



AGENDA

Thursday, December 18, 2014 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-122

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectable Accounts for the Second Quarter of FY 2015
2. Resolution No. 1908 Award of 21 Projects Project Based Vouchers and \$1,300,000 in Public Housing Disposition Proceeds

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

1. Presentation on the Clackamas County Government Channel Awards for 2014 (Debbie McCoy and Garrett Teague, Public and Governmental Affairs)

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

IV. PUBLIC HEARING *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the 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. Reading and Adoption of a Board Order No. _____ Amending Local Contract Review Board Rules, County Code Appendix C (Stephen Madkour, County Counsel)

V. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Public and Government Affairs

1. Resolution No. _____ Supporting the Reopening of the Willamette Falls Locks (Gary Schmidt)

VI. 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 Study Session. 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

- 6
1. Approval of a Construction Contract Change Order with TS Gray Construction for the Rehabilitation of the Historic Francis Ermatinger House Project in Oregon City – *Housing & Community Development*
 - 7 2. Approval of an Intergovernmental Agreement with Washington County for Data Analysis Services – *Behavioral Health*

B. Department of Transportation & Development

- 8
1. Approval of an Intergovernmental Agreement with the City of Damascus for Services Performed by the Department of Transportation and Development

C. Department of Technology Services

- 9
1. Approval to Enter into a Microsoft Enterprise Agreement for Software and Licensing with Dell Software - *Purchasing*
 - 10 2. Approval of an Intergovernmental Agreement between the Clackamas County and the City of Damascus for GIS Mapping and Data Services

D. Elected Officials

- 11
1. Approval of Previous Business Meeting Minutes – *BCC*

E. Business & Community Services

- 12
1. Approval of Amendment #2 to the Contract with Total Golf Management Services, LLC for the Management Services for the Operation of Stone Creek Golf Course
 - 13 2. Approval of Contract with Columbia Vista for the Boulder 2014 Timber Sale

VII. CLACKAMAS COUNTY ENHANCED LAW ENFORCEMENT DISTRICT

- 14
1. Resolution No. _____ for an Enhanced Law Enforcement District Supplemental Budget (Less than 10%) for Fiscal Year 2014-2015

VIII. WATER ENVIRONMENT SERVICES

- 15
1. Authorization to Execute a Funding Agreement between Clackamas County Service District No. 1 and Portland General Electric Company for the Carli Creek Water Quality Enhancement Project

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

COPY

Cindy Becker
Director

December 18, 2014

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
Second Quarter of Fiscal Year 2015

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2015.
Dollar Amount and Fiscal Impact	\$13,368.26 in total collection losses.
Funding Source	N/A
Safety Impact	N/A
Duration	(October 1, 2014 – December 31, 2014)
Previous Board Action	First quarter collection losses were approved by the Housing Authority Board of Commissioners.
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2015 (October 1, 2014 – December 31, 2014). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the second quarter of fiscal year 2015 will be \$11,901.54 for Low Rent Public Housing and \$1,466.72 for Local Project Fund. Of the total second quarter write offs, \$881.03 was for uncollected rents and \$12,487.23 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

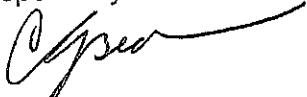
As a business practice, the HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2015 will be \$13,368.26. Total collection losses for fiscal year 2014 were \$67,685.59.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Becker', with a long, sweeping horizontal stroke extending to the right.

Cindy Becker, Director

LRPH

Collection Loss for the period of

10/1/2014

to


12/31/2014

Second Quarter of Fiscal Year 2015

Unit #	SS #	Name	Rent	Sundry	Total
1004-5	xxx-xx-0231	Sharon Watkins	49.84	443.63	\$ 493.47
3005-1	xxx-xx-0622	Estate of Daniel Thomas	-	309.35	\$ 309.35
4011-4	xxx-xx-3973	Julie DeFatte	132.03	2,021.99	\$ 2,154.02
4097-4	xxx-xx-8084	Lynette Costa	-	6,184.61	\$ 6,184.61
5207-3	xxx-xx-9826	Jodi Meck	-	81.25	\$ 81.25
5313-5	xxx-xx-6471	Estate of LeRoy Newcomb	227.23	1,738.28	\$ 1,965.51
5513-4	xxx-xx-3487	Estate of Kenneth Schroder	(43.52)	175.50	\$ 131.98
5612-1	xxx-xx-6482	Estate of Alma Minnick	-	229.26	\$ 229.26
5802-2	xxx-xx-7653	Estate of Roberta Westerberg	73.37	278.72	\$ 352.09
					\$ -
Total Write-off			438.95	11,462.59	11,901.54


Accounting Specialist 1 - Betty McKee


Finance Manager - Rich Cronk


Executive Director - Chuck Robbins

December 18, 2014

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

**Resolution No. 1908 Award of 21 Project Based Vouchers and \$1,300,000 in
Public Housing Disposition Proceeds**

Purpose/Outcomes	Approval of the Housing Authority of Clackamas County's (HACC) award of 21 Project Based Section 8 Vouchers and \$1,300,000 in Public Housing Disposition Proceeds to Central City Concern for use in the development of a 60 unit affordable housing project.
Dollar Amount and Fiscal Impact	\$1,300,000 in Federal funds generated by the sale of Public Housing Scattered Site units.
Funding Source	Public Housing Disposition Proceeds and U.S. Department of Housing and Urban Development (HUD) funded Project Based Section 8 Vouchers. No County General Funds will be used.
Safety Impact	N/A
Duration	N/A
Previous Board Action	On February 20, 2014, the Board of Commissioners approved the issuance of a Request for Proposal for the development of New Affordable Housing Units.
Contact Person	Chuck Robbins- Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a sub-division of the Housing & Community Development Division (HCD) within the Health, Housing and Human Services Department of Clackamas County issued a Request for Proposals (RFP) for new affordable supportive housing developments on March 10, 2014. Central City Concern (CCC) responded to the RFP with a project proposal to build 60 units of affordable supportive family housing (Town Center Greens Project) consisting of a mix of one, two and three-bedroom units that will be made affordable to households below 60% of the area median income. The project will be built on a vacant parcel located on SE 85th Avenue, between SE Monterey and SE Causey in Happy Valley. The property is located close to Clackamas Town Center, transit lines and other services.

CCC proposes a broad-based resident services program based on peer-delivered services provided by those who have succeeded in similar recovery programs. CCC proposes to work with Clackamas County and CCC's existing network of partners to outreach to underserved families in need, including one or more of the following: families with children who are homeless or at risk of homelessness; families with household members in recovery from drug and/or alcohol addiction; survivors of domestic violence; and families working toward reunification and regaining custody of children from protective services and foster care.


The CCC proposal requested from the HACC the award of 21 Project Based Section 8 Vouchers and \$1,300,000 in Public Housing Disposition proceeds generated through the sale of Public Housing Scattered Site units. In addition, for the Town Center Greens Project, CCC applied for and was awarded Low Income Housing Tax Credits from State of the Oregon Housing and Community Services Department and subject to Board of Commissioner's approval, HOME funds administered by HCD. No County General Funds will be used for this project.

The award of Project Based Section 8 Vouchers and Public Housing Disposition Funds are subject to approval by the Portland Office of the United States Department of Housing and Urban Development (HUD). HUD requires that the units remain affordable for a minimum period of 30 years for the use of Public Housing disposition proceeds in the Town Center Greens Project.

RECOMMENDATION:

Staff recommends that the HACC Board of Commissioners approve Resolution No.1908, and direct HACC staff to seek HUD approval of the award of 21 Project Based Section 8 Vouchers and \$1,300,000 in Public Housing Disposition Proceeds for the development of 21 affordable supportive housing units in the Town Center Greens Project.

Respectfully submitted,



Cindy Becker, Director

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving the Housing
Authority Award of Project Based Vouchers
and Public Housing

RESOLUTION NO. 1908

WHEREAS, the Housing Authority of Clackamas County (HACC), Oregon has issued a Request for Proposal for new supportive affordable housing and

WHEREAS, Central City Concern has responded to the HACC Request for Proposals with a proposal to construct the Town Center Greens Project consisting of sixty units of supportive family housing and

WHEREAS, Central City Concern has requested the award of twenty-one (21) Project Based Section 8 Vouchers and \$1,300,000 in Public Housing Disposition Proceeds for the construction of twenty-one (21) units of housing in the Town Center Greens Project.

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires HACC Board of Commissioners approval prior to their consideration and approval of any award of Project Based Section 8 Vouchers and Public Housing Disposition Proceeds.

NOW THEREFORE BE IT RESOLVED that the Housing Authority of Clackamas County Executive Director is authorized to submit to HUD for its approval the award of 21 Project Based Vouchers and \$1,300,000 in Public Housing Disposition Proceeds for the development of 21 units in the Central City Concern Town Center Greens Project.

DATED this ____ day of _____, 2014

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

John Ludlow, Chair

Recording Secretary



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

December 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Presentation of the Clackamas County Government Channel Awards for 2014

Purpose/Outcomes	A presentation on the Clackamas County Government Channel Awards for 2014.
Dollar Amount and Fiscal Impact	No fiscal impact to the County – the intent is to present the Awards won by the Clackamas County Government Channel in 2014.
Funding Source	N/A
Safety Impact	N/A
Duration	The Clackamas County Government Channel has been in operation since 1996 and operates 24 hours per day, seven days per week. The awards from this presentation were awarded to the Clackamas County Government Channel in 2014.
Previous Board Action	The Board has been very supportive of the Clackamas County Government Channel and the many video programs produced.
Contact Person	Tim Heider, Public Affairs Manager at 503-742-5911; Debbie McCoy, Cable Manager at 503-742-5902 or Garrett Teague, Video Communications Specialist at 503-742-5904.

BACKGROUND:

The Clackamas County Government Channel (CCGC) was established in 1995 and began its first live broadcasts in 1996 with limited programming 4 hours a day for 5 days per week. In 1998, the channel expanded its programming to 24 hours per day, every day. The channel is broadcast on 9 cable company channels throughout Clackamas County and is carried by several regional broadcast providers reaching a combined viewership of approximately 200,000 residents in the Portland-Metro area.

The CCGC serves the public interest in promoting Clackamas County and making our County government more accessible and understandable to viewers. The channel offers information about County services, initiatives and activities, community life and the region's history and tradition.

The channel aired over 6,000 hours of programming from July 1, 2013 to June 30, 2014. The award-winning programming ranges from live events such as Board of County Commissioner meetings to documentaries, short videos and educational and historical programs. Last year, staff produced 156 new programs and were honored with 13 national and international awards for various productions. The channel also provides programs on demand (VOD) for PEG channels and cable companies.

In June 2014, the channel won two awards and two honorable mentions in the Videographer Awards competition. This competition drew more than 1,500 entries in 165 categories from television stations and production companies worldwide. Another nine awards were received for the channel at the 27th Annual National Association of Telecommunications Officers and Advisors (NATOA) Government Programming Award Ceremony held in St. Paul, Minnesota this October. They included:

Videographer Awards

- Award of Excellence-*A Cleaner Clackamas River*, in the Government category, producer Nicole Coon.
- Award of Distinction-*Stagecoaches of Clackamas County*, for Creativity in Video Production and Editing, producer Terry Musgrove, script writing/research by John Terry.
- Honorable Mention-*PSA: Cancer Screening*, for Medical External category, producer Melody Ashford, voiceover by Bill Cooper.
- Honorable Mention-*PSA: Window Safety*, for Video Production/Safety category, producer Chris Miller.

National Association of Telecommunications Officers and Advisors (NATOA)

- 1st Place-*Stagecoaches of Clackamas County*, for Editing, producer Terry Musgrove, script writing/research by John Terry.
- 2nd Place-*Oregon House District 38 Selection Meeting*, for Public/Community Meetings, lead producer Marc Ivanish and entire staff.
- 2nd Place-*Stagecoaches of Clackamas County*, for Audio/Sound Recording, producer Terry Musgrove.
- 3rd Place-*Law Enforcement Marine Academy*, for Public Safety, producer Richard Butler.
- 3rd Place-*Stagecoaches of Clackamas County*, for Visual Arts, producer Terry Musgrove.
- 3rd Place-*CWet Water Celebration*, for Event/Program Promotion, producer Ryan Gahris.
- Honorable Mention-*The March of the Canby Ferry*, Documentary—Event Coverage, producer Alison Grayson.
- Honorable Mention-*PSA: Window Safety*, for Public Service Announcement, producer Chris Miller
- Honorable Mention-*Stagecoaches of Clackamas County*, Documentary, producer Terry Musgrove, script writing/research by John Terry.

RECOMMENDATION:

Staff requests the Board's continued support of the Clackamas County Government Channel.

Respectfully submitted,



Gary Schmidt, Director
Public and Government Affairs



OFFICE OF COUNTY COUNSEL

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

December 18, 2014

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Assistants

Members of the Board:

Reading and Adoption of a Board Order Amending Local Contract
Review Board Rules (County Code Appendix C)

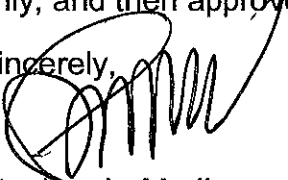
We are here to present the attached proposed amendment to Appendix C of the County Code which contains the Local Contract Review Board Rules (LCRB Rules). These are the public contracting rules adopted by the County.

Changes to the LCRB Rules are adopted by Board Order upon a single reading, which may be a reading by title only.

During the time period December 22, 2014 through January 8, 2015 the Board of County Commissioners will not be holding regular meetings. In the absence of the regular Board meetings, we request that the County Administrator be given authority to sign all contracts and contract amendments that would otherwise be signed by the Board. Delegation of the Board's contract signing authority to the County Administrator will allow for continuation of regular business matters without delay. The time period for this delegation of authority would be only from December 22, 2014 to January 8, 2015. The County Administrator will report to the Board on January 15, 2015 regarding any contracts entered during the specified time period.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners conduct a single reading, by title only, and then approve the Board Order amending the Local Contract Review Board Rules.

Sincerely,


Stephen L. Madkour
County Counsel

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

In the Matter of Amending Local
Contract Review Board Rules,
Appendix C of the Clackamas
County Code



Order No.

This matter coming regularly before the Board of County Commissioners,
and it appearing that;

WHEREAS, on June 7, 2012, the Board of County Commissioners adopted
Board Order No. 2012-41 which amended the Local Contract Review Board
Rules, incorporated into the County Code as Appendix C; and

WHEREAS, it is now necessary to temporarily amend those rules to provide
additional authority to the County Administrator to sign contracts, during a period
of time when the Board will not have regularly scheduled meetings;

Now, therefore, it is hereby ordered as follows:

Section 1: Section C-050-0100(2)(c) of Appendix C is hereby amended to
read as follows:

C-050-0100 Delegation of Authority to Sign Contracts and Amendments.

(2) Authority to Sign Contracts and Contract Amendments.

(c) For the period of **December 22, 2014 through January 8, 2015**, the
Board of County Commissioners delegates authority to the County Administrator
to sign all contracts or contract amendments. The County Administrator will
report to the Board of County Commissioners on Thursday, January 15, 2015 at
the regularly scheduled Business Meeting, regarding any contracts signed by the
County Administrator during this time period.

DATED this 18th day of December, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



5

GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

STAFF REPORT

December 18, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Supporting the Reopening of the Willamette Falls Locks

Purpose/Outcome	Resolution No. _____ acknowledges the will of the Board of County Commissioners to see the Willamette Falls Locks return to an operational status.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	Effective December 18, 2014 and terminates upon the reopening of the Locks.
Previous Board Action/Review	At a policy session on November 25, 2014, the Board directed staff to present this resolution at a Board Business Meeting for approval.
Contact Person	Gary Schmidt, Director – Public and Government Affairs: 603-742-5908
Contract No.	N/A

BACKGROUND:

The Willamette Falls Locks opened on January 1, 1873, bridging the upper and lower Willamette River. It was the first multi-lift navigational locks in the United States, and remained the oldest continuously operating multi-lock system in the nation until its closure in 2011.

The Locks is owned and operated by the U.S. Army Corps of Engineers (USACE), who acquired ownership in 1915. Nearing one hundred years of ownership, USACE has invested millions of dollars into the Locks to maintain the flow of barge traffic, primarily for the logging industry. Increased use of roadways for freight in the 1990s resulted in the massive reduction in "tonnage" being transported through the Locks, changing the primary use of the Locks from commercial and industrial traffic to recreational.

In 2011, after 10 years of undulating closures and re-openings due to disrepair and rehabs, the USACE closed the Locks indefinitely, establishing a "non-operational status." The closure was due to excessive corrosion of the Locks' gate anchors and a fear of operational failure that posed a safety risk to the public. There was no federal funding allocated to perform these repairs. USACE is presently conducting a Section 106 analysis under the National Historic Preservation Act and plans to complete the required National Environmental Policy Analysis to examine the impacts of the decision to close the Locks.



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Clackamas County has been an active member of the One Willamette River Coalition, a partnership of businesses, other local governments, and nonprofit organizations to support the funding and reopening the Locks. Support for the funding of the Locks has been on the County's federal legislative agenda for several years. The County recently provided financial support for the Willamette Locks Economic Potential Report, published by ECONorthwest.

At a policy session on November 25, 2014, the Board directed staff to present this resolution at a Board Business Meeting for approval.

RECOMMENDATION:

Staff recommends the Board approve this resolution.

Respectfully submitted,

A handwritten signature in black ink that reads "Gary Schmidt".

