



AGENDA *Revised

Removed consent item B.2 and Added consent item E.1

Thursday, May 12, 2016 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-40

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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.)*

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

1. Presentation- Mental Health Awareness Month - the Impact of Stigma & Mental Health and Local Priorities (Mary Rumbaugh, Health Housing & Human Services)
2. Budget 101 Presentation (Don Krupp, County Administrator)

III. 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 Intergovernmental Agreement with the City of Gladstone for Addie Street Improvements in Northwest Gladstone – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to Intergovernmental Agreement No. 27472 with Oregon Department of Transportation for the Pudding River (Whiskey Hill Road) Bridge Project

- *2. **REMOVED** - Approval to Purchase a New Wirtgen 120 CFi Asphalt Milling Machine from Modern Machinery for the Transportation Maintenance Division - *Procurement*

C. Elected Officials

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

D. Business & Community Services

1. Board Order No. _____ Approving the Statutory Quitclaim Deed from the City of West Linn and the Statutory Quitclaim Deed to the City of West Linn

E. Technology Services

- *1. Approval to Enter into a Contract with Robinson Bro. Construction, Inc. for the Installation of new Fiber Optic Cable - *Procurement*

IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Resolution No. _____ for Transfer of Appropriations for North Clackamas Parks & Recreation District for Fiscal Year 2015-2016

V. DEVELOPMENT AGENCY

1. Approval of Amendment No. 1 to the Contract with Harper Houf Peterson Righellis Inc. for Consulting Services for Engineering Design and Construction Plans for the Otty Street Realignment Project- *Procurement*

VI. WATER ENVIRONMENT SERVICES

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

1. Approval of the Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas River Water Providers for Clackamas River Watershed Activities

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

May 12, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

**Presentation- Mental Health Awareness Month:
The Impact of Stigma & Mental Health and Local Priorities**

Purpose/Outcomes	In honor of Mental Health awareness in May, the Behavioral Health Division has prepared a presentation to the Board and citizens of Clackamas County.
Dollar Amount and Fiscal Impact	No Fiscal Impact
Funding Source	None
Safety Impact	None
Duration	May is Mental Health Awareness Month
Previous Board Action	None
Contact Person	Nina Danielsen, Health Promotions Coordinator 503-742-5309
Contract No.	N/A

BACKGROUND:

The Behavioral Health Division (BHD), a division of the Health, Housing & Human Services Department is presenting on the impact of stigma as it relates to the widespread incidence of mental health concerns and mental illness in our community. The presentation will include a brief overview on the topic of stigma and highlight some of the innovative projects that the division is employing to increase awareness and early intervention for mental illness to support the residents of our community and increase the skills and understanding of County staff and community providers. The presentation will include the following:

- Introduction: Nina Danielsen, Health Promotion Coordinator BHD
- H3S Get Trained to HELP initiative: Nina Danielsen, Health Promotion Coordinator BHD
- Suicide Prevention and Zero Suicide : Galli Murray, Youth Suicide Prevention Coordinator BHD
- SuperHEROES Heroes Award: Mary Rumbaugh

RECOMMENDATION:

We would like to request that the Board formally adopt the Clackamas Behavioral Health SuperHEART Award and introduce this annual award giving during May Mental Health Awareness month.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

May
2016



Mental Health Awareness Month

It Begins With Us.

Have you heard?

- Something amazing is happening in Clackamas County.
- We are opening our hearts.
- It's making a difference in the lives of our friends, our families, our neighbors, our co-workers.



- It's saving someone's life.

We are Stopping STIGMA.

- Clackamas County; the people who work here, the people who lead here, and our bigger community of families connected to each of us are starting to:
 - Learn how to notice when someone might be struggling.
 - Reach out and connect with that person.
 - Help that person connect with supports and resources.



Mental health matters for all

- It's saving someone's life.

We are Walking the Talk.

“As a department, it’s time to build up and add to our collective knowledge skills and confidence. To that end, we’re taking the large step of training each and every H3S staff member- from top to bottom- in MENTAL HEALTH FIRST AID. Being part of H3S is about being able to offer help and hope when needed.”

~ Rich Swift, Director H3S

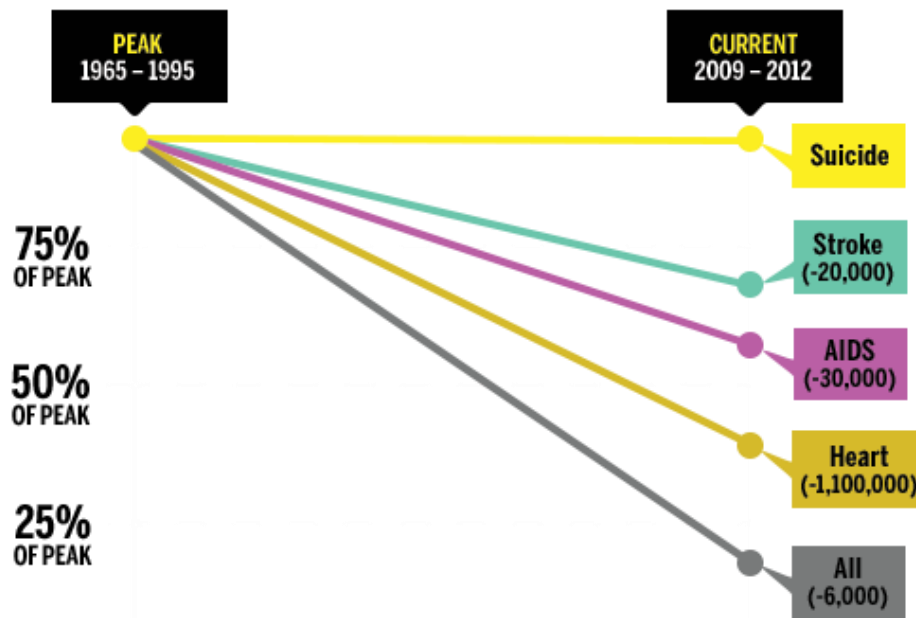
- Rich Swift, Director of Health, Housing & Human Services in Clackamas County is setting out several bold and visionary initiatives to:
 - Break down mental health stigma
 - Promote suicide prevention and;
 - Empower H3S Department employees.
- **Over 366** Health Housing & Human Service Employees have become Mental Health First Aiders.
- Another **120** are currently registered.
- By July 2016 **ALL 586** H3S employees will be certified Mental Health First Aiders.
- It’s saving someone’s life.

It's Making a Difference:

- *“This was not only good for my work life but personal as well.”*
 - *“Empowering us as First Aiders to recognize signs and approach someone who may need help.”*
 - *“....Potentially a lifesaving skill, and an effective tool to respectfully help a person in need.”*
 - *“I will use this training in some way, shape or form several times a week with my job. Extremely useful to me personally as well.*
 - *“Creating a safe place to discuss mental illness. Separating the myths from the reality of mental illness.”*
-
- It's saving someone's life.

We can STILL do a better job.

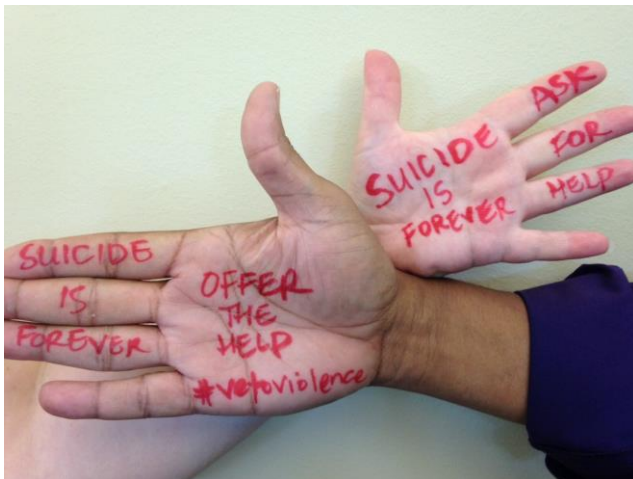
- Stroke, AIDS and heart disease have dropped dramatically. However: not for suicide. **YET.**



- Attempting to reduce suicides for people in our care to **zero** may seem scary or even impossible but what other number should we strive for?

What are the FACTS?

- In Oregon, one person dies by suicide every 11 hours.
- Clackamas County loses 52 people a year to suicide.
- 5 of these are our youth ages 10 - 24.



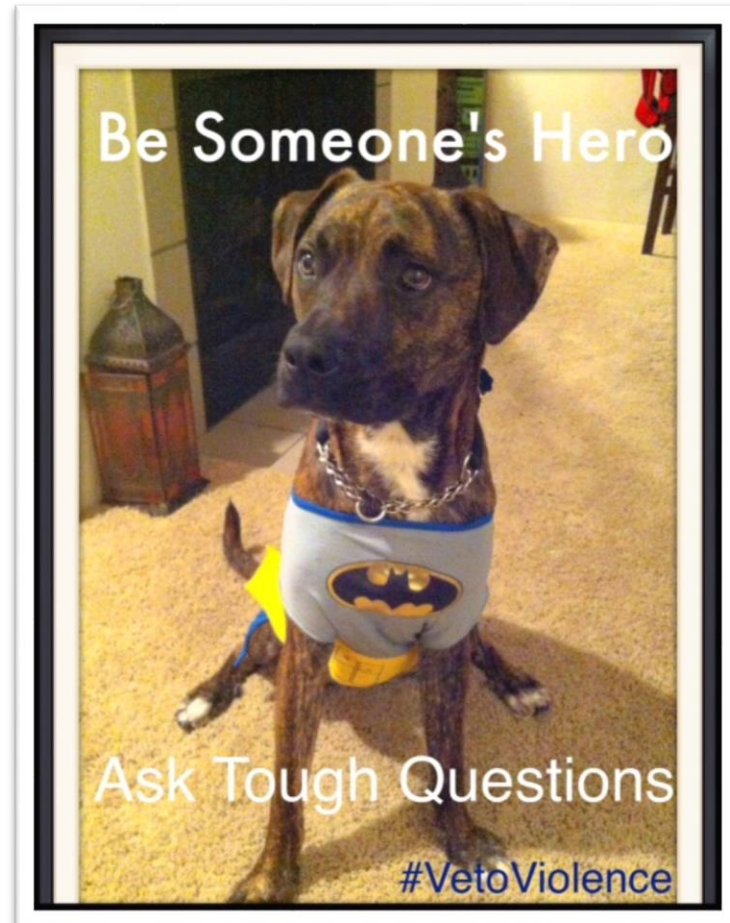
People thinking about suicide don't want to die, they want to end the pain.

