



AGENDA - *Revised

Added item II. 1

Thursday, February 9, 2017 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-05

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Contract Approval of Amendment Number two (2) to the Financial Consulting Service Contract with David Paul Rosen & Associates, DRA

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

- *1. Appointment of Clackamas County Commissioner Position 5 to Sonya Fischer (BCC)
2. Clackamas County Dog Services Adoption Story (Sarah Holcombe, Dog Services)

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

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

1. Board Order No. _____ Calling for an Election of the Question of Formation of a Molalla Aquatic District (Chris Storey, County Counsel)

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

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement #148991, Amendment No. 3 with The State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*

B. Department of Transportation & Development

1. Board Order No. _____ to Correct the Johnson Creek Boulevard Centerline Description and Exhibit Map

C. Business & Community Services

1. Approval of the Contract with CR Fabrication, LTD for the Hebb Park Dock Replacement Project, Phase 2 - *Procurement*

D. Elected Officials

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

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

February 9, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment Number two (2) to the Financial Consulting Service Contract
with David Paul Rosen & Associates (DRA)

Purpose/Outcomes	Approval of Housing Authority of Clackamas County (HACC) – David Paul Rosen & Associates (DRA) Financial Consultant Services 2017-2018 Scope of Services and Budget
Dollar Amount and Fiscal Impact	\$130,000.00 – 2017, \$135,000.00 – 2018 for a new contract Total of \$413,000.
Funding Source(s)	Housing Authority of Clackamas County No County General Funds
Duration	1-1-2017 through 12-31-2018
Previous Board Action	None (original contract was \$148,000)
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Sustainable and Affordable Housing
Contact Person	Chuck Robbins, HACC Executive Director (503) 650-5666
Contract Number	H3S Contract #7637

BACKGROUND:

The Clackamas County Housing Authority (HACC) a Division of the Health, Housing & Human Services Department requests approval to execute Amendment number two (2) to a Financial Consulting Service Contract with David Paul Rosen & Associates (DRA).

DRA provides HACC with a range of financial advisory services for assessment of, and strategic business and financial planning for HACC to manage its portfolio of public housing, Low Income Housing Tax Credit (LIHTC) housing and special needs housing to assure its appropriate reinvestment, rehabilitation and if appropriate its redevelopment. DRA also provides, if needed, market real estate and demographic analysis for HACC as required for affordable housing development and/or financing supported by the Authority.

DRA will be performing 4 tasks for the HACC. They are as follows:

1. HACC Public Housing Revitalization Master Plan – Will assist with the development of a master plan for revitalization and redevelopment of its public housing portfolio.
2. Hillside Manor Financial and Development Advisory Services – continuation of financial and development of advisory services for the Hillside Manor project
3. Pedcor (Rosewood Terrace) Transaction Assistance - continuation of financial and development of advisory services for the Pedcor Rosewood Terrace project

4. Predevelopment Services for Additional Project – Provides development and financial advisory services of a project in addition to Hillside Manor such as Hillside Park that will likely start construction in 2018.

HACC and DRA have been under contract since March 3rd, 2016. The Second Amendment amends the Scope of Work to include additional items, clarifies contract term language, and increases the contract amount by \$265,000.00, bringing the total not to exceed sum to four hundred thirteen thousand dollars (\$413,000.00). The additional Scope of Work covers the next two years, January 1st, 2017 through December 31, 2018. This has been approved by County Counsel on January 30, 2017.

RECOMMENDATION:

Staff recommends the Board approve Amendment #2 and staff recommends the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

DEVELOPMENT FINANCIAL CONSULTANT – PROJECT #16001
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

CONTRACT AMENDMENT #2

TO: David Paul Rosen & Associates
Attention: David Rosen

Subject: Project No. 16001
Project Name – Development Financial Consultant
Contract No. c002-16
Amount \$265,000.00 (Not to Exceed \$130,000 for January 1 through December 31, 2017 and \$135,000 for January 1 through December 31, 2018)

Pursuant to the terms of your contract dated March 3, 2016 for **Project #16001 – Development Financial Consultant** for HACC you are hereby authorized to increase the contract total for the 2 year, 10 month contract period by a maximum of \$265,000.00, bringing the total amount of the contract to \$413,000.00.

