- Any credit in excess of zero unit price year 1 is applied to year 2 and subsequently to year 3 if applicable

Managing your Enterprise Agreement

True-up: annual reconciliation

Over the life of your Enterprise Agreement, you can equip additional hardware, devices, or users with software and online services that you've already licensed, and then account for these changes through an annual reconciliation process known as True-up. If you have an Enterprise Subscription Enrollment, this process is known as an Annual Order, through which you can increase or decrease your license subscription counts.

Once a year, you are asked to reconcile your Enterprise Agreement licenses to account for the total number of licenses that you've added in the previous 12 months. This effort culminates in an order that you place (or an Update Statement that you submit) that reconciles all the qualified devices, users, and processor units added or used by your organization over the course of the year. Your annual reconciliation order (or Update Statement) is due 30 to 60 days prior to your Enrollment anniversary, which helps Microsoft ensure you're taking advantage of allowable license transitions or license reductions before issuing your annual invoice. (See the [Enterprise Agreement True-up Guide](#) for more information.)

Renewing enrollments

Although Microsoft and customers often talk about renewing an Enterprise Agreement, technically, renewal decisions are made for individual Enrollments.

Options for renewing your enrollments

At the end of your three-year Enrollment term, you'll have the option to renew for another three-year cycle. Beyond your initial three-year agreement, renewal pricing for on-premises software licenses is based on Software Assurance only—a moderate percentage of Enterprise Pricing for on-premises licenses.

If you have an Enterprise Subscription Enrollment, this renewal differs in that renewal pricing for on-premises software licenses is based on License plus Software Assurance. Furthermore, a buyout option exists for customers who want to retain perpetual rights to previously licensed on-premises software.

Why True-up

Buy only what you need and use what you have

- When needed, buy additional quantities of software and services at pre-negotiated pricing and terms.
- Pay only for what you need rather than potentially overestimating what is needed just to be safe.
- Reduce procurement costs by issuing only one purchase order a year.

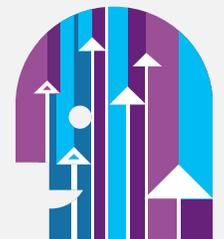
Respond to changing business needs by accessing the latest technologies from Microsoft when needed

- Respond to business growth by adding or removing* software, devices and users as needed without having to place individual purchase orders.
- Easily provision new online services as needed through License Reservation and reconcile annually.
- Optimize your licensing program and plan more strategically for future investments.

Simplify purchasing and license management through a single annual order

- Make an annual self-assessment to identify licenses and services in use and identify new needs.
- Easily manage compliance by ensuring that licensing is current and accurate each year.
- Work with your account team or Microsoft Certified Partner as they help define the best solutions for your organization and help manage your agreement.

*Available with the Enterprise Subscription Enrollment



Year 1

True-up

Year 2

True-up

Year 3

Renew

Year 1

As with the annual reconciliation process, it is important to work with your Microsoft Account Representative or Partner to submit your renewal order 30 days before your agreement term ends in order to avoid losing valuable licensing rights, continuity of cloud services, and other benefits.

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Resources

Online management tools and information

- Designated members of your organization gain access to the following online tools to use and manage aspects of your EA.
- Volume Licensing Service Center (<https://www.microsoft.com/Licensing/servicecenter/default.aspx>). Use the Volume Licensing Service Center to download licensed products, access product keys, and manage your Volume Licensing agreements and license acquisition activity—all in one online location.
- Software Assurance benefits (www.microsoft.com/softwareassurance). Most benefits can be accessed through the Volume Licensing Service Center. The Software Assurance website provides everything you need to know to get started.

Note: When you subscribe to Microsoft cloud services, you gain access to online administration and monitoring tools. See *Managing Cloud Services* on previous page.

Buying, renewing, or adding to the Enterprise Agreement

To buy, renew, or add products and services to your Enterprise Agreement, contact your Microsoft Authorized Enterprise Software Advisor (ESA) or Licensing Solutions Provider (LSP).