In the month before their death by suicide:

- Half saw a primary care provider
- 30% saw a mental health professional

Risk of suicide is highest in the first 30 days following discharge from:

- An emergency department
- An inpatient psychiatric unit



It's Time to look at Suicide Care Differently.

- The U.S. has national suicide hotlines and there are suicide prevention programs in every state. There's screening and educational programs.
- Yet over the past decade, the national suicide rate has increased.
- At the same time, aviation safety, automobile safety, homicide rates, stroke, HIV/AIDS and leukemia rates have all decreased.
- In 2003, the suicide rate was 10.8 per 100,000 people. In 2013, it was 12.6.

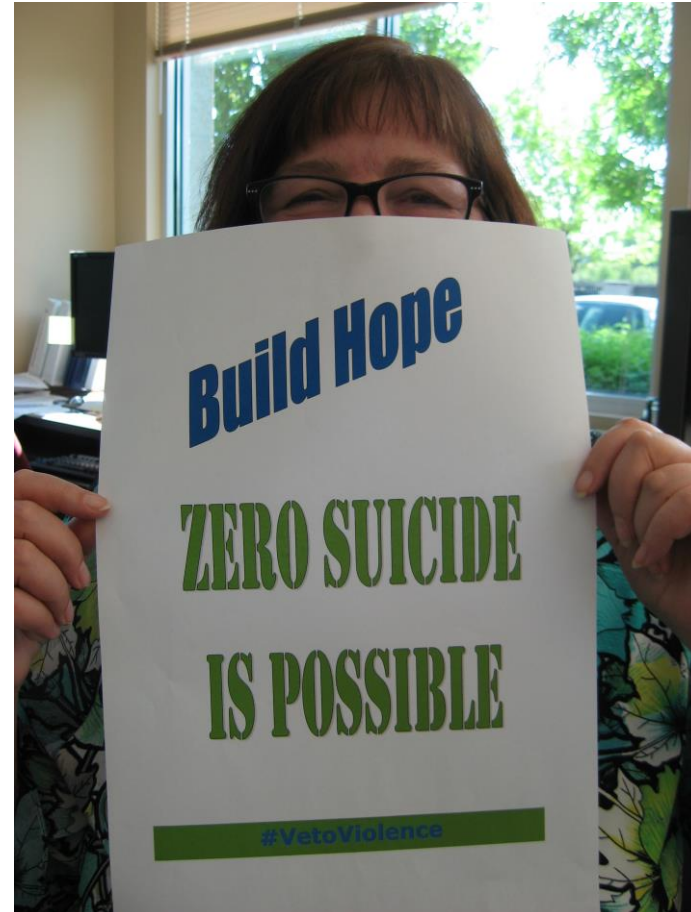
We have agreed that ZERO deaths to suicide is the only acceptable number.

- Attempting to reduce suicides for people in our care to zero may seem scary or even impossible but what other number should we strive for?
- 52 Deaths is TOO MANY.

“It is critically important to design for zero even when it may not be theoretically possible. It’s about purposefully aiming for a higher level of performance.”

~Thomas Priselac

President and CEO of Cedars-Sinai Medical Center



Lets take the time to: Ask the Question.

- A simple gesture of starting a conversation, is making *extraordinary* strides toward a creating culture of:

- HOPE



- HEALING

- & RECOVERY

It's saving someone's life.

We are joining our community.

- On Sunday May 15 the Clackamas H3S Team will walk with thousands for the annual NAMI WALK.



Celebrate Ordinary Superheroes.

- Today we ask that you formally recognize the following people for their outstanding commitment they have made to the work of Hope, Healing and Recovery.
- Clackamas Behavioral Health 2016 SuperHEART AWARDS
 - Rich Swift- Director, Clackamas Health Housing Human Services
 - Michelle Veenker- Executive Director, NAMI- Clackamas
 - Susie Schenk- Mental Health First Aid Trainer
 - Karen Carlin -Mental Health First Aid Trainer
 - Addam Stell-Mental Health First Aid Trainer
 - Cody Welty -Clackamas County Youth
 - Sheila Hamilton -KINK Radio Host and Author



Thank you.

- Questions? Comments.

Nina Danielsen

Health Promotion Coordinator

Clackamas Behavioral Health

ndanielsen@clackamas.us

503.742.5309

Galli Murry

Youth Suicide Prevention
Coordinator

Clackamas Behavioral Health

gallimur@clackamas.us

503.742.5373





Show Me The Money

*How County Taxpayer
Dollars Are Spent &
Who Decides*



SHARED STATE-COUNTY SERVICES

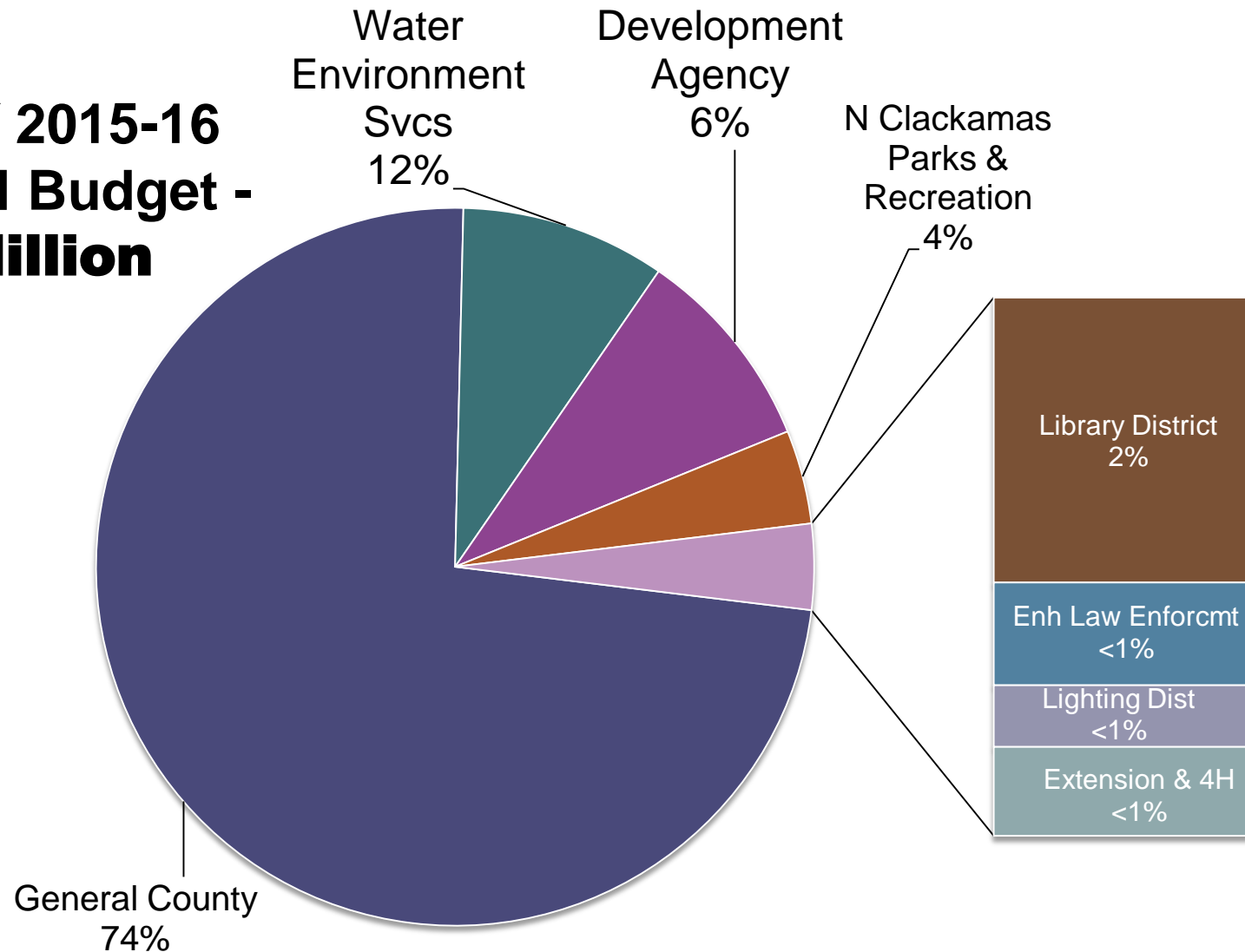
SERVING THE CITIZENS OF OREGON

HEALTH & HUMAN SERVICES	PUBLIC SAFETY	NATURAL RESOURCES & RECREATION	TRANSPORTATION, LAND USE & ECONOMIC DEV.	OTHER COMMUNITY SERVICES
Child Protection	Appellate Court	State Parks	State Highways	Administrative Services
Housing	State Police	State Lands	State Fair	Assessment & Taxation
Mental Health Hospital	State Prison	Water Regulation	Land Use Planning & Coord.	PERS
Aging/Senior Services	Attorney General	Wildlife Regulation	Land Use Permitting	Employee/Labor Relations
Alcohol/Drug Treatment	Trial Courts	County Forest Trust Lands/ State Forest Management	Highway & Road System	Elections
Alcohol/Drug Prevention	District Attorney	Habitat Restoration	Senior & Disabled Transport.	Extension Service
Children & Families Svcs.	911/Emerg. Communications	Wildlife/Predator Control	Energy Development	Telecommunications
Dev. Disabled Services	Emergency Management	Federal Land Policy	Engineering	Administrative Services
Mental Health Services	Homeland Security	Noxious Weed Control	Building Permits & Inspection	Procurement
Oregon Health Plan Svcs.	Community Corrections	Watermaster	Economic Development	Recording Public Documents
Veterans Services	Court Security	County Forest Management	County Fair	County Library
Public Health Services	Juvenile Services	County Parks	Infrastructure Development	County Museums
Environmental Health	Marine Patrol	Vector Control	Surveying	County Service Districts
Housing Services	Drug Courts	Soil & Water Conservation	County Transportation System	
Medical Examiner	County Law Library			
Emergency Planning and Response	Sheriff Patrol			
Solid Waste Management	Animal Control			
Recycling Programs	Justice Courts			
	Search and Rescue			
	County Jail			

Green = State-Provided Services Red = State/County-Shared Services Blue = County-Provided Services

Budget Overview – All Agencies

**Total FY 2015-16
Adopted Budget -
\$969 Million**



Budget Overview – the County Budget

Adopted FY 2015-16 Clackamas County Budget By Function

▶ Health, Housing & Human Services	\$139.7 million
▶ County Sheriff (incl. Community Corrections)	\$101.0 million
▶ Transportation & Development	\$ 91.9 million
▶ Business & Community Services	\$ 35.5 million
▶ Juvenile	\$ 12.5 million
▶ District Attorney	\$ 12.3 million
▶ Emergency Communications	\$ 8.0 million
▶ County Assessor	\$ 7.4 million
▶ Justice Court	\$ 4.8 million
▶ Tourism & Cultural Affairs	\$ 4.2 million
▶ Public & Government Affairs	\$ 4.0 million
▶ County Clerk	\$ 3.5 million

More next slide...

