

# AGENDA

**Thursday, May 26, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-42

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation Recognizing Librarian of the Year Award-Winner Kathryn Kohl (Greg Williams, Business & Community Services, Library Network)

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

**III. PUBLIC HEARING** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. \_\_\_\_\_ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Happy Valley for a Portion of 122<sup>nd</sup> Avenue, County Road #2092J (Rick Maxwell, Department of Transportation & Development)

**IV. 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 Amendment No.1 to the Inter-Agency Agreement No. 7126-01 with Clackamas County Community Corrections, to Provide Residential Beds inclusive of the (CSAP) Corrections Substance Abuse Treatment Program to Adult Drug Court Participants within Corrections' Residential Services Division - *Health Centers*
2. Approval of Amendment No.1 to the Inter-Agency Agreement No. 7127-01 with Clackamas County Community Corrections, to Provide Residential Beds inclusive of the (CSAP) Corrections Substance Abuse Treatment Program to Adult Drug Court Participants within Corrections' Residential Services Division - *Health Centers*

3. Approval of Amendment No. 1 to the Inter-Agency Agreement with Clackamas County Health Centers Division to Provide Shared Services – *Public Health*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_\_ Accepting the Feasibility Report for the Starview Lane Local Improvement District
2. Approval of a Contract with Emery and Sons, Construction Northwest, LLC (Emery & Sons Construction Group) for Construction of the East Barlow Trail Road at Milepost 6.0 Project – *Procurement*
3. Approval of a Contract with David Evans and Associates, Inc. for Construction Management Services Related to the Pudding River (Whiskey Hill Road) Bridge Replacement Project – *Procurement*
4. Approval of a Contract with Pac-Green Nursery and Landscaping, LLC for Landscape Maintenance Service for Various Roadway Areas in Clackamas County – *Procurement*

**C. Elected Officials**

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

**D. Administration**

1. Approval of an Amendment to the Hatfield Fellows Master Intergovernmental Agreement between Clackamas County and Portland State University for the Mark O. Hatfield School of Government
2. Approval of an Amendment to the Oregon Fellows Master Intergovernmental Agreement between Clackamas County and Portland State University for the Mark O. Hatfield School of Government

**E. Department of Emergency Management**

1. Approval of Amendment No. 1 to the Intergovernmental Agreement between the City of Portland and Clackamas County for Purchase and Reimbursement Activities Related to the Use of Fiscal Year 15 United States Department of Homeland Security's Urban Area Security Initiative Grant Program

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. 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](http://www.clackamas.us/bcc/business.html)**



**GARY BARTH**  
DIRECTOR

**BUSINESS & COMMUNITY SERVICES**

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

May 26, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation Recognizing Librarian of the Year Award-Winner Kathryn Kohl

<b>Purpose/Outcomes</b>	This presentation is to recognize LINCC Member Services Librarian Kathryn Kohl, who was recently named Librarian of the Year by Oregon Library Association.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	N/A
<b>Previous Action</b>	None
<b>Strategic Plan Alliance</b>	Building public trust through good government
<b>Contact Person</b>	Greg Williams, Manager, LINCC: 503-723-4889

**BACKGROUND**

With over 1,000 members statewide, the Oregon Library Association (OLA), seeks to promote and advance library service through public and professional education and cooperation. OLA's officers, divisions, committees and roundtables make OLA a vital, dynamic library organization which represents the interest of libraries, library staff, and those they serve throughout Oregon.

Every year, OLA recognizes and honors select librarians, library staff, and library supporters who have distinguished themselves through their service and impact. Potential award recipients are nominated by their peers, and an official committee reviews nominations and letters of support before selecting the winners.

This year, OLA selected Kathryn Kohl, Member Services Librarian in the BCS Library Network office, as the recipient of the prestigious "Oregon Librarian of the Year" award. This award is presented annually to an Oregon librarian who demonstrates excellence in service to his/her community, and to Oregon Libraries. The award was presented h at the annual OLA Conference in Bend, OR on April 22, 2016, where Kathryn was recognized and honored by nearly 500 of her colleagues and peers from around the state.

Kathryn was recognized by her peers for the outstanding support she provides to to our LINCC (Libraries in Clackamas County) customer libraries, her ability to foster collaboration and cooperation between libraries operated by 12 independent and autonomous agencies, her dedication to supporting LINCC libraries' outreach efforts, and the impact her efforts and leadership have had on more than 200 LINCC library staff members, and the 400,000 citizens our libraries serve.

**RECOMMENDATION**

I am so pleased for the opportunity to have Katheryn's contributions, service, and achievement recognized by the BCC and recommend a short presentation and photo during the May 26, 2016 business meeting.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services



M. BARBARA CARTMILL  
DIRECTOR

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

May 26, 2016

Board of Commissioners  
Clackamas County

Members of the Board:

**A Board Order Accepting a Transfer of Jurisdiction from  
Clackamas County to the City of Happy Valley for a Portion of  
122<sup>nd</sup> Avenue (County Road #2092)**

<b>Purpose/Outcomes</b>	Transfers jurisdiction of a portion of 122 <sup>nd</sup> Avenue to the City of Happy Valley.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway.
<b>Funding Source</b>	Road Fund
<b>Safety Impact</b>	Transferring jurisdiction to the City will allow future development on 122 <sup>nd</sup> Avenue to be consistent throughout, and will alleviate confusion on the part of the public.
<b>Duration</b>	Upon execution; permanent.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. This transfer will help grow a vibrant economy and ensure safe communities. 2. This transfer promotes a strong infrastructure.
<b>Contact Person</b>	Rick Maxwell, Engineering Tech; 503-742-4671

**BACKGROUND**

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards, and maintenance responsibility of 122<sup>nd</sup> Avenue. Happy Valley has passed Resolution No. 16-21 to initiate the transfer of jurisdiction of 122<sup>nd</sup> Avenue.

Transferring jurisdiction for this portion of 122<sup>nd</sup> Avenue to the City of Happy Valley will eliminate confusion and improve efficiencies of maintenance and public service. 122<sup>nd</sup> Avenue is entirely within the city limits of Happy Valley.

This agreement has been reviewed and approved by County Counsel.

**Recommendation:**

Staff respectfully recommends that the Board approve this Board Order which permanently transfers jurisdiction of a portion of 122<sup>nd</sup> Avenue to the City of Happy Valley.

Sincerely,

Mike Bezner, PE  
Assistant Director

In the matter of transferring to the City of Happy Valley, jurisdiction over a portion of 122<sup>nd</sup> Avenue, County Road No. 2092, DTD No. 22794

Order No.  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Happy Valley, by Resolution Number 16-21, dated April 5, 2016, and the preceding negotiation between the City of Happy Valley and Clackamas County Department of Transportation and Development to transfer portions of the following road:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
122 <sup>nd</sup> Avenue	2092	22794	MP 0.03	MP 0.23	86,603 sf

It further appearing to the Board that said transfer of jurisdiction has been recommended by M. Barbara Cartmill, Director of the Department of Transportation and Development; and,

It further appearing to the Board that said transfer of jurisdiction is in the best interest of the citizens of Clackamas County; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review and Oregon City News on 04/27/16, 05/04/16, 05/11/16 and 05/18/16; now therefore,

IT IS HEREBY ORDERED that jurisdiction of a portion of 122<sup>nd</sup> Avenue shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Happy Valley as of the date of this Order; and,

IT IS FURTHER ORDERED that 86,603 square feet, more or less, be removed from the County's Road Inventory; and,

In the matter of transferring to the  
City of Happy Valley, jurisdiction over  
a portion of 122<sup>nd</sup> Avenue, County  
Road No. 2092, DTD No. 22794

Order No.  
Page 2 of 2

IT IS FURTHER ORDERED that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording and that  
copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor,  
Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this 26th day of May, 2016.

BOARD OF COUNTY COMMISSIONERS

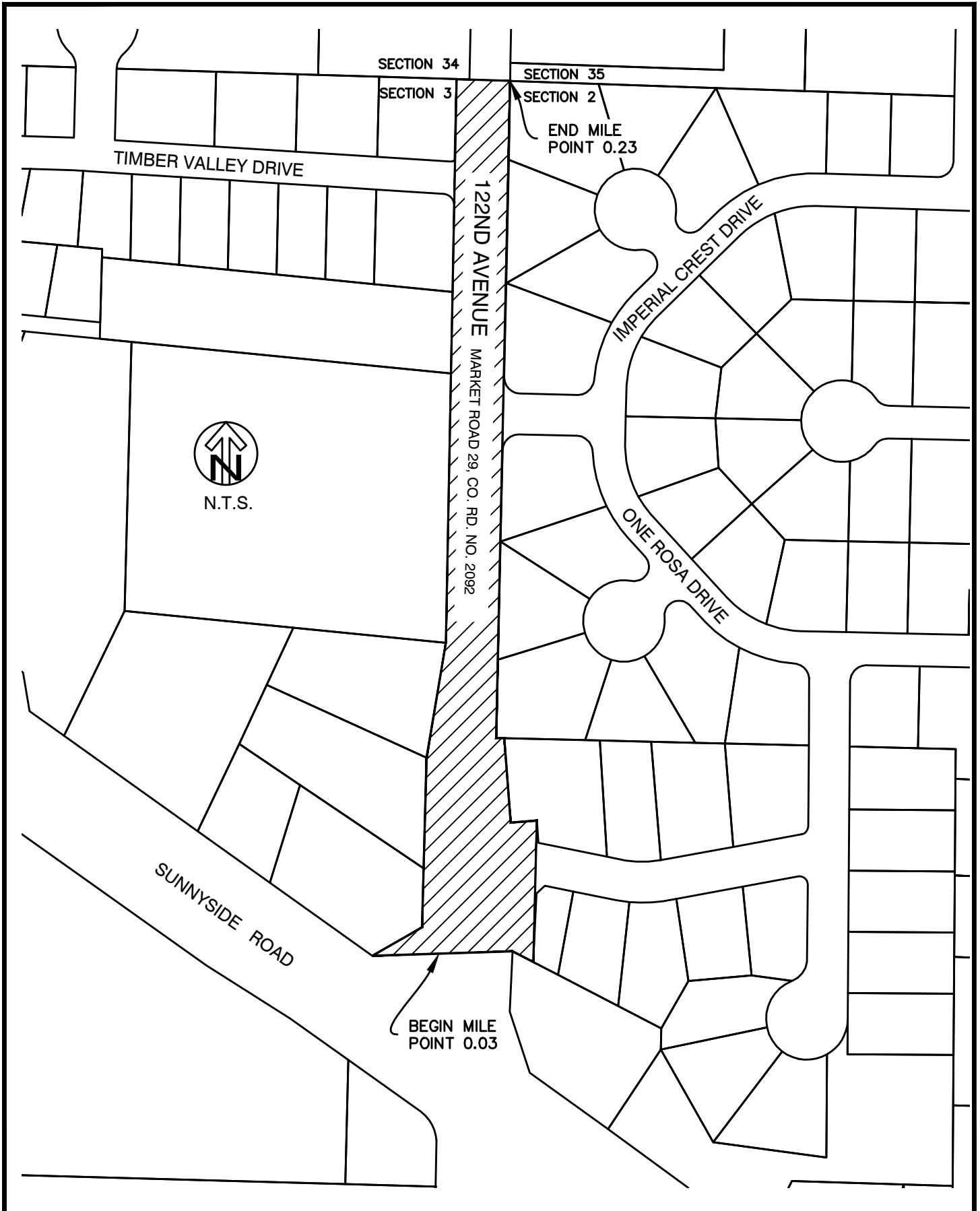
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Chair