Gary Schmidt, Director
Public and Government Affairs

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

A Resolution in the Matter
of Reopening the Willamette Falls Locks



Resolution No.
Page 1 of 3

WHEREAS, On January 1, 1873, the Willamette Falls Locks opened to allow passage around the waterfall at Oregon City thereby providing access to a one river system; and

WHEREAS, in 1915, the U.S. Army Corps of Engineers purchased the Locks from the private operator thereby ensuring free public passage through the Locks; and

WHEREAS, in 1974, the Willamette Falls Locks were listed on the National Register of Historic Places; it was the first significant facility built to improve navigation on the Columbia-Snake River Inland Waterway system, and the most important through 1939; and

WHEREAS, in 1991, the Willamette Falls Locks was designated as a State Historic Civil Engineering Landmark by the American Society of Civil Engineers; and

WHEREAS, in 2006, Governor Kulongoski designated the Willamette Falls Locks as an Oregon Solutions project and formed the Willamette Falls Locks Oregon Solutions Task Force, which continues today as the One Willamette River Coalition, coordinated by the Willamette Falls Heritage Foundation, to preserve the Locks and support its continued operation; and

WHEREAS, Clackamas County is an active member of the One Willamette River Coalition, which represents a partnership of businesses, local governments, and nonprofit organizations working to ensure the Locks remain functional as a connector for the otherwise separate waterways of the Upper and Lower Willamette River; and

WHEREAS, on October 23, 2008, the Center for Economic Development Education and Research released a report under contract to the Willamette Falls Heritage Foundation, entitled *The Willamette Falls Locks: A Case Study Analysis of Potential Transfer Issues*; and

WHEREAS, from 2006 through 2010, funding provided to the Corps from the Oregon Department of Transportation, Clackamas County, and the U.S. Congress allowed for seasonal operations and selected structural upgrades, including \$2.2 million in funds from the American Recovery and Reinvestment Act of 2009 (PL 111-5); and

WHEREAS, in November, 2011, the Willamette Falls Locks were placed into "non-operational" status and on short notice were closed to vessel passage based upon an engineering assessment that identified safety concerns of potential failure; and

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

A Resolution in the Matter
of Reopening the Willamette Falls Locks



Resolution No.
Page 2 of 3

WHEREAS, closure has placed a severe hardship on commercial, recreational, and tribal river users, including businesses which have used the Willamette Falls Locks for 127 years for transporting aggregate, logs, and other goods and conducting dredging and towing operations; and

WHEREAS, in March 2012, the National Trust for Historic Preservation declared the Willamette Falls Locks as one of the most threatened National Treasures, thereby providing added technical assistance; and

WHEREAS, in 2012, the Historic Preservation League of Oregon (now Restore Oregon) named the Willamette Falls Locks as one of its 10 "Most Endangered Places"; and

WHEREAS, the Locks are a primary historic asset under applications being prepared for designation of the area at the Willamette Falls as State and National Heritage Areas; and

WHEREAS, on September 23, 2013, the Corps of Engineers gave notice of their intent to initiate a public consultation process under Section 106 of the National Historic Preservation Act to determine whether the closure action had adverse effects on the historic integrity of the Locks based upon the defining qualities and features that made the Locks eligible for listing on the National Register of Historic Places; and

WHEREAS, on May 15, 2014, the Corps of Engineers released their finding of historic adverse effects under Section 106 of the Historic Preservation Act and announced their intent to proceed with development of an agreement to establish how to best "avoid, minimize or mitigate" the identified adverse effect to the historic character of the Locks; and

WHEREAS, on September 30, 2014, the economics consulting firm ECONorthwest, under contract to the Willamette Falls Heritage Foundation, published the *Willamette Locks Potential Report*, providing information on potential operating costs and community benefits of reopening the Locks; and

WHEREAS, Clackamas County has supported funding for the Locks through its federal legislative agenda and has also contributed funding toward the *Willamette Locks Economic Potential Report* conducted by ECONorthwest.

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

A Resolution in the Matter
of Reopening the Willamette Falls Locks



Resolution No.
Page 3 of 3

NOW THEREFORE, the Clackamas County Board of County Commissioners do hereby resolve as follows:

1. Clackamas County urges the Corps of Engineers to reopen the Willamette Falls Locks to general public commercial, recreational, and cultural marine traffic.
2. Clackamas County thanks the Corps of Engineers for working with local stakeholders to assess and mitigate the adverse effects of the closure and urges the Corps of Engineers to expedite the needed repairs and craft a plan for sustainable operations of the Locks.
3. Clackamas County supports recognition of the Willamette Falls Locks in the Regional Transportation Plan and inclusion of the Willamette Falls Locks as a Metro Joint Policy Advisory Committee on Transportation (JPACT) federal priority.
4. Clackamas County supports creation of a State Task Force to work with the Corps of Engineers to develop a plan for sustainable operations of the Willamette Falls Locks.
5. Clackamas County urges the Oregon Congressional delegation to support the expedited repair and reopening of the Willamette Falls Locks.

DATED this 18th day of December, 2014

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

December 18, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Construction Contract Change Order with TS Gray Construction for the Rehabilitation of the Historic Francis Ermatinger House project in Oregon City

Purpose/Outcomes	The project is for a new foundation, external and internal building improvements to upgrade the museum for public use and for application to become part of the National Parks system.
Dollar Amount and Fiscal Impact	This change order is in the amount of \$11,566 for a new total contract amount of \$661,427. 100% of the cost the change order is funded by the City of Oregon City.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds and City of Oregon City funds are involved.
Safety Impact	Improved building safety – public safety
Duration	June 2014 to January 2015
Previous Board Action	All 2013 CDBG projects were approved by the Board of County Commissioners on May 2, 2013 - agenda item 050213-A1
Contact Person	Chuck Robbins, Community Development Director – (503) 655-8591
Contract No.	H3S 6849

BACKGROUND:

The Housing and Community Development Division of the Health, Housing & Human Services Department request the approval of a construction agreement Change Order with TS Gray Construction for rehabilitation of the Francis Ermatinger House Project. The following changes have been authorized by the City of Oregon City, ARG Architects and Clackamas County Housing and Community Development as fair and reasonable:

Item 1: Additional foundation waterproofing COP#4	\$ 2,932.00
Item 2: Additional labor to remove beams below 2 sills COP#5	\$ 306.00
Item 3: Additional labor to repair insect damage COP#6	\$ 288.00
Item 4: Additional labor to upgrade drain area at stair bottom landing COP#7	\$ 112.00
Item 5: Additional labor to change top of basement wall elevation COP#8	\$ 189.00
Item 6: Additional labor and materials for handrail at west stair COP#10	\$ 570.00
Item 7: Additional labor and materials for extending storm line COP#11	\$ 2,624.00
Item 8: Additional labor and materials for first floor joist-bearing walls COP#12	\$ 1,568.00
Item 9: Additional labor and materials for fixes to exterior walls COP#13	\$ 2,977.00
TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 3 =	+ \$11,566.00

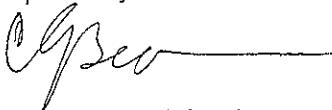
Original Contact Price	\$ 547,156.00
Net Change by Previous Change Orders	\$ 102,705.00
Contract Price prior to this Change Order	\$ 649,861.00
Contract Price will be (increased) (unchanged) by this Change Order	\$ 11,566.00
The new Contract Price including this Change Order will be	\$ 661,427.00

The Agreement was reviewed and approved by County Counsel on May 27, 2014.

RECOMMENDATION:

Staff recommends that H3S Director Cindy Becker sign the Construction Contract Change Order on behalf of the BCC. Change Order #1,#2 and #3 represents a total of a 20.88% increase to the original construction contract amount.

Respectfully submitted,



A handwritten signature in cursive script, appearing to read 'C. Becker', followed by a horizontal line extending to the right.

Cindy Becker, Director

6

CHANGE ORDER FORM

TS Gray Construction LLC
12705 SW Herman Road
Tigard, Oregon 97262

() Contractor
() ARG Architect
() H3S Director

Project Name: Ermatinger House Rehabilitation
Project Address: 619 6th Street
Oregon City, OR 97045

Change Order No: **3**
Contract Date: 6/26/14
NTP Date: 6/30/14
Change Order Date: 12/01/14

Project Number: 53322
To: Clackamas County HCD
2051 Kaen Road, Suite #245
Oregon City, Oregon 97045

The following changes have been authorized by the City of Oregon City, ARG Architects and Clackamas County Housing and Community Development as part of Change Order #3:

Item 1: Additional foundation waterproofing COP#4	\$ 2,932.00
Item 2: Additional labor to remove beams below 2 sills COP#5	\$ 306.00
Item 3: Additional labor to repair insect damage COP#6	\$ 288.00
Item 4: Additional labor to upgrade drain area at stair bottom landing COP#7	\$ 112.00
Item 5: Additional labor to change top of basement wall elevation COP#8	\$ 189.00
Item 6: Additional labor and materials for handrail at west stair COP#10	\$ 570.00
Item 7: Additional labor and materials for extending storm line COP#11	\$ 2,624.00
Item 8: Additional labor and materials for first floor joistbearing walls COP#12	\$ 1,568.00
<u>Item 9: Additional labor and materials for fixes to exterior walls COP#13</u>	<u>\$2,977.00</u>
TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 3 =	+ \$11,566.00

Original Contact Price	\$ 547,156.00
Net Change by Previous Change Orders	\$ 102,705.00
Contract Price prior to this Change Order	\$ 649,861.00
Contract Price will be (increased) (unchanged) by this Change Order	\$ 11,566.00
The new Contract Price including this Change Order will be	\$ 661,427.00
The Contract Time will be increased by this Change Order (<u>21</u>) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is 12/15/14.	

Approved:

Approved:

by: Anthony Seastore
Anthony Seastore, President
TS Gray Construction LLC.

by: Marya Fey 12/08/14
(date) ARG Architects (date)
AIA (City of Oregon City Rep)

Approved:

by: _____
Cindy Becker, Director of Health, (date)
Housing & Human Services

December 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
Washington County for Data Analysis Services

Purpose/Outcomes	Clackamas County Behavioral Health Division will provide data analysis to Washington County.
Dollar Amount and Fiscal Impact	This is a revenue agreement; Washington County will pay Clackamas County up to \$15,000
Funding Source	Washington county – No County general funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on June 30, 2015
Previous Board Action	This is a new agreement; there is no previous board action.
Contact Person	Jill Archer, Director–Behavioral Health Division – (503)742-5336
Contract No.	6997

BACKGROUND:

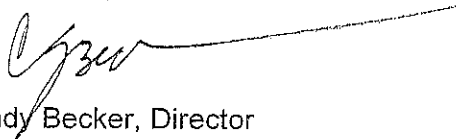
The Behavioral Health Division (CCBHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with Washington County. CCBHD will provide claims data analysis and ad hoc and routine reports, as requested by Washington County.

This agreement is effective upon signature and continues through June 30, 2015. Washington County will compensate Clackamas County at \$70 an hour up to \$15,000. This agreement has been reviewed and approved by County Counsel as part of the H3S contract standardization project.

RECOMMENDATION:

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

Respectfully submitted,



Cindy Becker, Director

**INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 CLACKAMAS COUNTY, OREGON
 BEHAVIORAL HEALTH DIVISION
 AND
 WASHINGTON COUNTY**

I. Purpose

This agreement is entered into between Clackamas County Department of Health, Housing and Human Services, Behavioral Health Division (CLACKAMAS) and **WASHINGTON COUNTY** (WASHINGTON) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for data analysis including ad hoc and routine reports, as requested.

II. Scope of Work and Cooperation

A. WASHINGTON agrees to:

Provide access to claims data to CLACKAMAS for Washington County Medicaid members.

B. CLACKAMAS agrees to:

1. Provide data analysis of WASHINGTON claims data for WASHINGTON Medicaid members
2. Provide ad hoc and routine reports, as requested by WASHINGTON.

III. Compensation

A. WASHINGTON shall compensate CLACKAMAS for satisfactorily completing activities described in Section II above at \$70 per hour.

B. The total payment to CLACKAMAS shall not exceed **\$15,000**.

C. CLACKAMAS shall submit a request for reimbursement on a quarterly basis that details the activities performed. Requests for reimbursement shall be submitted to:

Washington County Health and Human Services Division
 Attn: Kristin Burke
 155 N First Avenue, # MS70
 Hillsboro, Oregon 97124-3072

WASHINGTON COUNTY

Intergovernment Agreement # 6997

Page 2 of 3

IV. Liaison Responsibility

Kristin Burke, Health and Human Services Division Manager, will act as liaison from WASHINGTON. Matt Walker, Policy Analyst, will act as liaison from CLACKAMAS.

V. Special Requirements

A. CLACKAMAS and WASHINGTON agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the AMH.

B. Within the limits of the Oregon Tort Claims Act, WASHINGTON agrees to protect and save CLACKAMAS, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CLACKAMAS' employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of WASHINGTON, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, CLACKAMAS agrees to protect and save WASHINGTON, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against WASHINGTON's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CLACKAMAS, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.

D. This agreement 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 therefor. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

WASHINGTON COUNTY

Intergovernment Agreement # 6997

Page 3 of 3


VII. Term of Agreement

This agreement becomes effective upon signature and is scheduled to terminate June 30, 2015.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of seven (7) sections.

WASHINGTON COUNTY



 Sia Lindstrom
 Senior Deputy County Administrator

 11/28/2014

 Date
 155 N First Avenue

 Street Address

 City / State / Zip

 (503)846-4563 / 5038464560

 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:

 Cindy Becker
 Health, Housing, and Human Services Department

 Date



COPY

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

December 18, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Damascus for Services Performed by the Department of Transportation and Development

Purpose/Outcomes	Updates and supersedes the previous agreements allowing the County to perform duties related to code enforcement, engineering development services, long range planning, land use, structural codes, and processing building and development permits on behalf of the City of Damascus for the citizens of Damascus.
Dollar Amount and Fiscal Impact	DTD Staff time spent in Damascus in the last three years has averaged \$38,000 annually. The County has been reimbursed approximately \$88,000 in that same time. These levels are expected to remain consistent.
Funding Source	The City of Damascus will pay the County actual costs for performance of services, offset by fees received for the services performed.
Safety Impact	Oversight of land use, development, and codes ensures the safety of all of the citizens of the County.
Duration	Effective upon execution and will continue until terminated by either party.
Previous Board Action	01/20/2005 – Approval of Intergovernmental Agreement for Planning Services 06/30/2005 – Approval of Intergovernmental Agreement for Solid Waste Management, Code Compliance and Engineering Services
Contact Person	Mike Bezner, Transportation Engineering Manager, 503-742-4651

BACKGROUND:

Since its incorporation in November 2004, the City of Damascus has had need to perform duties related to land use, long range planning, structural codes, engineering development services, code enforcement and issuance of building and development permits for its citizens. Since the City has not had the staff capacity to perform these duties, the County Department of Transportation and Development has performed these tasks on behalf of the City.

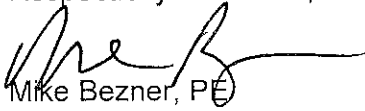
In January and June, 2005, the County and City approved agreements to perform these tasks. These agreements were in need of an update and to clarify some responsibilities. This agreement will update and supersede all previous agreements related to services regularly provided by the Department of Transportation and Development.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the attached Intergovernmental Agreement with the City of Damascus for services performed by the Department of Transportation and Development on behalf of the City.

Respectfully submitted,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Mike Bezner at 503-742-4651

8

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF DAMASCUS AND CLACKAMAS COUNTY

This Intergovernmental Agreement ("Agreement") is entered into this _____ of _____, 2014 by and between the following parties: The City of Damascus, a municipal corporation of the State of Oregon (hereinafter, the "CITY"), and Clackamas County, by and through its Department of Transportation and Development, a political subdivision of the State of Oregon (hereinafter the "COUNTY").

RECITALS

WHEREAS, ORS 190.003 TO 190.030 allows units of local government to enter into agreement for performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering code enforcement pertaining to this Agreement on behalf of the City; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for certain engineering development services on behalf of the City, and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be available to provide certain long range planning services, to administer land use provisions, to process land use applications, to tend to other related planning matters, and to administer structural codes and process building and other development permits on behalf of the City.

WHEREAS, the City and County desire to provide excellent public service to their citizens and to accomplish this goal in the most effective and efficient manner.

NOW THEREFORE, it is agreed by the parties as follows:

1. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 60 days written notice, or upon 30 days written notice for breach of the Agreement, including non payment of fees appropriately due, provided the breach is not cured during the 30-day period.

2. CODE ENFORCEMENT SERVICES

- A. The City agrees to retain the County to provide Code Enforcement Services for the enforcement of violations of the building codes pursuant to Title 9 of the Clackamas County Code, zoning, dangerous building, solid waste and road use codes which are adopted by the City or administered within the City pursuant to state law.
- B. City shall retain the County's code enforcement operational policies and violation priorities adopted July 11, 2005 pursuant to City Resolution No. 05-35 for pursuing enforcement, and the County's Enforcement Hearing Officer Code as its own for the purposes listed in subsection 2(A), above.
- C. County agrees to:
 - a. Enforce the codes listed in 2(A) above, including taking cases to the Code Enforcement Hearings officer, and to circuit court as directed by City on a case by case basis. The City may choose to handle any case directly, after consultation with the County.
 - b. Collect forfeiture and administrative enforcement fees, costs and civil penalties ordered by the Enforcement Hearings Officer.
 - c. Remit to the City funds or other property collected by the County as civil penalties or forfeitures.
 - d. Administer the review and approval process for wrecking yard licenses.
- D. COMPENSATION. County will keep a record of all time, expenditures and revenues, which will be provided to City. The City shall reimburse County for all actual costs for labor and out of pocket expenses incurred while performing services under this Agreement. Transportation vehicle expenses for work performed in the field will be reimbursed according to invoices submitted by the County to the City. The City's obligation under this section shall not be offset by any administrative enforcement fee collected by the County in connection with the County's administration of the code enforcement program described herein.

3. ENGINEERING SERVICES

- A. The City hereby agrees to retain the County for the provision of the following engineering services:

- a. Residential Subdivision/Partition Plan Review & Construction Inspection.
 - b. Commercial Development Traffic & Site Plan Review & Construction Inspection.
 - c. Review and issue permits for improvements to or work in existing road right-of-way (utility installations, driveways, ditches, curb, culverts or other access or drainage within right-of-way).
 - d. Driveway Permit/Inspection.
 - e. Road Vacations.
 - f. Review and issue Oversize/Overweight truck or transportation permits.
 - g. Review of road right of way and easement deeds; road acceptance.
 - h. Inspection of all roads and right-of-way within the City, specifically excluding, however, inspection of private roads and other means of ingress and egress over which the City or County would have no obligation to inspect.
 - i. Other related tasks specifically requested by the City and agreed to in writing by the County.
- B. The City hereby agrees to consider whether to retain the County for the provision of the following engineering services:
- a. Conduct, review and evaluate traffic engineering or civil engineering studies as requested by the City.
 - b. Draft traffic engineering or civil engineering plans as requested by the City.
- C. Prior to the County beginning any work as requested by the City under subsection B, the City Manager of the City and the Director of the Department of Transportation and Development for the County, or their respective designees, shall fully execute a separate document outlining the scope of work, which shall contain the following elements:

- a. A detailed description of work to be performed and mutually agreed standards for acceptance.
 - b. Any assistance that is required to be provided by the City.
 - c. Any assistance that is required to be provided by other County departments or divisions that is in addition to the services provided by the County engineering division, and which will require additional compensation to be paid by the City.
 - d. Name of the City employee assigned to be the primary contact for the work.
 - e. Name and contact information of the County employee assigned to be the primary contact for the work.
 - f. Dates of project beginning and completion, including milestones where appropriate.
 - g. Payment associated with the work, or the payment schedule associated with the delivery of interim work products.
 - h. Any additional terms, conditions, provisions, modification, or deletions as the parties may mutually agree to apply to a particular project.
- D. Where a request from the City to the County to perform engineering services involves work that might affect a utility, or other unknown condition, the manager of the County's engineering division, or his or her designee, shall advise the City within fourteen (14) days whether the County will require the City to release the County from liability for its work, except where the County's acts or omissions are grossly negligent. The City and County shall acknowledge this release in writing prior to the County commencing the work requested by the County.
- E. **COMPENSATION.** The City shall reimburse County for all actual costs for labor and out of pocket expenses incurred while performing services under this Agreement, offset by fees received for the services performed. Transportation vehicle expenses for work performed in the field will be reimbursed according to invoices submitted by the County to the City.