- In the United States, call (800) 426-9400, or find an authorized reseller
- In Canada, call the Microsoft Resource Centre at (877) 568-2495

Academic, government, and charitable organizations

If you are affiliated with an academic, government, or charitable organization, there are additional Volume Licensing programs available to you that may include additional partner and pricing advantages. Visit the [Microsoft Volume Licensing website](#) for more information.

Worldwide

For information about Volume Licensing offerings available in your area, find the [Microsoft Volume Licensing website for your country/region](#).

Where to learn more

- Microsoft Worldwide Volume Licensing: www.microsoft.com/licensing
- Microsoft Online Services: www.microsoft.com/licensing/online services
- Software Assurance: www.microsoft.com/softwareassurance
- Microsoft Volume Licensing Service Center: www.microsoft.com/licensing/existing-customers/manage-my-agreements.aspx
- Payment Solutions: www.microsoft.com/licensing/how-to-buy/financing.aspx

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GLOSSARY OF LICENSING TERMS

Add-on: An Online Service that supplements a customer's on-premises license.

Additional Product: Any Product identified as such in the Product Terms. Additional Products are not Enterprise Products and do not meet the initial commitment requirements.

Country of usage: An Enrolled Affiliate must specify the countries where Licenses will be used.

Customer: The entity that has entered into an Enterprise Agreement with Microsoft.

Customer Price Sheet (Direct EA only): The written statement containing an Enrolled Affiliate's Product and Services initial order, pricing, and billing terms.

Effective Date: If an Enrolled Affiliate is renewing their Enrollment, the effective date will be the day after the prior Enrollment expires. Otherwise, the effective date will be the date an Enrollment is accepted by Microsoft.

Enrolled Affiliate: An entity, either the Customer or any one of Customer's Affiliates, that has entered into an Enrollment under the Enterprise Agreement.

Enrollment: The document that an Enrolled Affiliate submits under the Enterprise Agreement to place orders for Products and Services.

Enterprise: The Enrolled Affiliate and any Affiliates it chooses to include on its Enrollment.

Enterprise Cloud Suite Add-on USL: Subscription for an Online Service that supplements a customer's on premise license. It includes EMS, Office 365, and Windows per User subscription.

Enterprise Cloud Suite USL: A per user suite including EMS, Office 365, and Windows per User subscription.

Enterprise Commitment: If an Enrolled Affiliate orders any Enterprise Products, then the Enrolled Affiliate's must coverage all Qualified Users or Qualified Devices with at least one Enterprise Product or Online Service.

Enterprise Mobility Services (EMS): A suite of Online Services consisting of Intune, RMS, Azure Active Directory, Windows Server CAL, and System Center Configuration Manager.

Enterprise Online Service: An Online Service that satisfies the commitment requirement. Enterprise Online Services are designated in the Product Terms.

Enterprise Product: Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program. Enterprise Products are designated in the Product Terms.

Expiration Date: The date upon which the Enrollment expires.

Extended Payment Terms: Payment terms that allow for monthly, quarterly, semi-annual, or customized structured payments, as well as modified payment timing on standard payment terms. Depending on Enrolled Affiliate's location, Enrolled Affiliate may have the ability to request Extended Payment Terms for an order.

Extended Term: If Enrolled Affiliate does not renew their Enrollment prior to the Expiration Date, access to Online Services will automatically continue month-to-month.

Product: All products identified on the Product Terms, such as all software, Online Services, and other web-based services, including pre-release or beta versions.

Product Selection Form: A form that documents the Enterprise Products and Enterprise Online Services the Customer is purchasing.

GLOSSARY OF LICENSING TERMS

L&SA: A License with Software Assurance for any Product ordered.

License: The right to download, install, access, and use a Product. A License may be available on a fixed-term or subscription basis. Licenses for Online Services are Subscription Licenses.

License Reduction: An Enrolled Affiliate may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis, if permitted in the Product Term.

Office 365: A suite of Online Services including Office 365 Pro Plus, Exchange, SharePoint, Skype for Business, and Yammer.

Qualified Device: Any device that is used by or for the benefit of an Enterprise.

Qualified User: A person (e.g., employee, consultant, contingent staff) who uses a Qualified Device, or who accesses a server using an Enterprise Product CAL or Enterprise Online Service.

