



# AGENDA <sup>\*</sup>Revised

Added item IV. 2  
Remove consent item B.1

## Thursday, September 22, 2016 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-92

### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Recognition of Greg Geist, Director of Water Environment Services for Winning the Environmental Leadership Award from the Oregon Association of Clean Water Agencies (Lynne Chicoine, WES)

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

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

1. Second Reading of Ordinance No. 04-2016 Amending Chapter 2.07 Compliance Hearings Officer of the Clackamas County Code and Declaring an Emergency (Stephen Madkour, County Counsel)

### IV. BOARD DISCUSSION ITEMS *(No public testimony on these items)*

#### Department of Finance

1. Acknowledgement Regarding Public Meeting Notice Not Published as Requested (Diane Padilla, Budget Manager)

#### Board of County Commissioners

- \*2. Resolution No. \_\_\_\_\_ Opposing the Passage of Measure 97 (BCC)

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

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

1. Approval of an Amendment to Intergovernmental Agreement with Oregon Department of Education for Early Learning Hub Services – *Children, Youth & Families*
2. Approval of a Grant Agreement from the US Department of Housing and Urban Development, Continuum of Care Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*

**B. Department of Transportation & Development**

- \*1. **REMOVED** - Board Order No. \_\_\_\_\_ Establishing a 13-Ton Weight Limit on Salmonberry Drive
2. Consent to the Annexation of a Portion of Beaver Creek Road to the City of Oregon City

**C. Finance Department**

1. Approval of a Fiscal Year 2016-2017 Work and Financial Plan with the US Department of Agriculture, Animal and Plant Health Inspection Service and Wildlife Services for Predator Management (County Trapper)
2. Approval of Amendment No. 1 and Renewals 1-4 for Sheriff Patrol Vehicle Installation Services for Fleet Services - *Procurement*

**D. Elected Officials**

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

**E. County Counsel**

1. Resolution No. \_\_\_\_\_ Delegating Signature Authority to the Chair and the County Administrator for the ODOT/OR 213 Land Conveyance

**F. Business & Community Services**

1. Resolution No. \_\_\_\_\_ Authorizing Clackamas County parks to Apply for a County Opportunity Grant from the Oregon Parks and Recreation department for Replacement of a Restroom at Feyrer Park

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of Contract Amendment No. 1 and Renewal No. 1 with Enviser Inc. for Aquatic Park Facility Equipment Maintenance - *Procurement*

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

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



Gregory L. Geist  
Director

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Recognition of WES Director Greg Geist  
For Receiving ACWA Environmental Leadership Award

<b>Purpose/Outcomes</b>	WES Director recognized by trade association
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	N/A
<b>Previous Board Action/Review</b>	N/A
<b>Strategic Plan Alignment</b>	N/A
<b>Contact Person</b>	Matt Glazewski (503) 742-4566
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Oregon Association of Clean Water Agencies (ACWA) is a private, not-for-profit organization that serves Oregon wastewater treatment and stormwater management agencies. ACWA's goal is to protect and enhance Oregon's water quality. By cooperatively addressing the many water quality issues facing wastewater treatment and stormwater managers, ACWA advocates with federal and state regulatory agencies, identifies areas of collaboration with other water quality stakeholders, and pools resources to meet environmental standards more effectively. Through education, regulatory advocacy, and partnerships for the development of pro-active solutions, ACWA strives toward building water resources management that is environmentally, financially, and organizationally sustainable. Currently, over 126 wastewater treatment and stormwater management agencies, along with associated professionals, are ACWA members.

Each year, ACWA awards recognition to outstanding members and individuals. This year, WES Director Greg Geist was selected as a recipient of the "Outstanding Individual Award" in the "Environmental Leadership" category. Director Geist was noted for his calm style and personal commitment to water quality protection and sustainable wastewater treatment is demonstrated by the number of projects he has championed in just more than a year as WES Director including:

- Building a work environment foundation of trust and respect
- Tackling serious solids handling issues at both Tri-City and Service District #1 in a collaborative, cost effective manner

- Proactively building relationships with all levels of Clackamas County elected officials and its community
- Focusing attention on energy efficiency, waste-to-commodity transition, and renewable power generation
- Securing a peracetic acid disinfection pilot project for Tri-City to become first in Oregon to test this safer and 'greener' disinfection system
- Developing a proactive stormwater management program
- Improving asset management and information management systems

Director Geist's senior management team nominated him for this award, citing his thoughtful leadership, which has created a culture that reflects his passion for public service, his sense of responsibility to ratepayers, and his dedication to strong stewardship of public health and the environment.

**RECOMMENDATION:**

WES staff respectfully recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, the Tri-City Service District, and the Surface Water Management Agency of Clackamas County, formally recognize and congratulate Director Geist for his achievement.

Respectfully submitted,

Lynne Chicoine,  
WES Capital Program Manager



**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
County Counsel

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

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Second Reading of Ordinance 04-2016, Amending  
Chapter 2.07 Compliance Hearings Officer of the Clackamas County Code  
and Declaring an Emergency

<b>Purpose/Outcomes</b>	Authorize amendments to Code Ch. 2.07 to allow for administrative warrants
<b>Dollar Amount and Fiscal Impact</b>	Costs associated with administrative warrants are expected to be nominal
<b>Funding Source</b>	County General Fund
<b>Duration</b>	Indefinite until amended or repealed
<b>Previous Board Action</b>	Board discussed in policy session on July 5, 2016. First reading took place on September 8, 2016.
<b>Strategic Plan Alignment</b>	Build public trust through good government; Consistent, uniform, fair and effective responses to achieve compliance with county code provisions
<b>Contact Person</b>	Stephen Madkour, County Counsel x 5391

**Background:**

Pursuant to County Code Chapter 1.01.100, the County Counsel is responsible for maintaining and updating the County Code. A Code Update Committee periodically meets to consider Code changes that are either proposed by staff, citizens, or identified by members of County Counsel as necessary or appropriate.

The Code Update Committee has approved several proposed changes to the County Code for Board consideration on a variety of topics. The most recent concerns code enforcement and the issuance of administrative warrants.

Presently the County has no ability to access and inspect private property unless the owner voluntarily agrees to allow access. As a general rule, the government may not enter private property without first obtaining a warrant. There are exceptions, such as consent to inspect, emergencies, and open field or plain view. Absent these exceptions, government needs to obtain an administrative warrant to search private property.

Under Oregon Statutes, some government agencies have explicit authority to enter property or obtain administrative search warrants. Counties are not provided with this specific authority. Consequently, a County needs to establish probable cause to obtain an administrative warrant. The probable cause may be based not only on specific evidence of an existing violation but also on a showing that reasonable legislative or administrative standards for conducting a routine, periodic or area inspection are satisfied with respect to the location or there is probable cause to believe that the condition of nonconformity with health and safety regulations.

The process to obtain an administrative warrant would be carefully circumscribed. It is anticipated that administrative warrants would be the exception and not the rule, and sought only in the most challenging of situations. By Board direction, the administrative warrant would be available only in the limited situation of marijuana-related operations and those properties considered to be chronic nuisances.

**Recommendation:**

Staff recommends the Board of County Commissioners complete a second reading of the attached ordinance. At the first reading the Board of County Commissioners found it necessary to declare an emergency. Therefore the attached ordinance will be effective immediately following the second reading.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

**ORDINANCE NO. 04-2016**

**An Ordinance Amending Clackamas County Code  
Chapter 2.07 Compliance Hearings Officer and Declaring an Emergency**

WHEREAS, Clackamas County currently does not have the ability to access and inspect private property unless the owner voluntarily agrees to allow access; and

WHEREAS, Clackamas County needs to obtain an administrative warrant to search private property;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

**Section 1:** Chapter 2.07 Compliance Hearings Officer is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 2:** Emergency Clause

The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 22nd day of September, 2016.

BOARD OF COUNTY COMMISSIONERS

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Chair

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Recording Secretary

## **Chapter 2.07**

### **2.07 COMPLIANCE HEARINGS OFFICER**

#### **2.07.010 Philosophy and Purpose**

Clackamas County's philosophy on code enforcement is to first take the approach of voluntary compliance and use an enforcement approach only as a last resort. To implement this philosophy, a protocol has been developed as the basis for the enforcement of the code. The approach is to develop solutions based on individual situations and provide broad-based public education. The assumption of the Board of Commissioners is that education of citizens regarding the requirements of our codes will solve most issues and our contacts with affected citizens will be to take an understanding and helpful approach to resolving potential enforcement issues.