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

Pursuant to Article 2 of the original Contract dated March 3, 2016: The Contract Price. The PHA shall amend the Contract to pay the Contractor for the performance of the Contract, in current funds, according to the Fee schedule attached as Schedule F, for a not to exceed sum of four hundred thirteen thousand dollars (\$413,000.00).

Pursuant to Article 3 of the original Contract dated March 3, 2016: The Contract Term. The PHA shall amend the Contract to engage the services of the Contractor for an initial period of two years and ten months, terminating on December 31, 2018.

Pursuant to Article 4 of the original Contract dated March 3, 2016: Contract Documents. The PHA shall amend the contract documents to include the additional component parts:

- a. This Amendment
- b. Revised Scope of Services for 2017-2018 (Exhibit A.1)
- c. General Conditions for Non-Construction Contracts (Exhibit D.1)

You are informed that **Chuck Robbins, Executive Director**, has been appointed as Contracting Officer, and is duly authorized to administer your contract for and in the name of this **Housing Authority of the County of Clackamas**.

Under separate cover, there was forwarded to you one executed set of the Contract Documents consisting of the updated Form of Contract, General Conditions, and updated Scope of Work.

Please acknowledge the receipt of this Amendment by signing and dating it, and return all copies promptly to this office.

(Signature Page to Follow)

DEVELOPMENT FINANCIAL CONSULTANT – PROJECT #16001
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

Attest:

David Paul Rosen & Associates

Contractor

Authorized Representative's Signature / Date

David Rosen Principal

Authorized Representative's Name / Title

94-2981032

Federal I.D. Number

1330 Broadway, Suite 937, Oakland, CA 94612

Business Address – street, city, state, zip

Attest:

Housing Authority of Clackamas County

Owner

Authorized Representative's Signature / Date

Authorized Representative's Name / Title

HACC, PO Box 1510, Oregon City, OR 97045

Business Address – street, city, state, zip

Happy Tails

at Clackamas County Dog Services



Board of County Commissioners Business Meeting
February 2, 2017
Sarah Holcombe
Fundraising and Volunteer Coordinator



A little bit about Dog Services

1,200 dogs come through our shelter a year

263 adoptions in 2016

Almost 80% of stray dogs are reunited with their owners

Around 50 active volunteers gave 4,700 hours last year

Roxy

Pitbull/Husky mix

Owner surrendered – unable to afford vet care

Severe skin allergies

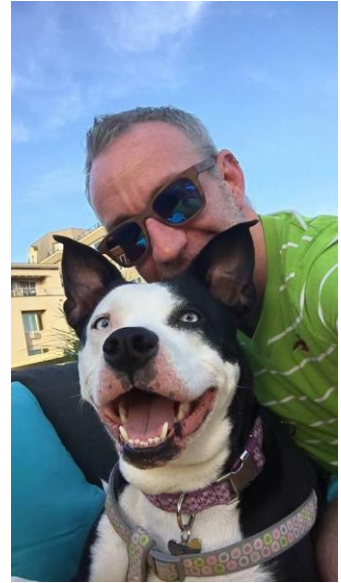
2 months at CCDS



Roxy's happy tail



“It's odd to think I haven't had Roxy all her/my life. It's been just about a year and two months since I adopted this sweet lady. We've had our ups and downs, but when we cuddle up to watch a movie and she looks into my eyes like this, I know she was meant to be with me.”



Thank you for the support!





OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
 2051 KAEN ROAD OREGON CITY, OR 97045

February 9, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Stephen L. Madkour
 County Counsel

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
 Assistants

Ordering an Election on the Question of Formation of
Molalla Aquatic District

Purpose/Outcomes	Conduct Public Hearing/Order Election
Dollar Amount and Fiscal Impact	None for County, Imposition of \$ 0.29/\$1000 A.V. tax on Property Owners in District
Funding Source	Property Tax
Duration	Permanent
Previous Board Action	None
Strategic Plan Alignment	Build Public Trust Through Good Government, hold transparent and clear public processes regarding jurisdictional boundaries
Contact Person	Ken Martin, Boundary Change Consultant - 503 222-0955 Chris Storey, Assistant County Counsel
Contract No.	Not Applicable

BACKGROUND:

The County Board is charged with making boundary change decisions (annexations, withdrawals, formations, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district the formation of which the Board must act on is a park & recreation district. The proposed Molalla Aquatic District is a park & recreation district authorized under Oregon Revised Statute (ORS) 266 (the "Proposed District"). This is a formation proposal to create a new district. The Proposed District would have an independently elected board that would govern it post-formation.

This proposal was initiated by a consent petition of electors. The petition meets the requirement for initiation set forth in ORS 198.800, ORS 198.750 (section of statute which specifies contents of petition) and ORS 198.755 (specifies required number of signers). The petitioners first received approval to circulate from the County Clerk, and subsequently submitted a petition for certification of the gathered signatures. The Clerk, after validating that a sufficient number of signatures were gathered to allow the petition to move forward, advanced the petition to the Office of County Counsel for review. After discussion with petitioner representatives, County Counsel agreed that the petition met the minimum standards for the petition, although the

economic feasibility report contains less information than typically submitted in this type of formation.

The territory to be included consists of the entirety of the Molalla River School District including the City of Molalla. The area is about 250 square miles and contains a population of approximately 18,000. Members of the school district have been participants in the petition process and the school district generally is aware of and supportive of formation of the Proposed District.

As required by statute the Molalla City Council has approved the inclusion of the City of Molalla within the boundaries of the Proposed District.

As required by state statute, the Board held a public hearing on the proposed annexation on January 19th. At this time the Board heard testimony from interested parties. All testimony was in favor of referring the matter to voters. After hearing such testimony, the Board chose to tentatively approve the petition.

This public hearing allows additional opportunity for public input. If the Board chooses to move forward with the petition, it can set the matter for an election on May 16, 2017. The Board's role is to vet proposals for their appropriateness and viability before allowing them to go forward to voters. Approval by the Board does not signify that the Board approves of the petition's goals, only that it approves that the issue is appropriate for voters to consider.

In sending the matter to the voters, they will vote on both the formation of the Proposed District and candidates for the governing body of the Proposed District. As set by ORS 266.320 and the petition, the Proposed District, if passed, would have a five member board who are elected at large. The initial terms will be staggered based on the number of votes received, with the three highest vote-receivers being elected to four year terms and the fourth and fifth-highest vote-receivers being elected to two year terms.

REASON FOR FORMATION

The petitioners desire formation of the Proposed District to provide funds to manage and operate the Aquatic Center located at 432 Francis Street in Molalla.

LEGAL REQUIREMENTS/CRITERIA

Oregon Revised Statute 198.749 requires completion of an "economic feasibility statement" prior to circulation of petitions to form a district. "The economic feasibility statement shall form the basis of the proposed permanent rate limit for operation taxes required by ORS 198.750(1)(g). The economic feasibility statement shall contain.

- (1) A description of the services and functions to be performed or provided by the proposed district;
- (2) An analysis of the relationships between those services and functions and other existing or needed government services; and
- (3) A proposed first year line item operating budget and projected third year line item operating budget for the new district that demonstrate its economic feasibility."

Petitioners submitted a two page Economic Feasibility Statement (see Attachment A) which meets the minimum requirements of the statute.

Oregon Revised Statute 198.805 directs the Board to “determine in accordance with the criteria prescribed in ORS 199.462 whether the area could be benefited by the formation of the district.”