4. LONG RANGE PLANNING SERVICES

- A. The City will consider retaining the County to provide long range planning services as mutually agreed upon by both the City and the County.
- B. Long range planning services, including the financing or budgeting of these services, will be considered by the County on a case-by-case basis upon written request by the City.
- C. Upon receipt of a written request from the City to perform long range planning services, the County shall advise the City within fourteen (14) days its decision to grant or decline the request.

5. PLANNING PERMITTING SERVICES

- A. The City hereby agrees to retain the County for, and the County hereby agrees to provide, planning services as mutually agreed upon by both the City and the County.
- B. The County staff shall process land use applications pursuant to the comprehensive plan, zoning, partitioning and subdivision provisions applicable to the City. These services shall include:
 - a. Reviewing, making recommendations and issuing decisions on quasi-judicial and administrative applications;
 - b. Conducting all pre-application meetings and responding to substantive inquiries regarding specific development proposals, and providing the city manager, or designee, notice of such meeting and copies of minutes, if any, from such meetings;
 - c. Receiving all land use applications and accompanying fees, and provide the city manager, or designee, with a monthly report of all applications;
 - d. Creating and maintain all land use application files until transferred to the City;
 - e. Reviewing all land use applications for completeness and notifying applicants and the city manager, or designee, accordingly;
 - f. Notifying the public as required by state and applicable local provisions;
 - g. Preparing staff reports for land use applications and providing copies of the same to the city manager, or designee;

- h. Prepare presentations for Planning Commission and City Council meetings;
 - i. Preparing presentations for City Council meetings;
 - j. Preparing City Council packets;
 - k. Attending meetings of the City Council, Citizen Advisory Committees and other public agencies or civic groups as required;
 - l. Issuing appropriate notices to state and regional agencies, including the Department of Land Conservation and Development and Metro, as required by state and local laws, and provide copies of the same to the city manager, or designee;
 - m. Issuing decisions on administrative applications;
 - n. Performing other related tasks specifically requested by the City and agreed to in writing by the County.
- C. The Clackamas County Hearings Officer shall review and decide administrative actions in accordance with the requirements of the applicable local provisions.
- D. The County shall perform public services tasks including, but not limited to, responding to land use and other planning inquiries, dispersing related informational handouts and materials, and evaluating and approving land use compatibility statements.
- E. The County shall be responsible for reviewing and issuing septic permits and other ministerial actions.
- F. **COMPENSATION.** The City shall reimburse County Planning Department, including Hearings Officer, for all actual costs for labor and out of pocket expenses incurred while performing services under this Agreement, offset by fees received for the services performed. Transportation vehicle expenses for work performed in the field will be reimbursed according to invoices submitted by the County to the City.

6. BUILDING PERMITTING SERVICES

The County shall retain responsibility for Building Services, as prescribed in the Oregon Revised Statutes (ORS 455), until such time the City elects to assume this responsibility.

7. AMENDMENT

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

8. HOLD HARMLESS

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including all attorney(s) fees and costs), arising out of, or resulting from the County's performance of this agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney fees and costs) arising out of or resulting from County's performance of this agreement when the loss or claim is attributable to the acts or omissions of County.

9. SEVERABILITY

County and City agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

10. ASSIGNMENT

No party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of all other parties.

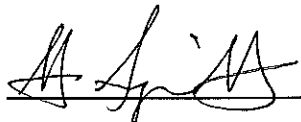
11. PRIOR AGREEMENTS

This Agreement embodies the entire Agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. Prior agreements include but may not be limited to, the Intergovernmental Agreements between the parties dated January 30, 2005 and June 30, 2005 as well as the letter from the City to the County dated July 27, 2006 extending the duration of the aforementioned January 30, 2005 Intergovernmental Agreement.

All prior agreements and understandings between the parties referenced herein shall automatically terminate as of the effective date of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement by the date set forth opposite their names below.

City of Damascus



Sheresa Nation

Witness

November 20, 2014

Date

**Board of Commissioners
Clackamas County**

Chair

Recording Secretary

Date



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Microsoft Enterprise Agreement for Software and Licensing with Dell Software

Purpose/Outcomes	Continued and Expanded utilization of Microsoft Office, Exchange, Systems, SQL and related products and licenses.												
Dollar Amount and Fiscal Impact	<table border="0"> <tr> <td>\$177,628.00</td> <td>One time Payment in FY14-15</td> </tr> <tr> <td>\$590,492.21</td> <td>Annual Payment in FY14-15</td> </tr> <tr> <td>\$590,492.21</td> <td>Annual Payment in FY15-16</td> </tr> <tr> <td>\$590,492.21</td> <td>Annual Payment in FY16-17</td> </tr> <tr> <td colspan="2">-----</td> </tr> <tr> <td>\$1,949,104.63</td> <td>Total Contract over 3 years</td> </tr> </table>	\$177,628.00	One time Payment in FY14-15	\$590,492.21	Annual Payment in FY14-15	\$590,492.21	Annual Payment in FY15-16	\$590,492.21	Annual Payment in FY16-17	-----		\$1,949,104.63	Total Contract over 3 years
\$177,628.00	One time Payment in FY14-15												
\$590,492.21	Annual Payment in FY14-15												
\$590,492.21	Annual Payment in FY15-16												
\$590,492.21	Annual Payment in FY16-17												

\$1,949,104.63	Total Contract over 3 years												
Funding Source	Fund 747 0227 (Technical Services Allocated Budget)												
Safety Impact	None												
Duration	3 years starting on January 1 st 2015												
Previous Board Action	Renews previous BCC Approved Enterprise Agreements												
Contact Person	Dave Devore												
Contract No.	503-723-4996												

BACKGROUND:

Clackamas County has made a significant investment in technology to support and enhance the County business functions. A large and crucial component of this investment is in the desktop / server system software, office product tools, email services, systems management / security and system connectivity. While Technology Services is constantly monitoring the marketplace and available products, the County has chosen to follow what has become the defacto standard for much of the industry – the Microsoft platform and suite of products as being the best fit for the technical and business requirements of the County.

The Microsoft system platform and office suite products are highly integrated and are constantly being updated and upgraded. This requires rigid adherence to Microsoft protocols and update schedules to ensure the products work together properly. Microsoft also has developed a very strict and complex licensing process which covers all aspects of their software utilization including product, connection and upgrade licensing. Rather than have customers manage literally thousands of individual licenses, Microsoft developed the Enterprise Agreement Program (EA). This not only allows a volume discount to large customers, but also greatly simplified the license tracking and support for the customer. The State of Oregon entered into a Master Enterprise Agreement with Microsoft which allowed local governments to take advantage of Statewide purchasing price levels when developing their own Enterprise Agreement with Microsoft. Technology Services has worked closely with Microsoft on a new Agreement to keep the costs as low as possible while still covering the product and licensing requirements of the County.

Microsoft has upgraded and expanded their product lines, both in business solutions as well as technical support. Technology Services recently performed a review of available products to manage the diverse technical support of the County's systems, desktop and patch management, anti-virus and other related technical services. It was determined that the new integrated utilities available from Microsoft are a better solution for the County requirements than the current various products utilized by Technology Services and would allow several current contracts to be discontinued. This would also allow a more centralized, integrated solution for management of County technical resources. Technology Services also reviewed several of the available business products available from Microsoft that could provide new / enhanced integrated services with the Office suite of products. This included Sharepoint which would allow greater document management / collaboration capability for County staff, Lync for enterprise messaging capabilities and Office 365 which would allow the utilization of cloud services where appropriate and increased mobile Office capability.

It was determined that the addition of the Microsoft technical management products to replace current various products, and the addition of the Microsoft business products to our current line of Microsoft products, would provide significant benefits to the County both in new / enhanced services and in standardized support and training as part of the Microsoft suite of products. The most cost effective way to procure and maintain the licensing for the new products would be under the new County EA which is due for renewal this December. The new EA would include current licensed products as well as the new products under one three year agreement. The proposed Agreement would cover the following:

PRODUCTS RENEWED	
PRODUCT	DESCRIPTION
Office Professional	Office Suite (Word, Excel, Access, Powerpoint)
Windows Desktop	Windows Operating System (Win 7 or 8)
Windows Enterprise Server	Windows Server Operating Systems
Exchange	County Email and Calendaring System
SQL Database	Primary database for most of the County Applications
Client Access Licensing	All required licensing, upgrade management and patching
Productivity Tools	Various productivity tools, utilities and accessories
Technical Support	Direct access to technical and product support
Online Training Tools	Online training videos and tools as part of training program
Technical Training	30 Days of technical training saving ~ \$30,000 in training budget
NEW PRODUCTS	
(* several replace current products)	
Office 365	Allows Cloud based usage, mobile options for Office Suite
System Center *	Integrated management utilities and Anti-Virus / Malware
CIS Datacenter	Integrated management / monitoring of Servers
Desktop Optimization *	Desktop / Patch management and application deployment
SharePoint	Integrates Document Management with Office and Internet
Lync	Integrated Messaging and Video Conferencing Utilities
BitLocker *	Laptop Encryption

Budget for the new Microsoft EA is in 2 parts. 1st is the annual contract cost of \$590,492 per year. This is a significant increase over the current EA cost of \$404,807. However, due to the consolidation of several products into the new EA, most of this increase is displaced by the dropping of other annual product costs (see table below). Actual annual fiscal impact is \$39,615 per year to cover the addition of the new products such as Sharepoint, Office365 and Lync.

The 2nd part is the one-time true-up of our current EA to the new licensing model. This allows Clackamas County to take advantage of the new EA pricing model by paying the upgrade cost

up front versus paying more annually. The cost to true-up our current licensing to the new EA level is \$177,628 in this fiscal year.

ANNUAL BUDGET IMPACT		
CONTRACT	ANNUAL COSTS	NOTE
Microsoft EA - Current	\$ 404,807.14	Replaced by new EA Contract
Landesk	\$ 115,400.00	Replaced by Microsoft System Center
Evault	\$ 26,500.00	Replaced by Exchange / Sharepoint
WinMagic	\$ 4,170.00	Replaced by Microsoft BitLocker
TOTAL	\$ 550,877.14	Total Annual costs replaced by new EA
New EA Contract	\$ 590,492.21	Annual cost for new EA Contract
- Replaced Products	\$ -550,877.14	
Annual increase	\$ 39,615.07	Increase for additional Microsoft Products

Funds for the 1st year of this Agreement are budgeted in the FY2014-2015 budget in Fund 747 Org 227 Account 437231. TS will budget funds for this agreement in FY20125-2016 and FY2016-2017.

This contract has been reviewed by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of a Microsoft Enterprise Agreement for Desktop and Server Software with Dell Software. Dell Software is the authorized Microsoft Reseller. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,



Dave Cummings
CIO Technology Services

Placed on the Agenda of Dec. 18th, 2014 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

December 18, 2014

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of December 18, 2014, approval of a Microsoft Enterprise Agreement for Desktop and Server software with Dell Software for the Technical Services Department. This project was requested by Dave Cummings, Director.

Approval of this purchase is requested under LCRB Rule C-046-0400, Cooperative Purchasing. This purchase will be made utilizing a State of Oregon contract (0450) available to members of the Oregon Cooperative Purchasing Program (ORCPP). Dell Software is the designated distributor of Microsoft's Enterprise Agreement. A notice of intent was issued December 1, 2014. No comments were received by the time of closing on December 8, 2014

The Enterprise Agreement is a one (1) year program. The terms of the agreement will allow the County to remain current with Microsoft software products and facilitate software upgrades/maintenance during the life of the agreement.

Funds for the this Agreement are budgeted in the FY2014-2015 Fund 747 Org 227 Account 43231. The annual fee for the Enterprise Agreement is \$590,492.21. Additionally, there is a one time true up fee of \$177,628.00.

RECOMMENDATION: Approval of the Microsoft Enterprise Agreement for Desktop and Server software with Dell Software for the Technical Services Department and delegate authority to the Technical Services Director to sign license and maintenance agreements in the performance of this contract. County Counsel has reviewed the agreement forms associated with the Microsoft Enterprise Agreement program.

Respectfully Submitted,

Tom Averett, CPPB
Buyer

10



Dave Cummings
Chief Information Officer

Technology Services

December 18, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between the
City of Damascus and Clackamas County for
GIS Mapping and Data Services

Purpose/Outcomes	Establishes and defines GIS services the County will perform for the City on a contract basis to support their planning and public works mapping projects
Dollar Amount and Fiscal Impact	Work will be performed as needed by the City for an amount not to exceed \$20,000
Funding Source	City of Damascus
Safety Impact	None
Duration	Terminates June 30, 2017
Previous Board Action/Review	This is a renewal of a previous IGA signed by the Board on August 2, 2012
Contact Person	Eric Bohard, Tech. Services Mgr. – Technology Services 503-723-4814

BACKGROUND:

On August 2, 2012, the County first entered into an IGA with the City of Damascus to provide GIS mapping and data creation services. This IGA renews the cooperative effort between the City and the County to develop mutually beneficial GIS data layers and provides a GIS analysis and mapping service to the City while providing outside revenue up to \$20,000 to the County's Technical Services Department.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves Intergovernmental Agreement between the City of Damascus and Clackamas County for the continued GIS mapping and data services.

Respectfully submitted,

David Cummings, Chief Information Officer

**Intergovernmental Agreement between
The City of Damascus and Clackamas County
For GIS Mapping and Data Services**

This agreement is between the City of Damascus, hereafter called City, and Clackamas County, hereafter called County.

I. Scope of Intergovernmental Agreement:

This Intergovernmental Agreement describes the Geographic Information Systems (GIS) services the County will perform for the City on an as needed basis to support Planning and Public Works spatial data and mapping projects as well as establish a schedule for the maintenance of GIS data layers used by the City.

II. Statement of Work

A. The County agrees to accomplish the following work under this agreement:

1. Maintain and store existing GIS spatial data layers that the City has created or obtained from other sources assuming the City has rights to use the datasets.
2. Make available for use on City projects all existing GIS data sets in the County's GIS database unless restricted by distribution agreements or law.
3. If the County does not possess a particular GIS dataset, the County will attempt to acquire the requested GIS dataset on the City's behalf. Any expense to acquire a GIS dataset for a City project will be passed on directly to the City.
4. Create GIS datasets for the City assuming the City's request is possible given the County's GIS expertise, data storage capacity, and GIS software limitations.
5. Produce GIS generated maps requested by the City in a mutually agreed upon timeline. The City will determine if the maps will be delivered in digital formats or on paper.
6. Perform GIS spatial analysis at the direction of City staff and provide results in a tabular and/or spatial format in a mutually agreed upon timeframe.
7. Provide access to PlanMap. Connection is yet to be determined. This will be a subscription service and those costs will be described in a separate agreement.

B. The City agrees to accomplish the following work under this agreement:

1. Provide project planning and guidance

2. Transfer to the County all pertinent GIS datasets and give the County permission to use these datasets for City projects
 3. Deliver any surveyed control points the City acquires
 4. If the City acquires digital ortho-rectified aerial photography, lidar, or any other digital spatial data, they will provide that data to the County
- C. Every effort will be made to complete City projects within the agreed upon timeframe dependent on the complexity of the request. However, in the event of conflicting GIS work requests and staffing shortages, County projects will take higher priority.

III. Term

This agreement shall be in effect until June 30, 2017.

IV. Consideration

- A. City agrees to pay County an amount not to exceed \$20,000 annually for performance of this agreement. The City will be billed on a time and material basis as set forth by the attached County Price Schedule. The County will invoice the City for services performed each month.
1. This payment shall be the sole monetary obligation of the City and the City's obligation to pay is limited by the provisions of Section IX, Termination.
 2. Payment of all operating costs, federal, state, county or city taxes, assessments and any other charges imposed by law upon employers shall be the sole responsibility of the County.
 3. In the event the City exceeds the allotted agreed maximum compensation, the County will stop work until a supplemental repayment plan is in place.
- B. Monthly payments shall be made to the County upon City's approval of such invoices, but not more than 30 days from the date of invoice
- C. The City will not reimburse the County for travel expenses incurred in the performance of this agreement.
- D. All requests for payment must be submitted to:

City of Damascus
19920 SE Hwy 212
Damascus, Or. 97015

V. Subcontracts

The County may enter into subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the City. The County will notify the City of any subcontracts executed for the work under this agreement. The County will be responsible for all quality control of the contractors work.

VI. Project Officers

- A. The City has designated Chris Alfino as Project Manager for this agreement.
- B. The County has designated Eric Bohard as Project Officer for this agreement.

VII. Changes

No changes or waivers of provisions of this agreement will be valid until they have been reduced to writing, approval and signed by both parties.

VIII. Non-Performance

Neither party shall be held responsible for the delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the agreement.

IX. Retention of Records and Reports

The County agrees to maintain records of costs and services provided to document the work performed and fully support billings. All books, records and other documents relevant to this agreement shall be retained for:

1. Three years after the end of the fiscal year during which they were created:
or
2. Any longer period which may be required to complete any audit or to resolve any pending audit findings.

X. Access to Records

The City, County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor and any subcontractors which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.

XI. Termination

This agreement may be terminated by mutual consent of both parties, or by either party for any reason whatsoever upon 30 days notice, in writing and delivered by certified mail or in person to the other. Any termination under this Section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

XII. Non-Discrimination

County agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

XIII. Ownership

Clackamas County is the designer and developer of the GIS products specified in this agreement and the products remain the joint property of Clackamas County and the City of Damascus. PlanMap is the exclusive property of Clackamas County.