QuickStart Reservation: A License Reservation for an Online Service on which a Customer has not already locked pricing and/or Customer is not cloud-ready with appropriate Online Service terms and conditions included in their agreement.

Reseller: Large account representative authorized by Microsoft to resell Licenses under the Enterprise Agreement and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to the Enterprise Agreement.

Reserved License: For an Online Service identified as eligible for True-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

Software Advisor: An entity authorized by Microsoft and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement.

Software Assurance: An offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

Step-up License: Enrolled Affiliate may move to a higher edition or suite of a Product by purchasing a Step-up License.

True-up Eligible: An Enterprise Agreement customer can equip additional hardware, devices, or users with software and online services that they have already licensed, and then account for these changes through an annual reconciliation process known as True-up.

USL: User Subscription License, usually for an Online Service.

Windows per User: A Subscription License for Windows.

ENTERPRISE AGREEMENT FREQUENTLY ASKED QUESTIONS

What is the Enterprise Agreement?

The Microsoft Enterprise Agreement offers the best value to organizations with 250* or more devices that want a manageable volume licensing program that gives them the flexibility to purchase cloud services and software licenses under one agreement in response to the changing technological landscape.

How is the Enterprise Agreement structured?

The Enterprise Agreement is a three-year agreement, which allows you to forecast software technology costs up to three years in advance.

What do I buy with an Enterprise Agreement?

With the Enterprise Agreement, you are able to purchase Microsoft end-user products and online services as well as server and cloud technologies. Take advantage of enrollments within your Enterprise Agreement:

- Enterprise Enrollment: Get the best pricing, per user/device or hybrid licensing options, and simplified license management for end-user technologies from Microsoft.
- Server and Cloud Enrollment (SCE): Get the best pricing, cloud-optimized licensing options, and simplified license management when you buy one or more server and cloud technologies from Microsoft.

How much flexibility do I have to make changes to my Enterprise Agreement during the term?

The Enterprise Agreement gives you the flexibility to add or remove** additional cloud services and software at pre-agreed terms and pricing to the agreement when needed without having to report or order each time.

How do I account for these changes?

The Annual True-up allows you to take an inventory of additional products and services used during the year without having to report or order each time.

What happens at the end of the three-year term?

At the end of the third year, you will work with Microsoft to renew your Enterprise Agreement for another three years. Renewing a Microsoft Enterprise Agreement gives you the best value while allowing you to build on existing investments, respond to a changing technological landscape, and maintain a higher level of engagement with Microsoft.

Can I sign up for an OLS-only Enterprise Agreement?

Yes, you may establish an OLS-only Enterprise Agreement with a minimum of 500 Subscription Licenses for Enterprise Online Services in a single pool.

Must I include all of my affiliates under an Enterprise Agreement, or can I select which affiliates will be part of the Enterprise Agreement for purposes of defining the enterprise?

No. When you formulate your Enterprise for purposes of an Enterprise Agreement, you define which entities will be included.

When purchasing Additional Products under an Enterprise Agreement, are there any minimum quantity requirements?

No. When you purchase Additional Products under an Enterprise Agreement, there are no minimum quantities required. You may purchase any quantity.

Can I spread payments for my initial order, or do I have to pay for the initial order all upfront?

For your initial order under your Enterprise Agreement, you have the option to pay for it all upfront or to pay for it in installments.

When are my True-up orders required?

Your first two True-up orders are required 60 to 30 days prior to your Enterprise Agreement enrollment anniversary, and your final True-up order is required within 30 days of your enrollment end date.

If I currently have an Enterprise Agreement with Office, Windows, and Core CAL, and I am interested in purchasing some OLS licenses for Office 365 for one department, do I have to purchase the OLS on a organization-wide basis?

No. In this case you may purchase incremental additional OLS licenses and still maintain your initial Professional Desktop commitment.

When I renew my Enterprise Enrollment, what do I own?

After your final payment(s) has been made for your Licenses and Software Assurance, you will own perpetual licenses to the then-latest version of the software. When you renew, you will then be paying for Software Assurance-only for that license.