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Recording Secretary





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



BY: R. MAXWELL DATE: 05/17/2016  
JURISDICTIONAL TRANSFER OF  
122ND AVENUE MARKET ROAD 29  
COUNTY ROAD NUMBER 2092

SHEET  
1 OF 1

May 26, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for Amendment #1 of the Intra-Agency Agreement 7126-01  
with Clackamas County Community Corrections, to Provide Residential Beds inclusive  
of the CSAP treatment program to Adult Drug Court Participants  
within Corrections' Residential Services Division

<b>Purpose/Outcomes</b>	The purpose of Amendment #1 is to add additional funding to cover the costs of the second year services.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$98,820 bringing the maximum contract value to \$193,720.
<b>Funding Source</b>	This program is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant. No County General Funds are involved.
<b>Duration</b>	Effective January 01, 2015 and terminates on December 31, 2016
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	No Previous Board Actions
<b>Contact Person</b>	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
<b>Contract No.</b>	7126-01

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Intra-Agency Agreement with Clackamas County Community Corrections (CCCC) to provide residential beds inclusive of the CSAP treatment program to Adult Drug Court Participants within Corrections' Residential Services Division.

This Amendment keeps CCHCD in alignment with the terms of the SAMHSA grant. The new contract maximum is \$193,720. The Amendment is effective January 1, 2015 and expires December 31, 2016.

**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

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number 7126 Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division Health Centers Amendment No. 01

Contractor Clackamas County Community Corrections

Amendment Requested By Deborah Cockrell

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                 Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment increases the agreement by adding \$98,820 bringing the contract maximum value to \$193,720. This Amendment is effective **upon signature** and continues through **December 31, 2016**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

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**AMEND:**

**III. COMPENSATION**

- A. CCHCD agrees to pay CCCC \$130.00 per day per bed occupied.
- B. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:
  - 1. CCCC will bill CCHCD for true and verifiable expenses for number of Adult Drug Court Clients who reside in the subsidized beds.

The **maximum** contract value of this agreement is **94,900**.

**TO READ:**

**III. COMPENSATION**

- A. CCHCD agrees to pay CCCC \$130.00 per day per bed occupied from ***January 1, 2015 – December 31, 2015.***  
***\$135.00 per day per bed occupied from January 1, 2016 – December 31, 2016.***
- B. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:
  - 1. CCCC will bill CCHCD for true and verifiable expenses for number of Adult Drug Court Clients who reside in the subsidized beds.

The **maximum** contract value of this agreement is **\$193,720**.

***Signatures on Next Page***

**Clackamas County Community Corrections**

*Intra-Agency – Amendment #01*

Page 2 of 2

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**

By: \_\_\_\_\_  
Jenna Morrison, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

May 26, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for Amendment #1 of the Intra-Agency Agreement 7127-01 with Clackamas County Community Corrections, to provide residential beds inclusive of the CSAP treatment program to Adult Drug Court Participants within Corrections' Residential Services Division

<b>Purpose/Outcomes</b>	The purpose of Amendment #1 is to revise the purpose statement, add additional funding to cover the costs of the second year services, and change the termination date.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$36,990 bringing the maximum contract value to \$84,440.
<b>Funding Source</b>	This program is funded by the Bureau of Justice Assistance (BJA) Grant. No County General Funds are involved.
<b>Duration</b>	Effective January 01, 2015 and terminates on September 30, 2016
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	No Previous Board Actions
<b>Contact Person</b>	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
<b>Contract No.</b>	7127-01

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Intra-Agency Agreement with Clackamas County Community Corrections (CCCC) to provide residential beds inclusive of the CSAP treatment program to Adult Drug Court Participants within Corrections' Residential Services Division.

This Amendment keeps CCHCD in alignment with the terms of the BJA grant. The new contract maximum is \$84,440. The Amendment is effective January 1, 2015 and expires December 31, 2016.

**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

Contract Amendment  
Health, Housing and Human Services Department

H3S Contract Number 7127 Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division Health Centers Amendment No. 01

Contractor Clackamas County Community Corrections

Amendment Requested By Deborah Cockrell

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                       Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment revises the purpose statement, increases the agreement by adding \$36,990 and changes the end date to September 20, 2016. This Amendment is effective **upon signature** and continues through **September 30, 2016**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

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**AMEND:**

**I. PURPOSE**

This agreement between **Clackamas County Community Corrections**, herein referred to as CCCC, and **Clackamas County Health Centers Division**, herein referred to as CCHCD, will allow CCCC to provide ***two (2)*** residential beds inclusive of the CSAP treatment program to Adult Drug Court Participants within Corrections' Residential Services Division.

**TO READ:**

**I. PURPOSE**

This agreement between **Clackamas County Community Corrections**, herein referred to as CCCC, and **Clackamas County Health Centers Division**, herein referred to as CCHCD, will allow CCCC to provide ***one (1)*** residential beds inclusive of the CSAP treatment program to Adult Drug Court Participants within Corrections' Residential Services Division.

**AMEND:**

**III. COMPENSATION**

- A. CCHCD agrees to pay CCCC \$130.00 per day per bed occupied.
- B. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:
  - 1. CCCC will bill CCHCD for true and verifiable expenses for number of Adult Drug Court Clients who reside in the subsidized beds.

**Clackamas County Community Corrections**

*Intra-Agency – Amendment #01*

Page 2 of 2

The **maximum** contract value of this agreement is **\$47,450**.

**TO READ:**

**III. COMPENSATION**

- A. CCHCD agrees to pay CCCC \$130.00 per day per bed occupied from **January 1, 2015 – December 31, 2015**. **\$135.00 per day per bed occupied from January 1, 2016 – September 30, 2016**.
- B. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:
  - 1. CCCC will bill CCHCD for true and verifiable expenses for number of Adult Drug Court Clients who reside in the subsidized beds.

The **maximum** contract value of this agreement is **\$84,440**.

**AMEND:**

**VIII. TERM OF AGREEMENT**

- A. This agreement is effective **January 1, 2015** and expires **December 31, 2016**.

**TO READ:**

- A. This agreement is effective **January 1, 2015** and expires **September 30, 2016**.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**

By: \_\_\_\_\_  
Jenna Morrison, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

- Commissioner: John Ludlow, Chair
- Commissioner: Jim Bernard
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department

\_\_\_\_\_  
Date

May 26, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval for Amendment No. 1 of the Intra-Agency Agreement with Clackamas County  
Health Centers Division, to provide shared services.

<b>Purpose/Outcomes</b>	The purpose of Amendment #1 is to increase the contract value to cover costs for the duration of the Agreement.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$40,000 bringing the maximum contract value to \$150,000.
<b>Funding Source</b>	This program is funded by fee for services. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2016
<b>Strategic Plan Alignment</b>	1. Efficient and effective Services 2. Build a strong infrastructure
<b>Previous Board Action</b>	No Previous Board Actions
<b>Contact Person</b>	Deborah Cockrell, Director, Health Centers Division – 503-742-5495
<b>Contract No.</b>	7114-01

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #01 to the Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) to provide shared services.

CCPHD provides support staff as needed to facilitate CCHCD program elements.

The new contract maximum is \$150,000. The Amendment is effective upon signature and expires June 30, 2016.

**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, and Human Services



**Contract Amendment**  
**Health, Housing and Human Services Department**

H3S Contract Number  7114  Board Agenda Number \_\_\_\_\_

and Date \_\_\_\_\_

Division  Public Health Centers  Amendment No.  1

Contractor \_\_\_\_\_

Amendment Requested By \_\_\_\_\_

Changes:  Scope of Services  Contract Budget  
 Contract Time  Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment increases the contract value by \$40,000 bringing the contract maximum to \$150,000. This Amendment is effective **upon signature** and continues through **June 30, 2016**.

Except as amended hereby, all other terms and conditions of the Contract remain in full force and effect. The County has identified the changes with “***bold/italic***” font for easy reference.

**AMEND:**

The maximum compensation for this agreement is ***\$110,000***. **CCPHD** will submit a request for interfund transfer to CCHCD monthly for hours of service provided.

**TO READ:**

The maximum compensation for this agreement is ***\$150,000***. **CCPHD** will submit a request for interfund transfer to CCHCD monthly for hours of service provided.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**CLACKAMAS COUNTY**  
**PUBLIC HEALTH DIVISION**

**CLACKAMAS COUNTY**  
**HEALTH CENTERS DIVISION**

\_\_\_\_\_  
Dana Lord  
Director

\_\_\_\_\_  
Deborah Cockrell  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**  
**HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

\_\_\_\_\_  
Richard Swift  
Director

\_\_\_\_\_  
Date



M. BARBARA CARTMILL  
DIRECTOR

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

May 26, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Board Order Accepting the Feasibility Report for the Starview Lane Local Improvement District**

<b>Purpose/Outcomes</b>	Accept the Starview Lane Local Improvement District (LID) Feasibility Report and direct the DTD Engineering Director to mail to each property owner of each parcel of land to be assessed for the improvements, a written notice of the favorable report, the estimated cost of the improvement and the estimated amount of assessment against each parcel.
<b>Dollar Amount and Fiscal Impact</b>	The preliminary cost estimate for the proposed LID is \$49,251. If approved, construction anticipated late summer of 2016. This project is currently not budgeted.
<b>Funding Source</b>	Short term financing or bonded debt, paid for by a special assessment against the benefitting property, with reimbursement from property owners through lump sum payment or financing over 5-10 years.
<b>Duration</b>	Remains in effect until further action by the Board to approve or abandon the proposed LID.
<b>Previous Board Contact</b>	2/25/16 BCC Business Meeting – Resolution No. 2016-22 Initiating the Starview Lane LID and directing preparation of a feasibility report.
<b>Strategic Plan Alignment</b>	Build a strong infrastructure.
<b>Contact Person</b>	Kenneth Kent, DTD Engineering, Senior Planner 503-742-4673
<b>Contract No.</b>	None

**BACKGROUND:**

The Board adopted Resolution 2016-22 on February 25, 2016, initiating the Starview Lane LID and directing the Director of the Department and Transportation and Development to investigate the feasibility of the proposed improvement, and the Finance Director to provide financing recommendations, guidelines and criteria for timely repayment of the construction and administrative costs associated with this project. In accordance with the County Code, Title 4, and ORS 371.625, a proposed Preliminary Feasibility Report determining the feasibility of the Starview Lane LID and its construction costs have been completed. The method of assessment and description of benefited properties is included in the report.