XIV. Funds Available and Authorized

The City certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the City's current appropriation or limitation.

XV. Nonrepresentation of Accuracy

While highly accurate computerized procedures will be used for creation of the GIS data products, both parties agree that the digital data is to be used for general planning and mapping purposes only; for example, in cases of property transactions, survey interpretation, or private zoning decisions the County disclaims any responsibilities for such use.

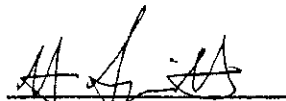
XVI. Signatures

The City has acted in this matter pursuant to Agenda No. 5.2 adopted by the City Council on the 7th day of July, 2014.

The County has acted in this matter pursuant to Agenda No. _____ adopted by the Clackamas County Board of Commissioners on the _____ day of _____, 2014.

CITY OF DAMASCUS

**CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

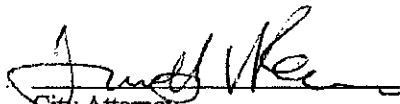


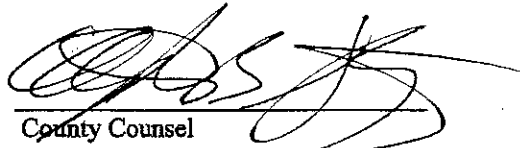
Mayor, City of Damascus

Chair, Board of Commissioners

Recording Secretary

Approved as to form:


City Attorney


County Counsel

11

Approval of Previous Business Meeting Minutes:

December 4, 2014

(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, December 4, 2014 – 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 Martha Schrader
Commissioner Tootie Smith

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. PRESENTATION

1. Presentation of *You Are Not Forgotten*, a Video About the POW/MIA Flag and When it will Fly in Clackamas County

Erika Silver, Clackamas County Social Services presented the staff report. She shown a short video that explained the POW/MIA Flag. She also introduced three Veterans who were in the video and in the audience today Mike Clark, Jeff Jorgenson and Justin Gombos.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke regarding misc. issues including Metro and the Bomber.
2. Mack Woods, Canby – supports Veterans.
3. Dude Torvend, Colton – concern about neighbors honey bee hives.

Board will look into this issue for Mr. Torvend.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 5-0.

A. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

B. County Counsel

1. Approval of a Lease Amendment by and between T5 Equities, LLC and Clackamas County for the District Attorney's Office

C. Business & Community Services

1. Acceptance of the Specialty Crop Block Grant and Approval of an Agreement with Oregon Department of Agriculture for the County's Ag Investment Plan Strategy
2. Approval of an Amendment to Intergovernmental Agreement #932536 between Clackamas County and Metro Authorizing Access to Metro's River Island Natural Area through Barton Park

V. Development Agency

1. Approval of Amendment No. 5 to the Agreement for the Redevelopment of Land in the Clackamas Town Center Area between the Clackamas County Development Agency and MD Partners, LLC

VI. WATER ENVIRONMENT SERVICES

1. Approval of a Professional Services Agreement between Clackamas County Service District No. 1 and CH2M HILL Engineers, Inc. for the Hoodland Master Plan for Wastewater Services Project

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 10:51 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



12
Gary Barth
Director
Business and Community Services
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

December 18, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment # 2 To The Contract with Total Golf Management Services LLC
For the Management Services For The Operation of Stone Creek Golf Course

Purpose/Outcome	Approval of Amendment #2 to the contract with Total Golf Management Services LLC for management services and operation of Stone Creek Golf Course.
Dollar Amount and Fiscal Impact	The management services fee is \$10,400 per month or \$124,800 annually. The total fee over the 5 1/2-year contract term through fiscal year 2019/2020 is estimated to be \$734,918 using an estimated Consumer Price Index of 3 percent. The contract also includes a bonus structure which is dependent on the annual net operating revenue of the golf course.
Funding Source	Stone Creek Golf Course operating revenue
Safety Impact	Contract has been reviewed by County Risk Management and includes extensive insurance coverage requirements.
Duration	January 1, 2015 through June 30, 2020.
Previous Board Action/Review	Original contract was approved by the Board of County Commissioners in January 2005; Amendment #1 was signed in 2009 by Business and Community former Director, Dan Zinser.
Contact Person	Gary Barth, Director, Business and Community Services

BACKGROUND:

Contract amendment #2 for Management Services for the Operation of Stone Creek Golf Club, is a 5 1/2 year contract renewal. Total management fee compensation over the extended term exceeds administrative signing authority.

Total Golf Management Services, LLC has been providing management and operating services for Stone Creek Golf Course since 2005. The original contract was extended in 2009 for an additional 5 years and has an expiration date of December 31, 2014.

County Counsel has recommended that this 5 1/2-year contract renewal needs BCC approval as the total compensation over the extended term exceeds the Directors administrative signing authority. It should be noted that previous contract amendments were administratively approved by the former BCS Director. However, based on BCS staff review



Gary Barth
Director
Business and Community Services
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

of the contract and County Counsel recommendation, we would like to submit Amendment #2 for Board consent and approval.

Staff has been negotiating with Total Golf Management over the last several months to make some minor amendments to the contract for the extended term, including a change to the performance bonus structure to the benefit of the County. Additional amendments are primarily operational in nature and include:

- **Working Capital.** Change in working capital amount provided in the contract from a non-specified amount to an amount not to exceed \$150,000. This provides additional clarity for the contract and protects the County.
- **Fiscal Year Contract.** Change in the contract from a calendar year contract to a fiscal year contract. This provides for more efficient operations and aligns County and TGM financial timelines.
- **Insurance.** Increases General Aggregate Liability Coverage from \$1 Million to \$2 Million; Changes Employment Practices coverage to include an identified amount for each occurrence and an Aggregate amount. Changes were reviewed and approved by County Risk Management.
- **Worker's Compensation.** Details out Worker's Compensation coverage requirements rather than just using the term Statutory. Addition was reviewed and approved by County Risk Management.
- **Named Insured/Additional Insured.** Adds named insured and additional insured requirements to Employment Practices Liability requirement.
- **Debt.** Deletes debt section as bonded debt was defeased (paid off) in November 2013.

Business and Community Services, as the administrator of the contract, is very pleased with the performance of Total Golf Management (TGM) and strongly recommends this extension. The course is maintained in exceptional shape year-round, the staff has a very strong customer service orientation as part of the TGM culture and TGM has consistently met the revenue targets we establish as part of the annual budget process. Stone Creek is a well respected golf facility providing great value and also is environmentally and habitat friendly as noted by several awards received during the first 10 years of operation:

- **Winner of the NW Golf Guys Players Choice Awards as the Best 18 Hole Course in the Portland Metro Area - 2014**
- **Voted # 6 on the list of most Eco-Friendly Golf Courses in America by Links Golf Magazine – January 2013**



Gary Barth
Director
Business and Community Services
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- Pacific Northwest PGA Section Professional of the Year – Gordon Tolbert – 2010
- Environmental Leaders in Golf Award – National Public Winner 2008, Chapter Public Winner 2005, 2006, 2007, Merit Public Winner 2004
- Certified as an Audubon Cooperative Sanctuary
- Golf Digest Best Places to Play (4 Stars) 2006-2007
- Voted # 1 Best Value in the Pacific Northwest – Brainstorm Magazine 2004

RECOMMENDATION:

Staff respectfully recommends the Board approve Amendment #2 to the Contract which makes minor amendments and extends the contract through June 30, 2020.

Respectfully submitted,

Gary Barth, BCS Director

AMENDMENT #2

To The Contract Documents with Total Golf Management Services LLC For the Management Services for the Operation of Stone Creek Golf Course

This Amendment, when signed by the Contractor and Board of County Commissioners will become part of the contract documents, superseding the original to the applicable extent indicated.

SECTION 1.6.1: Reads: TGMS shall establish a Golf Course operational account at the same bank or trust company at which the County Account is established. TGMS shall authorize two signatories to the TGMS Account. Funds deposited into the TGMS Account shall not be comingled with other funds of TGMS.

Change to Read: TGMS shall establish a Golf Course operational bank account which will include two signatories on the TGMS Golf Course Account. Funds deposited into the TGMS Golf Course Account shall not be comingled with other funds of TGMS.

SECTION 1.6.4: Reads: The County shall furnish funds sufficient to constitute working capital for the operation of the Golf Course.

Change to Read: The County shall furnish funds, not to exceed \$150,000, that are sufficient to constitute working capital for the operation of the Golf Course.

SECTION 1.7.4: Reads: At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the calendar year)...

Change to Read: At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the County fiscal year of July 1st through June 30th).....

SECTION 1.10.1: Reads:

Form of Coverage

(i)	Property insurance	minimum 80% of insurable value
(ii)	Comprehensive General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury-Each Person	\$1,000,000
	Bodily Injury-Each Accident	\$1,000,000
	Property Damage-Each Accident	\$1,000,000
	Property Damage-Aggregate	\$1,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability-	
	Bodily Injury by Accident-Each Accident	\$500,000
	Bodily Injury by Disease-Each Employee	\$500,000
	Bodily Injury by Disease-Policy Limit	\$500,000
(v)	Employment Practices Liability	\$5,000,000
(vi)	Such other insurance coverages as the County may require	

Change to Read:

Form of Coverage

(i)	Property insurance	minimum 80% of insurable value
(ii)	Commercial General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury-Each Person	\$1,000,000
	Bodily Injury-Each Accident	\$1,000,000
	Property Damage-Each Accident	\$1,000,000
	General-Aggregate	\$2,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability	
	Bodily Injury by Accident-Each Accident	\$500,000
	Bodily Injury by Disease-Each Employee	\$500,000
	Bodily Injury by Disease-Policy Limit	\$500,000
(v)	Employment Practices Liability	
	Each Occurrence	\$2,000,000
	Aggregate	\$3,000,000
(vi)	Such other insurance coverages as the County may require	

SECTION 1.10.5: Add to Read: In section (iv) Workers Compensation above, TGMS, as an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. TGMS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 bodily injury by disease each employee, and \$500,000 each policy limit.

SECTION 1.10.6: Add to Read: In the policies described in paragraph (v) above, TGMS shall be listed as named insured and the County shall be listed as additional insured.

SECTION 1.12.1: Reads: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400). Beginning in year two of this Agreement, the monthly compensation shall be subject to an increase based on the Portland Consumer Price Index. In addition to the base compensation, TGMS shall be entitle to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. Incentive compensation shall be paid the first month of the new budget year based upon the net revenue from the previous year per the following formula:

When 90 – 100 percent of the net revenue is achieved TGMS will earn a three (3) percent bonus of the net revenue.

- 100% - 105% of the net revenue is achieved earns a 4% bonus
- 105% - 110% of the net revenue is achieved earns a 5% bonus
- 110% - 115% of the net revenue is achieved earns a 6% bonus
- 115% - 120% of the net revenue is achieved earns a 7% bonus
- 120% - + of the net revenue is achieved earns a 8% bonus

Change to Read: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400). Beginning in year two of this Agreement, the monthly

compensation shall be subject to an increase based on the Portland Consumer Price Index. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. In addition to the base compensation, TGMS shall be entitled to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Incentive compensation shall be paid by the end of the second month of the new fiscal year based upon the net revenue from the previous fiscal year per the following:

- Net proceeds in excess of \$600,000 shall be split 80% to the County and 20% to TGMS. TGMS shall annually agree to Annual Operating Plan which shall outline as specified in 1.7.4 the details of how "net" revenue is calculated.

SECTION 2.3 Delete: Section 2.3 Debt Service

SECTION 2.5 Reads: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this Agreement, the extension periods shall be January through December. This 5 year extension period shall be January 1, 2010 through December 31, 2014 inclusive.

Change to Read: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this agreement after December 31, 2014, this second five year extension shall be five and a half years to accommodate changing from a calendar year to a fiscal year, and shall be January 1, 2015 through June 30, 2020, inclusive. Thereafter, extension periods shall be five years, July through June.

Total Golf Management Services LLC
19586 Kari Ann Court
Oregon City, OR 97045

G. Tolbert
Gordon Tolbert

12/10/2014
Date

CLACKAMAS COUNTY BOARD of COUNTY
COMMISSIONERS by:

John Ludlow, Chair

Date



Laura Zentner, CPA
Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road Oregon City, OR 97045

December 18, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of Contract with Columbia Vista
For the Boulder 2014 Timber Sale**

Purpose/Outcomes	This timber sale meets the objectives of County Parks & Forest and the Forest Management Plan to annually harvest an amount of timber equal to current annual growth for the benefit of providing operating revenue to County Parks. The Boulder 2014 Timber Sale has a harvestable volume of approximately 6.8 million board feet.
Dollar Amount and Fiscal Impact	The anticipated timber harvest revenue to the Forest Management Fund over a three-year period based on the volume bid amount is \$2.675 million dollars.
Funding Source	Columbia Vista was the sole bidder for this sale and met the minimum bid requirements. The Forest Management Fund will receive periodic payments from Columbia Vista under the terms of the contract and based on scaled volume.
Safety Impact	The timber harvest operation meets and exceeds Oregon Forest Practice Rules. A geotechnical firm provided recommendations to minimize the harvest impact to slopes and roads. These recommendations were incorporated into the Boulder 2014 harvest plan to mitigate safety concerns.
Duration	The term of the contract is through November 1, 2017.
Previous Board Action	BCC approved the Boulder 2014 Timber Sale in the July, 29, 2014 study session.
Contact Person	Rick Gruen, County Parks and Forest Manager, x4345
Contract No.	02-14

BACKGROUND:

Business and Community Services, through it's County Parks & Forest Division, owns and manages approximately 3,000 acres of timberland. These income generating timberland assets provides 25-35% of the operating revenue for County Parks & Forest. Due to the location and difficulty of harvest, the Boulder 2014 Timber was designed as a single entry harvest operation. The sale will return approximately 3 years of harvest revenue. As such, the next timber sale to follow Boulder is not scheduled until Fiscal Year 2017/18.

RECOMMENDATION:

Staff recommends the Board approval of Contract 02-14 with Columbia Vista for the Boulder 2014 Timber Sale.

Respectfully submitted,

Laura Zentner
Deputy Director
Business and Community Services

14

TIMBER SALE CONTRACT

Boulder 2014 Timber Sale – Project #02-14

This contract made and entered into triplicate this _____ day of _____, 2014 by and between **CLACKAMAS COUNTY**, hereinafter called "COUNTY," and COLUMBIA VISTA CORPORATION, hereinafter called "PURCHASER," which parties do hereby agree as follows:

Section 1. Sale of Timber. Under the terms and conditions of this contract, COUNTY sells to PURCHASER, and PURCHASER buys from COUNTY, that timber designated and described in Section 40, which timber for all purposes of this contract is hereinafter referred to as "timber." The location of designated timber is shown on Exhibit A. PURCHASER shall pay COUNTY the "purchase price for timber" set forth in Section 45. The purchase price shall be paid to COUNTY in accordance with the payment schedule in Section 43.

This is a sale of timber from "Public lands" as defined in ORS 526.801(5) and may not be exported. The Forest Resources Conservation Amendments Act of 1993 authorizes Oregon and other western States to prohibit the export of unprocessed timber from public lands. PURCHASER must comply with the provisions of the federal act, ORS 526.801-526.831, and Clackamas County Board of County Commissioners Board Order number 92-484 in disposing of COUNTY timber from this sale.

Section 2. Quality and Quantity of Timber. COUNTY makes no guarantee or warranty to PURCHASER as to the quality or quantity of the timber. PURCHASER shall be liable to COUNTY for the total purchase price even if the quantity or quality of timber actually cut, removed, or designated for taking is more or less than that estimated by COUNTY.

Further, COUNTY makes no representation, warranty, or guarantee of the accuracy of any information either provided by COUNTY or made available by COUNTY under the Public Records Law with respect to this contract. PURCHASER agrees to bear exclusive responsibility for, and to accept all risks associated with, the actual conditions on the timber sale area and Purchaser's computation of its bid for this contract. The PURCHASER agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein.

Section 3. Definition of Terms.

Areas of Operations means the locations where PURCHASER performs the operations described in the Contract.

Contract means the entire written agreement between the parties, including but not limited to the Notice of Timber Sale, Invitation to Bid or Request for Proposal, Instructions to Bidders, specifications, terms, and conditions, Exhibits, Operations Plan, change notices, if any, the accepted bid, and the purchase order or price agreement document.

COUNTY means any duly Authorized Representative of Clackamas County. The Clackamas County Forester and any designated sale inspector are duly Authorized Representatives of Clackamas County for all purposes associated with this Contract.

MBF means thousand board feet as normally defined in the forest industry.

Operations mean all the activities conducted by PURCHASER under this contract, including project work, logging, or post harvest activities; or the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual item or the entire contract. The PURCHASER shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

Operations Plan means the document by which PURCHASER notifies COUNTY of the plans and schedule for completing the operations described in the contract. It also contains the names of the subcontractors, Purchaser's Authorized Representatives, and County's Authorized Representatives.

Permit means any permit required by a federal, county, or local government agency before operations under this contract may lawfully begin or continue, including but not limited to an incidental take permit under the federal Endangered Species Act.

Project Location means the points or areas designated as such on Exhibit A and located on the ground by reference to points, stations, natural land features, improvements, or area boundary signs.

Purchaser's Authorized Representatives means the representatives authorized by PURCHASER to receive any notice or instructions from the COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under the contract. Purchaser's Authorized Representatives are identified in the Operations Plan

Timber Sale Area means the area or areas designated as such on Exhibit B and located on the ground by reference to legal subdivisions, monuments, natural land features, improvements, or sale boundary signs. If there is a conflict between the exhibits and/or legal description and monuments, markings or boundary signs, then on-the-ground information shall control and apply.

Work means the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the projects, duties, and obligations, including slash disposal, imposed on PURCHASER by this contract.

Section 4. Examination of Locations and Conditions. It is understood that PURCHASER, before signing this contract, has made a careful examination of all plans and specifications set forth in this contract; that PURCHASER has obtained full information as to the quality and quantity of materials and the character of the work required; and that PURCHASER has made a careful examination of the timber sale area and the location and conditions of work, including sources of supply for materials. COUNTY, in no case, will be responsible for any loss or cost that may be suffered by PURCHASER as a result of Purchaser's failure to be so informed, and PURCHASER acknowledges and agrees that it has not relied on any representation or statement, written or oral, of COUNTY in choosing to enter into this Contract.