The purpose of this chapter is to implement this philosophy and provide the prompt, effective, and efficient enforcement of the Clackamas County Zoning and Development Ordinance and the following chapters of this code: the Clackamas County Solid Waste and Waste Management chapter, the Application and Enforcement of the Clackamas County Building Code chapter, specifically including all administrative rules and referenced provisions of Section 9.02.040 of that chapter, the Excavation and Grading chapter, the Road Use chapter, and the Abatement of Dangerous Buildings chapter Chronic Nuisance, and the Graffiti chapter. The Office of Compliance Hearings Officer is hereby created. The Compliance Hearings Officer shall act on behalf of the Board of County Commissioners in considering and applying regulatory enactments and policies set forth in this chapter. The Compliance Hearings Officer shall be appointed by the Board of County Commissioners to serve at the pleasure of, and shall be paid a fee for service fixed by, the Board of County Commissioners.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2000, 10/12/00; Amended by Ord. 4-2003, 3/13/03; Amended by Ord. 07-2008, 12/18/08]

#### **2.07.020 Jurisdiction Of Compliance Hearings Officer**

The Compliance Hearings Officer shall have jurisdiction and authority to enforce the chapters cited in Section 2.07.010. In cases filed by the County with the Hearings Officer, the Hearings Officer's decision shall be the County's final determination. Judicial review of the Hearing Officer's decision may be sought before the Clackamas County Circuit Court as provided by Section 2.07.130.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 42003, 3/13/03]

#### **2.07.030 Process for Enforcement of Code**

- A. Review of Reports - Sufficiency
  - 1. Statement of Facts. When an alleged violation is reported to the County, staff shall evaluate the complaint and conduct a preliminary investigation to identify



- the priority level, established by policy of the Board of County Commissioners, into which the violation falls. The County shall prepare a statement of the facts and shall review the facts and circumstances surrounding the alleged violation.
2. Sufficiency of Evidence. The County shall not proceed further with the matter if it is determined that there is not sufficient evidence to support the allegation, or if the County determines that it is not in the best interest of the County to proceed. [Added by Ord. 4-2003, 3/13/03]
- B. Voluntary Compliance Agreement.
1. The County may enter into a written voluntary compliance agreement with respondent before or after a citation is issued. The agreement shall include the required corrective action, time limits for compliance and shall be binding.
  2. The fact that a person alleged to have committed a violation enters into a voluntary compliance agreement shall not be considered an admission of having committed the violation for any purpose.
  3. The County will delay further processing of the alleged violation during the time allowed in the voluntary compliance agreement for the completion of the required corrective action. The County shall take no further action concerning the alleged violation if all terms of the voluntary compliance agreement are satisfied, other than steps necessary to terminate the proceedings against respondent. [Added by Ord. 4-2003, 3/13/03]
- C. Failure to Comply with Voluntary Compliance Agreement. Failure to comply with any term of the voluntary compliance agreement constitutes a separate violation, and shall be handled in accordance with the procedures established by this chapter, except no further notice after the voluntary compliance agreement has been signed need be given before further enforcement proceedings are initiated. The County may also proceed on the alleged violation that gave rise to the voluntary compliance agreement. [Added by Ord. 4-2003, 3/13/03]
- D. Citation and Forfeiture; Abatement Requirements.
1. The County may issue respondent a citation for committing the violation and may require the respondent to abate the violation and/or enter into a voluntary compliance agreement within a specified time period. The citation shall contain the same information required to be included in the complaint by section 2.07.040, and the forfeiture amount to be paid as a result of committing the violation.
  2. Respondent may admit the existence of a violation by paying the forfeiture amount and correcting the violation. Payment of the forfeiture does not relieve respondent of the requirement to correct the violation. If the violation is disputed, respondent may request a hearing before the Compliance Hearings Officer, as described in this chapter.
  3. Citations may be served by personal service on respondent. Citations may also be served by certified mail, return receipt requested through the United States Postal Service.
  4. The County, in its discretion, may proceed directly into the state court system in any matter to secure compliance with the requirements of this Code. [Added by Ord. 4-2003, 3/13/03]
- E. Administrative Compliance Fee

Beginning on the date that the county verifies a violation, it may assess respondent(s) an administrative compliance fee every thirty days, or fraction thereof, until the violation is abated. The administrative fee shall be set by resolution of the Board of County Commissioners and found in Appendix A to this code. The county, in its discretion, may waive all or some of the assessed administrative compliance fees if respondent(s) promptly and voluntarily abate all violations identified on the property. [Added by Ord. 02-2013, 6/6/13]

F. Immediate Remedial Action

If the County determines that the alleged violation presents an immediate danger to the public health, safety or welfare, the County may require immediate remedial action. If the County is unable to serve a citation on the respondent or, if after such service the respondent refuses or is unable to remedy the violation, the County may proceed to remedy the violation by any means available under law. [Added by Ord. 4-2003, 3/13/03; renumbered by Ord. 02-2013, 6/6/13]

G. Administrative Warrants

The County is authorized to enter and inspect property believed to be operating in violation of County Code provisions subject to this Chapter. The Board of County Commissioners has made a policy decision to limit the scope and application of administrative warrants to those situations involving marijuana-related operations or those properties considered to be chronic nuisances as set forth in Chapter 6.08 of this Code. In order to obtain an administrative warrant, the County will proceed as follows:

1. Prepare an affidavit in support of request for administrative warrant. The affidavit should describe the purpose for the inspection or search and explain why the warrant is necessary. The warrant should describe the property to be inspected, the manner of the inspection, and the timeframe for conducting the inspection.
2. Present the circuit court judge with the affidavit and warrant.
3. If the judge signs the warrant, make a copy and take both the original and copy of the warrant to the property to be entered to execute the warrant.
4. County representatives shall be accompanied by a sworn member of the Sheriff's Office.
5. Upon arrival at the premises to be inspected, the County representative authorized to execute the warrant should tell the resident or person in apparent control his or her identity, authority, and purpose for being there.
6. The person executing the warrant should read the warrant out loud and give a copy of the warrant to the person in apparent control of the property. On the original warrant, note the date and time of entry onto the property and sign.
7. If the property is unoccupied or there is no one in apparent control, the person executing the warrant should post a copy of the warrant on the property, note on the posted warrant the date and time of entry, and sign the note.
8. Make copies of the original executed warrant for the County's file.
9. After execution, return the original warrant to the issuing judge along with a Return of Administrative Warrant.

**2.07.040 Request For Hearing/Initiation of Proceedings**

- A. Respondent may initiate a proceeding before the Compliance Hearings Officer by providing a written request for a hearing. If a request for a hearing is filed, the County shall file a complaint with the Compliance Hearings Officer. The County may, for any violation, file a complaint with the Compliance Hearings Officer before or after a citation is issued. The complaint shall contain the following: name and address of respondent (s); address or location of the alleged violation; nature of violation, including ordinance provision, County Code provisions, statute or administrative rules section violated; relief sought; and department initiating procedure. Employees of the County's Department of Transportation and Development are authorized to sign and file complaints on behalf of the County.
- B. In a case in which a citation has been issued and the respondent does not wish to contest the existence of the violation and there is economic or financial hardship, respondent may appeal only the forfeiture amount imposed by the citation by initiating a proceeding before the Compliance Hearings Officer. The only issue before the Compliance Hearings Officer in such a proceeding is whether the respondent establishes sufficient economic or financial hardship to justify reduction of the forfeiture amount.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.050 Notice of Hearing**

- A. The notice shall contain a statement of the time, date, and place of the hearing. A copy of the Complaint and the Statement of Rights described in Section 2.07.060 shall be attached to the notice. Notice shall be mailed or delivered at least 15 days prior to the hearing date.
- B. The Compliance Hearings Officer shall cause notice of the hearing to be given to the respondent(s) either personally or by registered mail with return receipt requested. Notice may be delivered to the property or to the mailing address of the owner of the property as listed on the County tax roll. Notice is considered complete on the date of personal delivery or upon deposit in the U.S. mail.
- C. The failure of any person to receive notice properly given shall not invalidate or otherwise affect the proceedings under this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.060 Statement of Rights**

- A. The Compliance Hearings Officer shall inform each party in writing of the following matters:
  - 1. A general description of the hearing procedure including the order of presentation of evidence, what kinds of evidence are admissible, whether objections may be made to the introduction of evidence and what kind of objections may be made, and an explanation of the burdens of proof or burdens of production of evidence;
  - 2. That a record shall be made of the proceedings and the manner of making the record and its availability to the parties;
  - 3. The function of the record-making with respect to the perpetuation of the testimony and evidence and with respect to any appeal from the order of the Compliance Hearings Officer;

4. Whether an attorney will represent the County in the matters to be heard and the respondent's right to be represented by an attorney at their expense;
  5. The title and function of the Compliance Hearings Officer, including the effect and authority of the Compliance Hearings Officer's determination; and,
  6. That the decision of the Compliance Hearings Officer may be appealed as described in Section 2.07.130, and that the appellant shall pay all costs of the appeal including costs for preparation of a transcript.
- B. The failure to give notice of any item specified in Subsection A of this Section shall not invalidate any order of the Compliance Hearings Officer unless on review a court finds that the failure affects the substantive rights of one of the parties. In the event of such a finding, the court shall remand the matter to the Compliance Hearings Officer for a reopening of the hearing and shall direct the Compliance Hearings Officer as to what steps shall be taken to remedy any prejudice to the rights of any party.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.070 Procedure In Compliance Hearings**

- A. Hearings to determine whether a violation has occurred shall be held before the Compliance Hearings Officer. The County must prove the violation alleged by a preponderance of the admissible evidence.
- B. Unless precluded by law, informal disposition of any proceeding may be made, with or without a hearing, by stipulation, consent order, agreed settlement, or default.
- C. A Party may elect to be represented by counsel at his/her own expense and to respond to and present evidence and argument on all issues involved.
- D. A Party may request that a hearing be held telephonically. The Compliance Hearings Officer has the discretion to grant or deny a request for a telephonic hearing for any reason.
- E. A Party may request that an appeal to the Compliance Hearings Officer be conducted solely based on written submissions by the parties, without a hearing. The Compliance Hearings Officer may grant a request for appeal based only on written submissions if, and only if, all parties agree in writing to waive a hearing and to proceed through written submission only.
- F. An order adverse to a party may be issued upon default only upon a prima facie case made on the record before the Compliance Hearings Officer.
- G. Testimony shall be taken upon oath or affirmation of the witness. The Compliance Hearings Officer may administer oaths or affirmations to witnesses.
- H. The Compliance Hearings Officer shall issue subpoenas to any party upon showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the County, shall receive fees and mileage as prescribed by law for witnesses in civil actions from the party requesting their testimony. Any party requesting the issuance of a subpoena shall pay applicable fees and mileage at the time the issuance of a subpoena is requested.
- I. If any person fails to comply with any subpoena so issued, or any party or witness refuses to testify on any matters on which he/she may be lawfully interrogated, a judge of the Circuit Court for Clackamas County, on the application of the Compliance Hearings Officer, or of the party requesting the issuance of the subpoena, may compel obedience

by proceedings for Contempt as in the case of disobedience of the requirements of subpoena issued from such court or a refusal to testify therein.