Capital improvement costs of this LID will be the responsibility of the benefited property owners. Costs of these improvements will be paid for by a special assessment against the properties benefited. Financing for the project will be obtained through the Finance Director using short term financing or bonded debt, with reimbursement from property owners through lump sum payment or financing over 5-10 years.

The preliminary cost estimate for the proposed LID is \$49,251. The community is proposing LID assessments based on a division of the road improvement costs into three sections, A, B and C, based on length of road

travelled. The estimated assessments per property are \$1,549.59, \$2,212.29 and \$2,704.80, with properties at the beginning of the road paying the lower amounts.

Starview Lane is a local access road that is not maintained by the county. If this LID is approved and the road is improved, it will remain a local access that is not maintained by the county.

With the Board's acceptance of the Feasibility Report, subsequent steps in the process before final LID approval will include:

- Staff notifies property owners within the LID, providing a 20-day remonstrance (objection) period.
- Staff presents remonstrance period results to the Board at future Policy Session for consideration to proceed or abandon the LID.
- Board holds public hearing to take public testimony and consider whether to approve the LID.

Upon final approval of the LID, staff would proceed with bidding and construction. Following completion of construction, a final report is submitted to the Board identifying the final project cost and assessment amount per property. The Board will take public testimony regarding the final assessment, and if approved, the Board will adopt a resolution imposing the final assessments.

This Order has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approves the Order which will direct the Department of Transportation, as per Clackamas County Code Chapter 4.02, and ORS 371.630, to mail to each property owner of each parcel of land to be assessed for the improvements, a written notice of the favorable report, the estimated cost of the improvement and the estimated amount of assessment against each parcel.

Respectfully submitted,

Kenneth Kent, DTD Engineering, Senior Planner

In the Matter of Approving a Preliminary Feasibility Report and Directing the Department of Transportation and Development to Notify the Property Owners of land to be assessed for Street and Storm Drainage Improvements for Starview Lane

Order No.  
Page 1 of 2

This matter coming before the Clackamas County Board of Commissioners at the regularly scheduled public meeting on May 26, 2016 to consider approving a Preliminary Feasibility Report concerning the proposed street and storm drainage improvements for Starview Lane, located in Sections 12B and 12C, T3, R3E, W.M., Clackamas County, Oregon (the "Report").

**WHEREAS**, by Resolution No. 2016-22, in accordance with Clackamas County Code Chapter 4.02, and ORS 371.615, the Board did initiate the Local Improvement District; and, said Petition contains signatures of 94.73% of the owners, representing 92.50% of the land abutting the improvements; and

**WHEREAS**, the Petition requests improvement to a standard acceptable by the County's Department of Transportation and Development for a local access road, including engineering; and

**WHEREAS**, by Resolution-Order No. 2016-22, the Department of Transportation and Development, in accordance with Clackamas County Code Chapter 4.02, and ORS 371.625, was directed to prepare a feasibility and cost report and recommend a method of assessment; and,

**WHEREAS**, the Director of the Department of Transportation and Development finds the proposed improvements feasible; and,

**WHEREAS**, the Department of Transportation and Development has recommended that the method of assessment for the improvements be that as indicated in the report; and,

**WHEREAS**, such report shall be made available to the property owners benefited by the proposed improvements at the office of the Department of Transportation and Development at 150 Beaver Creek Road, Oregon City, Oregon 97045.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby order:** that the Preliminary Feasibility Report be approved and the method of assessment to be used in the proposed Local Improvement District be that as indicated in the Preliminary Feasibility Report; and,

**IT IS FURTHER ORDERED**, that the Department of Transportation and Development be and is hereby directed to mail to each property owner of each parcel of land to be assessed for the above-mentioned improvements a written notice of the favorable report, the estimated cost of the improvement and the estimated amount of assessment against the property owners' land as required by Clackamas County Code Chapter 4.02, and ORS 371.630.

In the Matter of Approving a  
Preliminary Feasibility Report  
and Directing the Department of  
Transportation and Development to  
Notify the Property Owners of land to  
be assessed for Street and Storm  
Drainage Improvements for Starview  
Lane

Order No.  
Page 1 of 2

**DATED** this 26<sup>th</sup> day of May, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

---

John Ludlow, Chair

---

Mary Raethke, Recording Secretary

COUNTY OF CLACKAMAS  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OREGON 97045

**Preliminary  
Feasibility Report  
For  
Starview Lane  
Local Improvement District**

Kenneth Kent, Report Author  
Dan Johnson, Assistant Director  
M. Barbara Cartmill, Director

May 26, 2016

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May 26, 2016

Board of County Commissioners  
Clackamas County

SUBJECT: Submittal of Preliminary Feasibility Report for Starview Lane Local Improvement District

A Preliminary Feasibility Report has been prepared for Starview Lane for the formation of a Local Improvement District, as directed in Commissioner's Resolution No. 2016-22. The attached report was prepared to comply with state statutes and the Clackamas County Code for Local Improvement Districts.

The construction to be performed consists of street and storm drainage improvements acceptable to Clackamas County. A summary of the estimated costs is as follows:

Construction	\$36,482
Engineering and Administration	\$12,769
<b>TOTAL ESTIMATED COST</b>	<b>\$49,251</b>

A further breakdown of these costs are given on page 4 of this report.

The project will be funded by the sale of warrants, notes or other obligations. Property owners will be directly assessed for their proportionate share of actual costs as provided under ORS 310.140. Property owners will be provided the opportunity to pay their assessment in a lump sum, on an installment payment program, or on a deferred basis under ORS 223.262 once the project is completed and assessed.

I trust your review will find this report sufficient for the Commissioner's action in this matter. Please contact me if you have any further questions.

---

KENNETH KENT – LID Program Manager  
Department of Transportation and Development

Attachments



STARVIEW LANE  
 LOCAL IMPROVEMENT DISTRICT  
 PRELIMINARY FEASIBILITY REPORT  
 FOR  
 ROAD IMPROVEMENTS

The Starview Lane Local Improvement District is comprised of 19 residential properties and is located west of S Creek Road and north of S Henrici Road, as shown on the vicinity map on page 6 of this report.

This District will provide improvements to the paved portion of Starview Lane, a local access road in an unincorporated area of Clackamas County, to a standard acceptable to Clackamas County as a public road. These improvements will consist of road repair of sections the asphalt surface and aggregate base, shoulder repair, ditch cleaning, and drainage improvements. The improvements will occur along approximately 1,334 feet of the road, consisting of approximately 5,709 square feet of road surface and base repair.

A preliminary plan and typical section for the proposed improvement has been prepared and is shown on page 7 and 8 of this report. A summary of the estimated costs for the proposed improvements is as follows:

Construction	\$36,482
Engineering and Administration	\$12,769
<b>TOTAL ESTIMATED COST</b>	<b>\$49,251</b>

It is proposed that the cost of these improvements for Starview Lane be derived from direct assessments based on actual costs incurred.

The proposed Assessment Policy is on page 5 of this report. It is recommended that the Assessment Policy be approved with the following Unit Assessment Rates.

- Section A** = 59.78% of Total Project Cost
- Section B** = 24.22% of Total Project Cost
- Section C** = 16% of Total Project Cost

Applied to all the assessable property within the Local Improvement District, it is estimated that the cost per share, (unit or parcel assessment rate), will produce the following amount:

\$2,704.80/share (Sections A+B+C) x 16 shares	= \$43,276.80
\$2,212.29/share (Sections A+B) x 2 shares	= \$4,424.58
\$1,549.59/share (Section A) x 1 share	= \$1,549.59
Total = \$49,251	

A list of all properties included in the Local Improvement District has been compiled from the records of the County Assessor. Pages 9-13 of this report include a tabulation of all assessable properties, listing the following detailed information for each individual property:

1. Assessor's map and tax lot number.
2. Name of legal owner and mailing address.
3. Property assessed valuation and actual market value for properties.
4. Portion of share to be assessed.
5. Share assessment rate.
6. Total estimated assessment.

To form the Starview Lane Local Improvement District, it will be necessary to adopt either this Preliminary Feasibility Report or a modified report. The formation will establish the Assessment Policy contained in the adopted Preliminary Feasibility Report.

## Starview Lane LID - Preliminary Cost Estimate for Feasibility Report

**Improvement: Road Repair, Shoulder Repair, Ditch Cleaning, Drainage/ April 2016**

Prepared by Kenneth Kent - Clackamas County Engineering Division

Length: Project 1,334', Road Repair 5,709 SF, 2" AC, 9" Base, Geotextile Fabric

Bid Items	Unit	Quantity	Unit Price	Cost
Brushing, clearing, grubbing, and ditch cleaning @\$ 5,000/mile Total 0.25	Mile	0.3	\$5,000.00	\$1,250
General Excavation 20 CY @\$ 25/CY	CY	20.0	\$25.00	\$500
Saw Cutting	LF	790.0	\$1.25	\$988
Remove Surfacing	SY	634.0	\$2.50	\$1,585
Road Excavation/Dig Out	CY	158.6	\$30.00	\$4,758
AC Repair 2" Level 2, 1/2" Dense (5,709 SF)	Ton	69.0	\$95.00	\$6,555
3/4"-0" Crushed Rock, 3" in Place (Road Repair)	Ton	85.6	\$30.00	\$2,568
3"-0" Crushed Rock, 6" in Place (Road Repair)	Ton	171.3	\$30.00	\$5,138
Geotextile Fabric	SY	634.0	\$1.25	\$793
3"-0" Crushed Rock, Shoulder Repair	Ton	9.0	\$30.00	\$270
1-1/2"-0" Crushed Rock (Spring Drain/Driveway Drainage)	Ton	14.0	\$30.00	\$420
Driveway Drainage	LS			\$750
4" Perf pipe w/sock (Spring Drain)	LF	50.0	\$3.00	\$150
Delineators, 30	Each	30.0	\$50.00	\$1,500
Temporary Protection and Direction of Traffic	LS			\$1,500
Mobilization	LS			\$3,000
<b>Construction Total</b>				<b>\$31,724</b>
Construction Contingency 15%				\$4,759
<b>Total Construction Costs</b>				<b>\$36,482</b>
Engineering, Administration, Legal 35%				\$12,769
<b>Total LID Project Cost</b>				<b>\$49,251</b>

**STARVIEW LANE  
LOCAL IMPROVEMENT DISTRICT**

**ASSESSMENT POLICY  
FOR  
ROADWAY IMPROVEMENTS**

**ASSESSMENT METHOD**

The following is the recommended statement of benefits and assessment formula applicable to the Starview Lane Local Improvement District.

A special benefit is derived by the entirety of all properties within the Starview Lane Local Improvement District because of the accessibility of the roadway.

All parcels within the improvement district will be assessed shares based on the costs associated with three sections of improvements, A, B and C, on a length of road travelled basis.