Past attempts to create a park & recreation district in the area established that there is interest in providing a swimming facility in the area. The primary reason for the closing of the existing facility in Molalla appears to be lack of a funding source for maintenance and operation. Formation of the District would allow for the reopening of the pool to the benefit of the residents of the area. Support for this proposal is further demonstrated by the fact that 1946 registered voters petitioned for the formation.

ORS 199.462 requires consideration of “local comprehensive planning for the area, economic, demographic and sociological trends and projections pertinent to the proposal, past and prospective physical development of land that would directly or indirectly be affected by the proposed boundary change . . . and the goals adopted under ORS 197.225.”

LAND USE PLANNING

COUNTY PLANNING

The Non-Urban area land use map of the Clackamas County Comprehensive Plan identifies the majority of the proposed district (outside the City of Molalla) as Forest, Agricultural and Rural.

Policy 3.0 of the Parks and Recreation element of the Comprehensive Plan states:

Provision of recreation in rural areas must be closely coordinated with other local, state and federal agencies (e.g., school districts, Willamette Greenway Program).

ECONOMIC, DEMOGRAPHIC AND SOCIOLOGICAL TRENDS AND PROJECTIONS

No information relative to these subjects was included in the submission by the petitioners. Examination of previous proposals to form such a district in this area (Boundary Commission Proposal No. 3326 in 1994 and Boundary Commission Proposal No. 3540 in 1997) indicated a general desire for the primary service (a public swimming pool) and demonstrated the economic feasibility of the area to bear the cost of the service. Both of those previous attempts were defeated at elections.

PAST AND PROSPECTIVE PHYSICAL DEVELOPMENT OF THE LAND

Past analyses found little effect of such proposals on physical development of land. The primary effect of the districts' formation related to the costs of the service and the willingness or unwillingness of the residents to bear that cost.

FACILITIES AND SERVICES

The only facility/service to be offered by the proposed district is the operation and maintenance of the existing swim pool in Molalla. The pool was built by the Molalla School District with proceeds from a bond issue in 2000. The City of Molalla committed to operation of the pool and did so for ten years before negotiating an agreement with the School to end its commitment. The pool has been generally closed since September, 2014 because neither the School District

nor the City have the funds to operate and maintain it. It is temporarily open during the winter sports season for use by the Molalla High School Swim Team.

The Molalla River School District and the City of Molalla support the formation of this district. An Economic Feasibility Statement submitted by these two units of government estimates that, conservatively, a tax rate \$ 0.29/\$1,000 A.V. will suffice to provide long term operation and maintenance of the pool.

NEXT STEPS

If the Board agrees that the Proposed District should be considered by voters, it would set an election on the matter for May 16, 2016. That election will indicate that a single question is being proposed: whether to form the district and whether to approve the proposed permanent tax rate of \$ 0.29/\$1,000 Assessed Value (ORS 198.815(4)(a)). A proposed board order to that effect is attached hereto for reference. County staff would be responsible for drafting and submitting the ballot title and measure, but would coordinate with the chief petitioners, the Molalla River School District and the City of Molalla, to ensure that it accurately reflects the petition.

RECOMMENDATION:

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-16-011, formation of Molalla Aquatic District, and adoption of an order setting an election on the matter for May 16, 2017.

Respectfully submitted,



Chris Storey
Assistant County Counsel

EXHIBIT A MOLALA RIVER SCHOOL DISTRICT



EXHIBIT B

LEGAL DESCRIPTION

The entirety of the Molalla River School District located in Clackamas County, Oregon as that boundary exists on January 1, 2017.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Calling
An Election on the Formation of the
Molalla Aquatic District



ORDER NO. 2017 _____

WHEREAS, this matter coming before the Board at this time, and it appearing that by Order No. 2017-03 dated January 19, 2017, this Board tentatively approved the citizen-led petition for formation of an independent parks and recreation district under ORS Chapter 266 to be known as the "Molalla Aquatic District" (the "Proposed District") with the boundaries described on Exhibit A and shown on the map attached hereto as Exhibit B; and

WHEREAS, it further appearing that this matter came before the Board for a second public hearing on February 9, 2017 and that additional public testimony was received;

NOW, THEREFORE, IT IS HEREBY ORDERED that an election be held within the boundaries of the Proposed District on May 16, 2017.