- J. The Compliance Hearings Officer shall place on the record a statement of the substance of any written or oral ex parte communications made to the Compliance Hearings Officer on a fact in issue during the pendency of the proceedings. The Compliance Hearings Officer shall notify the parties of the communication and of their right to rebut such communications.
- K. The record of the case shall include:
  1. All pleadings, motions, and intermediate rulings;
  2. Evidence received;
  3. Stipulations;
  4. A statement of matters officially noticed;
  5. Questions and offers of proof, objections, and ruling thereon;
  6. A statement of any ex parte communications on a fact in issue made to the Compliance Hearings Officer during the pendency of the proceedings;
  7. Proposed findings and exceptions; and
  8. The final order prepared by the Compliance Hearings Officer.
- L. A verbatim, written or mechanical record shall be made on all motions, rulings, and testimony. The record need not be transcribed unless requested for purposes of court review. The Compliance Hearings Officer shall charge the party requesting transcription the cost of transcription in advance. Failure to pay the transcription fees shall constitute a separate ground for denial of review of the decision of the Hearings Officer.
- M. Enforcement proceedings before the Compliance Hearings Officer shall be conducted in accordance with the procedure set forth in this Chapter. The Compliance Hearings Officer may promulgate reasonable rules and regulations, not inconsistent with this Chapter, concerning procedure and the conduct of hearings.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

### **2.07.080 Presentation of Evidence**

- A. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. Erroneous rulings on evidence shall not preclude action by the Compliance Hearings Officer unless shown on the record to have substantially prejudiced the rights of a party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. The Compliance Hearings Officer shall give effect to the rules of privilege recognized by law.
- B. All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in Subsection D of this Section, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies or excerpts or by incorporation by reference. The burden of presenting evidence to support a fact or position in a contested case rests on the proponent of the fact or position.
- C. Every party shall have the right of cross-examination of witnesses who testify and shall have the right to submit rebuttal evidence.
- D. The Compliance Hearings Officer may take notice of judicially recognizable facts, and the Compliance Hearings Officer may take official notice of general, technical, or

scientific facts within the specialized knowledge of County employees. Parties shall be notified at any time during the proceeding, but in any event prior to the final decision, of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/3/03]

### **2.07.090 Powers Of The Compliance Hearings Officer**

- A. The Compliance Hearings Officer shall order a party found in violation to comply within such time as the Compliance Hearings Officer may by order allow. The order may require such party to do any and all of the following:
1. Make any and all necessary repairs, modifications, and/or improvements to the structure, real property, or equipment involved;
  2. Obtain any and all necessary permits, inspections and approvals;
  3. Order compliance as appropriate under the State Building Code, as defined in ORS 455.010(8);
  4. Install any equipment necessary to achieve compliance;
  5. Pay to Clackamas County a civil penalty, the amount of which shall be determined by the Compliance Hearings Officer within the range established by the Board of County Commissioners pursuant to Section 2.07.120;
  6. Reimburse Clackamas County for actual costs incurred in conjunction with the enforcement action;
  7. Pay the administrative compliance fee described in Section 2.07.030(E);
  8. Order the eviction of any tenant from any property on which there exists a violation. Such an eviction will be performed in compliance with Oregon law;
  9. Abate or remove any nuisance;
  10. Change the use of the building, structure, or real property involved;
  11. Pay a reduced forfeiture amount;
  12. Undertake any other action reasonably necessary to correct the violation.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10; Amended by Ord. 02-2013, 6/6/13]

### **2.07.100 Orders Of The Compliance Hearings Officer**

- A. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
- B. Findings of fact and conclusions of law shall accompany a final order. The findings of fact shall consist of a concise statement of the underlying facts supporting the findings as to each contested issue of fact and as to each ultimate fact required to support the Compliance Hearings Officer's order.
- C. The Compliance Hearings Officer shall notify the respondent of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the respondent or, if applicable, the respondent's attorney of record. The Compliance Hearings Officer shall issue a final order within 14 days from the conclusion of the hearing.

- D. Every final order shall include a citation of the ordinance or title, chapter and section under which the order may be judicially reviewed.
- E. A final order shall become effective ten calendar days after the date it is signed by the Compliance Hearings Officer unless a party makes objections to the form of the order before it becomes effective. If objections are made, the final order shall become effective on the date the Compliance Hearings Officer signs the amended final order, or the date the Compliance Hearings Officer states in writing that the final order will not be amended.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.110 Enforcement Of Compliance Hearings Officer Orders**

- A. Fines and costs are payable upon the effective date of the final order declaring the fine and costs. Fines and costs under this Chapter are a debt owing to the County, pursuant to ORS 30.460, and may be collected in the same manner as any other debt allowed by law. If fines or costs are not paid within 60 days after payment is ordered, the County may file and record the order for payment in the County Clerk Lien Record.
- B. The County may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce the provisions of any order of Compliance Hearings Officer, including, an action to obtain judgment for any civil penalty imposed by an order of the Compliance Hearings Office pursuant to Section 2.07.090.5 and/or any assessment for costs and administrative compliance fees imposed pursuant to Sections 2.07.090.A.6 and 2.07.090.A.7.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]

#### **2.07.120 Civil Penalty**

The civil penalties for this chapter of the Code, that may be imposed by the Compliance Hearings Officer, shall be set by resolution of the Board of County Commissioners

[Added by Ord. 04-2003, 3/13/03; Amended by Ord. 04-2010, 4/22/10]

#### **2.07.130 Judicial Review**

Review of the final order of a Compliance Hearings Officer under this Chapter by any aggrieved party, including Clackamas County, shall be by writ of review as provided in ORS 34.010 - 34.100, unless the Hearings Officer makes a land use decision, in which case the land use decision may be reviewed by the Land Use Board of Appeals pursuant to ORS Chapter 197.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 4-2003, 3/13/03]



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Acknowledgement Regarding Public Meeting Notice Not Published as Requested

Purpose/Outcome	Acknowledgement Regarding Public Meeting Notice Not Published as Requested
Dollar Amount and fiscal Impact	None
Funding Source	None
Duration	June 30, 2017
Previous Board Action/Review	Board of County Commissioners Study Session August 9, 2016
Strategic Plan Alignment	The Finance Department, through responsible management, furthers the strategic objective of building public trust through good government.
Contact Person	Diane Padilla
Contract No.	503-742-5425

**BACKGROUND:**

On May 17, 2016, the Budget Office emailed the copy for three public meeting notices to Community Newspapers. These were to advertise the Budget Committee meetings for Clackamas County, Clackamas County Enhanced Law Enforcement District and Clackamas County Extension and 4-H Service District. Publication was requested in the Clackamas Review / Oregon City Review / Estacada News on May 25 for all three notices.

Our request was apparently caught in an updated spam filter at Community Newspapers and not published. We were unaware this had happened until we received affidavits of publication and billings for the public notices to advertise the budget adoption hearings on June 29<sup>th</sup>; we realized there were no corresponding affidavits and billings for the earlier budget committee meeting notices.

The Budget Committee Meetings began May 31<sup>st</sup> for Clackamas County and June 6<sup>th</sup> for both the Clackamas County Enhanced Law Enforcement District and Clackamas County. Timely notice for these meetings was published on the County website.

The hearings to adopt the budgets for Clackamas County and its component units were also published on the county website and in various newspapers as required. Those hearings and adoptions took place as scheduled on June 29<sup>th</sup>.



Oregon Budget Law provides guidance regarding sufficiency of publication of budget documents. Oregon Revised Statutes 294.451 states that “publication of the document shall be considered sufficient for all purposes if a good faith effort is made by the budget officer of the municipal corporation to publish by any one or more of the methods described.”

We have confirmed with the Oregon Department of Revenue that our request for publication meets the sufficiency requirement; and County Counsel has advised that we formally notify the Board of Commissioners of the omission at a business meeting and ask to have our testimony noted in the meeting minutes.

We acknowledge and sincerely regret that we failed to verify that the public meeting notices had been received and published as requested. We have instituted internal controls to ensure that such an oversight does not occur in the future. We are now flagging crucial email requests so we are notified when such emails were received and also when they were opened by the recipient. Further, we will flag our calendar to verify via telephone that any request for publication of a public notice has been received and acted upon if we haven't received confirmation from the recipient within two days. In addition, we have verified that Community Newspapers has specifically added the County as a source that should not be considered spam.

**RECOMMENDATION:**

Staff recommends that the Board accept this testimony and note such in the business meeting minutes.

Respectfully Submitted,

Diane Padilla  
Budget Manager

**DRAFT**

**A Resolution Opposing the  
Passage of Measure 97**

**Resolution No.**

**WHEREAS**, sponsors of Measure 97, a proposed 2.5 percent gross receipts tax on corporations with total Oregon sales in excess of \$25 million a year, have submitted sufficient signatures to qualify the measure for the 2016 General Election ballot in Oregon; and

**WHEREAS**, the nonpartisan Legislative Revenue Office (LRO) has closely analyzed Measure 97 and estimated that it will generate more than \$6 billion in new state tax revenues in each of the next three state budget cycles; and

**WHEREAS**, LRO's analysis concluded that two-thirds of the increased corporate taxes will ultimately be paid by Oregon consumers in higher prices for everyday items such as; food, fuel, prescription drugs, healthcare, utilities, telephone and insurance.

**WHEREAS**, there is no plan for how the \$6 billion revenue would be spent, but the economic effects are clear – the projected loss of the more 38,000 private sector jobs and higher consumer prices averaging more than \$600 a year regressively burdening all Oregonians, but especially those least able to afford those higher costs.

**WHEREAS**, Consumption taxes tend to have a more muted effect on economic activity compared to taxes on income and property which more directly affect the net returns to capital and labor. If Measure 97 becomes law, it will dampen income, employment and population growth of the next 5 years.