**Section A** = 59.78% of Total Project Cost

All 19 Properties pay \$1,549.59

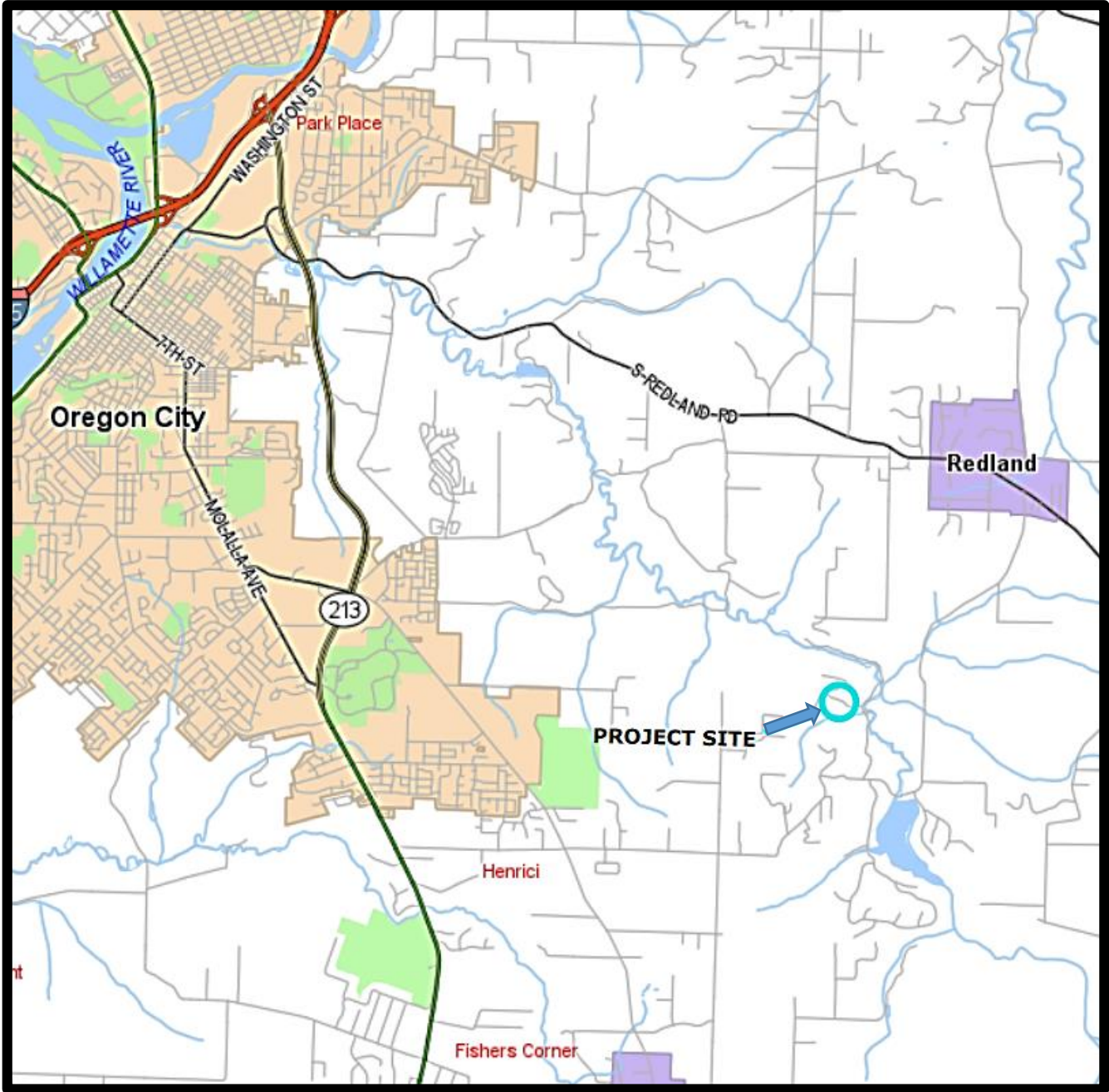
**Section B** = 24.22% of Total Project Cost

18 of 19 Properties pay \$662.15  
(excluding 19623 S Creek Rd.)

**Section C** = 16% of Total Project Cost

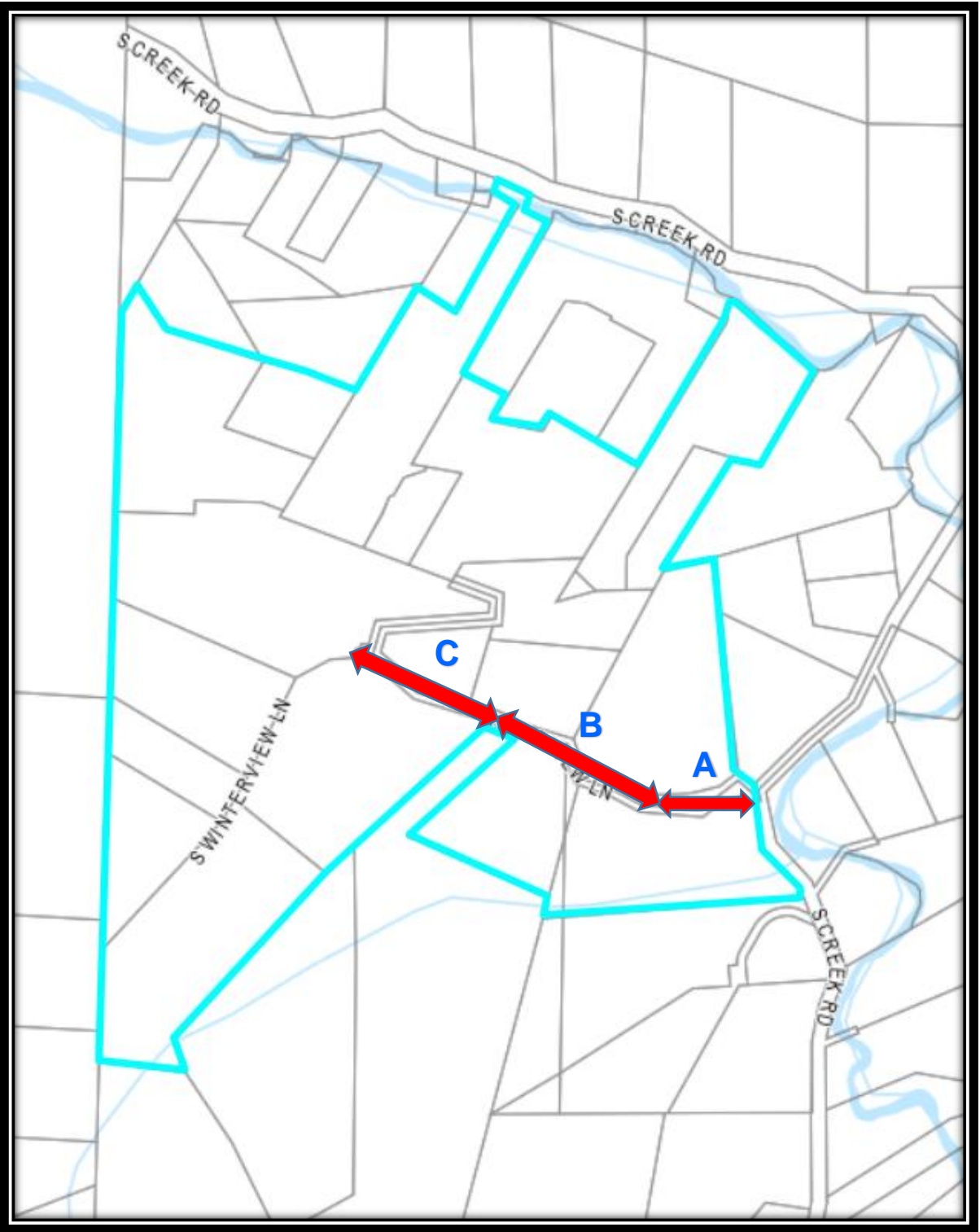
16 of 19 Properties pay \$492.51  
(excluding 19623 Creek Rd, 19505 Starview Ln and 19496 Starview Ln)

Section A=           \$1,549.59  
Section A+B= \$2,212.29  
Section A+B+C=    \$2,704.80





**VICINITY MAP  
STARVIEW LANE LID**

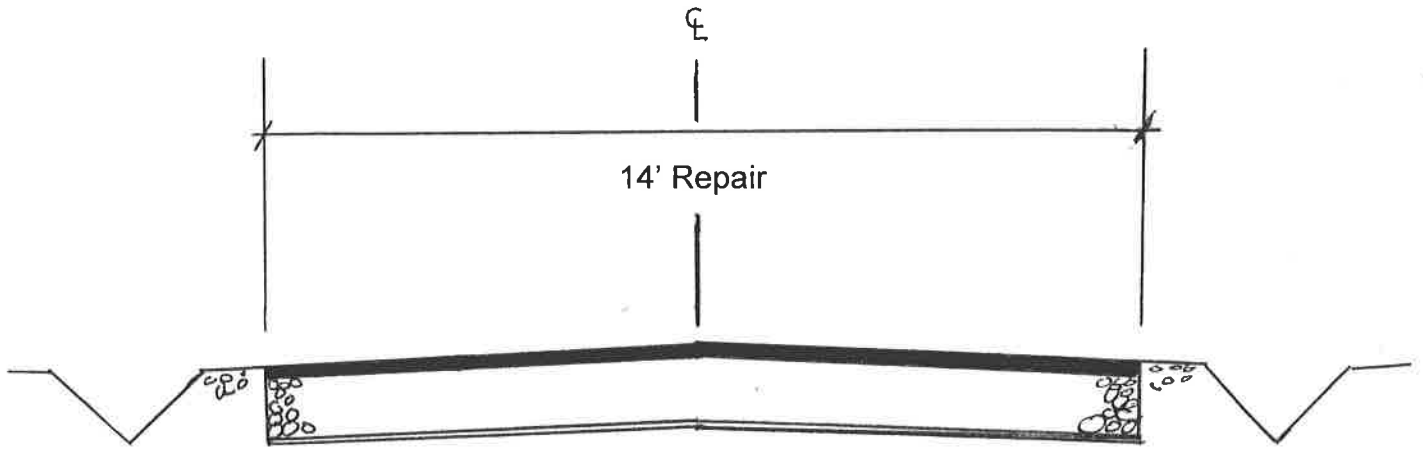




### Proposed Starview Lane LID

-  District Boundary
-  Project Limits (Sections A, B & C)