It is further **RESOLVED AND ORDERED** that County staff is directed to submit a ballot title and related explanatory statement describing the proposed formation question for inclusion in the Clackamas County voters pamphlet for the May 16, 2017 election.

It is further **RESOLVED AND ORDERED** that the County shall give notice of the election as required by Oregon law, and shall take any other actions which are required to place this formation question on the May 16, 2017 election ballot.

It is further **RESOLVED AND ORDERED** that the Proposed District have an independently elected board consisting of five (5) commissioners, to be elected at large at the May 16, 2017 election pursuant to ORS 266.320.

DATED this 9th day of February 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

February 9, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #148991, Amendment #3 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over

Purpose/Outcomes	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County.
Dollar Amount and Fiscal Impact	The total agreement is \$5,694,691. Funded by Federal OAA Funds and State General Funds designated for the OPI Program.
Funding Source	Federal Older American Act & State General Fund - no County General Funds are involved.
Duration	Effective July 1, 2015 and terminates on June 30, 2017
Previous Board Action	071615-A1, 122215-A1, 081116-A5
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7282

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request the approval of Amendment 3 to Intergovernmental Agreement 148991. This amended agreement reflects the updated planning allocation amounts for Older American Act (OAA) and Oregon Project Independence (OPI) funding from July 1, 2015 through June 30, 2017 of the 2015-2017 biennial agreement period. The services provided include nutrition programs, health promotion activities, transportation, information and referral activities, and In-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, State Unit on Aging. The planning allocation increased by \$29,988 from \$5,664,703 to \$5,694,691. The original agreement was reviewed and approved by County Council. This agreement is effective when signed by all parties and terminates on June 30, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services



Grant Agreement Number 148991

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 3 to Grant Agreement Number 148991 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County Social Services Division (CCSS)
Serving Clackamas County
PO Box 2950 - 2051 Kaen Road
Oregon City, Oregon 97045
Attn: Brenda Durbin
Telephone: 503-655-8640
Facsimile: 503-655-8889
E-mail address: stefanierci@co.clackamas.or.us**

hereinafter referred to as "Recipient".

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Agreement Administrator information on face sheet only is changed as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

**Department of Human Services
Aging and People with Disabilities
State Unit on Aging
Agreement Administrator: Sarah ~~Hout~~ Odell or delegate
500 Summer Street NE
Salem, Oregon 97301
Telephone: 503-945-6140
Facsimile: 503-373-1133**

- b. Section "3. Grant Disbursement Generally." is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

4. Signatures.

Clackamas County Social Services Division (AAA)

By:

Authorized Signature	Title	Date
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State of Oregon acting by and through its Department of Human Services (DHS)

By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)(c)(A).

DHS, Aging & People with Disabilities, State Unit on Aging

Reviewed and approved for release by Sarah Odell on January 27, 2017.

Office of Contracts and Procurement:

Sharon M. Landis, OPBC, OCAC	Contract Specialist	Date
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M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

February 9, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Board Order to Correct Johnson Creek Boulevard
Centerline Description and Exhibit Map

Purpose/Outcomes	Implements County Court Order No.1215 to include the corrected center line description of Johnson Creek Boulevard.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Upon execution; correct center description.
Previous Board Contact	07/03/1925 – Order for finally surveying of, opening and having field notes recorded in suitable books.
Strategic Plan Alignment	Build a strong infrastructure.
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

County Court Order 1215, adopted in 1925, addressed the petition of Wallace Miller and others for a County Road. At the time, road viewers were assigned to lay out and survey the road based on the description in the petition. The preliminary field notes that accompanied the map and centerline description in final order were incorrect. The Court was apprised of the error in the centerline notes and description and ordered the County Surveyor to finally survey and open the road. There is no record of further action by the County Court accepting the final survey and corrected centerline description of Johnson Creek Boulevard and no record that any final survey was ever in fact recorded. This Board Order is being presented to the Board to implement the 1925 County Court Order by accepting the corrected final survey, description, and map exhibit of Johnson Creek Boulevard.