RS62

*New minimum user/device requirements for new commercial customers will go into effect on July 1, 2016

**Available with the Enterprise Subscription Enrollment

ENTERPRISE CLOUD SUITE FREQUENTLY ASKED QUESTIONS

What is the Enterprise Cloud Suite?

The Enterprise Cloud Suite (ECS), now available as part of the Enterprise Enrollment, brings together Office 365 E3, Enterprise Mobility Suite, and Windows Software Assurance per User. The combined power of these three offerings empowers users with best-in-class productivity across devices while supporting IT security and control.

What are the benefits of ECS?

Licensing benefits include:

- **Flexible licensing:** ECS is available as both an Add-on license for existing Software Assurance users and a Full USL for new users.
- **Built-in savings:** Great pricing when you buy these solutions through ECS.
- **Simplified cloud licensing:** Eliminate the need to count devices with a pure per user licensing model.

What products are included with ECS?

The following products are included:

- **Office 365 E3:** Office 365 Pro Plus, Exchange Online, SharePoint Online, Skype for Business Online, Yammer
- **Enterprise Mobility Suite:** Microsoft Intune, Microsoft Azure Rights Management Service, Microsoft Azure Active Directory Premium, Windows Server CAL, System Center Configuration Manager CAL, System Center Endpoint Protection CAL
- **Windows Software Assurance per User:** Windows Enterprise (requires licensed user to be the primary user of at least one device licensed with Windows Pro)

What is the licensing model of the Enterprise Cloud Suite?

The Enterprise Cloud Suite is licensed with a User Subscription Model.

What type of USLs are available for the Enterprise Cloud Suite?

Add-on USLs (for customers who want to add the Enterprise Cloud Suite services to their existing desktop platform), From SA USLs (for customers who want to transition to the Enterprise Cloud Suite services from their existing desktop platform), and Full USLs (for customers who are signing a new Enterprise Agreement, or for customers who are adding net new users to an existing Enterprise Agreement).

What is the difference between the different USLs?

Add-on USLs

- Include Enterprise Products and Enterprise Online Services
- You retain existing licenses
- Software Assurance benefits earned through underlying On-Premises Software Assurance

Full USLs

- Include Enterprise Products and Enterprise Online Services
- For users who have no existing fully paid licenses with active Software Assurance and need Online Services
- No Software Assurance benefits

Does the Enterprise Cloud Suite need to be taken Enterprise-wide?

No.

Does the Enterprise Cloud Suite replace the current Professional Desktop Platform and Enterprise Desktop Platform?

No. The ECS is an alternative offering for customers who want cloud services and a user-based licensing model for their Enterprise Agreement.

Can I choose to just add on or transition to a component of the Enterprise Cloud Suite?

Yes.

Which customers are eligible for From SA USLs?

If a perpetual Enterprise Agreement customer has fully owned licenses and active Software Assurance, then they are eligible to transition to the From SA USLs. If a subscription Enterprise Agreement customer has had a subscription to a license for three or more years with no break in the coverage, then they are also eligible to transition that license to the From SA USLs.

Can the Enterprise Cloud Suite From SA USLs be used Mid-Term—that is, between anniversaries?

No.

Is there a limit as to how many renewals can be done with From SA USLs?

No. Customers can renew existing From SA USLs with From SA USLs.

What is the licensing model for the Enterprise Mobility Suite?

RS63 The Enterprise Mobility Suite is licensed with either a Full User Subscription License or an add-on subscription license for existing CoreCAL and ECAL customers.

ENTERPRISE CLOUD SUITE FREQUENTLY ASKED QUESTIONS

What is User Licensing for Access to Windows?

There are two options for user licensing for access to Windows: Windows Software Assurance per User and Windows VDA per User. Both are an entirely new way to license Windows and put users at the center of their devices.

With Windows Software Assurance and VDA per User, Windows Enterprise edition can be delivered across a user's multiple devices. You also have the flexibility to decide how to deliver Windows Enterprise across devices through local install, Virtual Desktop Infrastructure (VDI), or Windows To Go. This provides simpler license management by allowing you to count just users with primary PCs, instead of counting every single device.

How is Windows Software Assurance per User different from Windows in the Enterprise Platform?