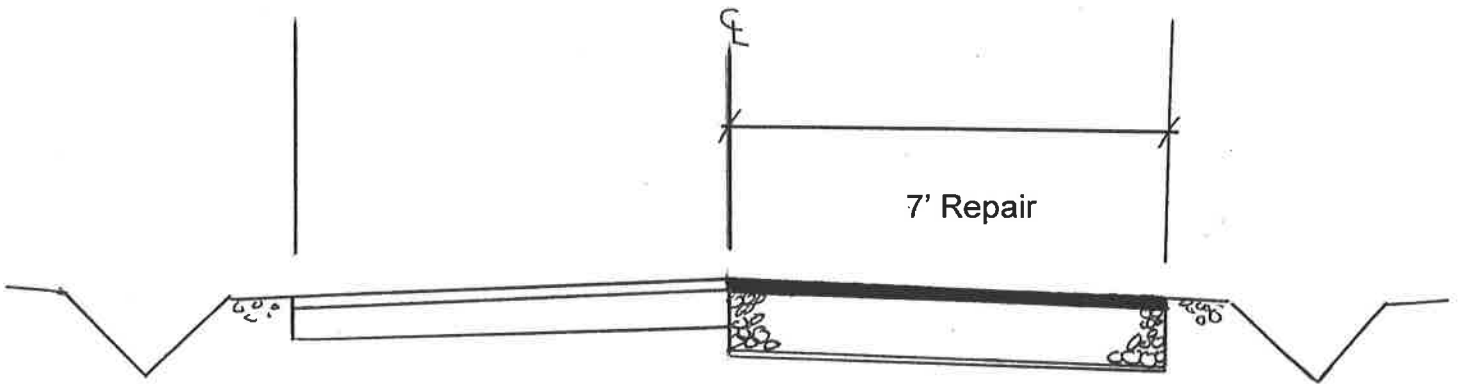
Full Width Repair

2" AC Pavement

3" - 3/4"-0" Crushed Aggregate

6" - 3"-0" Crushed Aggregate

Geotextile Fabric



Half Width Repair

2" AC Pavement

3" - 3/4"-0" Crushed Aggregate

6" - 3"-0" Crushed Aggregate

Geotextile Fabric

## Starview Lane LID

### Typical Section

(NTS)

**Exhibit "A"**  
**STARVIEW LANE**  
**LOCAL IMPROVEMENT DISTRICT**  
**ESTIMATED ASSESSMENT**  
**May 2016**

Assessment Rates

TOTAL ESTIMATED COST	\$49,251.00
NUMBER OF SHARES	19
COST/SHARE Section A	\$1,549.59
COST/SHARE Section A+B	\$2,212.29
COST/SHARE Section A+B+C	\$2,704.80

PROPERTY OWNER	TAX LOT	MARKET VALUE	ASSESSABLE SHARE	TOTAL EST ASSESSMENT
ANDERSON ARNOLD W & SANDRA J 19623 S CREEK ROAD OREGON CITY, OREGON 97045	32E12C 01700	\$310,770	A	\$1,549.59
WILSON BRETT 19496 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02702	\$145,269	A+B	\$2,212.29
MELLIS JAMES 19505 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12C 01801	\$266,201	A+B	\$2,212.29
SORENSEN PAUL J & SUSAN M 19300 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03501	\$445,252	A+B+C	\$2,704.80
GARFIELD SCOTT D CO-TRUSTEE 19322 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03400	\$363,383	A+B+C	\$2,704.80
WILLIAMSON DALE A 19333 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03301	\$371,794	A+B+C	\$2,704.80
SPEASL JUSTIN A & TABITHA B 19344 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03300	\$343,644	A+B+C	\$2,704.80
CHESS JILL 19388 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02902	\$201,713	A+B+C	\$2,704.80
ANDERSON LEONARD J & DEBBIE 19440 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02700	\$400,082	A+B+C	\$2,704.80
BOYCE NICHOLAS G & KIMBERLY M 19464 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03003	\$119,001	A+B+C	\$2,704.80



LAWRENCE RUSSELL A & CAROL A 19478 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02703	\$460,793	A+B+C	\$2,704.80
TRACY PENNY M 19416 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02902	\$328,489	A+B+C	\$2,704.80
SMITH CASEY LEE & JULIE LEE 17001 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12B 03502	\$188,864	A+B+C	\$2,704.80
GALLAGHER JOHN & KIM H 17041 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01902	\$389,497	A+B+C	\$2,704.80
PAULSON LON & CHARLENE 17100 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01900	\$523,537	A+B+C	\$2,704.80
HAMBERG KURTIS & JOY 17105 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01903	\$522,591	A+B+C	\$2,704.80
SIMMONS KEITH 17171 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01904	\$326,408	A+B+C	\$2,704.80
KUYKENDALL DALE A & DIANNE M 17200 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01905	\$493,135	A+B+C	\$2,704.80
HODGE DALE 17223 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01901	\$543,648	A+B+C	\$2,704.80

Totals: (Estimated Project Cost \$49,251)

\$6,744,071

19

\$49,251



**MARC GONZALES**  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

**MEMORANDUM**

**TO:** Clackamas County Board of Commissioners

**FROM:** Marc Gonzales  
Finance Director

**Date:** May 17, 2016

**RE:** Financing Recommendations for Starview Lane Local Improvement District (LID)

---

This recommendation is based on information provided by Ken Kent, Senior Planner, Land Use Review Coordinator.

The total project cost is estimated to be \$49,251. This consists of \$36,482 in construction costs and \$12,769 in administrative costs. The total market value of the district is \$6,744,071, giving a market value to assessment ratio of 137:1. Of the 19 properties benefiting from the proposed LID, 16 properties will have a projected assessment of \$2,704.80, 2 are projected at \$2,212.29 and 1 projected at \$1,549.59.

Based upon the information provided, I recommend that the County finance the proposed LID through the LID Construction Fund. Assessments shall be paid to the County in semi-annual installments of fully amortized principal payments plus interest thereon at the rate stated in the assessment contract, consisting of a term no more than 10 years.

MEMORANDUM

TO: Marc Gonzales  
David Bodway

FROM: Kenneth Kent – Senior Planner, Land Use Review Coordinator

DATE: May 3, 2016

SUBJECT: FINANCIAL ANALYSIS – STARVIEW LANE LID FEASIBILITY REPORT

This is a request for financial review of the Starview Lane LID for the next step in the process. The Starview Lane LID was initiated by the Board on February 25<sup>th</sup> 2016. Adopting Resolution 2016-22 (Attached) directs the DTD Director to prepare a feasibility report. The resolution also states “...that the Clackamas County Finance Director be hereby directed to provide this Board with financing recommendations, guidelines and criteria for timely repayment of the construction and administrative costs associated with this project.”

We are targeting the May 26, 2016 Board meeting for review of the feasibility report. The primary issue from your end would be addressing the item above from the initiating resolution.

I've updated the financial viability analysis to reflect an increase in project cost. Total project cost increased from \$40,820 to an estimate of \$49,251. This consists of \$36,482 in construction costs and \$12,769 in administrative cost.

Financial Viability

The total market value of the district is \$6,744,071.00. This gives a market value to assessment ratio of 137 to 1.

The AVA ratio for the 19 individual properties that will benefit from the proposed LID ranges from 44 to 1 to 201 to 1. The project assessment for individual lots equates to \$2,704.80 for 16 lots, \$2,212.29 for 2 lots, and \$1,549.59 for one lot. The Department of Transportation & Development staff has determined that one hundred percent (100%) of the properties meet the minimum 3 to 1 market value to the proposed LID project assessment per property.

There are no major property holders on this project that own more than 50% of the total market value of the district. The three properties with the highest market value comprise 23.57% of the total market value of the properties within the district.

There are no vacant lots within the district.

Please let me know if you have any questions.

Starview Lane LID						
Tax Lot Number	Acres	TAXPAYER	ADDRESS	Market Value	Market Value/Assessment (Min. 3:1)	Petition Signature
32E12B 03502	5.13	SMITH CASEY LEE & JULIE LEE	17001 S WINTERVIEW LANE	\$188,864	70	x
32E12C 01901	7.33	HODGE DALE	17223 S WINTERVIEW LANE	\$543,648	201	x
32E12C 01902	3.44	GALLAGHER JOHN & KIM H	17041 S WINTERVIEW LANE	\$389,497	144	x
32E12C 01900	5.56	PAULSON LON & CHARLENE	17100 S WINTERVIEW LANE	\$523,537	194	x
32E12C 01903	1.46	HAMBERG KURTIS & JOY	17105 S WINTERVIEW LANE	\$522,591	193	x
32E12C 01904	2.21	SIMMONS KEITH	17171 S WINTERVIEW LANE	\$326,408	121	x
32E12C 01905	5.71	KUYKENDALL DALE A & DIANNE M	17200 S WINTERVIEW LANE	\$493,135	182	x
32E12B 03501	1.46	SORENSEN PAUL J & SUSAN M	19300 S STARVIEW LANE	\$445,252	165	x
32E12B 03400	5.25	GARFIELD SCOTT D CO-TRUSTEE	19322 S STARVIEW LANE	\$363,383	134	x
32E12B 03301	0.92	WILLIAMSON DALE A	19333 S STARVIEW LANE	\$371,794	137	x
32E12B 03300	5.21	SPEASL JUSTIN A & TABITHA B	19344 S STARVIEW LANE	\$343,644	127	x
32E12B 02902	3.93	CHESS JILL	19388 S STARVIEW LANE	\$201,713	75	x
32E12B 02700	4.95	ANDERSON LEONARD J & DEBBIE	19440 S STARVIEW LANE	\$400,082	148	
32E12C 01700	4.35	ANDERSON ARNOLD W & SANDRA J	19623 S CREEK ROAD	\$310,770	201	x
32E12B 03003	2.15	BOYCE NICHOLAS G & KIMBERLY M	19464 S STARVIEW LANE	\$119,001	44	x
32E12B 02703	1.06	LAWRENCE RUSSELL A & CAROL A	19478 S STARVIEW LANE	\$460,793	170	x
32E12B 02702	1.88	WILSON BRETT	19496 S STARVIEW LANE	\$145,269	66	x
32E12C 01801	2.9	MELLIS JAMES	19505 S STARVIEW LANE	\$266,201	120	x
32E12B 02902	1.17	TRACY PENNY M	19416 S STARVIEW LANE	\$328,489	121	x
<b>Total Acres</b>	66.07	60% of total acres = 39.64 acres signatures = 61.12 acres = 92.50%				Signatures 18 signatures = 94.73%
		<b>Total Market Value of District</b>	<b>\$6,744,071</b>			
		<b>Total Estimated LID Cost</b>	<b>\$49,251</b>			
		<b>Total Market Value/Total Assessment</b>	<b>137</b>			
		<b>Petition Signature Percentage</b>	<b>94.73%</b>			

13



M. BARBARA CARTMILL  
DIRECTOR

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

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Emery and Sons Construction Northwest, LLC  
Db a Emery & Sons Construction Group for Construction of the  
East Barlow Trail Road at Milepost 6.0 Project**

<b>Purpose/Outcomes</b>	This contract will provide approval for construction of the East Barlow Trail Road at Milepost 6.0 Project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is: \$ 1,028,760.00
<b>Funding Source</b>	89.73% FHWA Emergency Relief Program \$ 923,106.35 10.27% County Road Funds \$ 105,653.65
<b>Safety Impact</b>	Completion of this project restores the roadway embankment section to its condition prior to the storm events.
<b>Duration</b>	Execution until completion of the project (April 20,2018)
<b>Strategic Plan Alignment</b>	1. This project will help grow a vibrant economy and ensure safe communities by improving reliability on a rural arterial roadway in Clackamas County by protecting the roadway embankment. 2. The reconstructed roadway embankment will provide strong infrastructure for the community.
<b>Previous Board Action</b>	08/25/11: BCC Approval of IGA 27884 for 2011 Emergency Relief Program Project Funding 06/05/14: BCC Approval of IGA 27884 Amendment No. 1 for additional Emergency Relief Program Project Funding 09/18/14: BCC Approval of IGA No. 30296 with ODOT related to Right of Way Services 10/16/14: BCC Approval of Order No. 2014-107, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor 503-742-4658

**BACKGROUND:**

During a January 15 and 16, 2011 flood event, the Sandy River over-reached its banks and damaged private property and Clackamas County roads. Along East Barlow Trail Road at milepost 6, much of the riprap revetment placed after a 1964 flood was washed away in the event leaving approximately 360 feet of the existing road vulnerable to erosion and potential destruction in the next significant storm event. The project is funded by Federal Highway Emergency Response (ER) funds.