Section 5. Title to Timber. During the period of this contract, and any extension, PURCHASER shall have the right to cut and remove timber from the Timber Sale Area. That right shall automatically cease if PURCHASER defaults on the terms of this Contract in any way.

The ownership of and title to the timber shall pass to PURCHASER as the timber is paid for from the timber sale area. Any right of PURCHASER to cut and remove the timber shall expire and end at the time this contract, or any extension, terminates. All rights and interests of PURCHASER in and to the timber and logs remaining on the timber sale area shall, at that time, automatically revert to and revest in COUNTY, without compensation to PURCHASER.

Section 6. Purchase Price, Bond, and Time of the Essence. COUNTY acknowledges that at signing, PURCHASER has provided proof of meeting all conditions related to the performance bond, insurance, first payment, and fully executed contract to COUNTY. PURCHASER shall not commence work on the timber sale area until written notification has been received from COUNTY that all Contract requirements have been met:

- (a) Purchase price for timber: See Section 44
- (b) First payment due at time of contract execution is \$535,067.86 (20% of the bid price) (The bid deposit, \$250,000 shall apply to the amount due).
- (c) Performance bond: \$535,067.86 (20% of bid price)
- (d) Completion date of contract: NOVEMBER 1, 2017

Time is of the essence in this contract. PURCHASER shall complete and fully perform this contract within the time specified in this section, unless extended in accordance with Section 26. PURCHASER may be required to perform uncompleted contractual obligations at a time later than stated above or in Section 26. Notification of these obligations and their completion date will be made in writing by COUNTY.

Section 7. Assignment of Contract. PURCHASER agrees not to assign, transfer, convey, or otherwise dispose of this contract, or any portion thereof, or the right, title, interest, or the power of PURCHASER to execute or perform this contract, to any other person, firm, or corporation, without the previous written consent of COUNTY. Should the contract assignment be approved, it shall be in total, with no rights being retained by original PURCHASER, regardless of any assignment or delegation. COUNTY shall retain Purchaser's performance bond, and PURCHASER shall remain liable for claims as provided in Sections 9, 13, 14, and 15 of this contract.

Section 8. Subletting of Contract. It is understood and agreed that if all or any part of the logging operations or work to be done under this contract is subcontracted, such subcontracting done by PURCHASER shall in no way relieve PURCHASER of any responsibility under this contract. PURCHASER shall notify COUNTY in writing of the names and addresses of each subcontractor, prior to the commencement of any contract work by the subcontractor.

Section 9. Indemnity and Hold Harmless. PURCHASER shall indemnify, defend and hold harmless the COUNTY, the COUNTY Commissioners, their officers, agents, and employees, from all claims, suits, or actions of any nature resulting from or arising out of the acts or omissions of PURCHASER or its subcontractors, agents, or employees under this contract and all applicable laws and regulations. PURCHASER shall indemnify, and hold COUNTY harmless against any liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age

Benefits, including all tax withholding laws, or any penalties, fines, fees, repair obligations or other costs, including attorneys' fees, arising from or related to PURCHASER'S failure to adhere to all applicable laws and regulations.

Section 10. Severability. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Section 11. Waiver. Failure of COUNTY to enforce any provision of this contract shall not constitute a waiver or relinquishment by COUNTY of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

Section 12. Jurisdiction. This contract shall be governed by and construed in accordance with the laws of the STATE of Oregon, as interpreted by the Oregon courts without giving effect to the conflict of law provisions thereof. Any litigation arising out of this contract shall be conducted in the courts of the STATE of Oregon.

Section 13. This section is intentionally left blank.

BONDING AND INSURANCE

Section 14. Performance Bond. PURCHASER shall furnish COUNTY with a performance bond which shall guarantee complete compliance by PURCHASER with the terms and conditions of this contract and the faithful performance of all required obligations. Bonds may be in the form of surety bonds, cash deposits, assignments of surety, irrevocable letters of credit, or other securities determined acceptable by COUNTY. Surety bonds must be written by a surety company authorized to do business in the State of Oregon.

Performance bonds, other than surety bonds, will be retained by COUNTY for a period of 120 days after all work has been accepted by COUNTY per Section 43. Performance Bonds will be released after 120 days, provided no claims are pending. Surety bonds will be released after all work is accepted by COUNTY. The surety company will be liable for any claim filed within the 120 day period.

Section 15. Payment Bond. PURCHASER shall furnish an acceptable surety payment bond, blanket payment bond, or cash to COUNTY as guarantee for payment for timber. The bonds or cash shall be in an amount at least equal to the value of timber estimated to be removed during one-month plus 15 day billing period. In any event, the amount shall not be less than one installment payment as specified in Section 43. Under a payment bond, PURCHASER may then remove timber for a 30-day period, after which time, payment becomes due and owing. PURCHASER shall make cash payment within 15 days following the end of the monthly period. Upon payment for timber removed in the monthly period, the payment guarantee may be applied as a guarantee for a subsequent period.

In no event shall PURCHASER remove timber with a value greater than the amount of the payment guarantee.

Section 16. Insurance. PURCHASER shall secure, at Purchaser's expense, and keep in effect during the term of this contract, the following insurance coverage, in a policy or

policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificates that COUNTY will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy.

The coverage shall be as follows:

- (a) Commercial General Liability Insurance covering personal injury and property damage in an amount not less than \$2,000,000 combined single limit per occurrence with no more than \$5,000 deductible, with a contractual liability to include all contracts involving the work to be performed under this contract.
- (b) Automobile Liability Insurance in an amount not less than \$2,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
- (c) Loggers Broad Form coverage in an amount not less than \$2,000,000 with no more than \$5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of PURCHASER, employees, contractors, agents and others working or acting for PURCHASER.
- (d) Worker's Compensation insurance as statutory required for persons performing work under the contract.
- (e) The insurance policy or policies required under this section, excluding Loggers Broad Form, shall name the COUNTY of CLACKAMAS, the COUNTY Commissioners, their officers, agents, and employees, as additional insured.
- (f) As evidence of the insurance coverage required by this contract, PURCHASER shall furnish a certificate or certificates of insurance including all of the foregoing coverage to COUNTY.
- (g) PURCHASER 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 PURCHASER under this Agreement, unless this requirement is expressly modified or waived by the County.

LAWS AND REGULATIONS

Section 17. Payments, Contributions, and Liens. Under the provisions of ORS 279B.220 PURCHASER shall:

- (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

- (b) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the COUNTY, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Section 18. Permits, Licenses, and Safety. PURCHASER shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and the lawful prosecution of the work. In the performance of the work to be done under this contract, PURCHASER shall use every reasonable and practicable means to avoid damage to property and injury to persons. The responsibility of PURCHASER Stated herein shall cease upon the work being accepted as complete by COUNTY.

Section 19. Workers' Compensation Insurance. PURCHASER shall perform the work to be done under this contract in accordance with the requirements of the Workers' Compensation Law of the STATE of Oregon during the term of this contract. In addition, the PURCHASER, its subcontractors, if any, and all employers providing work, labor, or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and 656.029, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform the work without the assistance or labor of any employee need not obtain such coverage.

Section 20. Medical Care. PURCHASER shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such PURCHASER, of all sums which PURCHASER agrees to pay for such services and all moneys and sums which PURCHASER collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

Section 21. Labor Laws and Prevailing Wages. Insofar as applicable to the work to be done under this contract, PURCHASER shall pay prevailing wages and comply with all STATE and federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS Chapter 279B, which relates to wage rates to be paid on public works. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, except in cases of contracts for personal services as defined in ORS 279A.055. The employee shall be paid at least time and one-half pay:

- (a) For all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

- (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020. Employers must give written notice to employees of the days and hours of required work.

Section 22. Laws, Regulations, and Orders. PURCHASER shall at all times observe and comply with all federal and STATE laws, and lawful regulations issued hereunder, and local bylaws, ordinances, and regulations, which in any manner affect the activities of PURCHASER under this contract. PURCHASER shall observe and comply with all orders or decrees that exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of PURCHASER. If any act of PURCHASER results in the violation of any such law, PURCHASER shall be responsible for remedying the violation as follows: by paying any and all fines, penalties, or citations; by immediately stopping any act, or, when such violation is caused by failure to act, by immediately acting in a compliant manner and by returning the COUNTY's property to a status that is fully compliant with all applicable laws.

PURCHASER's duty to comply with all laws expressly includes, but is not limited to, Federal laws dealing with environmental issues such as the Clean Water Act, the Clean Air Act, the Endangered Species Act, the Federal Land Policy and Management Act, the National Environmental Policy Act and Oregon laws applicable to the subject matter of this contract including the rules and regulations of the Oregon Forest Practices Act, Oregon State Board of Health and the Environmental Quality Commission relating to the protection of soil, air and water resources.

MATERIALS AND IMPROVEMENTS

Section 23. Materials from COUNTY Property. PURCHASER shall not take, sell, use, remove, or otherwise dispose of any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights-of-way, gravel pits, rock quarries, or other property owned by or held by COUNTY, unless authorized by this contract or written consent of COUNTY.

Section 24. Materials and Improvements. Title to materials, improvements, and other property required of PURCHASER by this contract, shall vest in and become the property of the COUNTY at the time such are furnished by PURCHASER and accepted by the COUNTY. Only materials, improvements, and property free and clear of liens, claims, and encumbrances shall be furnished by PURCHASER.

All existing improvements located on COUNTY land and any improvements placed on COUNTY land by PURCHASER which become the property of the COUNTY, including roads, shall be safeguarded by PURCHASER, and if injured or damaged by PURCHASER or by contractors or agents of PURCHASER, shall be repaired as soon as possible under existing conditions by PURCHASER, without cost to the COUNTY.

Section 25. Removal of Equipment and Materials. Upon completion of the requirements of this contract, PURCHASER shall promptly remove from the timber sale area and work

location, and other property owned or controlled by COUNTY, all equipment, materials, and other property PURCHASER has placed or caused to be placed thereon that is not to become the property of COUNTY. It is agreed that any such equipment, materials, and other property that are not removed, shall become the property of COUNTY and may be used or otherwise disposed of by COUNTY without notice or obligation to PURCHASER or to any party to whom PURCHASER may attempt to transfer title. Nothing in this section shall be construed as relieving PURCHASER from an obligation to clean up and to burn, remove, or dispose of debris, waste materials, and such, in accordance with the provisions of this contract. To the extent COUNTY experiences any cost from the cleanup or removal of any property left on the work site, PURCHASER shall be responsible for such costs and shall promptly pay COUNTY after receipt of an invoice for the same.

EXTENSIONS, MODIFICATIONS, AND DEFAULT

Section 26. Causes Beyond Control. In the event PURCHASER is prevented by a cause or causes beyond reasonable control of PURCHASER from performing any obligation of this contract, such nonperformance shall not be deemed to be a breach of this contract such as to render PURCHASER liable in damages therefore or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, PURCHASER shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control," is defined as any one or more of the following causes affecting operations of PURCHASER: fire or other casualties and accidents; strikes, riots, and civil commotions; war and acts of public enemies, including terrorism; storms, floods, and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of PURCHASER.

Section 27. Extension of Time. An extension of time for performance of this contract may be made by COUNTY only upon written request from PURCHASER, and with the written consent of an extension of the security by the surety of PURCHASER. In addition to the cause or causes beyond the reasonable control of PURCHASER specified in Section 26, the extension under this section may be granted because of PURCHASER'S participation in priority salvage operations on other COUNTY lands which did not exist prior to the date of this contract.

If none of the above conditions apply, COUNTY may, at its option, grant an extension of time when it is in the best interests of COUNTY. Market conditions shall not be considered a reason for extension under this section.

A written request must be received by COUNTY not later than 30 days prior to the expiration date of this contract, unless the cause for delay in performance occurred within the 30 days prior to the expiration of the contract; in which event, written application must be made prior to the expiration date. The written request for extension shall state the date to which the extension is desired, the area of the sale to be extended, and the reason(s) why the extension is necessary.

COUNTY will make the final determination as to whether the reasons given for nonperformance by PURCHASER shall be grounds for an extension including whether or not a cause was beyond the reasonable control of PURCHASER. If COUNTY

accepts the reason(s) for extension, COUNTY may grant an extension of time, not to exceed one year, subject to one or more of the following conditions:

- (a) COUNTY may require payment at the time of the extension of the full amount of the unpaid balance of the purchase price. In the case of scale or recovery sales, such payment will be an advance deposit, based on remaining volume, as estimated by COUNTY.
- (b) In lieu of full payment, if PURCHASER is not otherwise in arrears in required payments, COUNTY may grant additional time for payment of the unpaid balance. Such granting of additional time for payment shall require PURCHASER to make installment payments based on timber removal as required by Section 43 of the contract, and pay an interest charge on all payments received after the original expiration date.
- (c) COUNTY may require completion of certain requirements of the contract, such as fire trail construction, snag felling, slash preparation work on logged portions of the sale area, and road construction or maintenance.
- (d) Payment of an extension fee as determined by COUNTY. Such fee will be based upon the loss of production, extra reforestation costs, brush control costs, slash disposal costs, or other costs which may be caused by the extension.
- (e) COUNTY may waive requirement for full payment, or payment of interest charge on unpaid balance, when, in the opinion of COUNTY, extenuating circumstances warrant such waiver or the extension is of benefit to COUNTY.

Section 28. Contract Modifications. COUNTY reserves the right to make, at any time during the contract, such modifications as are necessary or desirable; provided such modifications shall not (i) change the character of the work to be done; (ii) increase the cost, unless such work or cost increase is approved in writing by PURCHASER, or (iii) change the Timber Sale Area. Any modifications so made shall be in writing and shall not invalidate this contract nor release PURCHASER of obligations under the performance bond. PURCHASER agrees to do the modified work as if it had been a part of the original contract.

Section 29. Adjustment of Contract. Notwithstanding any other provisions of this contract, COUNTY may, pursuant to Oregon law, make adjustments in the contract when major catastrophes materially affect the volume and value of timber, or work to be done under the contract. Examples of major catastrophes can be windstorms, floods, fire, or other acts of God, which are beyond the control of PURCHASER and in no way connected with negligent acts or omissions of PURCHASER, its officers, employees, agents, or subcontractors. Market conditions will not be considered a reason for contract adjustments. Such adjustments may be made to place the parties in their original status under the contract insofar as possible. If not possible, the COUNTY may at its option (i) terminate the Contract, or (ii) enter into negotiations with PURCHASER to adjust the Contract to reflect the adjusted basis of the bargain.

Section 30. Violations, Suspensions, and Cancellation. If PURCHASER violates any of the provisions of this contract, COUNTY may, after giving written notice, suspend any further operations of PURCHASER under this contract, except those operations necessary to remedy any violations.

If PURCHASER fails to remedy any violations of this contract within 10 days after receipt of the suspension notice given under this section, COUNTY may, by written notice, cancel this contract and take appropriate action to recover all damages and expenses suffered by COUNTY by reason of such violations, including application of any advance payments and any performance bonds toward payment of such damages.

If PURCHASER cuts or removes any of the timber under this contract during any period of suspension, or if PURCHASER cuts any of the timber after the expiration of the time for cutting or the cancellation of this contract, such cutting or removal shall be considered a willful trespass and render PURCHASER liable for treble damages in accordance with applicable Oregon law.

COUNTY shall have the authority to suspend the activities of PURCHASER and contractors of PURCHASER, wholly or in part, under this contract for such period or periods necessary due to fire hazard conditions or other severe weather occurrence.

Section 31. Termination. The parties agree that the COUNTY may terminate this Contract for any of the following reasons:

- (a) Breach of the terms of the Contract as set forth in Section 30;
- (b) The occurrence of a Cause Beyond Reasonable Control;
- (c) In the event COUNTY determines this contract may jeopardize the continued existence of a species presently, or subsequently, listed as threatened or endangered pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1536, 1538-1540), or ORS 496.172 to 496.192, COUNTY may terminate this contract in whole or in part.

In the event of termination or partial termination, PURCHASER agrees that its sole and exclusive remedy shall be the sum of:

- (a) The value of any project work completed but not yet credited through amortization;
- (b) The estimated expenditures for felling, bucking, lopping, skidding, and decking any products so processed, but not removed from the sale area; and
- (c) The actual expenses involved in acquiring and holding this contract.

Cost and expenditure estimates for items listed in (a) and (b) shall be based upon COUNTY'S appraisal for the sale. Actual expenses in (c) do not include lost profits, replacement costs of timber, or any other consequential damage suffered by PURCHASER. PURCHASER agrees to provide receipts or other documentation to COUNTY which clearly identify and verify actual expenditures.

In the event of termination of this contract, in whole or in part, by COUNTY for any reason, PURCHASER agrees that the liability of COUNTY shall be limited to the express remedies contained in this provision.

Section 32. Debt Limitation. To the extent COUNTY may incur any financial obligation under this Contract, this Agreement 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.

Section 33. [Intentionally Blank]

NOTICES, PLANS, AND INSPECTIONS

Section 34. Work Responsibility and Acceptance.

Prior to the completion and final acceptance of work, PURCHASER shall be held responsible for, and shall correct any injury or damage to, the work or any part of the work, from any cause whatsoever, unless adjustment is made pursuant to Section 27.

COUNTY shall make final inspection of work done by PURCHASER within ten (10) calendar days after written notification is received by COUNTY from PURCHASER stating that the work is completed. Following inspection, COUNTY will notify PURCHASER of acceptance in writing. If the work is not acceptable to COUNTY, COUNTY shall advise PURCHASER in writing of the particular defects to be remedied before final acceptance by COUNTY can be made.

Section 35. Notices. Any written notice to PURCHASER which may be required under this contract to be served on PURCHASER by the COUNTY may be served on to PURCHASER or designated representative(s) by mailing the notice to the address of PURCHASER as is given in this contract, or by leaving the notice at said address. Should PURCHASER be required to notify COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which PURCHASER may have regarding the contract subject matter, or for any other reason, that notification is to be made in writing and delivered or mailed to the designated representative of COUNTY.

Section 36. Authorized Representative. During any period of logging operations or activity on the timber sale area, and during any period of work performance required by this contract on location, PURCHASER shall have a designated representative(s) available to COUNTY on the timber sale area or work location, or both, where such activity is separated. The representative(s) shall be authorized to receive any notice or instructions from COUNTY on behalf of PURCHASER and to take any action required in regard to performance of PURCHASER under this contract. COUNTY shall designate a field representative(s) who shall be authorized to receive notices, inspect progress of the work, and issue instructions in regard to performance under the terms of this contract. Authorized representatives of COUNTY and PURCHASER shall be designated in the Operations Plan required by Section 38.