- **Enterprise Platform:** As part of the Enterprise Platform, Windows Software Assurance is licensed per device, and each one of these devices requires Windows Pro or another underlying qualified operating system. With this license, you get only local install rights of Windows Enterprise on a single device and VDI rights from a single device; MDOP must be purchased for each device.
- **Windows Software Assurance per User:** This license is available as an Add-on or a full USL and is assigned only to Primary Users whose primary work devices are already licensed with Windows 7/8/8.1 Pro or Enterprise.

Does the Windows Software Assurance per User Full USL replace the Windows 10 Enterprise Upgrade license with Software Assurance?

No. The Windows Software Assurance per User Full USL is a new offering for customers who want to license Windows by user. The Windows 10 Enterprise Upgrade license remains as a device licensing option for customers.

What are the underlying qualifying licenses required to purchase the Windows Software Assurance per User Add-on?

The Windows Software Assurance per User Add-on must be added on to a Windows 10 Enterprise Upgrade license with Software Assurance or a Windows VDA Device Subscription License. In addition, the Add-on must be purchased for the user who is the primary user of the device with the qualifying underlying license.

Can a Windows Software Assurance per User Full USL be purchased for any user in an organization?

A Windows Software Assurance per User Full USL can be purchased for any user who has a Windows 7/8 Pro licensed device as their primary work device.

What is the definition of a user's primary work device? Does it matter who owns that device?

A primary work device is the device that a user uses for most or all of their work; it can be owned by anyone.

What happens if the user does not have a primary device that is running Windows 7/8/8.1 Pro or Enterprise?

For customers who do not have Primary Users with primary devices that are running Windows 7/8/8.1 Pro or Enterprise, the Windows VDA per User USL is available. Windows VDA per User does not require the primary device to have a qualified operating system, nor does it require the user to be the primary user of a device. Windows VDA per User allows VDI or Windows To Go access on any device, and local install rights on any device the licensed user uses that is already licensed with Windows 7/8/8.1 Pro or Enterprise.

How do I buy E5 instead of E3 in ECS?

If you want the advanced capabilities of Office 365 E5 as well as ECS, you can buy the E5 Step-up from ECS. This premium addition grants the additive functionality of E5 while preserving the existing structure of ECS. This SKU can be used for Enterprise Cloud Add-Ons, From SA USLs, and Full USLs, but it requires that you maintain your ECS licensing to continue to use E5 functionality.

What should I do if I have an Enterprise Platform that includes one of the Enterprise Cloud Suite components?

You replace the Office 365 E3 Add-on with the ECS Add-on at anniversary and earn a significant suite discount on ECS. This enables you to experience a smooth transition from the Office 365 E3 Add-on.

Does ECS require any Bridge CALs?

No Bridge CALs are needed when you buy the entire ECS. If you choose to transition to only Office 365 E3 From SA or only EMS From SA at anniversary, you will need to buy the corresponding Bridge CAL to maintain coverage of your remaining CAL Suite components.

SERVER AND CLOUD ENROLLMENT FREQUENTLY ASKED QUESTIONS

What is the Server and Cloud Enrollment (SCE)?

The Server and Cloud Enrollment (SCE) is a new licensing vehicle under the Microsoft Enterprise Agreement that enables customers to standardize on one or more Microsoft Server and Cloud technologies.

To enroll in an SCE, customers make an installed-base-wide commitment to one or more components. This means committing to full Software Assurance coverage across the installed base of an SCE component.

How does SCE work?

Enrolling in SCE requires the following:

- Enterprise Agreement: Although you need to sign an Enterprise Agreement, an Enterprise Enrollment for Desktop is not needed to qualify.
- Annuity Coverage: 100% Software Assurance or Subscription coverage is required on your install base for each product family that you commit to. This includes those licenses that were not covered by Software Assurance when you entered the program.

With SCE, the following occurs:

- For licenses with continuous Software Assurance coverage, Software Assurance can be renewed upon entrance to the program at a discount.
- For the licenses that did not have Software Assurance, you can subscribe to the most current version of the product.
- For incremental licenses bought during the agreement term, you receive additional price savings on L+SA.