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

We believe that new state revenue measures are best developed, discussed, debated and enacted by the Oregon Legislative Assembly and not ballot measure drafted by special interest groups; and

We believe that the passing of Measure 97 will create disadvantages and the potential impact of higher costs on particular industries (ie. Manufacturing) and will negatively impact their competitiveness with respect to out-of-state companies; and

We support improvements in state revenue to fund education, transportation and other priorities, but believe the economic consequences of Measure 97's passage would be too damaging to our county, cities and to all of their residents; and

We oppose the passage of Measure 97. This resolution is effective immediately upon adoption.

**Adopted** this \_\_\_\_\_ day of September, 2016.

\_\_\_\_\_  
John Ludlow, Chair

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

September 22, 2016

Board of Commissioners  
Clackamas County

Approval of an Amendment to Intergovernmental Agreement with Oregon  
Department of Education for Early Learning Hub services

<b>Purpose/Outcomes</b>	The Early Learning program provides research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness. An expected outcome associated with this program is an increase in the percentage of children receiving services arriving at kindergarten prepared to learn.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #2 increases the agreement by \$734,138.56 for a new agreement total of \$2,324,181.98. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs. No County General Funds are involved.
<b>Funding Source</b>	Oregon Department of Education, Early Learning Division. County is a Vendor under this agreement.
<b>Duration</b>	From July 1, 2016 through June 30, 2017
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"> <li>• Individuals and families in need are healthy and safe</li> <li>• Ensure safe, healthy and secure communities</li> </ul>
<b>Contact Person</b>	Rodney A. Cook, 503-650-5677
<b>Contract No.</b>	Contract database # 7534

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Amendment to the Intergovernmental Agreement with Oregon Department of Education, Early Learning Division for operation of the Early Learning Hub. Services to be provided under this contract include: Great Start, Family Support, Kindergarten Partnership and Innovation, School Readiness, Healthy, Stable & Attached Families services. The target population for these services are children who are at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement.

*Healthy Families. Strong Communities.*

No County General Funds are involved in this contract/agreement. It has been approved by County Counsel on August 29, 2016. It becomes effective July 1, 2016 and terminate June 30, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**Contract Number 5803**

**Amendment to  
State of Oregon  
Intergovernmental Agreement**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats.

This is amendment number 2 to Agreement Number 5803 (the "Agreement") between the State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education (ODE), Early Learning Division (ELD) and the Early Learning Council (ELC) and

**Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: (503) 650-5678  
Facsimile: (503) 650-5674  
E-mail address: [rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall become effective on July 1, 2016, (regardless of the date actually signed) as a result of ratification pursuant to ORS 291.049.
2. The Agreement is hereby amended as follows:
  - a. Revise the third paragraph of the Agreement caption to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division (ELD)  
775 ~~Court Street~~ Summer Street  
Salem, Oregon 97301  
Agreement Administrator: Denise Swanson or delegate  
Telephone: 503-798-7120  
E-mail address: [Denise.Swanson@state.or.us](mailto:Denise.Swanson@state.or.us)**

- b. Revise **Section 2. “Agreement Documents”**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**Agreement Documents.**

This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit C, Part 1: Insurance Requirements for Preschool Promise Providers**
- ~~(6)~~ **(7)** Exhibit D: Required Federal Terms and Conditions
- (7) **(8)** Exhibit E, Part 1: Great Start Program Requirements
- (8) **(9)** Exhibit E, Part 2: Family Support Services Program Requirements
- (9) **(10)** Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- ~~(10)~~ **(11)** Exhibit E, Part 4: School Readiness Program Requirements
- ~~(11)~~ **(12)** Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (13) Exhibit E, Part 6: Preschool Promise Program Requirements**
- ~~(12)~~ **(14)** Attachment 1: Governance Structure
- ~~(13)~~ **(15)** Attachment 2: Formalized Collaborative Relationships
- ~~(14)~~ **(16)** Attachment 3: Outcomes, Metrics, Baselines and Targets

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, E and all Attachments.

For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

- c. Revise **Section 3. “Consideration”**, **subsection a. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$1,705,264.55~~ **\$2,324,181.98**. ODE will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- d. Revise Exhibit A, Part 1, “Statement of Work” only to correct duplicate numbering of the sections, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
1. Preamble
  2. Definitions
  2. **(3.)** Governance
  3. **(4.)** Work Plan
  4. **(5.)** Coverage Area
  5. **(6.)** Coordinated Service Delivery
  6. **(7.)** Community and State Collaboration
  7. **(8.)** Performance Standards and Outcomes
  8. **(9.)** Data and Reporting Requirements
  9. **(10.)** Agreement Administration
  10. **(11.)** Budget Requirements
- e. Revise Exhibit A, Part 1, “Statement of Work” Section 6. Coordinated Service Delivery Section to add a new subsection j. only: new language is **underlined and bold**.
- j. Provide through sub-contracts Preschool Promise services in accordance with Exhibit E, Program Requirements, Part 6.**
- f. Revise Exhibit A, Part 1, “Statement of Work” Section 7. Community and State Collaboration Section g and j. only, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- g. Work productively and proactively with ELD assigned facilitator, including participation in:
- (1) Regular phone calls; ~~and~~
  - (2) Twice yearly HUB regional meetings; and**
  - ~~(2)~~ **(3) Yearly site visits.**
- j. Ensure all staff providing direct services to the Target Population completes an open source training by ~~June 30~~ **December 31**, 2016 on structural racism. ELD will provide specific training documents.

- g. Revise **Exhibit A, Part 1, “Statement of Work” Section 9. Data and Reporting Requirements Section b.(2) only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- (2) Quarterly Reports: Submit by ~~the 15<sup>th</sup> of~~ November **30th**, February **28th**, May **31st** and August **30th** of each year utilizing the Hub Reporting Workbook.
- h. Revise **Exhibit A, Part 2., “Payment and Financial Reporting”, Section 1.a & c.. only**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

**1. Payment Provisions**

- a. As consideration of services provided by ODE during the period specified in Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:

(1) Beginning January 1, 2016 through June 30, 2017:

\$27,438.68 per month for Hub Coordination

(2) Beginning July 1, 2017 through September 30, 2017:

\$26,498.50 per month for Hub Coordination

**(3) Beginning July 1, 2016 through June 30, 2017:**

**\$1,249.33 per month for Preschool Promise Coordination**

**(4) Beginning July 1, 2017 through September 30, 2017:**

**\$1,547.25 per month for Preschool Promise Coordination**

**(5) Beginning July 1, 2016 through June 30, 2017:**

**\$23,803.33 per month for Preschool Promise Services**

**(6) Beginning July 1, 2017 through September 30, 2017:**

**\$23,803.33 per month for Preschool Promise Services**



(3) (7) In addition to the amount set forth in subsection (1) ~~and (2)~~  
through (6) above:

Beginning January 1, 2016 through June 30, 2017:

Up to ~~\$71,317.87~~ \$100,628.09 for Great Start Service  
expenses, disbursed on an expense  
reimbursement basis

Up to ~~\$133,585.85~~ \$188,487.71 for Family Support  
Service expenses, disbursed on an  
expense reimbursement basis

Up to ~~\$474,065.06~~ \$623,086.75 for Kindergarten  
Partnership and Innovation Service  
expenses, disbursed on an expense  
reimbursement basis

Up to \$184,105.24 for School Readiness Services  
expenses, disbursed on an expense  
reimbursement basis

Up to \$113,119.64 for Stable, Healthy and Attached  
Family Service expenses, disbursed  
on an expense reimbursement basis

Beginning July 1, 2017 through September 30, 2017:

Up to \$10,697.71 for Great Start Service expenses,  
disbursed on an expense  
reimbursement basis

Up to \$22,264.35 for Family Support Service expenses,  
disbursed on an expense  
reimbursement basis

Up to \$80,033.58 for Kindergarten Partnership and  
Innovation Service expenses,  
disbursed on an expense  
reimbursement basis

Up to \$24,224.37 for School Readiness Services  
expenses, disbursed on an expense  
reimbursement basis

Up to \$14,884.16 for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

The funds set forth in Sections 1.a(1) and (2) may be expended only on the delivery of services under this Agreement and the funds identified in Sections 1.a(3) **through (7)** for a specific service may be expended only on the delivery of the specified service. **For purposes of Sections 1.a(3) and (4), Preschool Promise Coordination means the coordination and monitoring of the subcontracted providers' delivery of Preschool Promise services in accordance with the terms and conditions of this Agreement.**

- c. Payment will be made by ODE to the County monthly, on or after the first of each month following the month in which the services were performed, provided County is not in default hereunder and subject to receipt and approval by the ELD Agreement Administrator of County's invoice referenced above and County's report as specified in **EXHIBIT A, Part 1, Statement of Work, Section 8 9. Data and Reporting Requirements.**
  - i. Revise the Agreement to add **Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise Providers** in the form attached hereto as **Exhibit C, Part 1, Subcontractor Insurance Requirements for Preschool Promise Providers.**
  - j. Revise the Agreement to add **Exhibit E, Part 6**, in the form attached hereto as **Exhibit E, Part 6.**
  - k. Revise **Attachment 3, Outcomes, Metrics, Baselines, and Targets** to read as set forth in **Attachment 3, Outcomes, Metrics, Baselines, and Target, Revision 1 dated 8/2016**, attached hereto.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or

performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Amendment, the County hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
  - (2) The information shown in Section 6 of this Amendment, County Data , is County's true, accurate and correct information;
  - (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
  - (6) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (c) The IRS has notified County that County is no longer subject to backup withholding; and
  - (7) County is an independent contractor as defined in ORS 670.600.
5. County hereby certifies that the FEIN or SSN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN or SSN within 10 days.