Budget Overview, continued

Adopted FY 2015-16 Clackamas County Budget, continued

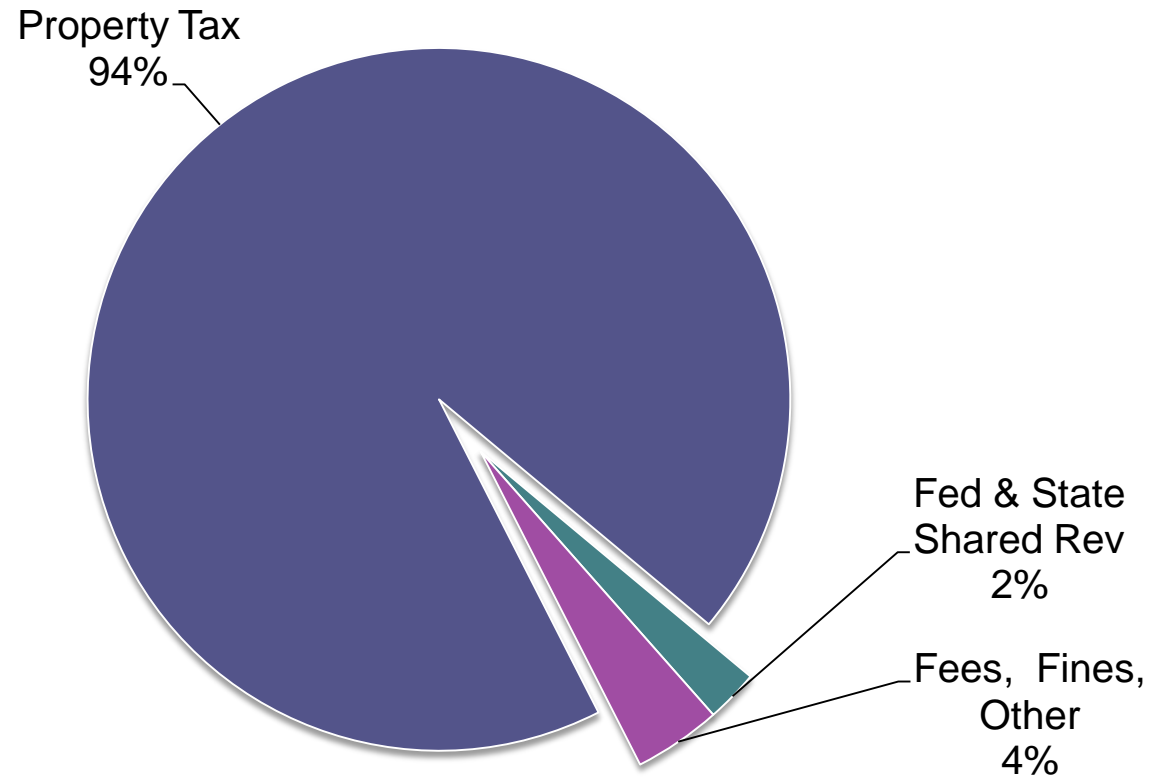
▶ Emergency Management	\$ 3.3 million
▶ County Counsel	\$ 2.4 million
▶ County Treasurer	\$ 567,000
▶ Internal Services ¹	\$111.9 million
▶ Non-departmental General Fund ²	\$132.4 million
▶ Agency Payrolls	\$ 17.8 million
▶ Other ³	\$ 8.9 million
▶ Debt	\$ 9.7 million
Total County Budget	\$712.0 million

Notes:

1. *Includes Finance, Purchasing, Facilities, Fleet, Capital Projects Reserves, Employee Services (including risk management and employee benefits self insurance funds) & Technology Services*
2. *Operating transfers to other departments, general county items, contingency, and reserves*
3. *Includes Resolution Services, County School, Safety Net Legislation Local Projects, Employer Contribution Reserve, Transient Room Tax, Law Library*

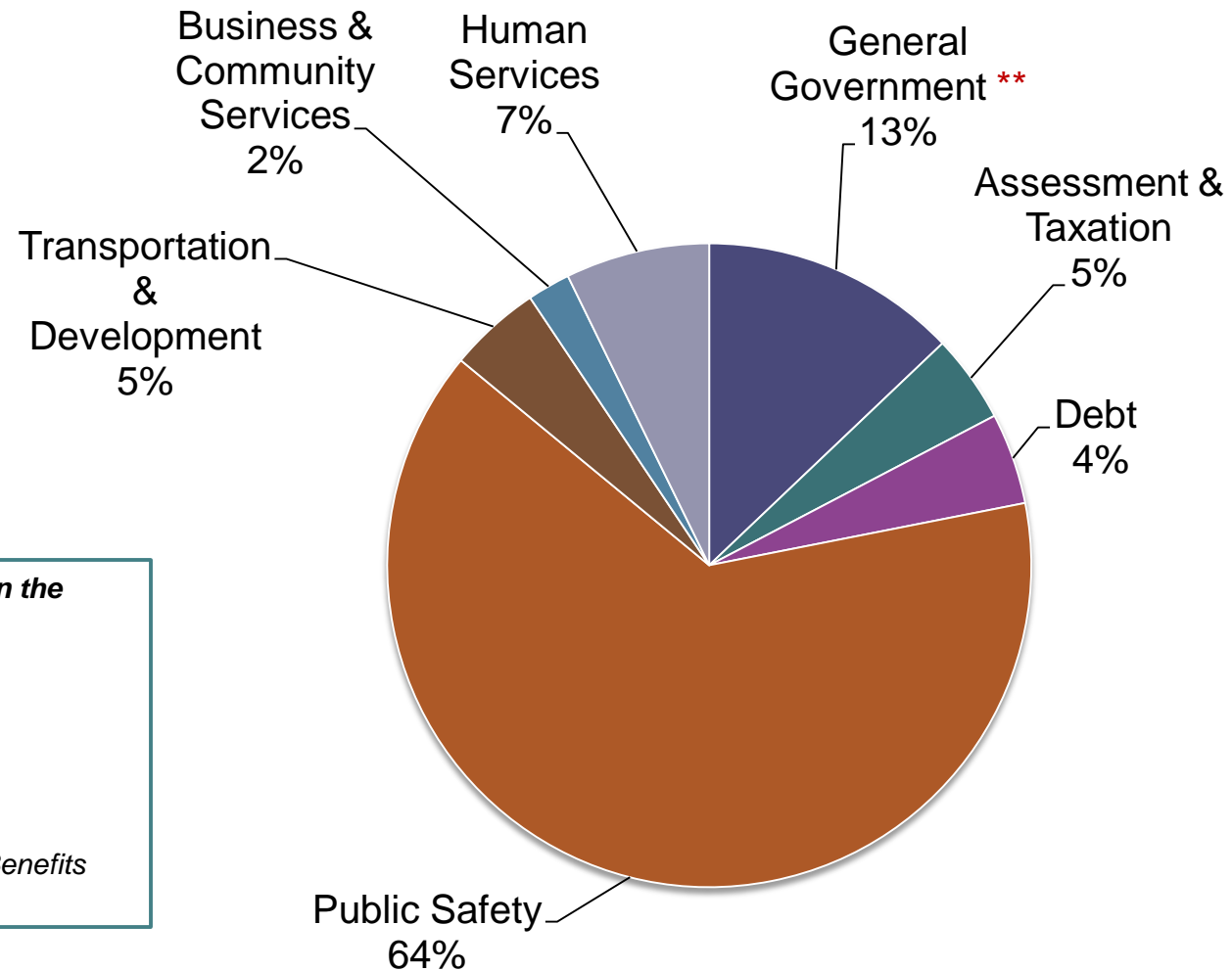
Unrestricted General Fund Revenue Sources

SOURCES of General Fund Unrestricted Revenue



Unrestricted General Fund Expenditures

USES of Unrestricted General Fund (Expenditures)



**** Examples of functions included in the General Government slice:**

- Board of County Commissioners
- County Administration
- Treasurer
- Public & Government Affairs
- Employee & Financial Services
- County Counsel
- Risk Management and Employee Benefits self insurance reserves

Annual Budget Schedule

- ▶ **January** **Budget Office develops revenue estimates, internal services costs, and personnel costs**
- ▶ **February** **Budget workshop for departments**
- ▶ **Mar- April** **Internal budget reviews with departments, Administrator finalizes his Proposed Budget**
- ▶ **May** **Budget Committee holds public meetings and approves the Approved Budget at a public hearing, comment taken on June 2, 2016, 5:30 PM**
- ▶ **June** **Board of County Commissioners holds public hearings for final adoption of budgets**
- ▶ **Ongoing** **Budget monitoring and adoption of supplemental budgets for any changes during the fiscal year**
- ▶ **Quarterly** **Budget Committee public meetings**

How to Get Involved

- ▶ **Review County and Agency budgets and documents!**
 - ▶ County budget documents @ clackamas.us/budget
 - ▶ Comprehensive Annual Financial Reports @ clackamas.us/finance
- ▶ **Attend a budget meeting or hearing!**
- ▶ **If you are interested and want to participate in the budget process, there are several County budget committees often recruiting for members: (@ clackamas.us/citizenin/abc.html)**
 - ▶ Clackamas County Service District #5 Budget Committee (Street Lights)
 - ▶ Clackamas County Audit Committee
 - ▶ Clackamas County Budget Committee
 - ▶ County Library District Budget Committee
 - ▶ Development Agency Budget Committee
 - ▶ Enhanced Law Enforcement District Budget Committee
 - ▶ North Clackamas Parks & Recreation Budget Committee
 - ▶ Clackamas County Service District #1 (Sewer Services)
 - ▶ Tri-City Service District Budget Committee



Thank You!