What does SCE mean for Enrollment for Core Infrastructure (ECI) customers?

These changes do not affect an ECI customer during the term of the Enrollment. With an installed-base-wide commitment to the Core Infrastructure Suites (CIS) through SCE, ECI customers will retain access to the best pricing, new subscription options, new Microsoft Azure benefits, and access to the latest technologies. New benefits like System Center Azure management rights and the ability to qualify for unlimited support are also included. SCE provides a 15% discount on License + Software Assurance and 5% on Software Assurance for Core Infrastructure Suite (CIS) Standard and Datacenter (SE and DC). These discounts are in addition to the discounts already provided for CIS SKUs in non-SCE programs.

Customers who only want to partially cover their environments with CIS can easily do so through other volume licensing programs, with no dedicated contracts or unit minimums. Existing ECIs can be renewed into the CIS SKU in other programs, such as Select Plus or Additional Products in the Enterprise Agreement Enterprise Enrollment.

What does this mean for Enrollment for Enterprise Platform (EAP) customers?

EAP customers can continue their installed-base-wide commitment to SQL Server, Visual Studio, BizTalk Server, and SharePoint Server in the SCE. Customers will see some small pricing changes as we standardize and simplify discounts.

If I have existing licenses without Software Assurance, how should I add those into the SCE Agreement?

For all licensed deployments of products that must be covered as part of an installed-based commitment to SCE that are not current with Software Assurance, you can choose to add them as subscription or to add them as L+SA at signing.

Can licenses without Software Assurance be added as Software Assurance only with the Software Assurance Prior L SKU?

The "Deferred License" approach through the Software Assurance Prior L SKU that was available in the EAP is being replaced in SCE with a more flexible subscription option.

How is subscription different than traditional L+SA?

Subscription options in SCE are available for the components that require an installed-base commitment. If workloads are retired or moved to the cloud, subscription license quantities can be reduced annually. Within a selected component, you can selectively choose to own/maintain perpetual units with full term commitments of three years or have some as subscription.

Can I buy a subscription for new units?

Yes, you can select whether units you add at signing of SCE or license at True-up (based on deployments) will be subscription or perpetual (L+SA). You can choose based on your individual workload requirements.





Pricing Proposal
 Quotation #: 11702904
 Created On: 6/9/2016
 Valid Until: 6/24/2016

City of Milwaukie OR

Brandon Gill

3200 SE Harrison Street
 Milwaukie, OR 97222
 United States
 Phone: 503.786.7404
 Fax:
 Email: gillb@milwaukieoregon.gov

Brandon Barkley

Phone:
 Fax:
 Email: Brandon_Barkley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WINENT ALNG SA MVL Pltfm Microsoft - Part#: KV3-00353	200	\$38.50	\$7,700.00
2 O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894	185	\$200.89	\$37,164.65
3 CCALBrdgO365 Alng MonthlySub Platform Per User Microsoft - Part#: AAA-12415	185	\$17.79	\$3,291.15
4 PrjctProforO365G ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 4ST-00001	5	\$215.03	\$1,075.15
5 SQLCAL ALNG SA MVL DvcCAL Microsoft - Part#: 359-00792	26	\$34.23	\$889.98
6 SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433	7	\$147.05	\$1,029.35
7 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292	8	\$587.82	\$4,702.56
8 VisioProforO365G ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001	5	\$111.84	\$559.20
9 WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898	5	\$144.61	\$723.05

Subtotal	\$57,135.09
Shipping	\$0.00
*Tax	\$0.00
Total	\$57,135.09

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Pricing and purchase per PA 2590.

Pricing above is for the first of a three year commitment to renew Enterprise Agreement # 9045373 for a term of 7/1/2016-6/30/2019. Each annual payment will be equal and payments will be due at each anniversary:

Payment 1 of \$57,135.09 due now

Payment 2 of \$57,135.09 due 6/30/2017

Payment 3 of \$57,135.09 due 6/30/2018

If you have questions about this quote, you can reach me directly at 503-510-4813.