Section 37. Inspection. COUNTY, through its authorized and designated representative, shall at all times be allowed access to all parts of the logging operations and work locations of PURCHASER, as may be required to make a complete and

detailed inspection. COUNTY shall be furnished such information and assistance by PURCHASER, or the designated representative(s).

Section 38. Operations Plan. PURCHASER shall prepare an Operations Plan for all operations to be conducted under this contract and submit the plan to COUNTY at least five (5) calendar days prior to commencement of any work. This plan shall be prepared on a form provided by COUNTY and shall be used for all types of operations, including project work, logging, and post harvest requirements. COUNTY may require an on-site meeting prior to approval of the Operations Plan, attended by PURCHASER, subcontractor, and COUNTY representatives. County's approval of the Operations Plan must be obtained prior to commencement of any operation, and PURCHASER must comply with this plan. PURCHASER shall notify COUNTY whenever operations will be inactive for more than three days, and again when operations will be resumed.

Upon approval by COUNTY, the Operations Plan will automatically be incorporated into, and made part of, this contract. PURCHASER'S strict compliance with the Operations Plan, as approved by COUNTY, is a material condition and covenant of this contract.

Any changes to the plan must have COUNTY prior approval in writing. PURCHASER shall comply with all provisions of the Operations Plan in accordance with the Oregon Forest Practices Act.

TIMBER SALE AREA

Section 39. Timber Sale Area. The timber sale area is located on Exhibit "A" of this contract.

PURCHASER shall be exclusively responsible for any taking of timber, infliction of damage, or trespass beyond the boundaries of the timber sale area resulting from any activities of PURCHASER. Any trespass resulting from the acts or omissions of PURCHASER will be deemed a breach of this contract. For said trespass and breach, PURCHASER shall pay the COUNTY the following damages:

- (a) Treble the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if Purchaser's acts or omissions are willful or intentional; or
- (b) Double the contract value, as defined in Section 45, "Log Prices," for each species involved in the trespass, if Purchaser's acts or omissions are not willful or intentional.

Section 40. Designated Timber. In accordance with Section 1, the following is designated timber.

- (a) All trees within the timber sale boundaries as marked on the ground and shown in Exhibit "A" shall be harvested except any trees behind riparian buffer boundaries as marked on the ground and shown in Exhibit "A".
- (b) Trees on County property but not within the timber sale boundaries shall not be harvested, unless instructed otherwise by the COUNTY.

Section 41. Protection of Markings and Monuments. PURCHASER shall not remove, alter, damage, or destroy any signs, posters, markings, land survey corners, witness trees, or corner reference tags pertaining to the timber sale or land survey. Should such damage or disturbance occur, PURCHASER shall report it to COUNTY within 24 hours of the incident, and shall prevent any further damage or disturbance from occurring. PURCHASER shall be responsible for the re-establishment of legal subdivision markers or monuments damaged by purchaser's activities. COUNTY may reestablish such markers or monuments and bill PURCHASER for the expense incurred. In the event it is necessary to disturb any legal land survey corner in order to conduct any activity under this contract, PURCHASER shall notify COUNTY. PURCHASER shall not disturb any corner until COUNTY has referenced or otherwise preserved the corner.

Section 42. Simultaneous Use of Area. COUNTY reserves the right to issue written authorization to others to use the timber sale area or access roads provided that, in the determination of COUNTY, such use will not materially interfere with the operations of PURCHASER. During the period of this contract, COUNTY reserves the right to sell any products or materials from the timber sale area, provided that the products or materials are not covered by this contract and that removal will not materially interfere with the operations of PURCHASER. PURCHASER shall not interfere with the use of roads by other authorized users. PURCHASER shall not be held liable for any acts, omissions, or neglect of authorized simultaneous users.

PAYMENTS AND ACCOUNTABILITY

Section 43. Payment Schedule. The purchase price for timber sold under this contract shall be paid in advance as follows:

The first payment shall be paid within 30 days of the sale award or before operating, whichever is first. First payment shall be 20 % of the total estimated bid value. The total estimated bid value will be the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the estimated value of no bid species). Cash bid deposits will be applied to the initial payment.

Subsequent payments shall be made in advance of timber removal, and as described in the payment schedule. The total estimated bid value is the sum obtained by multiplying estimated timber volumes by the prices given in Section 45 (including the value of hardwoods). PAYMENT SCHEDULE:

- (a) Logging progress payments shall be made by PURCHASER for timber removed under this contract in a manner that maintains at all times a 20% reserve of the total estimated bid value until the full bid price is paid. Logging progress payments will be determined by scale reports as required in Section 47 of the Contract, or as determined by the County Forester.
- (b) Regardless of logging progress, the following payment schedule shall be met:
 1. Twenty percent (20%) of the bid price must be paid at the time of contract signing. The bid deposit, if cash or check, shall apply to this payment.

2. An additional thirty percent (30%) of the bid price including logging progress payments, must be paid by June 1, 2015.
3. An additional twenty-five percent (25%) of the bid price including logging progress payments must be paid by June 1, 2016.
4. The payment for the sale must be paid by November 1, 2017

Total purchase price shall be calculated after all log scale is reported by multiplying prices in Section 45 by scaled volume. COUNTY will refund any advance payment in excess of total price, or PURCHASER shall pay any deficit within 10 days of notice.

Section 44. Payments and Interest. Payments required of PURCHASER by this contract or modifications of this contract shall be received by COUNTY within the time period stated on the instrument requesting payment from PURCHASER.

Payments received after the due date stated on the billing instrument may be subject to an interest charge. The interest rate applied to overdue payments will be the prime interest rate in effect on the day the payment became delinquent, as established by US Bank, Ladd and Bush Branch or such other similar institution as may be designated by the County Forester, plus four percent (4%) per annum, compounded monthly. Interest will be calculated from the date of the original billing to the date payment is received by the COUNTY Forest Program Forester.

Section 45. Log Prices. The following price schedule shall apply for all designated timber; and payment shall be for NET log scale, unless noted. See Sealed Bid Form – Exhibit “A”.

Log prices shall be:

Douglas-fir	\$ 400.00
Hemlock, noble fir and grand fir	\$ 320.00
Red alder	\$ 400.00
Big leaf maple	\$ 175.00
Western red cedar	\$ 850.00
Utility (pulp) logs, adjusted gross scale	\$ 50.00
Pulp or firewood by weight	\$ 5.00 /ton

Conifer species not named will be the same price as hemlock.
Hardwood species not named will be the same price as big leaf maple.

Section 46. Log Removal. All logs defined below shall be removed as designated timber under this contract, at prices given in Section 45.

- (a) Any conifer log that conforms to grading rules for peeler or sawmill grades and meets or exceeds both of the following minimum requirements: five inches (5") in gross scaling diameter, containing ten (10) board feet (net).
- (b) Any conifer log that meets the specifications of utility grade or special cull grade.
- (c) Any hardwood log containing twenty or more (20) board feet.

For purposes of log removal requirements, minimum net log volume shall be determined by the net volume of the full log length rather than the volume of individual segments.

Other logs may be removed from designated timber sale area under this contract at prices given in Section 45.

Log grades are defined in the Official Log Scaling and Grading Rules published by the Northwest Log Rules Advisory Group in effect at the time logs are scaled.

PURCHASER shall not deliberately buck logs to reduce log sizes to less than minimum requirements for merchantable logs, and shall take reasonable precautions to prevent breakage losses in felling and yarding. Log lengths shall be adjusted to secure the most utilization of merchantable timber.

Section 47. Log Accountability By Log Load Receipts. PURCHASER shall completely and accurately fill out all portions of a multipart, serially numbered log load receipt before each truck leaves the landing area. PURCHASER shall require the truck driver of each load of logs to sign the log load receipt. PURCHASER shall staple the load receipt and scaler receipt parts to the load as instructed on the log load receipt directions and as directed by COUNTY. PURCHASER shall require the scaler to record the log load receipt number on the scale ticket that is signed by the scaler, and to attach the scaler's receipt part to a copy of the scale ticket and mail to COUNTY on the date scaled.

COUNTY will issue PURCHASER sufficient books of serially numbered log load receipts to cover not over 30 days of operation, as determined by COUNTY. PURCHASER shall sign a receipt for each book of receipts and be fully accountable for all serially numbered woods and scaler receipts tickets. PURCHASER shall retain all woods receipts in each book and return to COUNTY as soon as all receipts in each book have been used. Unused books or portions of books shall be returned to COUNTY during sale inactivity over 30 days, and at the completion of timber removal from the sale area.

PURCHASER shall account for each and every serially numbered log load receipt, and shall pay damages to COUNTY for all log load receipts not accounted for by proof of scaling. Damages shall consist of full stumpage rate for each missing receipt, on the basis of average volume of the ten (10) largest loads of logs scaled from the sale area, charged at the highest species rate.

PURCHASER shall not intermingle COUNTY timber or logs designated by this contract with any other timber or logs before log scaling occurs, unless otherwise approved by COUNTY.

Section 48. Log Measurement.

Scaling Locations, Rules, and Organizations. All logs from timber sold under the terms and conditions of this contract shall be:

- (a) Scaled at scaling locations approved by COUNTY;
- (b) Scaled by a third-party scaling organization with a current agreement with COUNTY unless otherwise approved by COUNTY; and

- (c) Scaled using the Official Log Scaling and Grading Rules (as adopted by the Northwest Log Rules Advisory Group) and COUNTY special service scaling instructions in effect at the time the logs are scaled. Utilization scale shall be handled in accordance with Section 52. Scaling of hardwood loads is required.

PURCHASER shall enter into a written agreement with a third-party scaling organization for the scaling of logs removed from the timber sale area. PURCHASER shall furnish COUNTY with a copy of the scaling agreement upon request. Logs shall not be delivered unless an authorized third-party scaling organization scaler is available to scale load. COUNTY may, at its sole discretion, approve scaling by employees of hardwood sawmills, if third party scaling is not available at said mill.

PURCHASER shall provide COUNTY with remote check scaling opportunities for logs scaled under this contract.

In the event scaling is suspended for any reason, hauling operations shall be immediately suspended until approved alternate scaling services are provided, or service by the scaling organization is resumed.

Cost of Scaling. All costs of scaling and all costs in connection with reports furnished and delivered to COUNTY shall be paid by PURCHASER.

PURCHASER shall require the scaling organization to furnish copies each week to COUNTY of all scaled certificates showing gross and net volumes, by species and grade, of all logs scaled during the week. Upon request by COUNTY, PURCHASER shall also require the scaling organization to furnish and attach a log detail listing to each weekly scale certificate showing all COUNTY logs included on the certificate.

Scaling Instructions. PURCHASER agrees that COUNTY will provide instructions to the approved third-party scaling organization for the scaling practices to be used for timber removed from the timber sale area. Instructions will conform to the terms of this contract, including special scales as necessary. PURCHASER shall acknowledge and sign such instructions and will receive a copy.

Minimum Products Specifications and Special Scale information are shown in Section 46.

Logs Damaged During Handling. Mechanical damage to logs shall be prevented during log loading, unloading, and roll-out. Deductions for damage occurring during these operations will not be allowed.

Add-Back Volume. Scaling deduction for deterioration due to abnormal delay in removal of logs from the sale area will not be allowed in determining net volume. Volume of material deteriorated due to delay in removal will be reported to COUNTY and paid for at the contract price. Cost for separate reports shall be paid by PURCHASER.

Conversion Factors. COUNTY may approve the use of appropriate conversion factors, sample scaling techniques, and measurement by weight when such methods are a more practical means to measure the timber and logs sold by this contract. Measurement for

converting factors, random sample determination, and weighing of the products shall be done by an approved independent third party or COUNTY employee.

Section 49. Log Branding. Every log removed from the timber sale area by PURCHASER shall be clearly branded using **COUNTY Brand, CC 1**, and painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint, (supplied by PURCHASER, brand of paint approved by the County), unless otherwise approved in writing by COUNTY. Paint should be applied on both ends of the logs if possible. COUNTY may issue PURCHASER one or more branding hammers registered to COUNTY. PURCHASER shall use only those brands issued or approved by COUNTY for timber sold under this contract. Only those brands issued by COUNTY for use on timber sold under this contract shall be allowed on the sale area at any time.

When branding and painting of all logs is impractical because of the small size of the logs and number per load, COUNTY may give written authorization for use of a combination of brands and paint. In this case, at least half of the logs shall be branded, and all logs shall be painted with a minimum two inch (2") diameter spot of HIGHLY VISIBLE GREEN paint.

In addition, PURCHASER shall brand and paint all logs left singly or in decks along rights-of-way, and shall brand and paint all logs yarded and left on landings after termination of operations each day. PURCHASER shall make every effort to remove logs from roads or landings within a reasonable period of time, and agrees to notify COUNTY in advance of intention to leave logs decked along roads or on landings for more than 96 hours. COUNTY may scale such decked logs, and PURCHASER shall be responsible for the costs of such scaling and for any loss due to theft or deterioration.

When the brand registered to COUNTY is issued, PURCHASER agrees to sign a receipt for those branding hammers and to return them in good condition within 14 calendar days of completion of log hauling. PURCHASER shall pay a fee of \$50 to COUNTY for each branding hammer returned to COUNTY in damaged and unusable condition, or \$100 for each branding hammer not returned within the time specified by COUNTY.

Section 50. Hauling and Operating Time Restrictions. PURCHASER shall not operate heavy trucks into or out from the sale area on weekends, COUNTY observed holidays, or outside the hours of 5:00 a.m. to 9:00 p.m. daily, without notification and prior approval by COUNTY. On Friday nights, Purchaser shall not operate heavy trucks after 6:00 PM. Vehicles operating loaded or unloaded through residential areas shall travel slowly and operate as quietly as reasonably possible, especially before 8 AM. COUNTY reserves the right to stop hauling for one week in August each year to recognize a long-term agreement with a neighbor. All these provisions will be strictly enforced.

Section 51. Route of Haul. PURCHASER shall furnish to COUNTY, at the time of making request for scaling approval, a map showing the scaling location and the precise route of haul which will be used to haul logs from the sale area to the scaling location. Such route of haul will be the most direct haul route between the two points, unless another route is approved by COUNTY. The route of haul may be changed only with advance notice to and approval by COUNTY.

Upon loading at the sale area, a log load shall be directly hauled to an approved scaling location, if required to be scaled. No storing of log loads for delayed delivery will be allowed, without prior approval from COUNTY.

Section 52. Utilization Scale. COUNTY shall scale logs or portions of logs that are broken, wasted, or not removed by PURCHASER due to:

- (a) Improper felling or bucking of the logs;
- (b) Failure to remove the logs prior to deterioration; or
- (c) Logs remaining on the sale area after completion of logging, provided the logs were merchantable prior to breakage or wastage. PURCHASER shall pay for the logs at the contract price designated in Section 45. COUNTY shall notify PURCHASER of the volume of logs so scaled. Payment shall be considered due on such volume as if the logs were removed on the date of said notification.

In the event PURCHASER disagrees with the findings made by COUNTY under this section, PURCHASER may furnish scaling by a third-party scaling organization acceptable to COUNTY. Costs and expenses of such third party shall be paid for by PURCHASER, and the findings of the third party shall be final.

Section 53. Special Products. PURCHASER shall not sell special products from the sale area, or allow firewood, shake, or post cutting, or any other special product manufacturing on the sale area without prior written approval of COUNTY. If COUNTY grants approval for special product manufacturing, PURCHASER shall make satisfactory arrangements for measurement of the products. Special products are any products not in log form manufactured from material having a price under the contract.

Section 54. Access. Purchaser shall use Country Club Road to access the sale. The use of access roads shall be limited to that necessary to carry out the terms and provisions of this contract. Except as otherwise provided for in this contract, PURCHASER shall have the right of access over, in and through the timber sale area for the purpose of cutting and removing the timber or performing the work to be done. PURCHASER in so using, improving, or constructing roads shall at no time have an interest in the land, other than the right of access. PURCHASER shall comply with all applicable terms and conditions of any access documents described in the provisions of this contract, which are by this reference made a part of this contract.

Section 55. New Road Construction. If the scope of PURCHASER'S work includes the construction of any road on the COUNTY's property, PURCHASER shall design and construct the road in a manner that is consistent with logging industry standards and practices. In addition, PURCHASER shall ensure that all road design and construction includes a sufficient number of culverts in areas where drainage is necessary, and that the road design and construction does not result in an inappropriate amount of erosion or sediment so as to cause impacts on water quality.

Section 56. Road Maintenance. Purchaser's responsibility for normal road maintenance commences with Purchaser's first use of a road for any activity under the contract. Purchaser's responsibility will continue through any active periods until final acceptance

of the road maintenance for this sale is made by COUNTY. Road to be maintained shall include the public and private segments of Country Club Road south from the point at which the pavement begins to the bridge over Boulder Creek, the BLM road from the bridge south to COUNTY property and all roads on COUNTY property.

During periods of PURCHASER's use, the public and private segments of Country Club Road shall be maintained to a surface condition suitable for passenger cars, free from potholes, mud and ruts. The road shall be kept dust-free when used by log truck traffic. Purchaser's responsibility to maintain this road will be strictly enforced.

Normal road maintenance is required for all other existing roads used for any activity under this contract. A road which is constructed or reconstructed by PURCHASER shall assume the status of an existing road upon acceptance in writing by COUNTY.

Normal maintenance includes work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures, as follows:

- (a) PURCHASER shall maintain the existing cross section of dirt or graveled roads by blading and shaping the surface and shoulders. Banks shall not be undercut. Established berms shall be maintained. Additional berms shall be placed where needed to protect fills. COUNTY may require cross ditching on certain roads.
- (b) PURCHASER shall perform all cleanups including the removal of bank slough, minor slides, and fallen timber. This material shall be deposited at a location identified by COUNTY. PURCHASER shall replace material eroded from fill slopes and clean out drainage ditches and culverts.
- (c) PURCHASER shall patch and place additional rock on gravel road surfaces as necessary to repair damage and restore the road, as requested or directed by the COUNTY.
- (d) PURCHASER shall remove brush or tree growth which encroaches on the road and develops during the contract period. Herbicides may be used only with written authorization of COUNTY.
- (e) In addition to normal maintenance PURCHASER shall maintain Country Club Road from the bridge to Hwy 26 in a condition free of potholes, ruts, dust and mud during times of active hauling. It is anticipated that this requirement may require daily or more frequent water spray applications to the road during periods of dry weather. Permits for this maintenance may be required from the County Planning Department. PURCHASER shall obtain such permits, if required.
- (f) Rock may be taken from the County's Brightwood rock pit for use on roads related to this timber sale at no cost to PURCHASER except for loading and hauling.