May 12, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Gladstone
for Addie Street Improvements in Northwest Gladstone

Purpose/Outcomes	The Agreement will allow for the Housing and Community Development Division to work with the City of Gladstone and their hired engineer to complete the design and construction of street, sidewalk, waterline and storm drain improvements along Addie Street from Barclay Avenue to Glen Echo Avenue in Gladstone.
Dollar Amount and Fiscal Impact	\$190,000 of Community Development Block Grant funds and approximately \$220,000 of City of Gladstone funds.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective May through November 2016
Previous Board Action	2015 Action Plan and the 2-Year Funding Recommendations were approved by the BCC on April 30, 2015 - agenda item 043015-A1
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 7697

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the City of Gladstone for the Addie Street Improvements Project. The Agreement determines the roles of the City of Gladstone and the County regarding contract administration, project management as well as the duties of the hired engineer during project construction. The Agreement was reviewed and approved by County Counsel on April 19, 2016.

RECOMMENDATION:

We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN RESOURCES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
AND
THE CITY OF GLADSTONE

I. Purpose

- A. This Intergovernmental Agreement (this "Agreement") is entered into between Clackamas County, acting by and through its Housing and Community Development Division ("COUNTY") and the City of Gladstone ("CITY") for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the **2015 Addie Street Improvements** project which includes design and construction of street, sidewalk, waterline and storm drain improvements along Addie Street from Barclay Avenue to Glen Echo Avenue in the northwest area of the City of Gladstone. The project is located in the City of Gladstone. These improvements are herein referred to as the "PROJECT."
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant ("CDBG") funds as a Low-Mod Area Benefit Activity. The service area for the PROJECT is defined as U.S. Census Tract 219.00 Block Group 1 and shown on the map included in Attachment A, attached hereto and incorporated by reference.

II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"). If assistance is needed for URA

guidance, the COUNTY will make available to the CITY a Right-Of-Way Acquisition Specialist.

3. The CITY shall provide engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall provide a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. If the City uses external engineering services by contracting with an engineering firm, the engaged engineering firm may donate staff time as well as donate materials for the PROJECT.
 - b. The CITY shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The CITY shall require the Engineer shall use good faith in order to maintain active coverage for not less than three (3) years following completion of the PROJECT. The CITY shall require the Engineer to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.
- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's or City's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
- e. The CITY shall require the Engineer to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect

to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

- g. The CITY shall ensure that the Engineer's responsibilities include, but not be limited to, the following:
 - (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the general contractor.
 - (ii) The Engineer shall submit all reports and recommendations concerning construction to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) The Engineer shall notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts.
 - (v) The Engineer shall file a "Pre-Construction Record of Survey" with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) The Engineer shall file a "Post-Construction Record of Survey" with the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon law.
5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.

6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
 7. Upon completion of the PROJECT, the CITY:
 - a. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward; and
 - b. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities.
 8. The CITY agrees to maintain ownership of the property for the life of the PROJECT.
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
1. The COUNTY will appropriately bid and contract for construction of the PROJECT and with the the CITY's approval, which will not be unreasonably withheld, will approve changes, modifications, or amendments as necessary to serve the public interest.
 2. In such contracts, the COUNTY will assume the rights and responsibilities of the owner of the PROJECT. Moreover, the COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CITY funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD (defined below) required PROJECT Close-Out Documents;
 - h. Release Retainage to the general contractor will occur only after hired Engineer and the CITY approve and sign-off on PROJECT after the scope of work has been completed; and
 - i. Relinquish ownership of PROJECT to the CITY upon completion.
 3. The COUNTY agrees to provide and administer available Federal Community Development Block Grant ("CDBG") funds (CFDA 14.218)

granted by the U.S. Department of Housing and Urban Development (“HUD”) to finance the PROJECT.

4. The COUNTY shall conduct necessary environmental reviews described in 570.604 of the CDBG regulations for compliance with requirements of the CDBG program prior to the start of construction.
 5. The COUNTY shall provide reasonable and necessary staff for administration of the PROJECT.
- C. The COUNTY and CITY agree to jointly review and approve all design, material selection, and contract documents for the PROJECT.
- D. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval. In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the CITY, COUNTY shall be solely responsible for these modifications.

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in the amount not to exceed **\$190,000** to the PROJECT. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, the COUNTY'S financial contribution shall not exceed the amount finally granted, released and approved by HUD for this PROJECT.
- B. The parties agree that the CDBG funds will be applied first to the total cost of the PROJECT. When and if the total cost of the PROJECT exceeds the CDBG funds, the CITY will contribute.
- C. The CITY agrees to contribute the greater of:
1. Twenty percent (20%) of the total cost of the PROJECT, or
 2. All costs for design and construction which exceed available CDBG funds budgeted (\$190,000) for the PROJECT.
- D. In addition to the CITY's contribution for the total cost of the PROJECT, the City will contribute the cost of engineer services. However, the CITY shall credit 15% of the final cost of engineering toward the CITY's contribution to the total cost of the PROJECT as described in III.C.
- E. The CITY agrees to provide funds for the PROJECT to the COUNTY in the following manner:

1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request if the CITY had approved the expense, and such approval will not be unreasonably withheld.
2. Upon receipt of written notification from the COUNTY, the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Toni Hessevick
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
4. Funds for the change order(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, A.

IV. Liaison Responsibility

Jim Whynot, will act as liaison from the CITY for the PROJECT. Mark Sirois will act as liaison from the COUNTY.

V. Special Requirements

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its

employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

- D. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.

- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- H. Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.

- I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.
- J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination of the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.
- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or
 - 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- A. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years after completion of the PROJECT.
- B. This Agreement may be suspended or terminated prior to the expiration of its term by:

1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured; or
 2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as ATTACHMENT D, resulting from material failure by the CITY to comply with any term of this Agreement; or
 3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

VIII. Integration

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

IX. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof.

XI. Waiver

The CITY and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

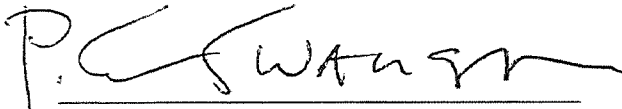
CITY OF GLADSTONE

525 Portland Avenue
Gladstone, Oregon 97027

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.



Eric Swanson, City Administrator

Richard Swift, Director
Health, Housing & Human Services
Department

Date

4/28/16

Date



M. BARBARA CARTMILL
DIRECTOR

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

May 12, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to Intergovernmental
Agreement No. 27472 with Oregon Department of Transportation for the
Pudding River (Whiskey Hill Road) Bridge #01559 Project**

Purpose/Outcomes	This contract will provide funding for construction of the Pudding River (Whiskey Hill Road) Bridge #01559 Project.
Dollar Amount and Fiscal Impact	Total project cost \$8,769,000
Funding Source	FHWA Surface Transportation Funds \$ 6,971,124 FHWA Highway Bridge Program Funds \$ 897,300 County Road Funds (10.27% of Fed Funds) \$ 900,576
Safety Impact	The existing bridge is very narrow and structurally deficient and will be replaced with a new structure meeting current design standards
Duration	Upon execution through completion of the project (expected 1/31/18)
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This project will help grow a vibrant economy and ensure safe communities by improving safety and reliability on a major arterial roadway in Clackamas County by replacing a structurally deficient bridge. 2. The new bridge will provide strong infrastructure and improve safety for the community by replacing a bridge that is aligned along a horizontal curve with poor sight distance and has a history of accidents.
Previous Board Action	<p>04/14/11: BCC Approval of Agreement No. 27472 for design of the subject project</p> <p>07/18/13: BCC Approval of Agreement No. 27929 for right of way services for the subject project</p> <p>07/25/13: BCC Approval of Amendment No. 1 to Agreement No. 27472</p> <p>07/17/14: BCC Approval of Resolution No. 2014-77, Declaring the Necessity and Purpose for Acquisition of Rights of Way and Easements, and Authorizing Negotiations and Eminent Domain Actions for the subject project</p> <p>09/11/14: BCC Approval of Agreement with Marion County to perform right of way negotiations and acquisitions in Marion County for the subject project</p> <p>05/05/16: BCC Approval of a contract with Farline Bridge, Inc. for the construction of the subject project</p>
Contact Person	Joel Howie, Civil Engineering Supervisor – DTD 503-742-4658

BACKGROUND:

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

This amendment adds indirect cost rates for County personnel working on the project and receiving reimbursement from the federal funding. Also, the amendment requires the County to follow federal accounting requirements in the Single Audit Act. The agreement does not change the amount of funding received for the design and construction of the project.

This IGA has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached amendment to the Intergovernmental Agreement for the Pudding River (Whiskey Hill Road) Bridge project.

Sincerely,

M. Barbara Cartmill
Director

Oregon Department of Transportation
AMENDMENT NUMBER 02
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 27472
Pudding River (Whiskey Hill Road) Bridge No. 01559
Clackamas County

This is Amendment No. 02 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "County." The Parties entered into an Agreement on May 25, 2011 and Amendment Number 01 on September 3, 2013.