If you would like to make a purchase, you can do so by:

- emailing your order to the team at TeamOregon@shi.com
- faxing your order to the team at 732-564-8547
- mailing your order to the team at 290 Davidson Ave, Somerset, NJ 08873

Remit-Only Address: SHI, PO Box 952121, Dallas, TX 75395-2121

Tax ID: 22-3009648

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.



**TriMet Property Triangle Site
- Resolution**

This Report is in progress.

3. E.

www.milwaukieoregon.gov



**Regular Session
Agenda Item No.**

6

Other Business



**RS 6. A.
June 21, 2016**

To: Mayor and City Council
Through: Bill Monahan, City Manager
From: Gary Rebello, Human Resources Director
Subject: Management and Confidential Employee COLA
Eve
Date: June 21, 2016

ACTION REQUESTED

Request Council approve a 2.5% management/confidential employee cost of living adjustment (COLA) effective the first day of the pay period July 1, 2016. The COLA percentage matches those to be received by both American Federation of State County and Municipal Employees (AFSCME) and Milwaukie Police Employees' Association (MPEA).

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The City Council has discretion whether to grant a COLA to management/confidential personnel. In addition to management, there are two confidential non-represented employees (Payroll Specialist and HR Specialist) due to their roles in collective bargaining. The decision to grant the management COLA is not automatic and should be considered annually. In recent years, the Council has granted management and other non-represented staff the identical COLA as negotiated by AFSCME. The Council has the discretion to either award an amount less or greater than negotiated by either or both of the City's represented associations.

BACKGROUND

The AFSCME collective bargaining calls for a 2.5% COLA to be effective the first day of the pay period July 1, 2016. MPEA has recently negotiated a 2.5% COLA effective first day of the pay period July 1, 2016. A management COLA less than AFSCME and MPEA will create salary compression issues. The CPI-U Portland was 1.2% in 2015%; 2.4% in 2014; and 2.5% in 2013.

FISCAL IMPACTS

The approved Milwaukie 2017 – 2018 biennium budget includes funds for a 2.5% COLA for management and confidential staff.

WORK LOAD IMPACTS

None.

ALTERNATIVES

Hold current management salaries as is (no COLA) or grant an amount equal to, less than, or greater than 2.5%.



**RS 6. B.
June 21, 2016**

To: Mayor and City Council
Through: Bill Monahan, City Manager
From: Gary Rebello, Human Resources Director
Subject: Management and Confidential Employee Deferred Compensation Contribution

Eve
Date: June 21, 2016

ACTION REQUESTED

Request Council approve increasing the City's management and confidential deferred compensation contribution from 2.0% to 2.5% effective the first day of the pay period July 1, 2016. The deferred compensation amount matches those received by both the American Federation of State, County and Municipal Employees (AFSCME) and Milwaukie Police Employee's Association.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

The City Council has discretion whether to grant an increase to the deferred compensation contribution to management/confidential personnel. In addition to management, there are two confidential non-represented employees (Payroll Specialist and HR Specialist) due to their roles in collective bargaining. There has been no prior action on the deferred compensation contribution for several years.

BACKGROUND

The deferred contribution amount for management/confidential employees has been 2.0% for a number of years. AFSCME has been at a 2.5% deferred contribution rate for several years and MPEA will increase from 2.0% to 2.5% effective July 1, 2016 as part of their new bargaining agreement.

FISCAL IMPACTS

The approved Milwaukie 2017 – 2018 biennium budget includes funds for a 2.5% deferred compensation contribution for management and confidential staff.

WORK LOAD IMPACTS

None.

ALTERNATIVES

Deny the increase in the deferred compensation contribution for management or establish an amount other than 2.0% or 2.5%.



**Solid Waste Rate Setting -
Resolution**

This Report is in progress.

6.7.

www.milwaukieoregon.gov



**Fees in Lieu of Construction
(FILOC) Fees - Resolution**
This Report is in progress.

6. D.

www.milwaukieoregon.gov



**Intergovernmental Agreement
(IGA) between the City and
Metro for the Harrison Main
Block - Resolution**

This Report is in progress.

6. E.

www.milwaukieoregon.gov



**Regional Solids Handling
Needs - Resolution**
This Report is in progress.

6. F.

www.milwaukieoregon.gov