**6. Signatures.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

**Clackamas County:**

**By:**

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Authorized Signature	Title	Date
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**State of Oregon, Department of Administrative Services, acting on behalf of the Department of Education, Early Learning Division and the Early Learning Council:**

**By:**

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Authorized Signature	Title	Date
----------------------	-------	------

**Approved for Legal Sufficiency: Approved by Mark Williams via email dated 8/17/2016**

**Other required Signatures: Approved by Gwyn Bachtle via email dated 8/15/2016**

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the  
U.S. Department of Housing and Urban Development, Continuum of Care Program for the  
HOPE II Leasing Program for the Purpose of Providing Permanent Housing

<b>Purpose/Outcomes</b>	To provide permanent housing and support services for the homeless through the HOPE II Leasing Program.
<b>Dollar Amount and Fiscal Impact</b>	\$53,805 Revenue
<b>Funding Source</b>	U.S. Department of Housing and Urban Development (HUD). The grant requires a 25% match which is met through Community Services Block Grant. No County General Funds are involved.
<b>Duration</b>	January 1, 2017 through December 31, 2017
<b>Previous Board Action</b>	The original agreement was approved by the board on October 24, 2013 (102413-A3, amendment # 1 was approved by the board on September 11, 2014 (091114-A1) amendment # 2 was approved by the board August 20, 2015 (082015-A5).
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	7945

**BACKGROUND:**

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

The value of this grant agreement is \$53,805. The agreement is effective January 1, 2017 through December 31, 2017. This agreement was reviewed and approved by County Counsel on August 22, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Division



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
1220 SW 3rd Avenue  
Suite 400  
Portland, OR 97204-2830

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0141L0E071504**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas Dept. Health, Housing & Human Svcs (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;



10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



---

(Signature)

---

Douglas Carlson, Director  
(Typed Name and Title)

---

July 13, 2016  
(Date)

**RECIPIENT**

---

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

---

(Signature of Authorized Official)

---

(Typed Name and Title of Authorized Official)

---

(Date)

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0141L0E071504**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$\_\_53805\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
OR0141L0E071504	01-01-2017- 12-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 47184
h. Supportive services	\$ 6000
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 621

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**Tax ID No.: 93-6002286**  
**CoC Program Grant Number: OR0141L0E071504**  
**Effective Date: 7/13/2016**  
**DUNS No.: 096992656**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
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This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



---

(Signature)

---

Douglas Carlson, Director  
(Typed Name and Title)

---

July 13, 2016  
(Date)

**RECIPIENT**

---

Clackamas Dept. Health, Housing & Human Svcs  
(Name of Organization)

By:

---

(Signature of Authorized Official)

---

(Typed Name and Title of Authorized Official)

---

(Date)



REMOVED

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building

902 ABERNETHY ROAD | OREGON CITY, OR 97045

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Board Order Establishing  
A 13-Ton Weight Limit on Salmonberry Drive

<b>Purpose/Outcome</b>	Establish a 13-Ton Weight Limit on Salmonberry Drive, RD 31062
<b>Dollar Amount and Fiscal Impact</b>	The cost of installing weight limit signs and additional enforcement would be minimal
<b>Funding Source</b>	DTD – Transportation Maintenance would be responsible for the signing costs. DTD – Transportation Safety and the Sheriff’s Office would be responsible for the enforcement of the 13-Ton Weight Limit.
<b>Duration</b>	Effective September 22, 2016 through September 22, 2018
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. To provide services to the traveling public so they can travel safely on a well-maintained County transportation system.</li><li>2. By 2019, 120 additional miles of county roads will be improved to ‘good to excellent’ status, a nine percent increase from 2014.</li></ol>
<b>Contact Person</b>	Warren Gadberry, 503-650-3988

**BACKGROUND:**

Salmonberry Drive is located outside of Oregon City off of South End Road. It is a local road with a pavement condition index of about six. It is in poor condition now and currently services local residents and some delivery trucks. Construction has become active in the area, with heavy vehicles using Salmonberry Drive as their route to get to the job sites.

In order to protect this road, the Transportation Maintenance Division is requesting that a 13-Ton Weight Limit be posted on Salmonberry Drive in order to restrict heavy vehicles. The attached Board Order was reviewed by County Counsel on September 7, 2016.

**RECOMMENDATION:**

Staff recommends the Board approve this Board Order implementing a new weight restriction for Salmonberry Drive.

Respectfully submitted,

Randall A. Harmon  
Transportation Operations Manager  
DTD Transportation Maintenance Division

In the Matter of Establishing  
A 13-Ton Weight Limit on  
Salmonberry Drive, RD 31062

Order No.

This matter coming regularly before the Board of County Commissioners, and it appearing that the Board, pursuant to ORS 810.030, as the road authority may impose limits on any weight or dimension of any vehicle or combination of vehicles when it determines that the restriction is necessary to protect any highway or section of highway from being unduly damaged, or where necessary to protect the interest and safety of the general public.

It further appearing to the Board that imposing a 13 ton weight limit on Salmonberry Drive is necessary to protect Salmonberry Drive from being unduly damaged, and is necessary to protect the safety of the general public.

It further appearing to the Board that County forces will erect and maintain signs in a conspicuous manner and place at each end of Salmonberry Drive to give notice of the 13 ton weight limit being imposed; and

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Clackamas County adopt a 13 ton weight limit on Salmonberry Drive and County forces will erect and maintain signs in a conspicuous manner and place to notify the public of said restrictions.

**DATED** this 22<sup>nd</sup> day of September, 2016.

**BOARD OF COUNTY COMMISSIONERS**

---

Chair

---

Recording Secretary





M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

**Consent to the Annexation of a Portion of  
Beavercreek Road to the City of Oregon City**

<b>Purpose/Outcomes</b>	Provide consent to the annexation of the portion of Beavercreek Road adjacent to the Oregon City Golf Club into the City of Oregon City.
<b>Dollar Amount and Fiscal Impact</b>	None. The County will retain jurisdiction and maintenance responsibilities after annexation and until jurisdiction is transferred from the County to Oregon City by separate action.
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite
<b>Previous Board Action</b>	September 6, 2016 at Administrator Issues/Updates the Board Direction to staff to bring the consent action before the BCC at a business meeting.
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Dan Johnson– 503-742-4325

**BACKGROUND:**

Oregon City Golf Club is prepared to submit an annexation application to the City of Oregon City for the golf club property adjacent to Beavercreek Road. The golf club is within the Beavercreek Road Concept Plan area. The City readopted the concept plan earlier this year. The Urban Growth Management Agreement between the City of Oregon City and Clackamas County requires the City to annex adjacent County right-of-way in any annexation proposal. In order to comply with the UGMA, a piece of Beavercreek Road adjacent to the golf club will need to be annexed as part of the golf club annexation request. Attached to this report is a tax map identifying the right-of-way proposed to be annexed. This is the only portion of Beavercreek Road that abuts the golf course.

ORS 222.125 permits a city to annex property without an election or a hearing where all of the owners of land in the territory to be annexed and not less than 50 percent of the electors, if any, residing in the territory to be annexed consent in writing to the annexation and file a statement of their consent with the city.

Because this annexation requires a portion of Beaver Creek Road to be included, and because recent case law has clarified that the County is the “owner” of right of way for purposes of providing the required consent under ORS 222.125, the City must receive the County’s consent before processing the annexation using the procedures set forth in ORS 222.125. Staff understands that the consent of all other affected property owners has been obtained.

The Board of County Commissioners discussed this specific annexation request during the County Administrator Issues/Updates session on September 6, 2016 and directed staff to bring the consent action before the BCC at a business meeting. A copy of the annexation petition is attached to this report.

**RECOMMENDATION:**

Staff respectfully requests that the Board indicate its consent to a portion of Beaver Creek Road to the City of Oregon City by signing the attached annexation petition.

Respectfully submitted,

Barb Cartmill  
Director– Department of Transportation and Development

Attachments:

Map  
Annexation Petition

# CITY OF OREGON CITY

## ANNEXATION PETITION

**By signing below I indicate my consent to and support of being annexed into the City of Oregon City, and my consent for having my signature (below) used for any application form required for the annexation, including but not limited to the City of Oregon City's Land Use Application Form.**

NOTE: This petition may be signed by qualified persons even though they may not know their property description or precinct number.

SIGNATURE	PRINTED NAME	I AM A *			ADDRESS	PROPERTY DESCRIPTION				PRECINCT #	DATE
		PO	RV	OV		LOT #	1/4 SEC	TWN SHP	RANGE		
	Clackamas County	X			S. Beaver creek Rd. right-of-way	Map 3 2E 15A					