On March 21, 2016, staff advertised the East Barlow Trail Road at Milepost 6.0 Project for competitive bids. The County received six bids. The lowest responsive and responsible bidder was Emery and Sons Construction Northwest, LLC dba Emery & Sons Construction Group with a bid of \$1,028,760.00. The low bid is 17.8% higher than the Engineer's Estimate, but FHWA granted an additional \$153,690 in Federal Emergency Funds to complete the project.

A road closure of 4.5 months is allowed during the construction starting June 15, 2016 and ending October 31, 2016. The project is expected to begin at contract signing and be substantially complete by June 14, 2017. Work must be completed by April 20, 2017, except for plant establishment. All work must be completed by April 20, 2018.

This IGA has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves and signs the contract with Emery and Sons Construction Northwest, LLC dba Emery & Sons Construction Group for construction of the East Barlow Trail Road at Milepost 6.0 project.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

Placed on the \_\_\_\_\_ agenda by the Procurement Division.

For information on this issue or copies of attachments please contact Joel Howie at 503-742-4658
---



LANE MILLER  
MANAGER

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

May 26, 2016

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **May 26, 2016** this contract with Emery & Sons Construction Northwest, LLC dba Emery & Sons Construction Group for the **East Barlow Trail Road at Milepost 6.0 Project** for the Clackamas County Department of Transportation and Development Engineering Division. This project was requested by Joel Howie, Project Manager. 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. Thirty-one bid packets were sent out with six bids received: Emery & Sons - \$1,028,760.00; Keystone Contracting - \$1,147,000.00; Nutter Corp. - \$1,266,160.22; K&E Excavating - \$1,331,594.75; Elting Northwest - \$1,783,153.50; and Westech Construction - \$1,894,637.50. After review of all bids, Emery & Sons Construction Northwest, LLC dba Emery & Sons Construction Group was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$1,028,760.00. All work shall be completed per the scheduled contract requirements with a contract completion date of April 20, 2018. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02105-481180-22201 for fiscal years 2015/2016, 2016/2017 and 2017/2018.

Respectfully Submitted,

Kathryn M. Holder  
Procurement Staff



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with David Evans and Associates for  
Construction Management Services Related to the  
Pudding River (Whiskey Hill Road) Bridge Replacement Project #01559**

<b>Purpose/Outcomes</b>	This contract will provide construction management during the construction of the Pudding River (Whiskey Hill Road) Bridge #01559 Project.
<b>Dollar Amount and Fiscal Impact</b>	Total consultant contract cost: \$703,751.55
<b>Funding Source</b>	FHWA Surface Transportation Funds \$ 631,476.27 County Road Funds (10.27% of Fed Funds) \$ 72,275.28
<b>Safety Impact</b>	The existing bridge is very narrow and structurally deficient and will be replaced with a new structure meeting current design standards
<b>Duration</b>	Upon execution through completion of the project (expected 1/31/18)
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project will help grow a vibrant economy and ensure safe communities by improving safety and reliability on a major arterial roadway in Clackamas County by replacing a structurally deficient bridge.</li> <li>2. The new bridge will provide strong infrastructure and improve safety for the community by replacing a bridge that is aligned along a horizontal curve with poor sight distance and has a history of accidents.</li> </ol>
<b>Previous Board Action</b>	<p>04/14/11: BCC Approval of Agreement No. 27472 for design of the subject project</p> <p>07/18/13: BCC Approval of Agreement No. 27929 for right of way services for the subject project</p> <p>07/25/13: BCC Approval of Amendment No. 1 to Agreement No. 27472</p> <p>07/17/14: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project</p> <p>09/11/14: BCC Approval of Agreement with Marion County to perform right of way negotiations and acquisitions in Marion County for the subject project</p> <p>05/05/16: BCC Approval of a contract with Farline Bridge, Inc. for the construction of the subject project</p> <p>05/12/16: BCC Approval of Amendment No. 2 to Agreement No. 27472 for accounting requirements and reimbursement rates</p>
<b>Contact Person</b>	Stan Monte, Construction Project Manager – DTD 503-742-4678



**BACKGROUND:**

As part of the Federal Highway Bridge Program (HBP) and Federal-Aid Surface Transportation Program (STP), Clackamas County received funding for the replacement of the Pudding River (Whiskey Hill Rd) Bridge. The existing Pudding River (Whiskey Hill) Bridge was built in 1931 and is listed as structurally deficient with a sufficiency rating of 11.5. The project will replace the existing bridge with a new structure that meets current design standards.

The purpose of this contract is to hire a consultant to provide construction engineering assistance services during the project's construction. The services to be provided include support to County staff with inspections, technical issues that arise during construction, clarification of design details, and contract administration. David Evans and Associates, Inc. has a special and unique knowledge of this project that was gained in the design process. As the Engineer of record for design, David Evans and Associates, Inc. is the best choice to perform the required services outlined in the contract. The proposed contract is for \$703,751.55.

This contract has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approves and signs the contract with David Evans and Associates, Inc. for construction management services for the Pudding River (Whiskey Hill Road) Bridge project.

Sincerely,

Mike Bezner, PE  
Transportation Engineering Manager

Placed on the \_\_\_\_\_ agenda by the Purchasing Division.

For information on this issue or copies of attachments please contact Stan Monte at 503-742-4678
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PROFESSIONAL SERVICES CONTRACT DOCUMENTS

FOR

**CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE PUDDING RIVER  
(WHISKEY HILL RD) BRIDGE REPLACEMENT PROJECT  
David Evans and Associates, Inc.**

BOARD OF COUNTY COMMISSIONERS

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

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Donald Krupp  
County Administrator

George Marlton  
Procurement Division Director

Kathryn M. Holder  
Buyer

**PROFESSIONAL SERVICES CONTRACT WITH DAVID EVANS AND ASSOCIATES,  
INC. FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE  
PUDDING RIVER (WHISKEY HILL RD) BRIDGE REPLACEMENT PROJECT**

This contract for professional services is entered into by and between Clackamas County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and **DAVID EVANS AND ASSOCIATES, INC.**, hereinafter called the CONTRACTOR, to provide the services described below at the rates included in Attachment "A," which by this reference is hereby made a part hereof and incorporated herein. The following provisions shall comprise this Contract:

**I. SCOPE:**

This agreement covers the services as described in Attachment "A" inclusive. The CONTRACTOR shall meet the standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. Work shall be performed in accordance with a schedule approved by the COUNTY. The term of the contract shall **commence upon contract execution and continue through December 31, 2018.**

**II. COMPENSATION:**

**A.** The COUNTY agrees to compensate the CONTRACTOR on a fee-for-services basis per Attachment "A". 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 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall be **\$703,751.55.**

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

**1.** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

**2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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).

**3.** 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 and pay employees for the term of work in accordance with this Contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.

**C.** The CONTRACTOR certifies that, at present he or she if an individual, is not a program, Agency, or Federal employee.

**D.** The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### **III. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the services to be provided pursuant to Section I Scope are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of state law, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

**a.** 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.

**b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

**c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

**2.** 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.

**3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are 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.

**4.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**5.** 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.

**6.** The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract.

**7.** To the extent the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including but not limited to attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees or agents.

**8.** The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:

- a.** Reducing or withholding payment;
- b.** Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c.** Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

**9.** The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

The 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. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any 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:

- 1.** Termination of this Contract, in whole or in part;
- 2.** Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and

3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the 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 the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10. 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.

#### IV. INSURANCE REQUIREMENTS

##### A. Commercial General Liability

Required by COUNTY                       Not required by COUNTY

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 COUNTY, at its option, may require a complete copy of the above policy.

##### B. Automobile Liability

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of not less than \$500,000 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. Professional Liability**

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or negligent acts, errors and omissions coverage for the protection of 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, and damages because of negligent acts, errors and omissions in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

**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 the coverage's retroactive date is on or before the effective date of this Contract.

**F.** The insurance, other than the professional liability and workers compensation insurances, shall include the COUNTY as an additional insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change that does not meet the requirement of this Agreement, 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 exception to workers compensation and professional liability, as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

**G.** The 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 in writing.

**V. SUBCONTRACTS:**

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

**VI. TERMINATION-AMENDMENT:**

**A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

**B.** 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.

**C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

David Evans and Associates, Inc.  
530 Center Street NE, Suite 605  
Salem, OR 97301

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number / Fax Number

APPROVED AS TO FORM

\_\_\_\_\_  
114015-10  
\*Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
DBC Oregon  
Entity Type / State of Formation

\_\_\_\_\_  
Date

\* Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.





Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with Pac-Green Nursery and Landscape LLC for  
Landscape Maintenance Services for Various Landscape  
Roadway Areas in Clackamas County

<b>Purpose/ Outcomes</b>	We have eight different zones that have landscaping needs and we are unable to maintain these areas with our current workforce. The total estimated square footage we are contracting out is 898,761 square feet
<b>Dollar Amount and Fiscal Impact</b>	Transportation Maintenance will use available funds under Contracted Services
<b>Funding Source</b>	215-7433-00-431900 \$200,000
<b>Duration</b>	One year contract with the option to renew for three years
<b>Strategic Plan Alignment</b>	1. Helps keep a strong infrastructure and ensures safe communities 2. Provides maintenance to the traveling public so they can experience a clean, attractive and healthy community.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Travis Wootan, Road Operations Supervisor, 503-557-6368

**BACKGROUND:**

Clackamas County Transportation Maintenance is responsible for maintaining landscaping in medians along county maintained roads and one along a state highway. There are eight different zones that have landscaping needs that we are unable to maintain with our current workforce.

By contracting out this landscaping, we have our workforce available for summer projects such as chip seal, paving, and cracksealing.

**RECOMMENDATION:**

Staff recommends Board Approval of a contract with Pac-Green Nursery and Landscape LLC for Landscape Maintenance Services for Various Landscape Roadway Areas in Clackamas County.

