



Elizabeth Comfort
Finance Director, Interim

Department of Finance

Public Services Building

2051 Kaen Road, Suite 490 | Oregon City, OR 97045

June 11, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) and Transfers for Fiscal Year 2019-2020

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2019-2020
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$4,111,296
Funding Source	Federal and State Operating Grant Revenue, Charge for Services Revenue.
Safety Impact	N/A
Duration	July 1, 2019 June 30, 2020
Previous Board Action/Review	Budget Adopted June 27, 2019 and amended October 24, 2019 and January 16 and April 23, 2020
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Comfort, 503-742-5405

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 ORS. 294.471 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 County Fair Fund is reducing contingency and budget for higher than anticipated personnel cost.

The Disaster Management Fund is reducing contingency and budgeting to establish a budget associated with COVID 19 actuals.

The Road Fund is reducing contingency and budgeting an interfund transfer to the County Surveyor for reimbursement loan payment for prepayment to the ePlan from FY 2017-18.

The Sheriff Fund is recognizing additional forfeiture revenue and budgeting for overtime costs associated with the investigation program.

The Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund is reducing contingency and budgeting to purchase additional laptops to accommodate staff working offsite.

The Health, Housing and Human Services Administration Fund is recognizing additional Internal County Reimbursement revenue and budgeting a reduction in contingency and increasing professional services to better align with actual program costs.

The Social Services Fund is recognizing additional revenue from federal and state grants and charge for services and budgeting for costs associated with COVID 19.

The Public Health Fund is recognizing Local Public Health Authority Program Element grant funding and budgeting for costs associated with COVID 19 and contingency

The Health Centers reducing contingency and budgeting a special payment to the Housing Authority of Clackamas County.

The effect of this Resolution is an increase in appropriations of \$4,111,296 including revenues as detailed below:

Federal Operating Grants	\$ 2,584,553.
State Operating Grants	839,822.
Charge for Services	<u>686,921.</u>
Total Recommended	<u>\$ 4,111,296.</u>

RECOMMENDATION:

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

Sincerely,

Elizabeth Comfort
Interim Finance Director

**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 Transfers
and items Less Than 10 Percent of
the Total Qualifying Expenditures and
Making to Appropriations for Fiscal
2019-20



Resolution Order No. _____

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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, 2019 through June 30, 2020 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . County Fair Fund
- . Disaster Management Fund
- . Road Fund
- . Sheriff Fund
- . Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund
- . Health, Housing and Human Services Administration Fund
- . Social Services Fund
- . Public Health Fund
- . Health Centers 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, 2019 through June 30, 2020.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, 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 11th day of June, 2020

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 11, 2020

Recommended items by revenue source:

Federal Operating Grant	\$	2,584,553
State Operating Grant		839,822
Charge for Services		686,921
Total Recommended	\$	4,111,296

COUNTY FAIR FUND

Expenses:		
Culture, Education and Recreation	\$	100,000
Not Allocated to Organizational Unit		
Contingency		(100,000)
Total Expenditures	\$	-

County Fair Fund is reducing contingency and budgeting for higher than anticipated personnel cost.

DISASTER MANAGEMENT FUND

Expenses:		
Public Safety and Protection	\$	340,000
Not Allocated to Organizational Unit		
Contingency		(340,000)
Total Expenditures	\$	-

Disaster Management Fund is reducing contingency and budgeting to establish a budget associated with COVID 19 actuals.

ROAD FUND

Expenses:		
Not Allocated to Organizational Unit		
Interfund Transfer		75,000
Contingency		(75,000)
Total Expenditures	\$	-

Road Fund is reducing contingency and budgeting an interfund transfer to the County Surveyor for reimbursement loan payment for prepayment to the ePlan from FY 2017-18.

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 11, 2020

SHERIFF

Revenues:		
Federal Operating Grant	\$	19,677
Total Revenue	<u>\$</u>	<u>19,677</u>
Expenses:		
Public Safety and Protection	\$	19,677
Total Expenditures	<u>\$</u>	<u>19,677</u>

Sheriff Fund is recognizing additional forfeiture revenue and budgeting for overtime costs associated with the investigation program.

CODE ENFORCEMENT, RESOURCE CONSERVATION & SOLID WASTE & SEPTIC ONSITE WASTEWATER PROGRAM

Revenues:		
Expenses:		
General Government	\$	9,000
Not Allocated to Organizational Unit		
Contingency		(9,000)
Total Expenditures	<u>\$</u>	<u>-</u>

Code Enforcement, Resource Conservation & Solid Waste & Septic Onsite Wastewater Program Fund is reducing contingency and budgeting to purchase additional laptops to accommodate staff working offsite.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Revenues:		
State Operating Grants	\$	(32,582)
Charge for Services		112,421
Total Revenue	<u>\$</u>	<u>79,839</u>
Expenses:		
Health and Human Services	\$	514,134
Not Allocated to Organizational Unit		
Contingency		(434,298)
Total Expenditures	<u>\$</u>	<u>79,836</u>

The Health, Housing and Human Services Administration Fund is recognizing additional Internal County Reimbursement revenue and budgeting a reduction in contingency and increasing professional services to better align with actual program costs.