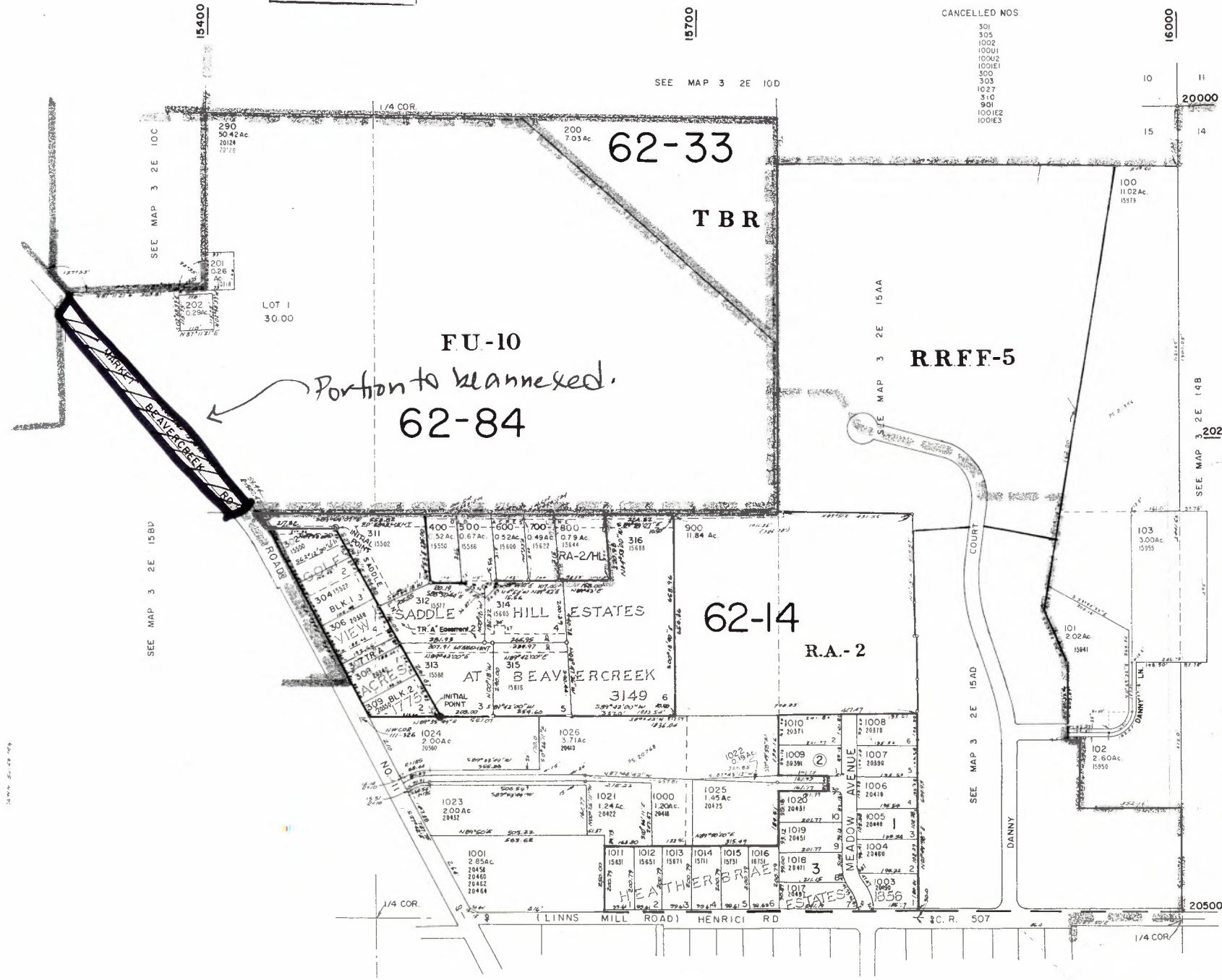
\* PO = Property Owner  
 RV = Registered Voter  
 OV = Owner and Registered Voter

N.E.1/4 SEC. 15 T.3S. R.2E. W.M.  
 CLACKAMAS COUNTY  
 (1"=200')

3 2E 15A

This map was prepared for  
 assessment purpose only.

CANCELLED NOS  
 301  
 305  
 1002  
 100U1  
 100U2  
 100E1  
 300  
 303  
 1027  
 310  
 901  
 1001E2  
 1001E3



SEE MAP 3 2E 10D

10 11  
 15 14

SEE MAP 3 2E 15BD

SEE MAP 3 2E 14B  
 202

SEE MAP 3 2E 15AD

SEE MAP 3 2E 15D

3 2E 15A  
 BOOK 30



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a FY 16/17 Work and Financial Plan with United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) for Predator Management

Purpose/Outcome	FY 16/17 Work and Financial Plan for predator control.
Dollar Amount and fiscal Impact	The maximum contract value of \$67,990.00 for the County portion of these activities is included in the Clackamas County fiscal year 2016-2017 budget.
Funding Source	General Fund in conjunction with state, federal and private partners
Duration	July 1, 2016 through June 30, 2017
Previous Board Action/Review	May 2, 2013 the five year Cooperative Service Agreement with the USDA APHIS WS for Predator Management was approved and signed
Strategic Plan Alignment	Aligns with County strategic priority by helping to ensure safe, healthy and secure communities.
Contact Person	Marc Gonzales, 503-742-5405
Contract No.	Agreement 13-73-41-5111 AP.RA.RX41.73.0550

**BACKGROUND:** Clackamas County's intergovernmental agreement with the federal agencies listed above for County Trapper Services was adopted and signed May 2, 2013. The agreement provides predator control where wild animals and birds may carry disease or threaten injury to County public and private resources.

Each year a separate Work Plan and Proposed Budget, representing the next fiscal year portion of this predator control program, is presented to the Board of County Commissioners for approval. The FY 16/17 Work and Financial Plan under consideration was initiated by the federal agency in cooperation with its partners. An opportunity was provided for the Wildlife Services, in cooperation with the County, to adjust service delivery to accommodate County budgetary constraints.

This document has been reviewed and approved by County Counsel.

**RECOMMENDATION:** The recommendation must identify the action requested; i.e., "staff recommends approval of this contract, and authorizes the department director to sign on behalf of the County." Or "staff recommends the Board approve the attached Board Order/Resolution".

Respectfully Submitted,  
Marc Gonzales  
Finance Director



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 / Renewals #1-4 for  
Sheriff Patrol Vehicle Installation Services

<b>Purpose/Outcomes</b>	Renewal of the contract for equipment installation for marked and unmarked Sheriff's Office vehicles.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$140,000 maximum annually with a maximum total contract value of \$700,000.
<b>Funding Source</b>	Clackamas County Fleet Services division to be reimbursed by interfund transfer from the Clackamas County Sheriff's Dept.
<b>Duration</b>	07/01/2016 through 06/30/2020
<b>Previous Board Action</b>	The Board of County Commissioners previously approved this contract which allowed for four (4) additional one (1) year term renewals.
<b>Strategic Plan Alignment</b>	Provide correctly installed equipment in Sheriff's Office vehicles in a timely and cost effective manner.
<b>Contact Person</b>	John L. Stockham, Clackamas County Fleet Manager, Clackamas County Fleet Services – 503-650-3222
<b>Contract No.</b>	N/A

**BACKGROUND:**

A request for proposal to solicit the installation of equipment for the Clackamas County Sheriff's Office marked and unmarked patrol vehicles was completed in June 2015. The contract was awarded to STAR CARS, INC.

**RECOMMENDATION:**

It is recommended that the Board of County Commissioners approve and sign the extension which will run from July 1, 2016 through June 20, 2020.

Respectfully submitted,

John L. Stockham, Fleet Manager  
Clackamas County Fleet Services



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**

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

September 22, 2016

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **September 22, 2016**, this Amendment #1 / Renewals #1-4 to the contract with Star Cars LLC for **Sheriff Patrol Vehicle Installation Services**. This amendment was requested by John Stockham, Fleet Manager. The original contract amount was \$140,000.00 annually with the option for four (4) one year renewals. Amendment #1 exercises all four renewal options with a continued annual contract compensation of \$140,000.00 and a total contract amount not to exceed \$700,000.00. In addition, updated legal language has been added to the contract. The term of the contract is through June 30, 2020. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 770-7521-00-437900 for fiscal years 2016/2017, 2017/2018, 2018/2019, and 2019/2020.

Respectfully Submitted,

Kathryn M. Holder  
Procurement Staff

**AMENDMENT #1 / RENEWALS #1 - #4 TO THE CONTRACT DOCUMENTS WITH STAR CARS LLC  
FOR SHERIFF PATROL VEHICLE INSTALLATION SERVICES**

This Amendment #1 / Renewals #1 - #4, when signed by **STAR CARS LLC** and the Finance Director on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and the County entered into those certain contract documents for the provision of services dated **JUNE 23, 2015**, as may be amended;

WHEREAS, the Contractor and the County desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contracts are amended as follows:

**ADD**

**SECTION 6 – AGREEMENT FORM**

**Section I – Compensation**

Renew the contract for four years from July 1, 2016 through June 30, 2020. This contract has an annual not to exceed amount of \$140,000.00 with a maximum compensation authorized under this Contract of \$700,000.00.

**Section V Laws, Regulation and Orders, and Tax Law Covenant**

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

**B.** The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

1. Termination of this Contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY's setoff right, without penalty; and
3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**C.** 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:

1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
2. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR's property, operations, receipts, or income, or to the CONTRACTOR's performance of or compensation for any work performed by the CONTRACTOR;
3. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and
4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**Section VII Termination - Amendment**

**A.** This Contract may be terminated for the following reasons:



1. This Contract may be terminated at any time by mutual consent of the parties, or by COUNTY for convenience upon thirty (30) days' written notice to the CONTRACTOR;
2. The COUNTY may terminate this Contract effective upon delivery of notice to CONTRACTOR, or at such later date as may be established by the COUNTY if:
  - a. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the COUNTY is prohibited from paying for such work from the planned funding source; or
  - b. Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
3. This Contract may also be immediately terminated by the COUNTY for default (including breach of Contract) if:
  - a. The CONTRACTOR fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or
  - b. The CONTRACTOR fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the COUNTY, fails to correct such failure within ten (10) business days;
4. If sufficient funds are not provided in future approved budges of the COUNTY (or from applicable federal, state, or other sources) to permit the COUNTY in the exercise of tis reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the COUNTY may terminate this Contract without further liability by giving the CONTRACTOR not less than thirty (30) days' notice.