Respectfully submitted,

Randall A. Harmon, Transportation Operations Manager  
Transportation Maintenance Division

\*Placed on the \_\_\_\_\_ Agenda by the Procurement Division

**MATERIALS AND SERVICES CONTRACT WITH PAC-GREEN NURSERY AND  
LANDSCAPE LLC FOR LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS  
LANDSCAPED ROADWAY AREAS IN CLACKAMAS COUNTY**

This Contract for materials and services is entered into by and between Clackamas County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, and **PAC-GREEN NURSERY AND LANDSCAPE LLC**, hereinafter called the CONTRACTOR, to provide the materials and services described below and in Attachment "A", which by this reference is hereby made a part of and incorporated herein. The following provisions shall comprise this Contract:

**I. SERVICES TO BE PROVIDED**

The CONTRACTOR shall provide services for **LANDSCAPE MAINTENANCE SERVICES FOR VARIOUS LANDSCAPED ROADWAY AREAS IN CLACKAMAS COUNTY** as set forth in the Request for Proposals dated **February 8, 2016**, the Proposal Response of the CONTRACTOR dated **March 1, 2016**, and the Amended Proposal Response dated **April 20, 2016**.

**II. COMPENSATION**

**A.** 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 30 days from receipt of invoice. The maximum annual compensation authorized under this Contract shall not exceed **\$200,000.00**. The term of the contract shall commence upon contract execution and continue through **June 30, 2017**. This contract may be renewed for three (3) additional one-year terms upon the written approval of both parties.

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

**1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

**2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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).

**3.** 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.

**C.** The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, County, or Federal employee.

**D.** The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### **III. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the materials and services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** 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:

**1.** CONTRACTOR shall:

- a.** 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.
- b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c.** Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.

**2.** 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.

**3.** 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.

**4.** In the case of the contract's lawn and landscape maintenance, the CONTRACTOR shall salvage, recycle, compost or mulch waste material at an approved site, if feasible and cost effective.

**5.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all

moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**6.** 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.

**7.** The CONTRACTOR agrees to indemnify, hold harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), 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.

**8.** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**9.** In the event the CONTRACTOR encounters on the site material reasonable believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the COUNTY in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the COUNTY and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos PCBs, or when it has been rendered harmless, by written agreement of the COUNTY and CONTRACTOR.

**10.** The CONTRACTOR shall not be required to perform without consent any work relating to asbestos or PCBs.

**11.** The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a.** Reducing or withholding payment;
- b.** Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c.** Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

**IV** 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.

**V. INSURANCE REQUIREMENTS**

**A. COMMERCIAL GENERAL LIABILITY**

Required by COUNTY                       Not required by COUNTY

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**

Required by COUNTY                       Not required by COUNTY

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. PROFESSIONAL LIABILITY**

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage 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, and damages because of negligent acts, errors and omissions in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

**D. POLLUTION LIABILITY INSURANCE**

Required by COUNTY                       Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for

notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

**E.** The insurance, other than the Workers' Compensation, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as an additional insured. 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 as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

**F.** 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.

**G.** 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 its retroactive date is on or before the effective date of this Contract.

**H.** The 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.

## **VI. LAWS, REGULATION AND ORDERS AND TAX LAW COVENANT**

**A.** The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

**B.** The 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. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any 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:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and
3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the 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 the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

(3) 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 the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;
- c. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

## **VII. SUBCONTRACTS**

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

**VIII. TERMINATION - AMENDMENT**

- A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.
  
- B.** 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.
  
- C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Pac-Green Nursery and Landscape LLC  
PO Box 756  
Canby, OR 97013

Clackamas County Board of  
County Commissioners by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number / Fax Number

APPROVED AS TO FORM

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
\*Oregon Business Registry #

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Date

\*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.





LANE MILLER  
MANAGER

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

May 26, 2016

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of May 26, 2016, this contract with Pac-Green Nursery and Landscape LLC for **Landscape Maintenance Services for Various Landscaped Roadway Areas in Clackamas County**. This project was requested by Ron Buck and Travis Wootan, Clackamas County Road Maintenance and was publicly advertised in accordance with ORS 279. Twelve proposal packets were requested and sent out with one proposal response received: Pac-Green Nursery and Landscape LLC. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. Pac-Green Nursery and Landscape LLC was selected to enter into contract. The annual contract amount is not to exceed \$200,000.00. This is a pilot program with the contract term is from contract execution through June 30, 2017 with the option to renew for three (3) additional one-year terms. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 215-7433-00-431900 for fiscal years 2015/2016 and 2016/2017.

Respectfully Submitted,

Kathryn M. Holder  
Procurement Staff

DRAFT

Approval of Previous Business Meeting Minutes:

May 5, 2016

(draft minutes attached)

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, May 5, 2016 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Tootie Smith

**EXCUSED:** Commissioner Martha Schrader

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. PRESENTATION**

1. Presentation of the 2015 Traffic Safety Commission Annual Report  
Joe Marek, Department of Transportation & Development presented the staff report along with a PowerPoint. The thanked the Traffic Safety Committee for all their work, some members are in the audience today.

*~Board Discussion~*

Chair Ludlow asked for a motion.

### **MOTION:**

Commissioner Smith: I move we accept the 2015 Traffic Safety Commission Annual Report.  
Commissioner Savas: Second.  
Clerk calls the poll.  
Commissioner Bernard: Aye.  
Commissioner Smith: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

## **II. CITIZEN COMMUNICATION**

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

1. Sherry Hall, County Clerk gave an Elections update.
2. Dave Adams, Stafford Hamlett – spoke regarding the Stafford Hamlet Compromise.
3. Jay Minor, Stafford Hamlett – spoke regarding the Stafford Hamlet Compromise.
4. Les Poole, Gladstone – Concerns about Commissioner Bernard's comments.
5. Steven Bates, Boring – invited all to the fallen hero memorial highway dedication service in Boring on May 27, 2016.

*~Board Discussion~*

## **III. PUBLIC HEARING**

1. **Resolution No. 2016-39** Amending Appendix A, Fees of the Clackamas County Code to Implement the Transportation & Development Septic & Onsite Wastewater program Fee Schedule

Dan Johnson and Diedre Landon, Department of Transportation & Development presented the staff report.

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

Chair Ludlow opened the public hearing and asked if anyone wishes to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Smith: I move we approve the resolution amending Appendix A, Fees of the Clackamas County Code to Implement the Transportation & Development Septic & Onsite Wastewater program fee schedule.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

**A. Health, Housing & Human Services**

1. Approval of a Revenue Agreement with CareOregon Inc. for primary Care, Dental and Chemical dependency Treatment Services – *Health Centers*
2. Approval of a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*
3. Approval of the Housing and Community Development 2016 Action Plan – *Housing & Community Development*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to Local Agency Agreement No. 29996 with Oregon Department of Transportation for the Clackamas County Freight Intelligent Transportation System Project
2. Approval of a Contract with Farline Bridge, Inc. for Construction of the Pudding River (Whiskey Hill Road) Bridge Project - *Procurement*

**C. Elected Officials**

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

**V. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 1 to the Contract with HDR Engineering Inc. for Consulting Services for Engineering Design and Construction Plans for the Boyer Drive Extension Project - *Procurement*

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 11:10 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](http://www.clackamas.us/bcc/business.html)



May 26, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approve an Amendment to the Hatfield Fellows Master Intergovernmental Agreement  
between Clackamas County and Portland State University's Mark O. Hatfield School of Government**

<b>Purpose/Outcomes</b>	This action approves an annual amendment of the Master Intergovernmental Agreement between Clackamas County and PSU to participate in the Hatfield Fellows Program.
<b>Dollar Amount and Fiscal Impact</b>	None, the master agreement allows individual departments to engage Hatfield Fellows via purchase orders against a scope of work for each Oregon Fellow.
<b>Funding Source</b>	Each individual department or agency will fund any Fellow(s) engaged.
<b>Duration</b>	Amendment covers one year; Master IGA expires on September 30, 2018 unless extended or terminated.
<b>Previous Board Action</b>	The Board approved a Master IGA with PSU in spring of 2015 for these purposes.
<b>Strategic Plan Alignment</b>	Building public trust through good government. Also aligns with departmental workforce planning goals.
<b>Contact Person</b>	Laurel Butman, 503-655-8893

**BACKGROUND:**

The Center for Public Service ("CPS") and Mark O. Hatfield School of Government at Portland State University hosts several competitive fellowships designed to bring national talent to Oregon public entities. The Oregon Fellows program targets current graduate students with a strong scholarship record and confirmed interest in public service. PSU recruits Fellows from a network of more than 50 leading universities throughout the nation as well as the Oregon University system.

Hatfield Resident Fellows serve 32-hours per week for 32-weeks and receive a \$24,000 salary paid by PSU over the course of the fellowship. Fellows attend. Hiring/sponsoring organizations pay a total amount of \$40,000 per Hatfield Fellow which includes salary, a 4-day orientation and team building session at PSU in July, a series of networking events throughout the program, and program administration. This Master IGA makes it more efficient for County departments to engage Hatfield Fellows by reducing paperwork and procurement actions.

This amendment updates the dates and program costs of the Master IGA.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this amendment to the Master Intergovernmental Agreement for Hatfield Fellows between Clackamas County and Portland State University's Mark O. Hatfield School of Government. Your favorable consideration is requested.

Respectfully submitted,

Don Krupp, County Administrator

AMENDMENT NO.   1  

CONTRACT NO. PSU Agreement #42075/290678

FOR

Intergovernmental Agreement with Portland State University for the Oregon Summer Fellows Program

This Contract was made and entered by and between Portland State University and its Mark O. Hatfield School of Government hereinafter called PSU, and Clackamas County, a political subdivision of the State of Oregon, by and through its duly authorized representatives, hereinafter called Agency.

**Section 3: Scope of Cooperation**

1. Page 2, Section 3A-5, will change to state:
  5. Arrange for additional leadership development and networking opportunities that introduce Fellow(s) to Oregon's unique structure of local, city and state government and key decision makers. This includes Fellows projects and support for attending two local conferences, attendance to which is funded by the Fellowship program: the Engaging Local Government Leaders Conference (October 21, 2016) and the Oregon Business Council Leadership Summit 2016 (Date TBA). Provide ongoing program evaluation.
2. Page 2, Section 3B 1-5, will change to state:
  1. Provide a non-renewable placement not-to-exceed a duration of 32 hours a week for 32-weeks for each Fellow from July 5, 2016 through February 24, 2017. This placement includes a winter break from December 19, 2016 through and including December 30, 2016.
  2. Release Fellow(s) for one half day on the last Thursday of each month: August, September, October, November, January, February, and the second Thursday of December. During this time, Fellows will attend Fellows Project meetings where Fellows will work in groups on projects measuring the health and well-being of civic engagement in the region.
  3. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks.
  4. Complete a SOW for each Fellow. The SOW will provide information for the specific Fellow participating in the Hatfield Resident Fellows program and the project(s) to be performed. The SOW should include the identity of the individual who will assume supervisory responsibilities for the Fellow and duties to be completed during the duration of the Fellowship. The SOW is intended to ensure that the Fellow(s) perform project-focused work that is line with the attached Job Description under adequate supervision encompassing new AGENCY activities.
  5. Track any sick leave taken by Fellow and report to PSU Fellows Program Manager at the beginning of each month.
  6. Evaluate and provide feedback on each Fellow upon request by PSU.