While performing normal road maintenance work, PURCHASER shall not contaminate gravel or bituminous road surfaces by covering or mixing earth or debris from ditches,

slides, or other sources. PURCHASER shall not blade any of the surface road material from the roads.

While performing logging operations, PURCHASER shall minimize damage to ditches, cut banks, fill slopes, and road surfaces. Where damage does occur, PURCHASER shall restore the road to its original condition, as directed by COUNTY.

All roads in the sale area shall be kept free of obstructions and maintained in a condition that permits ongoing travel during the operation, unless otherwise approved by COUNTY.

Prior to any inactive periods, drainage systems on the roads and landings will be reestablished so that:

- (a) Exposed soil will not erode into waters of the State; and
- (b) Drainage water will not saturate fills.

During active periods, PURCHASER is responsible for maintenance needs that are caused by public use of the road and that can be accomplished under the terms of normal maintenance. Upon written approval from COUNTY, PURCHASER may restrict use of the roads by others. Measures may include signing, gating, or blocking off the road. Approval of measures by COUNTY does not relieve PURCHASER from normal maintenance responsibilities during active periods in the event that such measures do not restrict vehicular traffic.

Upon written acceptance of road maintenance at the end of the active period, PURCHASER will not be required to perform normal road maintenance during the inactive period. Upon resuming activity, PURCHASER shall resume maintenance.

HARVESTING OPERATIONS

Section 57. Felling. PURCHASER shall comply with the following requirements for felling:

- (a) Fell all trees within the sale area as described in this contract.
- (b) Tractor skid roads and loader roads will be designated on the unit prior to any felling. All skid roads, skyline roads and landings shall be marked on the setting by PURCHASER and approved by COUNTY prior to any felling.
- (c) Trees shall not be felled across the Timber Sale Area boundaries, unless previously authorized in writing by COUNTY. Any trees that fall across sale boundaries shall be yarded back into the Timber Sale Area prior to limbing or bucking.

Section 58. Protection of Soil. In those sale areas, or portions thereof, where ground yarding has been approved in the Operations Plan, PURCHASER may use ground yarding equipment, cable systems, or a combination of these for yarding logs, subject to the following restrictions.

- (a) This timber sale will require either multi-span skyline yarding or helicopter yarding of certain areas. Further, other areas will require downhill skyline yarding. PURCHASER shall provide appropriate equipment and knowledgeable operators so as to minimize damage to COUNTY's property and the waters of the State. PURCHASER's logging plans will require approval of COUNTY before logging begins.
- (b) When ground yarding is used, PURCHASER must use the type of ground yarding equipment as specified in SPECIAL CONDITIONS, Section 63. However, PURCHASER must limit skid roads and trails used to ten percent (10%) or less of the ground yarded area and restrict equipment operations to these skid roads and trails.
- (c) Pre-existing openings within the stand, existing skid roads and/or trails shall be used whenever possible; and soil disturbance, or construction of new skid roads and trails shall be limited to that necessary to log the area. Total area of soil disturbance of old and new skid roads and trails used shall not exceed ten percent (10%) of the ground yarded area.
- (d) Ground yarding equipment shall not operate under conditions where soils are rutted or excavated to a depth of eight inches (8") or more.
- (e) Ground yarding equipment shall not operate on slopes greater than 35%. Written approval may be granted for short distances on slopes **exceeding 35% when, in the opinion of COUNTY, it would be** unreasonable to yard by pulling line.
- (f) Ground yarding will be permitted on haul roads, only when authorized by the COUNTY in writing.
- (g) Prior to the beginning of felling operations, PURCHASER shall mark the locations, on the ground, of all major skid roads and skyline roads, subject to COUNTY approval. Felling shall be "to lead" to those marked trails and those trail locations adhered to, unless otherwise approved in writing by COUNTY.

If the above conditions are not met by PURCHASER, COUNTY at its option reserves the right to require either or both of the following:

- (a) Suspend yarding, require PURCHASER to mark skid trails and roads on the ground, and obtain prior approval before resuming yarding activities.
- (b) Suspend yarding during portions of the year when soil moisture is critical as determined by the COUNTY.

Time lost while COUNTY exercises any of the above options shall be considered cause for contract extension.

Section 59. Damage to Reserved Trees. Reserved trees are those trees on the timber sale area, or on adjoining COUNTY property, which are not sold to nor are to be cut by PURCHASER. If damage to reserve trees occurs and is determined unavoidable by

COUNTY; or results from activities approved in the Operations Plan, then no charge will be made for damage.

If Purchaser's activities result in avoidable damage to reserved trees as determined by COUNTY, PURCHASER shall pay for such trees at the following rates:

(a) Single the contract value shall be paid when:

- (1) "Minor damage" to reserved trees occurs during the course of normal logging. Minor damage is defined as bark removed down to the cambium layer of a tree, such removal affecting at least twenty-four (24) square inches, but less than damage defined as "major damage."
- (2) Trees must be cut in order to facilitate contract operations, or for safety around landings, as approved in writing by COUNTY.

(b) Double the contract value shall be paid when:

- (1) "Major damage" to reserved trees is caused by operations of PURCHASER. Major damage is defined as bark removed down to the cambium layer over an area of the bole which has one dimension (height or circumference) greater than the diameter of the tree, or any visible bark removal on the tree roots.
- (2) Tree top is knocked out.
- (3) More than 50 % of live crown is removed.

For each species sold on a recovery basis, contract value is defined as the price per MBF listed in Section 45.

For species sold on a lump sum basis, the contract value for each species shall be determined by using county's timber appraisal value (prior to amortization of project costs), multiplied by the bid-up factor for the sale.

COUNTY may direct damaged trees to be left. In that case, payment for damage to reserved trees will be reduced by single the contract value of such trees.

The payment for reserved trees shall not release PURCHASER from liability for other damage to the property of COUNTY.

If more than ten percent (10%) of the conifer reserved trees suffer "minor damage," or if any conifer reserved trees suffer "major damage" as defined, COUNTY reserves the right to:

- (a) Suspend felling and/or yarding until corrective measures have been agreed upon by COUNTY and PURCHASER.
- (b) Require limitations on log length and/or the number of logs in each yarding turn.

- (c) Specify the size and type of equipment to be used.
- (d) Receive appropriate compensation for COUNTY damages and remedy efforts, including staff time spent addressing the issue.

Section 60. Damage to Reforested Areas. The nature of this timber sale will result in considerable damage to existing reforested areas. PURCHASER and COUNTY shall jointly plan how logging will proceed and how extensive the damage to reforested areas will need to be. PURCHASER may be charged for damage outside that allowed in the logging plan at the rate of \$3.00 per tree.

Section 61. Fire Trails. No fire trails are required under this contract.

Section 62. Project Work. PURCHASER shall complete the following projects in accordance with specifications provided and instructions from COUNTY. Project locations are shown on Exhibit B unless otherwise described. PURCHASER shall furnish all material unless otherwise specified.

PURCHASER shall deliver 250 tons of firewood logs of appropriate size and quality to Barton Park as required by Section 71. At least 100 tons of these logs shall be delivered before July 1, 2016.

PURCHASER shall construct any stream crossings in conformance with the Oregon Forest Practices Rules. Due to the nature of the streams in this timber sale area, stream crossings may need to be removed each fall. Fill at stream crossings will be strictly limited to clean rock without soil.

PURCHASER shall construct a road in the approximate location of a flag-line (blue and white polka dot ribbon and white and orange striped ribbon) marked on the ground and shown on the Exhibit "A". The road shall be the minimum width and length necessary to log the sale.

There are no other projects required by this contract.

PURCHASER shall comply with all applicable terms and conditions of any access documents set forth in the provisions of this contract, which are by this reference made a part of this contract. The following access documents pertain to this contract.

SPECIAL CONDITIONS

SECTION 63. Tractor Yarding. Tractor yarding shall not be used on slopes over 35%.

SECTION 64. Yarding Equipment.

- (a) Tractor Yarding Areas: PURCHASER will use a COUNTY approved, track laying, shovel yarding system using machinery that is appropriate in size for the job. Tractors may be used for skidding only if approved by COUNTY.
- (b) Wheeled Skidders: Wheeled skidders are not desired and may be used only with written County approval, which is revocable if in the sole opinion of County the skidders are causing excessive damage to COUNTY property.

- (c) Cable Yarders: This sale requires a multi-span skyline yarder of considerable size. Further it requires downhill skyline yarding. Purchaser shall provide a cable yarding side that is appropriate for the nature and the size of the job and the size of existing landings. Cable can be hung outside the sale area BUT on COUNTY property in order to get proper deflection, however, at no time may Purchaser trespass upon the property of another owner unless a separate agreement is reached between said owner and Purchaser. Damage to areas outside the sale area shall be kept to a minimum and repaired by Purchaser to COUNTY satisfaction. Cable roads through stream buffers and the view buffer shall be kept to a reasonable minimum.

SECTION 65. Loading Equipment, Landing Location & Construction. A track-mounted hydraulic loader is necessary for loading trucks on this sale. Construction of landings is not desired.

SECTION 66. Snag Felling, and Hardwood Tree Cutting. PURCHASER may only fell snags located on COUNTY property which are a direct safety threat to logging personnel or are required to be felled for fire protection or fire hazard reduction. COUNTY, at its option, may require PURCHASER to fall conifer or hardwood whips in the units.

SECTION 67. Branding Hammers. If the COUNTY branding hammer is not returned in good usable condition, \$50 will be deducted from the performance bond prior to returning the bond after complete compliance by PURCHASER with the terms and conditions of this contract.

SECTION 68. Wood Cutting. No "firewood" cutting, "shake", or "shake bolt" making will be allowed on COUNTY property by PURCHASER, or his representative, unless removed and paid for under Section 45 of this contract or the PURCHASER, or employees of the operator have in their possession a valid Clackamas County Wood Cutting Permit. All logs, chunks of logs or other material not hauled off the sale area by the PURCHASER at the completion of sale are COUNTY property.

SECTION 69. Visual Buffer. A visual buffer, as marked on the ground and shown on Exhibit "A", shall be maintained as follows:

- (a) All hardwood trees inside the visual buffer shall be left standing, except for trees that must be cut for skyline corridors or other requirements of logging approved by COUNTY.
- (b) Conifer trees in the visual buffer area may be harvested. Purchaser shall develop a logging plan approved by COUNTY to log such trees in a way that does not cause unreasonable damage to the reserved trees.

SECTION 70. Post Sale Requirements. Where operations by shovels are feasible PURCHASER shall loader or shovel pile all slash and brush following harvest activities. Piles shall be free of dirt and rock. To the degree reasonably possible, piles shall be few in number and tall so that they would burn well. Slash shall be piled as far from any reserved trees and any property lines as reasonably possible.

SECTION 71. Firewood. PURCHASER shall deliver 250 tons of fir, hemlock, cedar, alder or maple logs to Barton Park for use as firewood. Barton Park is located 7.5 miles

north of Estacada on Hwy 224. Logs may be of any length and size but shall be sound. Logs shall be set on the ground by PURCHASER at a location in Barton Park designated by COUNTY. Logs shall be weighed at COUNTY's truck scale at Barton Park or at another location approved by COUNTY. Logs shipped from this sale shall be those pieces, chunks, short logs and other logs which are unsuitable for sawlogs. At PURCHASER's option, firewood logs may be provided from other sources than this timber sale. At least 100 tons of these logs shall be delivered before July 1, 2016.

SECTION 72. Other Uses of Purchaser's Equipment. COUNTY may require PURCHASER to do other work in the general area of the sale using equipment already on site. COUNTY shall pay PURCHASER \$125 per hour for full-sized excavators or loaders and shall pay \$100 per hour for wheeled and tracked tractors, inclusive of operators.

SECTION 73. Road Construction PURCHASER shall construct logging access roads to the appropriate locations for landings as reasonably needed for logging. A suggested route for one such road is flagged on the ground and shown on Exhibit A. Stream crossings shall be constructed in a manner that complies with the Oregon Forest Practices Act for temporary stream crossings. Only clean rock with no soil may be used for stream crossings. Temporary stream crossings shall be removed each winter if such is required by the Oregon Department of Forestry.

PURCHASER may rock portions of the roads it constructs if COUNTY approves. Rock applied to these roads may be taken by PURCHASER from COUNTY's Brightwood pit at no cost. The cost of loading and hauling said rock shall be paid by PURCHASER.

SECTION 74. Road Maintenance, Noise Control, Dust Control and Safety: PURCHASER shall develop a written plan to maintain the running surface of Country Club Road when used by PURCHASER for hauling logs. The plan shall address all normal maintenance items as well as providing special sections on how to minimize noise, mud, dust and safety problems resulting from PURCHASER's activities. Country Club Road shall be maintained to a level appropriate for use by passenger cars. The agreed upon plan shall be rigorously enforced so as to minimize inconvenience to neighbors and protect the County's resource. The plan must be approved by COUNTY prior to commencing operations. Failure to adhere to the plan will be grounds for temporary suspension of operation or other response provided for within this contract. Upon completion of logging, Country Club Road must be returned to the condition it was in before logging began. In the event that COUNTY and PURCHASER do not agree on the pre-logging condition of Country Club Road, COUNTY's judgment shall prevail.

THIS CONTRACT, AND ALL EXHIBITS AND ATTACHMENTS INCORPORATED HEREIN, CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY, UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PURCHASER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT SHE/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CLACKAMAS COUNTY
By its Board of County Commissioners

PURCHASER
COLUMBIA VISTA CORPORATION
P. O. Box 489
Vancouver, WA 97666

John Ludlow, Chair


By: (Name/Title)

Recording Secretary

Attest: _____

Date

Approval as to Form


County Counsel

Date

Oregon Business Registry #

SEALED BID FORM

SEALED BID FORM

SEALED BID FORM RECOVERY (CUT OUT) TIMBER SALE AGREEMENT

"Boulder 2014" Timber Sale # 02-14

Ladies and Gentlemen;

The undersigned Columbia Vista
a Corporation of Washington

(corporation, partnership, individual, state) does hereby offer pursuant to your Prospectus, to purchase from CLACKAMAS COUNTY the timber designated for cutting and known as "Boulder 2014 Timber Sale - #02-14" for the following prices:

SPECIES	ESTIMATED VOLUME (MBF)	STUMPAGE \$ per MBF	BID ESTIMATED VALUE
Douglas-fir (minimum bid \$400/MBF)	5,130	\$ <u>400.00</u>	\$ <u>2,052,564.00</u> ³⁰
Hemlock/White wood (minimum bid \$320/MBF)	975	\$ <u>320.00</u>	\$ <u>312,000.00</u> ⁰⁰
No Bid Species			
Western Red Cedar	136	\$ 850.00	\$ 115,600.00
Red Alder	414	\$ 400.00	\$ 165,600.00
Big Leaf Maple	169	\$ 175.00	\$ 29,575.00
Pulp	Negligible	\$ 5.00 per ton	\$ 0.00
TOTAL ESTIMATED VALUE =			\$ <u>2,675,339.00</u> ³⁰

Enclosed is cash, certified check, cashier's check, money order, or surety bond, (Surety Bond must be executed on a standard form), in the amount of \$250,000.00.

Resident Contractor, as defined in ORS 279A.120 Non-Resident Contractor, Resident State: Washington

I, the undersigned certify that the bidder has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.

It is acknowledged that CLACKAMAS COUNTY reserves the right to reject any and all bids.

DATED this 13th day of November, 2014

By: Edward D. Mart Title: Log Buyer

Address: PO Box 489 Vancouver WA 98666

Phone: (360) 892-0770 ext 107

Bids must be received at the Clackamas County Purchasing Office, 2051 Kaen Road, Oregon City, OR 97045
Prior to 1:30 PM November 13, 2014

Faxed or Emailed Bids Cannot be Accepted

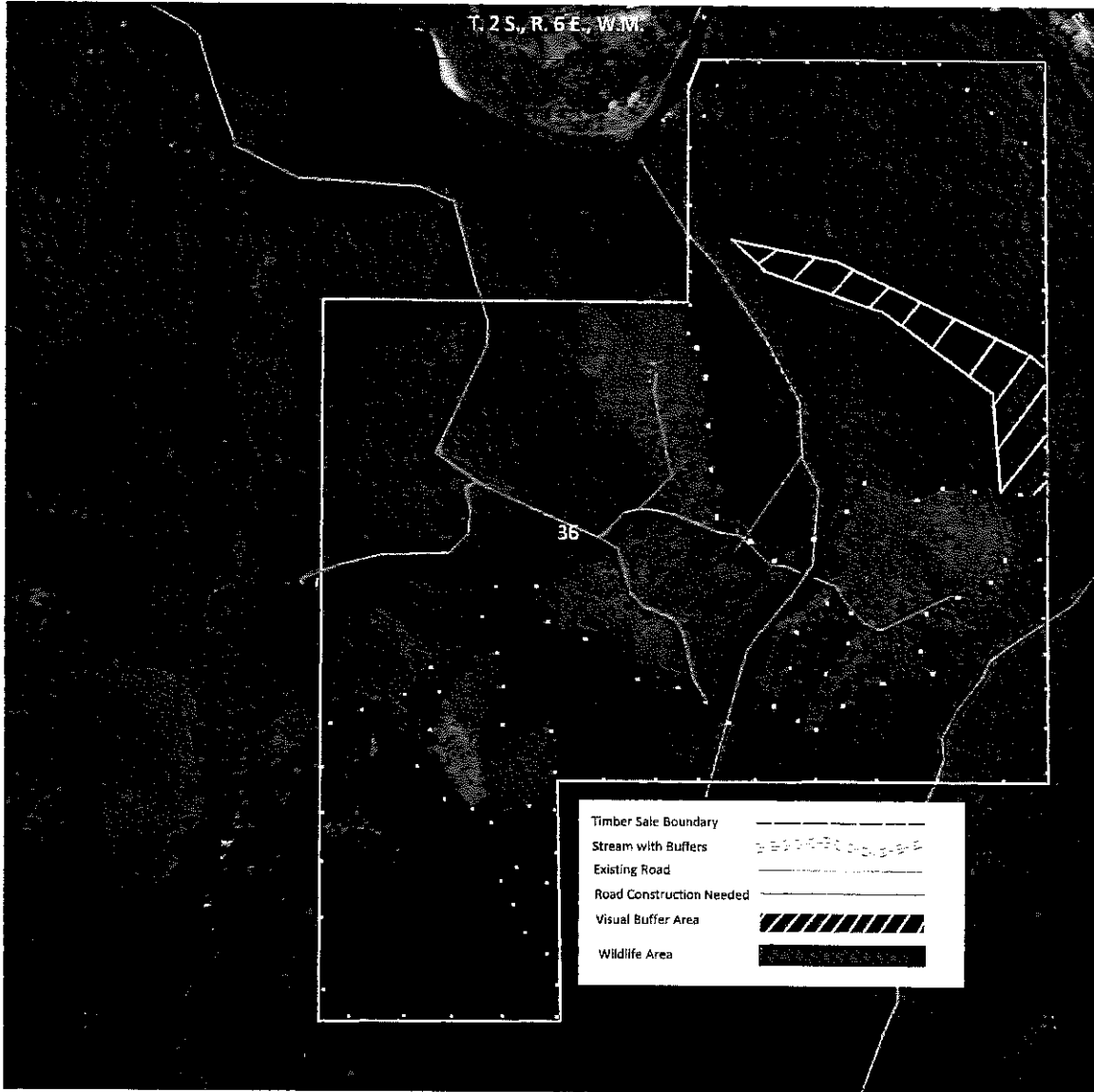
INSURANCE CERTIFICATES

Exhibit "A"
Boulder 2014 Timber Sale – Project #02-14

Portions of Sections 36, Township 2 South, Range 6 East, W. M.
Clackamas County, Oregon

Scale: 1 inch equals 1,000 feet

4
N





14
MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

December 18, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for an Enhanced Law Enforcement District
Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2014-2015

Purpose/Outcome	Supplemental Budget changes for Enhanced Law Enforcement District FY 2014-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$157,186.
Funding Source	Includes Fund Balance.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (3) which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Enhanced Law Enforcement District Fund is recognizing fund balance and budgeting for additional professional services costs..