**CHANGE:**

The following sections are renumbered as follows:

**VI Acceptance**

**VII Termination - Amendment**

<b>ORIGINAL CONTRACT</b>	<b>\$140,000.00</b>
<b><u>AMENDMENT #1 / RENEWALS #1-#4</u></b>	<b><u>\$560,000.00 Language Additions</u></b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$700,000.00</b>

DRAFT

Approval of Previous Business Meeting Minutes:

August 18, 2016

(draft minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, August 18, 2016 – 10:00 AM**

**Clackamas County Fairgrounds**

**694 NE 4<sup>th</sup> Ave., Canby Oregon 97013**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Tootie Smith  
Housing Authority Commissioner Paul Reynolds

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

Chair Ludlow recess as the Board of County Commissioners and convene as the Housing Authority Board for the next two items. He introduced Housing Authority Commissioner Paul Reynolds.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. Resolution No. 1914 – Approval of the Housing Authority’s Certification for the Section 8 Management Assessment Program
2. Approval to Apply to the US Department of Housing and Urban Development Set-Aside Funding Availability for Project-Basing HUD-VASH Vouchers

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye – the motion passes 6-0.

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

### **II. PRESENTATIONS**

1. Welcome to the Fair from Laurie Bothwell  
Laurie Bothwell, Executive Director of the Clackamas County Fair, welcomed the Board to the 110<sup>th</sup> Clackamas County Fair – “Spectacular Fun for Everyone”. She introduced the Clackamas County Fair Board members who were in attendance.
2. 4-H Presentation  
Wendy Hein’s introduce several 4-H Students who presented some of their 4-H projects.
3. Presentation Regarding Hunger in our Community and Announcing the Results of the Health, Housing and Human Services (H3S) 2016 Food Drive  
Rich Swift, H3S Director presented the staff report.

### **III. CITIZEN COMMUNICATION - NONE**

**IV. PUBLIC HEARINGS**

1. **Board Order No. 2016-84** for Reading and Adoption of an Amendment to the Local Contract Review Board Rules, County Code Appendix C Relating to Signing Authority  
Stephen Madkour, County Counsel presented the staff report.  
Chair Ludlow opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Bernard: I move we read the order by title.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

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

Chair Ludlow asked the Clerk to assign a Board Order No. and read it by title only. He then asked for a motion to adopt.

**MOTION:**

Commissioner Savas: I move we Adopt the Board Order Amending Local Contract Review Board Rules, County Code Appendix C Relating to Signing Authority.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

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

2. **Resolution No. 2016-85** for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2016-2017

Christa Wolfe, Finance Dept. presented the staff report.

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

**MOTION:**

Commissioner Smith: I move we approve the Resolution for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2016-2017.

Commissioner Schrader: Second.

Clerk calls the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

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

**V. CONSENT AGENDA**

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

**MOTION:**

Commissioner Bernard: I move we approve the consent agenda.  
Commissioner Smith: Second.  
Clerk calls the poll.  
Commissioner Savas: Aye.  
Commissioner Bernard: Aye.  
Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Chair Ludlow: Aye – the motion passes 5-0.

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

1. Approval of an Amendment to the Sub-recipient Agreement with Northwest Family Services for PreventNet Community Schools, Gladstone, Milwaukie and Oregon City – *Children, Youth & Families*
2. Approval of Sub-recipient Agreement with El Programa Hispano Catolico for Culturally Specific Services – *Children, Youth & Families*
3. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Residential Treatment Services – *Behavioral Health*
4. Approval of an Agency Service Contract with Cascadia behavioral Healthcare for Assertive Community Treatment Programs – *Behavioral Health*

**B. Finance Department**

1. **Resolution No. 2016-86** for Clackamas County Budgeting of New Specific Purpose Revenue for Fiscal Year 2016-2017
2. **Resolution No. 2016-87** for Clackamas County Transfer of Appropriations for Fiscal Year 2016-2017

**C. Elected Officials**

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

**D. Public and Government Affairs**

1. **Board Order No. 2016-88** for a Service Area Expansion of the Cable Television Franchise Agreement with Frontier Communications

**VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Approval of an Intergovernmental Agreement with North Clackamas Parks & Recreation District and Clackamas County Service District No. 1 for Environmental Laboratory Services
2. Approval of an Intergovernmental Agreement with Clackamas Community College to Promote Health and Fitness Programming

**VII. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of an Intergovernmental Agreement with North Clackamas Parks & Recreation District and Clackamas County Service District No. 1 for Environmental Laboratory Services
2. Approval of Amendment No. 1 & Renewal No. 1 with Waterways Consulting, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services  
*- Procurement*
3. Approval of Amendment No. 1 and Renewal No. 1 with Waterways Consulting, Inc. and Surface Water Management of Clackamas County for Surface Water On-Call Technical Services  
*- Procurement*
4. Approval of Amendment No. 1 & Renewal No. 1 with Otak, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services  
*- Procurement*
5. Approval of Amendment No. 1 & Renewal No. 1 with Otak, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services  
*- Procurement*
6. Approval of Amendment No. 1 & Renewal No. 1 with Parametrix, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services  
*- Procurement*
7. Approval of Amendment No. 1 & Renewal No. 1 with Parametrix, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services  
*- Procurement*
8. Approval of Amendment No. 1 & Renewal No. 1 with Brown and Caldwell, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services  
*- Procurement*
9. Approval of Amendment No. 1 & Renewal No. 1 with Brown and Caldwell, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services  
*- Procurement*
10. Approval of Amendment No. 1 & Renewal No. 1 with Herrera Environmental Consultants, Inc. and Clackamas County Service District No. 1 for Surface Water On-Call Technical Services  
*- Procurement*
11. Approval of Amendment No. 1 & Renewal No. 1 with Herrera Environmental Consultants, Inc. and the Surface Water Management Agency of Clackamas County for Surface Water On-Call Technical Services  
*- Procurement*
12. Approval of Contract Documents between Tri-City Service District and Stellar J Corporation for the Replacement of Aeration basin butterfly Valves Project



**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
 County Counsel

September 22, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

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

Approval of a Resolution Delegating Contract Signing Authority to Board Chair and  
 County Administrator for Conveying Land to ODOT  
for the OR 213 (82<sup>nd</sup> Ave.): King Rd.- Mt. Scott Creek Bridge Project

<b>Purpose/Outcomes</b>	Approve a Resolution allowing the Chair and County Administrator authority to sign documents to complete the transfer of Clackamas County property to the Oregon Department of Transportation for the OR213 (82nd Ave.): King Rd.-Mt. Scott Creek Bridge Project
<b>Dollar Amount and Fiscal Impact</b>	ODOT will pay \$7,250 to County for conveyance and project coordination, oversight and repair costs.
<b>Funding Source</b>	N/A
<b>Duration</b>	Delegation is for this transaction
<b>Previous Board Action</b>	On September 8, 2016, the Board approved the conveyance. This Resolution delegating signature authority is requested by ODOT.
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure
<b>Contact Person</b>	Stephen L. Madkour, County Counsel

**BACKGROUND:**

ODOT is working on a project that will impact some County property on the corner of 82<sup>nd</sup> and Sunnybrook. The project involves the construction of ADA complaint sidewalk ramps along 82<sup>nd</sup> and this portion of the project will impact a small portion of property where we have the Public Safety Training Center.

ODOT will acquire in fee 77 square feet of property for the ramps and other improvements and a temporary construction easement of 482 square feet. A right of entry has been provided. ODOT is paying \$7,250 for the property and for costs associated with county staff time associated with construction management and irrigation. The Board approved this transaction on September 8, 2016. ODOT is requesting a formal Resolution that authorizes the Chair and the County Administrator to sign on the County's behalf.

**RECOMMENDATION:**

Staff recommends that the Board approve the attached Resolution authorizing the Chair and the County Administrator signature authority to convey the property and granting the construction easement and any other documents necessary to complete the transaction.

Respectfully submitted,

Stephen L. Madkour  
County Counsel

Attachments:  
Resolution and Exhibit A



A Resolution Delegating Signing  
Authority to Chair and County  
Administrator for ODOT/OR 213  
Land Conveyance

Resolution No. \_\_\_\_\_

**WHEREAS**, the Oregon Department of Transportation (ODOT) is commencing a road improvement project within Clackamas County. The project will impact some county property on the corner of 82<sup>nd</sup> Avenue and Sunnybrook Road. The project involves the construction of ADA compliant sidewalk ramps.

**WHEREAS**, the Board of County Commissioners has agreed on the sale of the acquisition areas described in the "Exhibit A" to the Oregon Department of Transportation as part of the OR213 (82<sup>nd</sup> Ave): King Road – Mt. Scott Creek Bridge project.

**WHEREAS**, to conclude this particular transaction, the Board of County Commissioners delegates contract signing authority to the Board Chair, John Ludlow, and the County Administrator, Don Krupp.

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

1. To delegate contract signing authority to Commission Chair John Ludlow and County Administrator Don Krupp, on permits of entry, warranty deeds, and other documents necessary to convey the subject property and to complete the transaction.

**ADOPTED** this \_\_ day of \_\_\_\_\_, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**Parcel 1 - Fee**

A parcel of land lying in Parcel 1 of Partition Plat No. 2001-093 Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain and Sale Deed to County of Clackamas, Oregon, recorded June 3, 2004 as Recorder's Fee No. 2004-050166, Film Records of Clackamas County; the said parcel being that portion of said property lying Southwesterly of the following described line:

Beginning at a point opposite and 84.10 feet Easterly of Engineer's Station "L" 445+25.25 on the center line of the relocated Cascade Highway North; thence Southeasterly in a straight line to a point opposite and 190.00 feet Easterly of Engineer's Station "L" 446+00.00 on said center line, which center line is described as follows:

Beginning at Engineer's center line station "L" 386+00.00, said station being 164.34 feet South and 0.09 feet East of a 3-1/4 inch Brass Disk marking the Northwest corner of Section 33, Township 1 South, Range 2 East, W.M.; thence South 0°01'52" East 2309.66 feet; thence on a 11459.16 foot radius curve right (the long chord of which bears South 0°53'43" West 370.61 feet) 370.62 feet; thence South 1°49'19" West 2274.35 feet to Engineer's center line station "L" 435+54.64 Back equals "L" 435+53.90 Ahead ; thence on a spiral curve left (the long chord of which bears South 1°09'19" West 399.98 feet) 400.00 feet; thence on a 5729.58 foot radius curve left (the long chord of which bears South 6°08'12" East 1189.54 feet) 1191.69 feet; thence on a spiral curve left (the long chord of which bears South 13°25'42" East 399.98 feet) 400.00 feet to Engineer's center line station "L" 455+45.59, said station being 1,783.42 feet south and 217.97 feet East of a 3-1/4 inch Brass Disk marking the Southwest corner of Section 33, Township 1 South, Range 2 East, W.M.