**Section 4: Scope of Cooperation**

3. Page 2, Section 4A, will change to state:

A. AGENCY agrees to pay PSU, from available and authorized funds, the amount of \$40,000 per Fellow (the "Sponsor Fee") during the life of this Agreement. The Sponsor Fee consists of the Fellow's wages and PSU's administrative costs. See Exhibit B, hereby incorporated by reference, for a detailed description of the Hatfield Resident Fellows program, an Explanation of Fee Schedule, and a Fee Schedule Example.

4. Page 2, Section 4D, will change to state:

A. The Sponsor Fee(s) shall be paid quarterly by Agency to PSU per the following schedule based on \$40,000 per Fellow:

An initial deposit in the amount of \$12,000 will be due no later than July 31, 2016 for Fellow recruitment, placement, training and the first month's wages.

A second payment in the amount of \$8,000 will be due no later than September 30, 2016.

A third payment in the amount of \$12,000 will be due no later than December 31, 2016.

A fourth and final payment in the amount of \$8,000 will be due no later than February 28, 2017.

Payment shall be made to PSU within thirty (30) days of receipt of invoice.

- 1. Exhibit A changed to attached.
- 2. Exhibit B changed to attached.

All other terms and conditions shall remain unchanged and in full force and effect.

This contract amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same contract amendment.

The parties agree the Agency and PSU may conduct this transaction by electronic means, including the use of electronic signatures.

**PORTLAND STATE UNIVERSITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts Officer

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



AMENDMENT NO.   1  

CONTRACT NO. PSU Agreement #42074/290675

**Clackamas County:**

**Portland State University:**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Center for Public Service** **Date**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Contracts Officer** **Date**

**EXHIBIT A**  
**Hatfield Resident Fellow Program Statement of Work (SOW)**

The purpose of this SOW is to outline the project(s) that will be performed by the Hatfield Resident Fellow, the products that will be delivered, and the responsibilities of both the Agency and the Fellow. This SOW must identify the requirements and deliverable of the work at hand in sufficient detail to ensure the interests and obligations of both Parties are understood prior to the start of the Fellowship. This SOW is subject to the terms and conditions set forth in that certain Inter-governmental Agreement (the "Agreement") dated between Agency and Portland State University. Any capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

Both the Fellow and the Agency should keep a copy of this Exhibit and send a third copy to the following address for approval:

Center for Public Service  
Portland State University  
PO Box 751 (PA- ELI)  
Portland, OR 97207 – 0751  
Attn: NGI Fellowship Coordinator

**Name of Fellow**

(insert)

**Name of Agency**

(insert)

**Agency Address**

(insert)

**Agency Representative/Supervisor for this Fellowship:**

(insert)

**Agency Representative/Supervisor Contact Information (telephone, fax and email)**

(insert)

**Start Date – End Date**

July 5, 2016 – February 24, 2017

(Includes 4-day orientation from July 5, 2016 through July 8, 2016 in addition to two weeks unpaid time off from December 19, 2016 through December 30, 2016)

Additionally, Fellows are eligible for sick leave at an accrual rate of 1 hour of sick leave per 30 hours worked.

**Project Description & Objectives**

(insert 1-2 paragraphs for each project)

**Project Deliverables**

(insert)

**Quality Standards and Acceptance**

(insert standards for evaluating and accepting deliverables performed during the fellowship.)

**Completion of Institute at Portland State University**

Both Parties agree that the Fellow shall be released from their normal project duties for a 4-day orientation and training institute (on topics such as performance measurement and management, public sector financial management, e-government, and sustainability) held in July at Portland State University.

**Other Salient Information**

(insert)

Exhibit B

**Hatfield Resident Fellows Program**

Overview:

- Highly competitive 32-week, 32-hour per week commitment
  - Fellows submit a resume, writing sample(s), letters of reference and complete an interview
- Fellows receive a total amount of \$24,000 paid in salary over the course of the fellowship. Fellows are placed with state and local agencies, and not for profits located in Oregon; some in Washington and California
- Fellows attend a 4-day orientation and team building session at PSU in July and a series of networking events throughout the program
- All Fellows will attend continuing education and networking events throughout the program

Agreement Mechanism and Consideration:

*Sponsor Agency*

- Provide a scope of work that describes project objectives, deliverables, and acceptance criteria in keeping with the attached Job Description;
- Sign an intergovernmental agreement which is reviewed/approved by PSU's Contracts Office ; and
- Provide a total amount of \$40,000 per Hatfield Fellow.
  - This sum covers expenses related to program administration such as the recruitment and placement of the Fellows, the 4-day orientation provided for the Fellows in July and payment of the Fellow's salary.

*Hatfield Resident Fellows*

- Each Fellow signs a Wage Agreement and completes the PSU new hire HR process.

Fee Schedule Example:

PROGRAM	WEBSITE	2016 SPONSOR FEE	FELLOW SALARY
<b>Hatfield Resident Fellowship (32 week placement)</b>	<a href="http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship">http://www.pdx.edu/cps/details-of-hatfield-resident-fellowship</a>	\$40,000	\$24,000

*Explanation of Fee Schedule*

- **Sponsor Fee** represents the price of sponsorship (what AGENCY will pay PSU) to sponsor one Fellow for 32 weeks. In addition to the Sponsor Fee, Sponsors are responsible for customary work-related costs, including telephone and computer access, workspace, office supplies, materials and other expenses needed for the successful completion of defined tasks.



May 26, 2016

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Clackamas County

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Oregon Fellows serve full-time for 10-weeks and receive a \$6,000 stipend paid by PSU over the course of the fellowship. Hiring/sponsoring organizations pay a total sponsor fee of \$10,500 per Oregon Fellow, which includes stipend, a 3-day orientation session and team building at PSU in June and a series of networking events, and program administration. This Master IGA makes it more efficient for County departments and agencies to engage Oregon Fellows by reducing paperwork and procurement actions needed.

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**PORTLAND STATE UNIVERSITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contracts Officer

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AMENDMENT NO.   1  

CONTRACT NO. PSU Agreement #42074/290675

**Clackamas County:**

**Portland State University:**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Center for Public Service** **Date**

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Title**

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**Start Date – End Date**

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**NANCY S. BUSH**  
DIRECTOR

**DEPARTMENT OF EMERGENCY MANAGEMENT**  
**COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER**  
2200 KAEN ROAD OREGON CITY, OR 97045

May 26, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement between the City of Portland and Clackamas County Amendment #1 for purchase and reimbursement activities related to the use of the FY15 United States Department of Homeland Security's Urban Area Security Initiative (UASI) grant program

<b>Purpose/Outcomes</b>	The Intergovernmental Agreement between the City of Portland and Clackamas County Amendment #1 is to allow Clackamas County and its sub-recipients to purchase and receive reimbursement for approved expenditures under the FY15 UASI grant program.
<b>Dollar Amount and Fiscal Impact</b>	\$3,000,000 of FY15 UASI funds will directly benefit law enforcement, fire, public works and emergency management within the Regional Disaster Preparedness Organization (RDPO) in the form of funding equipment and planning. \$719,000 will directly benefit Clackamas County.
<b>Funding Source</b>	The funding source for the FY15 UASI grant is the United States Department of Homeland Security via the Oregon Military Department.
<b>Duration</b>	The agreement is effective from the date both parties have signed and shall end, unless otherwise terminated or extended, on May 31, 2018.
<b>Previous Board Action</b>	The Board of County Commissioners approved the FY15 UASI Intergovernmental Agreement with the City of Portland on March 31, 2016, agenda item D.1.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Coordination and Integration of Planning and Preparedness</li> <li>2. Ensure Safe, Healthy and Secure Communities</li> </ol>
<b>Contact Person</b>	Nancy Bush, Director – Emergency Management - 655-8665
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. In FY 2012, \$2,049,396 was awarded to the UASI region. \$283,906 of the total directly benefited Clackamas County. In FY 2013, the Portland Urban Area did not receive an UASI award. In FY14, all UASI funds were used for RDPO projects. In FY15, \$3,000,000 was awarded to the UASI region. \$719,000 of the total will directly benefit Clackamas County. The County will benefit from UASI-funded regional projects related to training, exercise, and equipment, as well as the continued support of a regional Intelligence Fusion Center. County Counsel has approved this agreement as to form.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this amendment to the agreement.

Respectfully submitted,

Nancy Bush, Director  
Emergency Management

## INTERGOVERNMENTAL AGREEMENT

Between

THE CITY OF PORTLAND, OREGON

And

CLACKAMAS COUNTY, OREGON

### Amendment #1

THIS is an amendment to the Intergovernmental Agreement (IGA) between the City of Portland ("City") and Clackamas County, Oregon ("Agency") for the State awarded UASI Grant #15-170.

The IGA is amended as follows:

#### **Recitals, paragraph 7:**

WHEREAS, the City and all other PUA jurisdictions that receive direct benefit from UASI grant purchases are required to comply with all terms of the U.S. Department of Homeland Security, UASI Grant CFDA #97.067, Grant #15-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

#### **Section 2.b.:**

- ii. Cost Principles: 2 CFR 200 Subpart E
- iii. Audit Requirements: 2 CFR 200 Subpart F-Audit Requirements

#### **Section 2.g.:**

To comply with all property and equipment tracking and monitoring processes required by the grant, this Agreement, the City and the State. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City with a list of such equipment on an annual basis, using PBEM's Equipment Inventory Report and completing and returning the report to PBEM on or before June 30<sup>th</sup>. The list should include, but is not limited to, status, asset number, funding source, date of purchase, equipment description, serial number, and location where the equipment is housed or stored. Additionally, all equipment must have a sticker affixed that visibly states: "Purchased with funds provided by the U.S Department of Homeland Security." All requirements for the tracking, monitoring, disposition and transfer of fixed assets are set forth in 2 CFR 200.313 which can be found here: [http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.200&r=PART&ty=HTML#\\_top](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.200&r=PART&ty=HTML#_top)

#### **Section 2.q.:**

To comply with federal guidelines concerning exclusions for contractors by verifying that a contractor is not excluded from receiving federal funds prior to any expenditure made and record of verification is maintained. Currently, verification can be made at the System for Award

Management site – [www.sam.gov](http://www.sam.gov). A copy of this report must be submitted to the City, as part of the documents required for reimbursement requests.

**Section 2.s.iii.:**

Results of the Agency's audit report that complies with 2 CFR 200 are due to the City fifteen (15) days after the Agency's receipt of the report, along with a corrective action plan (if applicable). Agencies expending \$750,000 or more in Federal awards during their fiscal year, are required to have an audit. 2 CFR 200 (including Subpart F and Appendix XI audit requirements can be found here: [http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#\\_top](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=8d75f90044e30262070fe0bc233c337f&mc=true&n=pt2.1.200&r=PART&ty=HTML#_top)

Except as expressly mentioned above, all terms and conditions of the original IGA are still in full force and effect.

**City of Portland**

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

  
CITY ATTORNEY *jad*

Date 5-9-16

Attorney

**Clackamas County, Oregon**

\_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

  
Attorney

Date 5/12/16

Attorney