This order has been reviewed by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order which accepts the corrected final survey, description, and map exhibit of Johnson Creek Boulevard, County Road Number 1215.

Respectfully submitted,

Mike Bezner, PE
Assistant Director of Transportation

In the matter of a Board Order
Correcting the Centerline Description
Of Johnson Creek Boulevard, County
Road No. 1215, Situated in Sections
28, 29, and 30, T. 1 S., R. 2 E., W. M.
Clackamas County, Oregon.

Order No.

Page 1 of 2

This matter coming before the Board of
County Commissioners at this time and it appearing to the Board that County Court Order
Number 1215, adopted in 1925, addressed the petition of Wallace Miller and others for a County
Road; and

IT FURTHER APPEARING at the time, road
viewers were assigned to lay out and survey the road based on the description in the petition;
and

IT FURTHER APPEARING that the
preliminary field notes that accompanied the map and centerline description were incorrect; and

IT FURTHER APPEARING that the Court
was apprised of the error in the centerline notes and description and ordered the County
Surveyor to finally survey and open the road; and

IT FURTHER APPEARING that there is no
record of further action by the County Court accepting the final survey and corrected centerline
description of Johnson Creek Boulevard and no record that any final survey was ever in fact
recorded; and

IT FURTHER APPEARING that the
incorrect centerline description was written as set forth in Exhibit "A"; and

IT FURTHER APPEARING to the Board
that the correct centerline description is described and shown in Exhibit "B" and Exhibit Map "C"
attached hereto and by this reference being a part of this Board Order; and

IT FURTHER APPEARING that the Board
has read the Staff Report, and having determined that the adoption of the above corrected
centerline description will fully implement the 1925 County Court Order and is in the public
interest and is a benefit for the traveling public; and

IT FURTHER APPEARING that this Board
Order to correct the centerline description of Johnson Creek Boulevard, will not adversely affect
the traveling public; now therefore,

IT IS HEREBY ORDERED that the above
corrected description of Johnson Creek Boulevard Exhibit "B" and the attached map Exhibit "C"
be adopted and,

In the matter of a Board Order
Correcting the Centerline Description
Of Johnson Creek Boulevard, County
Road No. 1215, Situated in Sections
28, 29, and 30, T. 1 S., R. 2 E., W. M.
Clackamas County, Oregon.

Order No.

Page 2 of 2

IT IS FURTHER ORDERED that this Order
and supporting documents be recorded free of charge with the Clackamas County Clerk when
presented, with copies sent to the County Assessor, County Surveyor, and County
Finance/Fixed Assets Accounts.

ADOPTED this _____ day of February, 2017

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with CR Fabrication, LTD for Hebb Park Dock Replacement
Phase 2 Fabricate and Deliver Aluminum Docks**

Purpose/Outcomes	Purchase fabrication services from CR Fabrication, LTD. This contract is for fabrication and delivery of new docks for Hebb Park to replace older and deteriorating docks to better serve the public.
Dollar Amount and Fiscal Impact	County Parks will use \$244,617.96 in funding from Oregon State Marine Board grant funds.
Funding Source	Oregon State Marine Board Facilities Grant #1541; County Parks adopted budget.
Duration	Contract begins upon execution and expires May 1, 2017
Strategic Plan Alignment	1. Honor, utilize, promote and invest in our natural resources 2. Build public trust through good government
Previous Board Action	Adopted Resolution to apply for Grant; Approval of OSMB Grant Award
Contact Person	Rick Gruen, Manager, County Parks, x 4345 Laura Zentner, BCS Deputy Director, x 4344

BACKGROUND:

The existing boarding and courtesy docks at Hebb Park were built after the 1996 flood damaged the original boat ramp, and boarding dock. These docks are now over 20 years old and deteriorating beyond useful life. The Oregon State Marine Board listed the replacement of the Hebb Park boat docks as a high priority and awarded County Parks with a Facilities Grant for this project.