It has now been determined by State and County that the Agreement referenced above shall be amended to update language and replace Revised Exhibit B.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**
 - a. **All references to "Local Agency Certification Program Agreement No. 24688" shall be deleted in their entirety and hereinafter be referred to as "Local Agency Certification Program Agreement No. 29025."**
 - b. **Revised Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B-1. All references to "Revised Exhibit B" shall hereinafter be referred to as "Revised Exhibit B-1."**
 - c. **TERMS OF AGREEMENT, Paragraph 20, Page 4, which reads:**

20.State's Project Liaison for this Agreement is Brian Nicholas, Region 2 Local Agency Liaison, 455 Airport Road SE, Building B, Salem, Oregon 97301-5395; phone: (503) 986-2650; email: brian.nicholas@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

- 20.State's Project Liaison for this Agreement is Lee Cronemiller, Local Agency Liaison, ODOT, Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-2779; email: lee.m.cronemiller@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the time of this Agreement.

d. **Insert new TERMS OF AGREEMENT, Paragraphs 24 and 25, to read as follows:**

24.a. Information required by 2 CFR 200.331(a), except for (xiii) indirect cost rate, shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to County with the Notice to Proceed.

b. The indirect cost rate for this Project at the time the Agreement is written is

Road Maintenance – 34.83%

Road Engineering – 38.17%

Planning and Zoning – 50.90%

Development Agency – 47.17%

and may change upon notice to State and State's subsequent written approval. County may have other indirect cost rates for departments and or disciplines that have been approved for use by their cognizant agency and State and these rates may be used on the Project, as applicable.

25. County shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications 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.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key No. 17408) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CLACKAMAS COUNTY, by and through its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
County Legal Counsel

Date _____

County Contact:

Mike Bezner, Engineering Supervisor
Clackamas County Engineering Division
150 Beaver Creek Road
Oregon City, OR 97045-4302
Phone: (503) 742-4651
Email: mikebez@co.clackamas.or.us

State Contact:

Lee Cronemiller, Local Agency Liaison
ODOT, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301
Phone: (503) 986-2779
Email: lee.m.cronemiller@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
Active Transportation Section Manager

Date _____

By _____
Region 2 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

Original signed by Kathy Lincoln on August 20, 2013

REVISED EXHIBIT B-1
PROJECT KEY MILESTONES AND SCHEDULE

Agreement No. : 27472

Project Name: Pudding River (Whiskey Hill Road) Bridge No. 01559

1. **Project Description** – The Project will replace the Whiskey Hill Road Bridge spanning the Pudding River with a longer, wider, three-span to five-span structure to provide adequate roadway width, improve alignment characteristics, and eliminate scour issues. Drilled shaft foundations will support the interior bents and driven piles will support the abutments. The roadway surface elevation at the bridge will be raised approximately four feet to accommodate the increased bridge depth and clear the 100-year flood elevation. The Project includes acquisition of new right of way and easements, improvement of existing driveways, abutting Whiskey Hill Road, and installation of an off-site detour during construction.
2. This Project is subject to progress reporting and project change process as stated in paragraphs 3 through 6 below.
3. **Monthly Progress Reports (MPR)** – County shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first full month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance.

The fillable MPR form and its instructions are available at the following website:

http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of the Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Obligation Date	Estimated Budget
1	Obligation (Federal Authorization) of HBP funds for the Preliminary Engineering phase of the Project	6/6/2011	\$1,100,000
2	Obligation (Federal Authorization) of STP funds for the Right of Way phase of the Project	6/23/2014	\$260,000
3	Obligation (Federal Authorization) of STP funds for the Construction phase of the Project	9/1/2015	\$7.409,000
	Total Project Cost		\$8,769,000

5. **Project Change Request (PCS) Process** – County must obtain approval from State’s Bridge STIP Coordinator and State’s Bridge Engineer for changes to the Project’s scope, schedule, or budget by submitting a PCR, as specified in paragraphs 5a, 5b, and 5c below. County shall be fully responsible for all costs attributable to changes to the established Project scope, schedule, or budget and prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
 - a. **Scope** – A PCR is required for any significant change or reduction in the scope of work described in the Project Description (paragraph 1 of this Exhibit).
 - b. **Schedule** – A PCR is required if County or State’s contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** – The Project’s estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State’s Regional Local Agency Liaison.
 - d. PCR requests that result in Project cost increases that are equal to or less than twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is less, can be approved by the State Bridge Engineer. Amendments can be approved and entered into by the State Bridge Engineer.
 - e. PCR requests that result in a Project cost increase in excess of twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is greater, must be approved by the State Bridge Engineer and the Local Agency Bridge Selection Committee with a majority vote. Amendments must be executed by the same officials who executed the original Agreement.
6. **PCR Form** – County must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reason for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State’s Bridge Engineer.

The fillable PCR form and its instructions are available at the following website:
http://www.oregon.gov/ODOT/TD/AT/Pages/Forms_Applications.aspx

7. **Consequence for Non-Performance** – If County fails to fulfill its obligations in paragraphs 3 through 6 above, or does not assist in advancing the Project or perform tasks that the County is responsible for under the Project Milestones, State’s course

of action through the duration of County's default may include (a) restricting County consideration for future funds awarded through State's Active Transportation Section, (b) withdrawing unused Project funds, and (c) terminating this Agreement as stated in Terms of Agreement paragraphs 16a and 16b of this Agreement and recovery of payments pursuant to Terms of Agreement, paragraph 18 of this Agreement.



This item has been removed from the agenda for further staff review

LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County
Members of the Board:

Approval to Purchase a new Wirtgen 120CFi Asphalt Milling Machine
Purchased from Modern Machinery for the Department of Transportation and Development

Purpose/Outcomes	The Clackamas County Department of Transportation and Development, Transportation Maintenance Division requests approval to purchase a new Wirtgen 120CFi milling machine. This milling machine is being purchased off of an existing National Joint Powers Alliance (NJPA) cooperative purchasing agreement # 032515-WAI. This purchase was requested by Randall Harmon, Transportation Operations Manager.
Dollar Amount and Fiscal Impact	The cost for the milling machine is \$ 537,804.85.
Funding Source	Funds for this purchase have been budgeted under DTD Funds, FY 2015/2016 under line; 215-7433-00-485520.
Safety Impact	None
Duration	None
Previous Board Action	None
Contact Person	Randall Harmon @ 503-650-3246
Contract No.	NJPA # 032515-WAI

BACKGROUND:

The Clackamas County Department of Transportation and Development, Transportation Maintenance Division requests approval to purchase a new Wirtgen 120CFi milling machine. The milling machine is being purchased off of an existing National Joint Powers Alliance (NJPA) cooperative purchasing agreement.

This Permissive Cooperative Procurement complies with ORS 279A.215 and qualifies for an exemption from formal competitive bidding under LCRB Rule C-046-0430; Contracts for the purchase of goods or services where competitive offers for the same goods or services have been obtained by any other public agency which subscribes to the basic intent of ORS Chapter 279.

The cost for the milling machine is \$ 537,804.85. Funds for this contract have been budgeted under line 215-7433-00-485520 within the DTD Department’s current FY 15/16 budget. This purchase has been reviewed by Fleet Services.

Recommendation

Staff respectfully recommends that the Board give approval to the Transportation Maintenance Division, to purchase a new milling machine from Modern Machinery. Total purchase amount not to exceed \$ 537,804.85.

Respectfully Submitted,

Dan Nenow, C. P. M.
Purchasing Staff

Placed on the Agenda of **May 12, 2016** by the Purchasing Division

DRAFT

Approval of Previous Business Meeting Minutes:

April 14, 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, April 14, 2016 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Kathleen Walker, Mt. Hood Chamber of Commerce – invited the Board to the Bite of Mt. Hood at the Resort at the Mountain.
2. Les Poole, Gladstone – Road funding, shortage of revenue, budget, taxes.
3. Paul Edger, Oregon City – traffic concerns for the proposed Willamette Falls Legacy project.
4. Joan Hamilton, Oak Grove – attended the Oak Grove Town Hall appreciated the BCC comments on regarding the Oak Grove Library.

~Board Discussion~

II. PUBLIC HEARINGS

1. Second Reading and Adoption of Ordinance No. 02-2016 Ratifying an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors AND Approval of the New Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors - *first reading was 3-24-16*

Nate Boderman, County Counsel and Mike Bezner, DTD presented the staff report.

~Board Discussion~

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 to read by title only.

MOTION:

Commissioner Bernard: I move we read the ordinance by title only.

Commissioner Smith: 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, he asked the Clerk to read the Ordinance by title only, then asked for a motion.

MOTION:

Commissioner Smith: I move we Adopt Ordinance No. 02-2016 Ratifying an Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors AND Approval of the New Intergovernmental Agreement Creating the Oregon Association of County Engineers and Surveyors.

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. Public Hearing on the Proposed Housing and Community Development 2016 Action Plan

Kevin Ko, Community Development presented the staff report. He stated that Community Development has requested this public hearing on the proposed Housing & Community Development 2016 Action Plan. This hearing will satisfy a US Dept. of Housing and Urban Development (HUD) requirement that the public annually be given an opportunity to review the performance of the County's Housing and Community Development programs. He outlined the funding recommendations for the Community Development Block Grant Program and Home and Emergency Solutions Grant Programs.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone would like to speak.

1. Melissa Erlbaum, Clackamas Women's Services – spoke in support.
2. David Nebel, Clackamas Women's Services – spoke in support.
3. Michelle Veenker, NAMI Clackamas – spoke in support gave stats regarding homelessness.
4. Angela Trimble, Northwest Housing Alternatives – spoke in support.
5. Paul Edgar, Oregon City - advocate for Veteran's
6. Jan Lindstrom, Milwaukie – importance of affordable housing.

~Board Discussion~

Chair Ludlow announced there is no Board action on this item today, it will come back for adoption at the May 5, 2016 Business meeting at 10 AM.

III. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.
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.

A. Health, Housing & Human Services

1. Approval of a Contract with Clackamas Children's Commission, Inc. for Healthy Families Screening and Home Visiting Services for High Risk Families – *Children, Youth & Families*
2. Approval of HOME Loan Agreement with Fenton Rondel Court LP for the Rondel Court Apartments Project – *Housing & Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to the Intergovernmental Agreement with Metro for the Clackamas Regional Center Area Performance Measures and Multi Modal Area Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide GED Instructional Services
2. Acceptance of Grant Award from Care Oregon to Help Fund the Creation of a Community Garden to Supply Healthy Food Baskets for Clients of the Transition Center

***E. Finance Department**

1. **Resolution No. 2016-34** Approving the Submission the Assessor's CAFFA Grant Application for Fiscal Year 2016-2017

IV. WATER ENVIRONMENT SERVICES

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

1. Approval of the Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of West Linn for Environmental Lab Services

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:51 AM

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



May 12, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

A Board Order Approving the Statutory Quitclaim Deed from the City of West Linn
and the Statutory Quitclaim Deed to the City of West Linn.