The effect of this Resolution is an increase in appropriations of \$157,186 including revenues as detailed below:

Fund Balance	\$ 157,186.
Total Recommended	<u>\$ 157,186.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached supplemental budget and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
Regarding Adoption of a Supplemental
Budget for Items Less Than 10
Percent of the Total Qualifying Expenditures
and Making Appropriations for Fiscal
Year 2014-15



Resolution No _____

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 18, 2014.

WHEREAS; the funds being adjusted are:

. Enhanced Law Enforcement District Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.480, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 18th day of December 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 18, 2014

ENHANCED LAW ENFORCEMENT DISTRICT FUND

Revenue:	
Fund Balance	\$ 157,186.
Total Revenues	<u>\$ 157,186.</u>
Expense:	
Materials and Services	\$ 157,186.
Total Expenses	<u>\$ 157,186.</u>

Enhanced Law Enforcement District Fund is recognizing fund balance and budgeting for additional professional services costs..



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory L. Geist
Interim Director

December 18, 2014

Clackamas County Service District No. 1 Board
Clackamas County

Members of the Board:

Authorization to execute a Funding Agreement between
Clackamas County Service District No. 1 and Portland General Electric Company for the
Carli Creek Water Quality Enhancement Project

Purpose/Outcomes	Approval of the Funding Agreement between Clackamas County Service District No.1 (CCSD#1) and Portland General Electric Company (PGE) for the Carli Creek Water Quality Enhancement Project (Project).
Dollar Amount and Fiscal Impact	PGE has agreed to fund \$378,936 of the Project. No CCSD#1 or County General Funds are involved.
Funding Source	This portion of the Carli Creek Water Quality Enhancement Project will be funded by a grant from Portland General Electric Company.
Safety Impact	None
Duration	CCSD#1 anticipates completing the final design documents and permitting during the summer of 2015 such that construction of the restoration project can be completed during summer of 2016.
Previous Board Action	The purchase of the Carli property was approved by the Board of County Commissioners on Jan. 5, 2012 – 010512-VI.1. Contract with Greenworks to complete preliminary design was approved by the Board of County Commissioners on March 14, 2013 – 031413-VI.1. Contract to furnish engineering services with Herrera Environmental Consultants, Inc was approved by the Board on Dec. 11, 2014 – 121114-VII.1.
Contact Person	Leah Johanson, Senior Civil Engineer Water Environment Services – 503-742-4620
Contract No.	N/A

BACKGROUND

Clackamas County Service District No. 1 (CCSD #1) received approval from the Board of County Commissioners to purchase the 15-acre Carli Property in January 2012 (see attachment A). The property was purchased by the District in order to construct a regional water quality facility on the property to meet Department of Environmental Quality NPDES MS4 permit retrofit requirements to improve water quality treatment in older developed areas that drain to Carli Creek, which discharges to the Clackamas River.

The Carli Creek Water Quality and Habitat Enhancement Project was initiated by Clackamas County Water Environment Services (WES) in 2012 to determine the preliminary hydraulics and hydrology, site elements and site layout for the regional water quality facility on the Carli Property. As part of this effort, WES submitted a grant application to Portland General Electric's Clackamas River Hydroelectric Project Mitigation and Enhancement Fund and was selected to receive \$378,936 in grant funding for the Carli Creek Water Quality and Habitat Enhancement Project. The main elements of the Carli project include:

- 1) Regional water quality treatment facility;
- 2) Water quality wetlands/habitat enhancement;
- 3) Carli Creek restoration

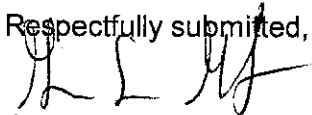
Staff originally budgeted \$2.8 million for this effort including land purchase, design and construction. CCSD#1 has spent \$655,000 to date for land purchase and preliminary design and expects to spend an additional \$2.0 million on this project. This project has been identified in the Surface Water Capital Budget. There is no impact to the County General Fund.

RECOMMENDATION

Staff recommends the Board:

1. The Board of County Commissioners, acting as the governing body of the Clackamas County Service District No. 1, approve the attached funding agreement between Clackamas County Service District No.1 and Portland General Electric Company for the Carli Creek Water Quality and Enhancement Project; and
2. Authorize the Interim Director of Water Environment Services to execute the agreement between Clackamas County Service District No. 1 and Portland General Electric Company without further board action.

Respectfully submitted,



Gregory L. Geist
Interim Director

**Clackamas River Hydroelectric Project
Mitigation and Enhancement Fund**

**Funding Agreement
No. 2012-4**

Between

Portland General Electric Company

and

Clackamas County Service District No. 1

Clackamas River Hydroelectric Project Mitigation and Enhancement Fund

FUNDING AGREEMENT

(No. 2012-4)

This Agreement (with attached exhibits, referred to collectively as the "Agreement") is made as of December _____, 2014, (the "Effective Date"), by and between Portland General Electric Company, an Oregon corporation ("PGE"); and Clackamas County Service District No. 1, a county service district established pursuant to ORS 451 ("Grantee"); each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. PGE is the licensee for the Clackamas River Hydroelectric Project (the "Project"), which is licensed by the Federal Energy Regulatory Commission ("FERC") as Project No. 2195.

B. On December 21, 2010, the Commission issued an Order Issuing New License, *Portland General Electric Company*, 133 FERC ¶ 62,281 (2010), *order on reh'g*, 134 FERC ¶ 61,206 (2011). The new license (the "License") has a term of 45 years, terminating on November 30, 2055.

C. Appendix B, Article 20 of the License requires PGE to establish a Clackamas Hydroelectric Project Mitigation and Enhancement Fund (the "Clackamas Fund") to fund enhancement projects for fish resources and habitats in the Clackamas River Basin. As required by Appendix B, Article 20, PGE has established the Clackamas Fund.

D. On July 31, 2012, the Grantee submitted an application to the Clackamas Fund seeking funding for the Carli Creek Fish Habitat Restoration Project (the "Resource Project") to restore approximately 3,000 linear feet of Carli Creek, improve fish passage, and replace existing farmland with approximately seven acres of backwater and channel habitat and wetlands. On November 26, 2013, the Governing Board of the Clackamas Fund ("Governing Board") approved, with conditions specified in Section 4(a), a grant from the Clackamas Fund to the Grantee in the amount up to \$378,936.00 to support the Resource Project.

E. PGE is entering into this Agreement to provide funding support for the Resource Project.

NOW, THEREFORE, in consideration of their mutual covenants in this Agreement, the Parties agree as follows:

Section 1 – Contents of this Agreement.

This Agreement consists of the following: this Agreement including Exhibit A (the “Grantee Budget”) and the grant application submitted by the Grantee and approved by the Governing Board (the “Grant Application”) attached hereto as Appendix A. The Exhibit and the Grant Application are incorporated by reference and made a part hereof. If there is any inconsistency between the Grant Application and the terms of this Agreement, including the Exhibit to the Agreement, the Agreement and Exhibit shall control.

Section 2 – Term of this Agreement.

This Agreement shall be effective as of the Effective Date and shall continue in effect until December 31, 2017 (the “Completion Date”), unless extended by mutual agreement of the Parties or earlier terminated as provided herein or by mutual agreement of the Parties.

Section 3 – Funding.

(a) Subject to the conditions and limitations specified in this Agreement, PGE will provide a total up to \$378,936.00 for actual expenses incurred by the Grantee pursuant to the revised budget attached hereto as the Grantee Budget to implement the Resource Project. The total funding provided pursuant to this Agreement will not escalate and unexpended funds will not accrue interest.

(b) PGE will issue a purchase order to Grantee in the amount of \$378,936.00 as soon as administratively possible, but in no case later than ninety (90) days after the Effective Date.

Section 4 – Funding Conditions.

As a condition for the receipt of funding support from the Clackamas Fund pursuant to this Agreement, the Grantee agrees:

(a) to use moneys provided by the Clackamas Fund only for purposes described in the Grant Application and specified in the Grantee Budget, provided that no moneys received from the Clackamas Fund may be expended by Grantee until Grantee has completed the final design for the Resource Project and provided a copy to PGE. The final design must include the following elements:

(i) Output of a hydrologic/hydraulic model that takes into account expected flows in Carli Creek during flood events;

(ii) Design documents with sufficient detail for cost estimates and permitting; and

(iii) Identification of project benefits estimating the area of Carli Creek that will be enhanced, including but not limited to square footage of restored habitat.

(b) to obtain all required permits and licenses from federal, state, or local authorities, and upon request to provide copies of any such permits and licenses to PGE.

(c) to retain verifiable receipts and other accounting records throughout the implementation of the Resource Project, for at least five years from the date of expenditure, to document expenditure of moneys received from PGE and to account for all other funding, in-kind contributions, and donations.

(d) upon request, to provide evidence satisfactory to PGE that any non-PGE funds identified in the Grant Application have been received or secured.

(e) to return to PGE any Clackamas Fund moneys that are not expended for the purposes described in the Grant Application and specified in the Grantee Budget.

Section 5 – Accounting for Funds Distributed.

The Grantee shall account for moneys received from the Clackamas Fund using generally accepted accounting practices, consistently applied, sufficient to account for the income and expenses related to the Resource Project. The Grantee shall also account for all other moneys expended as well as in-kind services and donated materials. The Grantee shall make such accounting records available to PGE upon request.

Section 6 – Annual Reporting.

By January 31 of the year following any year in which funds from the Clackamas Fund are received, Grantee shall submit to PGE an annual report regarding expenditure of Clackamas Fund monies and the Grantee's activities to implement the Resource Project.

Section 7 – Project Completion Report.

Within ninety (90) days after completion of the Resource Project, the Grantee shall submit to PGE a final project report that will include at a minimum the following elements, as applicable:

- Narrative description of project activities;
- Final accounting report; and
- Pre-and post-project photos.

Section 8 – Termination of Agreement.

PGE and the Grantee may mutually agree to terminate the Agreement upon a writing signed by both Parties. PGE may terminate this Agreement upon thirty (30) days written notice to the Grantee if Grantee breaches any material obligation under this Agreement and such breach remains uncured for thirty (30) days after written notice from PGE. Upon termination of this Agreement, Grantee shall return to PGE any Clackamas Fund moneys that are not expended for the purposes described in the Grant Application and specified in the Grantee Budget.

Section 9 – Undisbursed Funds.

If this Agreement terminates as the result of Grantee breach under Section 8, PGE shall have no obligation to provide the Grantee with any funds earmarked under this Agreement that have not been disbursed to the Grantee at the time that this Agreement so terminates.

Section 10 – Access to Resource Project Site.

The Grantee, upon prior request and at mutually agreeable times, shall allow PGE and its representatives access to the Resource Project site for the purpose of monitoring facilities and records and to periodically monitor or evaluate the Resource Project. PGE and its representatives shall abide by the Grantee’s standard safety and security procedures when engaged in such inspections.

Section 11 – General Provisions.

(a) **Modifications:** This Agreement may be amended only by a writing signed by both Parties.

(b) **Signatory Authority:** Each signatory to this Agreement certifies that he or she is authorized to execute this Agreement and to legally bind the Party he or she represents, and that such Party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such Party.

(c) **Notices:** Notices, notifications, invoices, payments, consents, or other communications between the Parties shall be given in writing and shall be delivered by hand or sent by email, certified or registered mail, return receipt requested, or by facsimile, as follows:

If to PGE, to:

Mr. Ray Hendricks, Manager
Environmental Compliance and Licensing
Portland General Electric Company
121 SW Salmon Street
3-WTC BRHL
Portland, OR 97204
Tel: 503.464.8519
Fax: 503.464.8527
Email: Ray.Hendricks@pge.com

with a copy to:

Office of General Counsel
Portland General Electric Company
121 SW Salmon Street
1-WTC-1701
Portland, OR 97204
Tel: 503.464.7822
Fax: 503.464.2200

If to Grantee, to:

Leah Johanson, Senior Engineer
Clackamas County Water Environment
Services
150 Beaver Creek Road
Oregon City, OR 97045
Tel: 503.742.4567
Fax: 503.742-4565
Email: ljohanson@co.clackamas.or.us

with a copy to:

County Counsel
c/o Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045
ATTN: Amanda Keller
Email: akeller@clackamas.us

(d) Third-Party Beneficiaries: Without limiting the applicability of rights granted to the public pursuant to applicable law, this Agreement shall not create any right or interest in the public, or any member of the public, as a third-party beneficiary of this Agreement, and shall not authorize any non-Party not named herein to maintain a suit at law or equity under this Agreement. The duties, obligations, and responsibilities of the Parties with respect to third parties shall remain as imposed under applicable law.

(e) Successors, Transferees, and Assigns: This Agreement shall apply to and be binding on the Parties and their permitted successors and assigns as provided herein. This Agreement may be assigned by PGE upon written notice to the Grantee. This Agreement may be assigned by the Grantee only with the written approval of PGE. Upon completion of a succession, transfer, or assignment, the initial Party shall no longer be a Party to this Agreement.

(f) Indemnity: The Grantee shall save and hold harmless PGE, its officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, the activities of the Grantee, its agents or employees under this Agreement.

(g) No Partnership: Nothing in this Agreement shall be construed to constitute the Parties as principal and agent, employer and employee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. No Party shall have the right or authority to assume or create any obligation or responsibility for or on behalf of the other Party except as specifically provided in this Agreement.

(h) Signing in Counterparts: This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures.

(i) Waiver: Waiver by a Party of the strict performance of any term or covenant of this Agreement, or of any right under this Agreement, shall not be a continuing waiver, and must be in writing.


(j) Responsibility for Costs: PGE shall be solely responsible for payment of costs of actions required of PGE by this Agreement. Except for the funding provided herein, PGE shall have no obligation to reimburse or otherwise pay Grantee for its assistance, participation, or cooperation in any activities pursuant to this Agreement or the new license.

(k) Freedom of Information Act: Any information furnished under this Agreement to a government entity may be subject to the Freedom of Information Act (5 U.S.C. 552) or the Oregon Public Records Law (ORS 192.410-505), as applicable.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date first above written.

**PORTLAND GENERAL ELECTRIC
COMPANY**

**CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1**

By: 
Maria Pope, Senior Vice President
Power Supply & Operations and
Resource Strategy

Jes
By: _____

Exhibit A

Revised Project Budget

Carli Creek Restoration Budget

	Estimate	Spent
PRE-DESIGN	\$ 1,005,000	
Site purchase (Completed)		\$ 475,000
Initial Concept Plan & Preliminary Design (Completed)		\$ 180,000
Final Restoration Design & Permitting	\$ 350,000	
MOBILIZATION	\$ 50,000	
Large Site	\$ 50,000	
SITE PREPARATION & DEMOLITION	\$ 90,000	
Cleaning & Grubbing & Invasive Treatment (8 acres)	\$ 50,000	
Access Road Construction/Easements	\$ 10,000	
Erosion Control	\$ 30,000	
EARTHWORK & HABITAT STRUCTURES	\$ 650,500	
Materials delivery to the site and stockpiling for installation (boulder, logs, gravel)	\$ 10,000	
Instream Excavation Cut/fill	\$ 25,000	
Instream Diversion/Dewatering	\$ 20,000	
Logjam Construction (materials, installation)	\$ 75,000	
Rootwads (materials & installation)	\$ 54,000	
Wood Piles	\$ 24,000	
Safety and signage (BMPs)	\$ 15,000	
Site Earthwork (proposed removal and fill) 6 ac	\$ 332,500	
Fish Passage Box Culvert Replacement	\$ 20,000	
Revegetation (including plant purchases, installation) 6 ac	\$ 75,000	
DRAINAGE	\$ 640,000	
42" Stormwater Diversion Structure & New Piping	\$ 640,000	
OTHER	\$ 690,000	
Construction oversight (management, on-site engineering, contingency)	\$ 200,000	
As-Builts (drawings, surveys, final construction documentation)	\$ 50,000	
Educational/Interpretative Signage & Infrastructure	\$ 25,000	
Vegetation Establishment (2-years)	\$ 15,000	
Design Contingency	\$ 400,000	
SUMMARY		
Total Estimated Remaining Costs	\$ 2,395,500	
WES Spent to Date	\$ 655,000	
ESTIMATED TOTAL PROJECT COST	\$ 3,050,500	
PGE Grant Contribution	\$ 378,936	
WES Total Project Contribution	\$ 2,671,564	