A Request for Proposal was solicited and CR Fabrication was the low bid received at the time of closing on December 22, 2016, 3:00pm.

County Counsel has approved this contract.

RECOMMENDATION:

Staff recommends Board Approval of an Authorization to Purchase Dock Fabrication Services from CR Fabrication, LTD.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

*Placed on the **February 9, 2017** Agenda by the Procurement Division



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

February 1, 2017

MEMORANDUM TO THE
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of February 09, 2017 this contract with CR Fabrication, Ltd. for the **HEBB PARK DOCK REPLACEMENT – PHASE 2 FABRICATE AND DELIVER ALUMINUM DOCKS**. This project was requested by Rick Gruen, Parks Manager, Business and Community Services. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Twenty-six (26) bid packets were sent out and two (2) bids were received: CR Fabrication \$244,617.96, and Topper Industries \$246,386.00. After review of all bids, CR Fabrication, Ltd. was determined to be **the** lowest responsive and responsible bidder. The total contract amount is not to exceed \$244,617.96. All work is to be completed by May, 2017. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under **213-7641-00-481200-64069**.

Respectfully Submitted,

Ryan Rice
Clackamas County Procurement

CONTRACT FORM

GOODS AND SERVICES CONTRACT

This Goods and Services Contract ("Contract") is entered into between CR Fabrication, Ltd. ("Contractor"), and Clackamas County Business & Community Services a political subdivisions of the State of Oregon ("County") for the purposes of the fabrication and delivery of aluminum docks to Hebb Park.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **May 01, 2017**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE

This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, the Invitation to Bid issued on November xx, 2016, attached as Attachment "A", and the Contractor's submitted bid attached as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

III. COMPENSATION

The County agrees to compensate the Contractor on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net thirty (30) days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **\$244,617.96**.

Travel Expense Reimbursement Authorized Yes No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period

sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), title VI of the civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States County Court for the County of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and lose, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered

an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the County, its officers, commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the County and Clackamas County and their agents, officers, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the County and Clackamas County and their agents, officers, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the

contract completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage, provided it’s retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to sections 14(A) or 22(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section VI and the following Sections of Section III: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County's shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County's may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; and (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state,

or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than ninety (90) days' notice.

21. REMEDIES. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. RECYCLING. In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

28. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

(A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.

(B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract.

(C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

INSURANCE CERTIFICATES
(To be submitted at time of contract execution)

DRAFT

Approval of Previous Business Meeting Minutes:
January 19, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, January 19, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Housing Authority Commissioner Paul Reynolds

EXCUSED: Commissioner Martha Schrader

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

Chair Bernard stated we have a revised agenda before us today. The Housing Authority consent agenda, III.1, has been moved to the County Consent agenda V. A.2. He also stated that we will take Citizen Communication after the Consent agenda.

I. CITIZEN COMMUNICATION *(see end of agenda)*

The Board will recess as the Board of County Commissioners and convened as the Housing Authority of Clackamas County for the next item.

II. HOUSING AUTHORITY PUBLIC HEARING

1. Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing on the Issuance of Private Activity Bonds for the Development of the Rosewood Terrace Apartment Project
Rich Malloy, Housing Authority of Clackamas County presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak.

1. Brian Boyce, Oregon City – spoke in support, but stated there is more to be done.

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

MOTION:

Commissioner Reynolds: I move we move forward with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) Hearing on the Issuance of Private Activity Bonds for the Development of the Rosewood Terrace Apartment Project.