Purpose/Outcomes	The City of West Linn is executing a Statutory Quitclaim Deed to document the release of its interest due to the reversionary language of a 2002 deed requirement. The City of West Linn has now shown proof that this property is consistent to several City and neighborhood plans. As such, Clackamas County will transfer the property back to the City of West Linn with an updated Statutory Quitclaim deed.
Dollar Amount and Fiscal Impact	This action has no dollar or fiscal impact to Clackamas County. City of West Linn has already for the property transfer in 2002.
Funding Source	Not applicable.
Duration	The reversionary deed and the statutory quitclaim deed will record on the same day.
Previous Board Action	An Issues Meeting with the Board of County Commissioners was held on March 29, 2016 and was presented with property updates and solutions. The Board concurred.
Strategic Plan Alignment	1. Management of Tax Foreclosed properties 2. Build public trust through good government.
Contact Person	Rick Gruen, Property Resources Manager 503.742.4345

BACKGROUND: Property Resources Division completed a government distribution to the City of West Linn in 2002. Within the deed there was verbiage stating that, "If said property is not maintained for public purposes for a period not to exceed one year, it shall revert to Clackamas County". Efforts by the City of West Linn were unsuccessful in converting the property for a public purpose benefit until recently. County Counsel advised Property Resources to use a Statutory Quitclaim deed to document the release of the City's interest due to the reversionary language contained in the original deed. Immediately following the recording of the deed releasing the City of West Linn's interest in the property, Property Resources will record a Statutory Quitclaim Deed to re-vest ownership in the City, to remove the one year maintenance restriction, and to reaffirm that the property shall be used for the public benefit in perpetuity.

County Counsel has reviewed and approved the language of the Statutory Quitclaim deeds.

RECOMMENDATION: Staff recommends Board approval for the execution of the Statutory Quitclaim deeds and delegates signing authority to Business and Community Services Director, Gary Barth.

Respectfully submitted,

Gary Barth,
Director Business and Community Services

In the Matter of Government Distribution
Located at 21E25AD06900
To The City of West Linn
Utilizing the Revisionary Clause and
Reissuing the Statutory Quitclaim Deed

ORDER NO.

Page 1 of 1

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the Government Distribution of the real property parcel listed below and transferred by deed to the City of West Linn in a deed recorded as number 2002-041945, had been acquired by Clackamas County by tax deed, gift or purchase, is not currently in use for County purposes is described as follows;

Tract 53, MOODY INVESTMENT COMPANY'S SUBDIVISION of Parts of Units "G" and "H" of the Plat of West Oregon City, in the City of West Linn, County of Clackamas and State of Oregon. Also known as 21E25AD06900 in the County Assessor Records.

IT FURTHER APPEARING to the Board, that the said real property will revert back to Clackamas County due to the City's failure to fulfill the deed requirement contained in the deed recorded as number 2002-041945; and,

IT FURTHER APPEARING to the Board that the above described real property does fit into West Linn's' Bolton Neighborhood Plan Goal 1, Action Items 1.1 and 1.4, Goal 4, Action Item 4.3, Goal 5, Action Item 5.3, and Goal 7, Action Item 7.2. Furthermore, West Linn Parks, Recreation and Open Space Master Plan Section 5.11 General Policies, Section 6.1 Park System Concept and Proposed Park System Map 6.5 Trails and should be transferred to The City of West Linn; and

IT FURTHER APPEARING to the Board that the property should return back to the City of West Linn for future public benefit; now therefore;

IT IS HEREBY ORDERED that the described property above be transferred to The City of West Linn; and

IT IS FURTHER ORDERED that the Director or Deputy Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the acceptance and execution of all documents necessary for the sale

DATED this 12th day of May, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

After recording return to:

Lindsey Wilde
Property Agent
Clackamas County Property Resources
150 Beaver Creek Road, Suite 419
Oregon City, OR 97045

Until a change is requested all taxes shall be sent to:

Clackamas County Property Resources
Attn: Lindsey Wilde
150 Beaver Creek Road, Suite 419
Oregon City, OR 97045

STATUTORY QUITCLAIM DEED

The City of West Linn, a political subdivision of the State of Oregon, (“Grantor”), releases and quitclaims to Clackamas County, a political subdivision of the State of Oregon, (“Grantee”), all right, title, and interest in and to the following described property:

See EXHIBIT “A” attached.

The true and actual consideration for this transfer is Zero Dollars (\$0.00) but consists of other value given which is the whole of the consideration.

On April 25, 2002, Grantee, deeded the property described in Exhibit A (the “Property”) to the Grantor, deed record number 2002-041945 (“the Deed”), for public purposes in perpetuity. The Deed specifically stated that if the Property is not maintained for public purposes for a period not to exceed one year it reverts to Grantee. The Grantor did not maintain the Property for public purposes, and thus is releasing the property and all of its rights under deed record number 2002-041945 back to Grantee.

This transfer by the Grantor to the Grantee includes any rights, title and interest it has under deed record number 2002-041945.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, **SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.** THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, **SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

Dated this _____ day of _____, 2016.

City of West Linn

By: _____

State of Oregon }

County of Clackamas }

This document was acknowledged before me on _____, personally appeared the within named _____, on behalf of the City of West Linn and who is known to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he/she/they executed the same freely and voluntarily for the purposes therein contained.

Notary Public for Oregon

My Commission Expires: _____



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Enter into a Contract with Robinson Bro. Construction, Inc. for the Installation of New Fiber Optic Cable

Purpose/Outcomes	CBX is looking for approval to enter into a contract with Robinson Bros. Const., Inc. for the placement of fiber optic cable.
Dollar Amount and Fiscal Impact for CBX	CBX will recognize savings due to the fact that ODOT will be performing the final layer(s) of asphalt along Highway 43 where CBX is placing (3) new vaults.
Funding Source	CBX internal budget funds for Fiscal Year 2015-2016.
Safety Impact	N/A
Duration	Upon approval by the board, the contract will be in effect until all work is complete by Robinson Bros. Const., Inc. Project is expected to be complete by June 30, 2016.
Previous Board Action	N/A
Contact Person	Dave Devore (503)723-4996
Contract No.	

BACKGROUND:

CBX is requesting approval to enter into a contract with Robinson Bros. Const., Inc. for the placement of fiber optic cable from approximately the west end of the new Sellwood Bridge on Highway 43 down to the intersection of Highway 43 and Foothills Rd in Lake Oswego. This fiber build is shared equally with the City of Portland for both the fiber optic cable and the cost to install it. This is the first installment in a series of fiber optic construction projects to create a ring of fiber around the Willamette River from the new Sellwood Bridge to the Oregon City Bridge for CBX.

The issuance of the contract has a sense of urgency to it due to the fact that ODOT will be performing a new asphalt paving project on Highway 43 starting the evening of May 18th, 2016. The CBX fiber project was scheduled to start the first of June 2016 when ODOT requested CBX to install the (3) new vaults along Highway 43 prior to the start of the ODOT asphalt paving project. In trying to honor the partnership that CBX has with its regional partners, Robinson Bros. Const., Inc. can place the vaults prior to the ODOT asphalt pavement if they can start work this week.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this contract with Robinson Bro. Const., Inc. This contract will allow CBX to place new vaults in their project along Highway 43 prior to ODOT performing an asphalt paving project. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Placed on the Agenda of May 12, 2016 by the Purchasing Division

**CONTRACT WITH ROBINSON BROS CONSTR. INC. FOR THE
CBX/COP Sellwood to Lake Oswego Fiber Project**

THIS CONTRACT (this "Contract"), made and entered into in triplicate by and between Clackamas County, a political subdivision of the State of Oregon hereinafter called "COUNTY" and **Robinson Bros. Constr., Inc.**, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This Contract, or any modification of this Contract, will not be binding on either party except as written and signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents: (i) the Invitation to Bid, (ii) the Instructions to Bidders, (iii) the accepted Bid Proposal and Schedule of Prices, (iv) the Subcontractor List, (v) the Bid Bond, (vi) the Performance and Payment Bond, (vii) the Certificate of Insurance, (viii) the Prevailing Wage Rates, (ix) the Standard Specifications and Special Provisions, (x) the Plans, Drawings and Exhibits, (xi) this Contract including Sections 1-33 and exhibits, and (xii) any and all addenda prepared by or at the direction of and adopted by the COUNTY and entitled **CBX/COP Sellwood to Lake Oswego Fiber Project**, and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Should any dispute arise respecting interpretation of the specifications during the performance of this Contract, such dispute shall be decided by the COUNTY and the decision shall be final and conclusive.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **CBX/COP Sellwood to Lake Oswego Fiber Project** for the contract price of **\$204,230.00** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the COUNTY.

Section 4. Completion Time and Duration of Contract: Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be completed by July 31, 2016**. The project is to commence within ten (10) calendar days after the date of

Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly.

If said CONTRACTOR shall be delayed in said work by acts of God, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or neglect of said COUNTY, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or delay authorized by the COUNTY, then the time of completion shall be extended as outlined in Section 23 herein.

Section 5. Contract Payments: The COUNTY promises and agrees, upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

Section 6. Permits-Licenses-Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the COUNTY. In the performance of the work to be done under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the CONTRACTOR by this Contract shall vest in and become the property of the COUNTY at the time such are tendered by the CONTRACTOR and accepted by the COUNTY. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: Prior to completion and final acceptance of work, the CONTRACTOR shall be responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

Section 9. Final Inspection: Except as otherwise provided in the Special Provisions of this Contract, the COUNTY shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the COUNTY by the CONTRACTOR that the work is completed. If the work is not acceptable to the COUNTY, the COUNTY shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance by the COUNTY can be made.

Section 10. Materials from County Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from the project site, within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the COUNTY unless specially authorized by this Contract or by written consent of the COUNTY.