Bearings are based on the Oregon Coordinate Reference System, Portland Zone, NAD 83 (2011) EPOCH 2010.00.

This parcel of land contains 77 square feet, more or less.

**Parcel 2 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in Parcel 1 of Partition Plat No. 2001-093 Clackamas County, Oregon and being a portion of that property described in that Statutory Bargain and Sale Deed to County of Clackamas, Oregon, recorded June 3, 2004 as Recorder's Fee No. 2004-050166, Film Records of Clackamas County; the said parcel being that portion of said property lying Southeasterly of the following described line:

Beginning at a point opposite and 84.36 feet Easterly of Engineer's Station "L" 445+10.00 on the center line of the relocated Cascade Highway North; thence Southeasterly in a straight line to a point opposite and 190.00 feet Easterly of Engineer's Station "L" 446+00.00 on said center line, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 482 square feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

**DIGITAL SIGNATURE**

OREGON  
JANUARY 20, 1998  
FESTUS I. OBIJIOFOR  
\*02852LS

EXPIRES: 12-31-2016



September 22, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Resolution Authorizing Clackamas County Parks to Apply for a County Opportunity Grant from the Oregon Parks and Recreation Department for Replacement of a Restroom at Feyrer Park

<b>Purpose/Outcomes</b>	The OR Parks & Recreation County Opportunity Grant program provides funding for infrastructure improvements in county parks. Clackamas County Parks is applying for funding to replace a deteriorating public restroom at its Feyrer Park facility.
<b>Dollar Amount and Fiscal Impact</b>	The project cost is estimated at \$250,000. County Parks will provide 50% of project costs in matching funds. This grant program provides an opportunity for the County Parks division to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. Capital project funds were approved in the FY 16/17 County Parks' budget.
<b>Funding Source</b>	Oregon Parks and Recreation Dept. and Clackamas County Parks
<b>Duration</b>	Grant period through May, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
<b>Contact Person</b>	Rick Gruen, Manager County Parks & Forest

**BACKGROUND:**

Clackamas County's Feyrer Park is located just outside the City of Molalla. The 23 acre site has 20 overnight camp sites, 4 day use picnic shelters, and access to the Molalla River. The existing restroom is in a deteriorated condition, and needs ADA compliance upgrades. The restroom was identified for replacement more than 10 years ago, but due to funding constraints and other higher priority projects, this project was continually deferred. Replacement of the restroom will provide ADA compliant, safe and modern amenities at this popular destination park.

A Clackamas County Grant Life Cycle Process Form has been completed and approved by the County Administrator.

**RECOMMENDATION:**

Staff recommends the Board approve the attached Resolution, and delegate authority to the Director of Business and Community Services to sign the grant application.

Respectfully submitted,

Laura Zentner, Deputy Director  
Business and Community Services

A Resolution Authorizing Clackamas County Parks to Apply for a County Opportunity Grant from the Oregon Parks and Recreation Department for Replacement of a Restroom at Feyrer Park and Delegating Authority to the Director of Business and Community Services to Sign the Application

Resolution No.

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the County Opportunity Grant Program; and

**WHEREAS**, Clackamas County Parks desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements; and

**WHEREAS**, the Clackamas County Parks Advisory Board and the Board of Commissioners have identified the restroom replacement at Feyrer Park as a high priority need in Clackamas County; and

**WHEREAS**, building a new restroom will enhance the public's recreation experience and bring needed safety and ADA compliance upgrades to the park restroom; and

**WHEREAS**, Clackamas County Parks has budgeted local matching funds to fulfill its share of the obligation related to this grant application should the grant funds be awarded; and

**WHEREAS**, Clackamas County Parks will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

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

1. To support the submittal of a grant application to the Oregon Park and Recreation Department for replacement of a restroom at Feyrer Park.

**Dated** this \_\_\_\_\_ day of September, 2016

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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



Laura Zentner, CPA  
Business Operations Director  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT  
Development Services Building  
150 Beaver Creek Road  
Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of the Contract Amendment #1/Renewal #1 with  
Enviser Inc. for Aquatic Park Facility Equipment Maintenance  
(Full Coverage Mechanical Service)**

<b>Purpose / Outcome</b>	Approval of contract Amendment/Renewal for Aquatic Park Facility Equipment Maintenance (Full Coverage Mechanical Service).
<b>Fiscal Impact</b>	\$165,000.
<b>Funding Source</b>	Budget Line: 113-5400-07705-431000-82327 Original: \$95,000 Amendment #1: \$70,000 Total: \$165,000 Fiscal Year: 2016/2017
<b>Duration</b>	June 30, 2017
<b>Strategic Plan Alignment</b>	1. North Clackamas Parks and Recreation District's (NCPRD) mission is to enrich community vitality and promote healthy living through parks and recreation.
<b>Previous Action</b>	None
<b>Contact Person</b>	Laura Zentner, BCS Deputy Director, 503-742-4351 Kandi Ho, 503-794-8001

**Background:**

North Clackamas Aquatic Park needs a contract renewal/extension with Enviser Inc. to continue our partnership with the contractor to provide full coverage mechanical service or a preventive maintenance service contract for specified Aquatic park facility equipment located at 7300 SE Harmony Rd. Milwaukie, Oregon.

The contract has been reviewed by Counsel.

**Recommendation:**

Staff respectfully recommends the Board approve the contract Amendment #1/Renewal #1 with Enviser, Inc.

Sincerely,

Laura Zentner, Deputy Director  
Business and Community Services

Placed on the Board Agenda of Sept. 22, 2016 by the Procurement Division.



LANE MILLER  
MANAGER

PURCHASING DIVISION

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

September 14, 2016

MEMORANDUM TO THE  
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of September 22, 2016 this Amendment #1/Renewal #1 with Envisi, Inc. for the **AQUATIC PARK FACILITY EQUIPMENT MAINTENANCE (Full Coverage)**. This project was requested by Jason Kemmerich and Kandi Ho of the Aquatic Park. NCPRD executed the original contract dated December 10, 2015, which provided \$95,000.00 in the first year with the option for four potential one-year renewals. The District wishes to amend the contract and utilize the first (1<sup>st</sup>) or the four (4) renewals in order to continue utilizing vendor's expertise in providing ongoing maintenance within the aquatic park. This renewal will provide \$70,000.00 for Fiscal Year 2016/2017, resulting in a cumulative contract total of \$165,000.00. This Amendment has been reviewed and approved by County Counsel. Funds for this project are budgeted under **113-5400-07705-431000-82327**.

Respectfully Submitted,

Ryan Rice  
Clackamas County Procurement



**AMENDMENT #1 / RENEWAL #1**

**TO THE CONTRACT DOCUMENTS WITH ENVISE, INC.  
FOR AQUATIC PARK FACILITY EQUIPMENT MAINTENANCE (Full Coverage Mechanical Service)**

This Amendment, when signed by **Envisé, Inc.** (“Contractor”) and the Board of County Commissioners on behalf of North Clackamas Parks and Recreation (“District”) will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and District entered into those certain contract documents for the provision of services dated December 10, 2015, as may be amended (“Contract”);

WHEREAS, the Contractor and District desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the District and Contractor hereby agree that the Contracts are amended as follows:

Subject to your review and approval, the District requests to renew the above mentioned Contract between **Envisé, Inc.** and North Clackamas Parks and Recreation, as allowed in Section 1–SCOPE.

This is the first (1<sup>st</sup>) of four (4) Renewals available for use under this contract.

**Renew the term of the contract through June 30, 2017.**

**Change:**

**Section II COMPENSATION:**

Original Contract included \$25,000.00 for unforeseen start up repairs. Amendment #1/ Renewal#1 will not include the startup repairs estimate and will only include the “Scope A-Full Coverage Mechanical Service” rates for a not to exceed annual compensation of **\$70,000.00. The maximum compensation authorized under this Contract shall not exceed \$165,000.00.**

<b>Original Contract</b>	<b>\$ 95,000.00</b>
<b>Amendment #1</b>	<b>\$ 70,000.00</b> ---Renewal through June 30, 2017
<b>Total Contract amount</b>	<b>\$ 165,000.00</b>

**Section 6- Agreement Form:**

**VI. TERMINATION - AMENDMENT**

**Replace bullet point A with the following:**

**A. TERMINATIONS.** This Contract may be terminated for the following reasons: 1) This Contract may be terminated at any time by mutual consent of the parties, or by District for convenience upon thirty (30) days’ written notice to the Contractor; 2) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or District is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; 3) This Contract may also be immediately terminated by District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from District, fails to correct such failure within ten (10) business days; 4) If sufficient funds are not provided in future approved budgets of District (or from applicable federal, state, or other sources) to permit District in the exercise of its reasonable administrative discretion to continue this Contract, or if the

program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

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

Envisé, Inc.  
4800 N. Channel Ave.  
Portland, OR 97217

Clackamas County Board of County Commissioners  
Acting as the Governing Body of North Clackamas  
Parks and Recreation by:

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name, Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
503-285-9851 / 503-285-9978  
Telephone/Fax Number

\_\_\_\_\_  
208047  
CCB#

APPROVED AS TO FORM

\_\_\_\_\_  
1100630-96  
Oregon Business Registry Number

\_\_\_\_\_  
Date

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