SOCIAL SERVICES FUND

Revenues:		
Federal Operating Grants	\$	2,347,341
State Operating Grants		622,097
Charge for Services		574,500
Total Revenue	<u>\$</u>	<u>3,543,938</u>
Expenses:		
Health and Human Services	\$	2,702,120

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 11, 2020

Not Allocated to Organizational Unit	
Special Payments	1,291,818
Contingency	(450,000)
Total Expenditures	\$ 3,543,938

Social Services Fund is recognizing additional revenue from federal and state grants and charge for services and budgeting for costs associated with COVID 19.

PUBLIC HEALTH FUND

Revenues:	
Federal Operating Grant	\$ 217,535
State Operating Grant	250,307
Total Revenue	\$ 467,842
Expenses:	
Health and Human Services	\$ 352,200
Not Allocated to Organizational Unit	
Contingency	115,642
Total Expenditures	\$ 467,842

Public Health Fund is recognizing Local Public Health Authority Program Element grant funding and budgeting for costs associated with COVID 19 and contingency

CLACKAMAS HEALTH CENTERS FUND

Revenues:	
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 300,000
Contingency	(300,000)
Total Expenditures	\$ -

Health Centers reducing contingency and budgeting a special payment to the Housing Authority of Clackamas County.



**FACILITIES MANAGEMENT
CENTRAL UTILITY PLANT**

1710 Red Soils Court, Suite 200 \ Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Public Improvement Contract with Cascade Industrial Services LLC, to provide Exterior Masonry Cleaning and Sealing of Multiple Buildings

Purpose/ Outcomes	Execution of a contract between the Facilities Management, and Cascade Industrial Services LLC, for exterior masonry cleaning and sealing of multiple County buildings.
Dollar Amount and Fiscal Impact	Total contract value is \$179,350.00.
Funding Source	420 County Capital Projects Fund
Duration	October 15, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Build (Maintain) a Strong Infrastructure 2. Ensure Safe, Healthy and Secure Communities
Counsel Review	April 23, 2020; AN
Procurement Review	1. Was the item processed through Procurement? yes <input checked="" type="checkbox"/> no <input type="checkbox"/> 2. If no, provide brief explanation:
Contact Person	Elaine Parker, Building Construction Project Coordinator - 503-650-6411

BACKGROUND:

Facilities Management is tasked with providing safe, clean, well-functioning buildings for the use of our County staff and the public that we serve. In the Pacific Northwest, water management is key to maintaining the longevity of buildings. A major component of this work is caring for the building façade as part of our Clean and Seal maintenance program.

This scheduled maintenance gives us the opportunity to look at the whole building envelope and uncover hidden issues before they can adversely impact other building systems, which will help control costs by catching minor problems before they escalate into major repairs.

Some hidden problems that could reduce the life expectancy of our buildings may include repairing mortar joints between masonry, removing and replacing caulking around windows and other penetrations that show signs of failing, and remove contaminants that cause cracking, mold, and fungus growth.

In addition to maintaining the buildings envelope, we must consider the public appearance of the façade. Even under the best of atmospheric conditions, dust, dirt and grime accumulate, changing a building's appearance over time. Cleaning and then sealing the façade will help maintain the buildings character for years to come.

This contract with Cascade Industrial Services will allow Facilities Management to utilize our Clean and Seal maintenance program to evaluate existing conditions, identify needed maintenance, repair and replace any deficiencies, and thoroughly clean and seal the exteriors of the specified buildings as part of the Lifecycle Maintenance program.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS 279C and LCRB Rules on January 22, 2020. Bids were publically opened February 19, 2020. The County received six (6) bids from Cascade Industrial Services, D&R Masonry Restoration, First Cascade Corporation, Long Painting Company, Pioneer Waterproofing, and Snugs Pro Wash. Cascade Industrial Services' bid was chosen as the lowest responsive bidder and was awarded the Contract through October 15, 2020.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract between Facilities Management and Cascade Industrial Services LLC, for the exterior masonry sealing and cleaning of multiple county buildings project.

Respectfully submitted,



Elizabeth Comfort, Director
Finance

Placed on the Agenda of June 11, 2020 by the Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #2442

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and Cascade Industrial Services LLC, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: #2020-06 Exterior Masonry Cleaning and Sealing of Multiple Buildings

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of one hundred seventy-nine thousand three hundred fifty dollars (\$179,350.00) (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (1/1/2020) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
• Supplemental Instructions to Bidders
• Bid Form
• Performance Bond and Payment Bond
• Supplemental General Conditions
• Payroll and Certified Statement Form
• Addenda #1
• Instructions to Bidders
• Bid Bond
• Public Improvement Contract Form
• Clackamas County General Conditions
• Prevailing Wage Rates
• Plans, Specifications and Drawings

2. Representatives.

Contractor has named Charlie Dally as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

[X] Unless otherwise specified in the Contract Documents, the Owner designates Elaine Parker as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

[] Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Charlie Dally shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Devan Bunman shall be the Contractor's project manager and will participate in all meetings throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 15, 2020

FINAL COMPLETION DATE: October 15, 2020

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. Tax Compliance.

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

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

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third

parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

13. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Cascade Industrial Services LLC
24665 Hunters Grove Ct
Rathdrum, ID 83858

Contractor CCB # 208351 Expiration Date: 10/29/2021
Oregon Business Registry #1157801-99 Entity Type: FLLC State of Formation: Idaho

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Cascade Industrial Services LLC

Clackamas County Board of County Commissioners

Authorized Signature Date

Chair Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date