Section 11. Prosecution of the Work: Contractor shall not commence work under this Contract until the CONTRACTOR and every subcontractor (i) has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830, (ii) all other bonding and insurance requirements have been met, and (iii) a Notice to Proceed has been issued.

Section 12. Emergency Conditions-Suspension of Activities: The COUNTY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors and subcontractors of the CONTRACTOR under this Contract for such period or periods of time as the COUNTY may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
 - (a) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - (b) Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - (d) Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the COUNTY may pay such

claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, provided that the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(4) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: If the Contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a

day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the Contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.020 or under 29 USC Section 201 to 219 from receiving overtime.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

Section 17. Insurance:

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

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

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

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

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in addition to or in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. The certificate of insurance, other than the pollution liability insurance shall include the COUNTY as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self insurance maintained by the COUNTY shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656.

The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided the coverage's retroactive date is on or before the effective date of this Contract.

H. The insurance, other than the Workers' Compensation, Professional liability, and Pollution liability insurance, shall include the COUNTY as an additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the County.

This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

Section 18. Bonds: The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the Contract and the payment of obligations each in the

amount equal to the full amount of the Contract as it may be amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY.

The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830.

Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this Contract shall be furnished to the COUNTY within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the COUNTY.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: An extension of time on this Contract may be made by the COUNTY only upon written request from the CONTRACTOR and with the written consent of the surety of the CONTRACTOR. Such extension will be granted only upon a showing by the CONTRACTOR that the failure to perform this Contract within the specified period was due to causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is desired and shall describe the conditions which have occurred to prevent the CONTRACTOR from completing this contract within the specified time.

Section 21. Alterations in Details: The COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; *provided, however,* such changes or alterations shall not change the character of the work to be done, nor increase the cost

thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract nor release the surety of the CONTRACTOR on the performance bond, and the CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original contract.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this contract, the COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; *provided, however,* that any loss or cost to third parties is in no way recoverable from the COUNTY through action or otherwise by third parties, and *provided, further,* the CONTRACTOR make written application to the COUNTY within 30 days after the event.

Section 23. Violations, Suspension and Cancellation: If the CONTRACTOR violates any of the provisions of this Contract, the COUNTY, may, after giving written notice, suspend any further operations of the CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this section, the COUNTY may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the COUNTY by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds.

Section 24. Subletting of Contract: It is understood and agreed that if all or any part of the work to be done under this Contract is subcontracted such subcontracting done by the CONTRACTOR or otherwise shall in no way relieve the CONTRACTOR of any responsibility under this Contract. The CONTRACTOR shall notify the COUNTY, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the work to be done under this Contract.

Section 25. Assignment of Contract: The CONTRACTOR agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, or the power of the CONTRACTOR to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the COUNTY.

Section 26. Notices: Any written notice to the CONTRACTOR which may be required under this Contract to be served on the CONTRACTOR by the COUNTY may be served by personal delivery to the CONTRACTOR or the designated representative or representatives of the CONTRACTOR, or by mailing the notice to the address of the CONTRACTOR as such is given in the Contract, or by leaving the notice at said

address. Should the CONTRACTOR be required to notify the COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which the CONTRACTOR may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the COUNTY in person or mailed to the COUNTY.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **CBX/COP Sellwood to Lake Oswego Fiber Project**, and during any period of doing the work required by this Contract on location, the CONTRACTOR shall have a designated representative or representatives available to the COUNTY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the COUNTY and to take such action as may be required in regard to performance of the CONTRACTOR under this Contract. The COUNTY shall designate to the CONTRACTOR, the authorized representative/project manager", or his or her designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

Section 28. Inspection: The COUNTY, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the COUNTY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the COUNTY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day the project work is accepted by the COUNTY, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the COUNTY, shall become the property of the COUNTY and may be used or otherwise disposed of by the COUNTY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, officers, agents, employees, or its authorized representatives, either personally or as

public officials and employees; it always being understood that in such matters they act as agents and representative of the COUNTY.

Section 31. Laws, Regulations and Orders: 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.

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following:

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

(b) This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

(c) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, COUNTY, or federal employee.

Section 33. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Section 34. Taxes: The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle DISTRICT to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this

Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

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

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

G. 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:

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

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

Robinson Bros. Constr., Inc.
6150 NE 137th Ave.
Vancouver, WA 98682

CLACKAMAS COUNTY BOARD
COUNTY COMMISSIONERS by:

Authorized Signature

John Ludlow, Chair

Name, Title

Date

Date

Recording Secretary

360-576-5359
Telephone / Fax Number

5742
CCB License Number

APPROVED AS TO FORM

073387-18
Oregon Business Registry #

County Counsel

DBC/OR
Entity Type/State of Formation



May 12, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution for North Clackamas Parks & Recreation District for
Transfer of Appropriations for Fiscal Year 2015-2016**

Purpose/Outcome	Approval of a resolution for a transfer of appropriations for North Clackamas Parks & Recreation District FY 2015-2016
Dollar Amount and fiscal Impact	No fiscal impact. Transfer of existing appropriations between categories.
Funding Source	N/A
Safety Impact	N/A
Duration	July 1, 2015 through June 30, 2016
Previous Board Action/Review	Original Adopted Budget June 25, 2015.
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year, it is necessary to transfer appropriations between the major categories (Administration, Parks Maintenance, Program Services, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, Natural Resources, Nutrition, Transportation, Transfers and Contingency) to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution reflects the above-mentioned changes as requested by the District in keeping with a legally accurate budget.

The **System Development Charges Zone 1 Fund** - is transferring from the *Capital Outlay category* to the *Materials and Services category* in the amount of \$5,000 to pay additional fees related to the collection of System Development Charges.

The **System Development Charges Zone 2 Fund** - is transferring from the *Capital Outlay category* to the *Materials and Services category* in the amount of \$5,000 to pay additional fees related to the collection of System Development Charges.

The **System Development Charges Zone 3 Fund** - is transferring from the *Capital Outlay category* to the *Materials and Services category* in the amount of \$5,000 to pay additional fees related to the collection of System Development Charges.

RECOMMENDATION:

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

Sincerely,

Laura L. Zentner, CPA
BCS Deputy Director

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
THE NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT AND PROVIDING
AUTHORIZATION TO TRANSFER
APPROPRIATIONS WITHIN THE NORTH
CLACKAMAS PARKS & RECREATION
DISTRICT FOR FISCAL YEAR 2015-16

Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2015 through June 30, 2016, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of District residents;

WHEREAS; the funds being adjusted are:

- North Clackamas Parks & Recreation District – System Development Charges Zone 1 Fund
- North Clackamas Parks & Recreation District – System Development Charges Zone 2 Fund
- North Clackamas Parks & Recreation District – System Development Charges Zone 3 Fund

It further appearing that it is in the best interest of the District to approve this transfer of appropriation for the period of July 1, 2015 through June 30, 2016.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the transfer of appropriations within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 12th day of May, 2016

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Contract with Harper Houf Peterson Righellis Inc. for Consulting Services for Engineering Design and Construction Plans for the Otty Street Realignment Project

Purpose/Outcomes	This amendment will allow the HHPR to provide additional design and construction engineering services for the project.
Dollar Amount and Fiscal Impact	The original contract was \$646,638.43. This amendment will increase the amount by \$386,004.65.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District – no County General Funds are involved.
Duration	This contract amendment will extend the contract with HHPR until March 31, 2017.
Previous Board Action	The Board of County Commissioners previously approved the design contract with HHPR on October 30, 2014.
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322
Contract No.	N/A

BACKGROUND:

Harper Houf Peterson Righellis, Inc. (HHPR) is under contract to complete the design of the Otty Street realignment. As design proceeded, it became evident that there were additional improvements needed in the immediate area that should be included in this project. The County requested additional design services from HHPR in order to include the following:

- Widening of Otty Road from 82nd Avenue west to Fuller Road to provide sidewalks and bike lanes on the north side and dual westbound left turn lanes. This required additional site design improvements to two adjacent properties that were impacted.
- Surveying and designing improvements to an impacted property west of 82nd Avenue.
- Relocating the sanitary and water systems west of 82nd into the new roadway section.
- Signal and ADA ramp improvements at the Otty-Fuller, Otty-92nd and 92nd-Johnson Creek and Johnson Creek-Fuller intersections.

- A modified interconnect and communication system between several signals within the project vicinity in order to allow for more efficient traffic control and movement. This also required ODOT coordination.
- Preparing and processing a partition plat in order to vacate the old Otty street alignment and assemble property remnants into a viable parcel for redevelopment purposes.

The total additional fee to provide these additional design elements is \$88,607.25.

The project is currently out for bid and construction is anticipated to begin in mid-June. Typically, the Agency would have construction management and inspection provided by County staff, but due to recent staff departures and several other County projects underway, it is necessary to contract out for those services.

HHPR is prepared to provide construction engineering services that includes project management, full-time inspection, submittal review, design modifications, survey quality assurance, public involvement, record drawing production and post construction surveying. The total fee for construction engineering services is \$297,397.40, which is 13% of the estimated construction cost of \$2,284,836.50. HHPR will bill on a time and materials basis.

In order to provide the construction engineering services outlined in this amendment, the contract duration must also be extended until March 31, 2017.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the contract amendment with Harper Houf Peterson Righellis Inc. to provide additional design and construction engineering services for the Boyer Drive extension project.

Respectfully submitted,

Dan Johnson, Manager
Development Agency

Placed on the May 12, 2016 Agenda by the Purchasing Division

AMENDMENT #1 TO THE CONTRACT DOCUMENTS WITH HARPER HOUF PETERSON RIGHELLIS INC. FOR CONSULTING SERVICES FOR ENGINEERING DESIGN AND CONSTRUCTION PLANS FOR THE OTTY STREET REALIGNMENT PROJECT

This Amendment #1, when signed by **HARPER HOUF PETERSON RIGHELLIS INC.** (“Contractor”) and the Board of County Commissioners, Acting as the Governing Body of the Development Agency (“Agency”), 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 Agency entered into those certain contract documents for the provision of services dated **OCTOBER 30, 2014**, as may be amended (“Contract”);

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

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

SECTION 6 AGREEMENT FORM

Section I Compensation

Extend the term of the contract through March 31, 2017. Increase the contract compensation by \$386,004.65. The new total contract amount is not to exceed \$1,032,643.08.