Commissioner Humberston: Second:

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

all those in favor/opposed:

Commissioner Reynolds: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.

The Board adjourned as the Housing Authority of Clackamas County and re-convene as the Board of County Commissioners for the remainder of the meeting.

III. HOUSING AUTHORITY CONSENT AGENDA

1. **This item moved to V. A.2** - Approval of a TEFRA Resolution Declaring Clackamas County's Approval of the Housing Authority of Clackamas County (HACC) Intent to Issue Revenue Bonds for the Development of the Rosewood Terrace Apartment Project

IV. PUBLIC HEARING

1. **Board Order No. 2017-03** Approving Boundary Change Proposal CL 16-011, Formation of a Molalla Aquatic District

Ken Martin, Boundary Change Consultant, Chris Storey, County Counsel presented the staff report. Chair Bernard opened the public hearing and stated there several folks signed up to speak.

1. Liz Cruthers, Molalla River School District – spoke in support.
2. Jimmy Thompson, City of Molalla – spoke in support.
3. Lucy Allison Pursley – spoke in support.
4. Glen Kirkpatrick, Molalla – spoke in support.
5. Erin Devlin, Oregon City – spoke in support.

~Board Discussion~

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

MOTION:

Commissioner Savas: I move we approve the Board Order Approving Boundary Change Proposal CL 16-011, Formation of a Molalla Aquatic District.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

V. CONSENT AGENDA

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

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 3-0.

A. Health, Housing & Human Services

1. Approval of a Cooperation Agreement with Red Lodge Transition Services and the Housing and Community Development Division for the Acquisition of Residential Property – *Housing & Community Development*

***This item moved from the Housing Authority Consent agenda to the County Consent agenda.**

2. **Resolution No. 2017-04** Approval of a TEFRA Resolution Declaring Clackamas County's Approval of the Housing Authority of Clackamas County (HACC) Intent to Issue Revenue Bonds for the Development of the Rosewood Terrace Apartment Project - *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of a Sub-recipient Agreement with the Clackamas Service Center to Implement a DEQ Materials Management Grant for Improved Food Donation Capacity at the Clackamas Service Center
2. Approval of Amendment No. 2 to the Contract with Harper Houf Peterson Righellis (HHPR), Inc. for Construction Services of the SE 122nd Ave. & 132nd Ave. Sidewalk Connections Project – *Procurement*

3. Approval of a Contract with Trafficware Group Inc. for the SE Sunnyside Road Traffic Adaptive Signal Control Technology System - *Procurement*

C. Elected Officials

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

D. Department of Disaster Management

1. Approval of FY15 Urban Area Security Initiative (UASI) Sub-recipient Grant Agreement with Sunrise Water Authority
2. Approval of FY17 State Homeland Security Grant Program Application to the State of Oregon for Seven Projects

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Amendment No. 2 with Metro Related to Recently Conveyed Damascus Vogel Property from Clackamas County

Chair Bernard noted that Commissioner Humberston need to leave by 11:00 to attend another meeting. When that occurs, the remaining Board members will listen to the citizens here to speak, but will make no decision.

***This items was taken out of order and put at the end of the agenda.**

***I. CITIZEN COMMUNICATION**

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

1. Bob Van Dyk, Wild Salmon Center – request the Board to opt out of the Linn County lawsuit.
2. Sharon Selvaggio, Northwest Center for Alternatives to Pesticides – request the Board to opt out of the Linn County lawsuit.

*Commissioner Humberston was excused.

3. Chris Smith, Oregon Sierra Club – request the Board to opt out of the Linn County lawsuit.
4. Bob Van Dyk, Northwest Guides & Anglers Association – request the Board to opt out of the Linn County lawsuit.
5. Alan L'Hommedieu, Brightwood – request the Board to opt out of the Linn County lawsuit.
6. Conrad Gowell, Native Fish Society – request the Board to opt out of the Linn County lawsuit.

~Board Discussion~

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:15 AM

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