Section II Services To Be Provided

Add the Scope of Work per Attachment “A”.

ORIGINAL CONTRACT	\$ 646,638.43
<u>AMENDMENT #1</u>	<u>\$ 386,004.65 Time Extension</u>
TOTAL CONTRACT AMOUNT	\$1,032,643.08

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

Harper Houf Peterson Righellis Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

CLACKAMAS COUNTY BOARD OF
COMMISSIONERS Acting as the Governing
Body of the Development Agency by:

Authorized Signature

Chair

Name / Title (Printed)

Recording Secretary

Date

Date

Phone Number

APPROVED AS TO FORM

227670-81
*Oregon Business Registry #

County Counsel

DBC Oregon
Entity Type / State of Formation

Date

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



Gregory L. Geist
Director

May 12, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas River Water Providers for Clackamas River Watershed Activities

Purpose/Outcomes	Board approval of this Intergovernmental agreement will allow Clackamas County Service District No. 1 (CCSD#1) and the Clackamas River Water Providers (CRWP) to continue joint-funding of the following mutually beneficial Clackamas River watershed activities: a) spill prevention and spill response planning, b) watershed studies and monitoring of water quality and river flow, and c) watershed health public education and outreach.
Dollar Amount and Fiscal Impact	Contract maximum value is \$10,000 per fiscal year. Funding for the current fiscal year is in the approved CCSD#1 budget. Budget requests will be submitted for funding in future years.
Funding Source	Surface water fees paid by property owners in CCSD#1. No County General Funds are requested.
Duration	Through June 30, 2020
Previous Board Action/Review	A previous 5-year IGA with CRWP was approved by the Board under Consent Agenda item 020311, VI.1.
Strategic Plan Alignment	1. The IGA supports multiple results in the Department's Strategic Plan including, making sure members of communities served by WES are aware of their impact on water quality (Communications), and making sure District streams are healthy (Watershed Protection). 2. The IGA supports the County's strategic priority to 'Honor, utilize, promote and invest in our natural resources'.
Contact Person	Ron Wierenga, Surface Water Manager x4581, rwierenga@clackamas.us
Contract No.	N/A

BACKGROUND:

The Clackamas River Water Providers (CWRP) is an intergovernmental entity which was created in 2007 under ORS Chapter 190 that represents the Cities of Estacada, Gladstone, Lake Oswego, and Tigard, the Clackamas River Water District, the Oak Lodge Water District, the South Fork Water Board (serving the cities of Oregon City and West Linn), and the Sunrise Water Authority (serving a large unincorporated area and the Cities of Damascus and Happy Valley). The CRWP was created to coordinate efforts regarding water resource planning, management, conservation and development of the waters of the Clackamas River on a sustainable basis; to fund and manage water conservation programs and public outreach and

education programs which reduce water pollution; to fund, manage, and/or support innovative efforts to reduce levels of pollution in the watershed; to monitor water quality and flow; and to fund administrative staff to implement CRWP activities and programs.

In partnership with the CRWP, the CCSD#1 has been jointly funding successful projects and programs through Board-approved agreements since 2000, and the District wishes to continue to jointly fund the following types of Clackamas River Watershed Activities which are beneficial to the District: a) spill prevention and spill response planning, b) watershed studies and monitoring of water quality and flow, and c) watershed health public education and outreach.

These activities also support the District's compliance with state and federal nonpoint source pollution regulations including implementing its Municipal Separate Storm Sewer Permit and watershed cleanup strategies in Total Maximum Daily Load Implementation Plans.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve the Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas River Water Providers for Clackamas River Watershed Activities.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

**INTERGOVERNMENTAL
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and
CLACKAMAS RIVER WATER PROVIDERS for
CLACKAMAS RIVER WATERSHED ACTIVITIES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into between the Clackamas County Service District No. 1 (hereafter called "DISTRICT"), a county service district formed pursuant to ORS Chapter 451 and the CLACKAMAS RIVER WATER PROVIDERS ("CRWP"), an intergovernmental entity created under ORS Chapter 190 that represents the following organizations: the Cities of Estacada, Lake Oswego, and Tigard, Clackamas River Water, the North Clackamas County Water Commission, South Fork Water Board, and Sunrise Water Authority.

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, cost effective and efficient watershed management requires cooperative planning, management, and financial participation; and

WHEREAS, the CRWP wishes to partner with the DISTRICT on joint funding of certain Clackamas River Watershed Activities.

WHEREAS, greater knowledge of the Clackamas River and its tributaries is needed for improved long-term management of the watershed; and

WHEREAS, the United States Geological Survey (USGS), the DISTRICT, and the CRWP have determined that monitoring, assessment, research studies, and support of the Clackamas River would further provide meaningful data for the management of the watershed; and

WHEREAS, the signatories to this Agreement recognize that the existing requirements and long term objective of the CRWP requires a phased-in program meeting the mutual objectives of all citizens and local governments; and

WHEREAS, the CRWP's members have agreed to enter into an intergovernmental agreement pursuant to ORS 190.003 – 190.110, which authorizes units of local government to enter into such agreements, to jointly fund a portion of the matching funds needed for the USGS and other local agencies that conduct water quality improvement studies, and to fund other programs and projects as noted herein.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution and through June 30, 2020. This agreement can be automatically renewed through written notification by both DISTRICT and CRWP; this notification shall state the intent to renew for an additional time period.
2. **Obligation of CRWP.**
 - A. CRWP shall partner with DISTRICT on projects/programs which are described in more detail in the scope of work at Exhibit A, attached hereto and incorporated by reference.
3. **Obligation of the DISTRICT.**
 - A. DISTRICT shall pay a flat fee of TEN THOUSAND DOLLARS (\$10,000.00) per fiscal year to the CRWP, as its share of the cost of performing certain Clackamas River Watershed

Activities. The CRWP will invoice the DISTRICT at the beginning of each fiscal year. If in any given year, DISTRICT decides to provide funding in addition to the \$10,000.00 flat fee for specific projects, it will notify the CRWP of its intent and of the additional funding amount so that CRWP can invoice DISTRICT appropriately. Allocation of these additional funds to selected Clackamas River Watershed Activities in future fiscal years shall be made at the DISTRICT'S sole discretion and only if funds are provided in relevant fiscal years' budgets for this work by DISTRICT's governing body.

4. Work Plan and Scheduling of Work.

- A. CRWP will implement the projects outlined in Exhibit A through **June 30, 2020**. DISTRICT acknowledges that said schedule is dependent on many conditions and may be subject to change. CRWP will provide prompt notice to DISTRICT of any anticipated delays in the schedule.
- B. Nothing herein shall prevent the parties from meeting to mutually to discuss the projects outlined in Exhibit A. Each party shall use best efforts to coordinate with the other to minimize conflicts. No adjustment shall be made which obligates the DISTRICT to fund in excess of \$10,000.00 annually.

5. Early Termination of Agreement

- A. The DISTRICT and CRWP, by mutual written agreement, may terminate this Agreement effective at the end of any fiscal year by delivering written notice not less than ninety (90) days prior to the end of that fiscal year. The fiscal year of CRWP shall begin July 1 and end June 30 of each year. Early withdrawal during the fiscal year is not allowed as it may have a negative impact on current activities of CRWP.
 - B. Either the DISTRICT or CRWP may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
- 6. Indemnification.** CRWP agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, of CRWP or CRWP's officers, owners, employees, agents, or its subcontractors or anyone over which CRWP has a right to control.
- 7. Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 8. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

9. **Integration.** This Agreement contains the entire agreement between the DISTRICT and CRWP and supersedes all prior written or oral discussions or agreements.
10. **Amendments.** The DISTRICT and CRWP may amend this Agreement at any time only by written amendment executed by the DISTRICT and CRWP.
11. **Waiver.** The DISTRICT and CRWP shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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

CLACKAMAS RIVER WATER
PROVIDERS

BOARD OF COUNTY COMMISSIONERS
of CLACKAMAS COUNTY, acting as the
governing body of Clackamas County Service
District No. 1

Chair

Chair

Date

Date

Recording Secretary

Date:_____

Scope Of Work for CCSD#1-CRWP IGA Fiscal Years 2015-16 through 2019-20

The Clackamas River Water Providers (CRWP) and Clackamas County Service District No. 1 (CCSD#1) are both committed to assisting with the cooperative management of water resources in the Clackamas River watershed. By participating with the CRWP on various water quality protection, monitoring, and educational activities, CCSD#1's ratepayers and the Clackamas River watershed will both benefit. Working together, the CRWP and CCSD#1 can leverage their limited resources, provide consistent messaging to citizens, and avoid duplicating efforts. The CRWP currently implements a number of programs that CCSD#1 has identified that also meet programmatic needs in CCSD#1. These are outlined below. In recognition of this work the CCSD#1 will contribute \$10,000 annually to support and ensure the continuation of these efforts.

The CCSD#1 realizes that \$10K is a small portion of the CRWP's annual revenue and that these funds only support a small piece of larger CRWP programs and therefore will not be earmarked for specific projects.

This Scope of Work has multiple tasks:

Task #	Program/Project	CCSD#1 Annual Contribution
Task 1	<i>Spill Prevention and Spill Response Planning, including but not limited to:</i> <ul style="list-style-type: none"> • Development of a Geographic Response Plan (GRP) • Emergency preparedness and response planning • Spill Response Notification: Advocate for improvements to the existing spill response notification system 	\$2,500
Task 2	<i>Watershed Studies and Monitoring, including but not limited to:</i> <ul style="list-style-type: none"> • Continuous monitoring of the Clackamas River's water quality & flow by the U.S. Geological Survey • Watershed characterization including riparian area assessments and prioritization • Water quality and biological monitoring 	\$6,000
Task 3	<i>Watershed Health Public Education & Outreach, including but not limited to:</i> <ul style="list-style-type: none"> • Watershed lessons provided to children in school classrooms • Printing and distribution of material that provides information to home and business owners about protecting water quality 	\$1,500
	Total Annual Cost to CCSD#1	\$10,000