



AGENDA

Thursday, December 11, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-115

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

1. Resolution No. _____ for a Clackamas County Supplemental Budget (Greater than 10%) and Budget Reduction for Fiscal Year 2014-2015 (Diane Padilla, Budget Manager)
2. First Reading of Ordinance No. _____ Modifying the Moratorium on Medical Marijuana Dispensaries in Clackamas County (Dan Chandler, Strategic Policy Administrator)

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

- 3 1. Approval of the HOME Loan Agreement with Central City Concern for the Town Center Greens Housing Project – *Housing & Community Development*
- 4 2. Approval of a Construction Contract with CG Contractors LLC the SW Laurel Road and SW Maple Road Improvements Project – *Housing & Community Development*

- 5 3. Approval of an Amendment to the Intergovernmental Sub-Recipient Agreement with the City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents – *Social Services*

B. Department of Transportation & Development

- 6 1. Board Order No. _____ Acknowledging the Acceptance of Additional Right-of-Way and Simultaneously Vacating Portions of SE Laurie Avenue, County Road No. 2276, DTD No. 21110

- 7 2. Board Order No. _____ Adopting the Vacation of Winston Road in the City of Damascus

- 8 3. Approval of intergovernmental Agreement between Clackamas County and Clackamas Community College for Transportation Maintenance Services

- 9 4. Approval to Purchase a New Altec TA40 Boom Mounted on a International 4300 Chassis Purchased from Altec Industries for the Transportation Maintenance Division - *Purchasing*

- 10 5. Approval to Purchase two 114SD Freightliner Dump Trucks from McCoy Freightliner for the Transportation Maintenance Division – *Purchasing*

- 11 6. Approval of a Contact with DKS Associates, Inc. for the Clackamas Regional Center Design Plan Area Multimodal Mixed Use Area Designation and Transportation System Development Charge Update Project - *Purchasing*

C. Finance Department

- 12 1. Resolution No. _____ for a Clackamas County Supplemental Budget (Less than 10%) for Fiscal Year 2014-2015

- 13 2. Resolution No. _____ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2014-2015

- 14 3. Resolution No. _____ for Clackamas County for Transfer of Appropriations for Fiscal Year 2014-2015

D. Elected Officials

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

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

- 16 1. Resolution No. _____ for Approval of a Supplemental Budget (Less than 10%) for North Clackamas Parks & Recreation District

VI. LIBRARY DISTRICT OF CLACKAMAS COUNTY

- 17 1. Resolution No. _____ for Approval of a Supplemental Budget (Less than 10%) for the Library Service District of Clackamas County

VII. WATER ENVIRONMENT SERVICES

- 18
1. Approval of the Agreement to Furnish Engineering Services between Clackamas County Service District No. 1 and Herrera Environmental Consultants, Inc. for the Carli Creek Water Quality and Habitat Enhancement Design Project
 - 19 2. Approval of a Settlement Agreement between Clackamas County Service District No. 1 and Fred Meyer Stores, Inc. for Wastewater Service Overbilling.

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

December 11, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2014-2015

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$20,844,627.
Funding Source	Includes Prior Year Revenue, Fund Balance, Federal, State and Local Grants, License and Permits, Charge for Services, Miscellaneous Revenue, Other Funding Sources and Interfund Transfers.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 (4) which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The General Fund- Non Departmental is recognizing actual beginning fund balance and reducing an interfund transfer from the Justice Court Fund and increasing contingency.

The Public Safety Local Option Levy Fund is recognizing actual fund balance and reducing contingency.

The Library Services Fund is recognizing lower than anticipated actual fund balance and realigning current appropriations to better reflect projected expenditures.

The Sheriff's Fund is recognizing actual beginning fund balance, salary reimbursement and other revenue and reducing appropriations accordingly.

The Countywide Transportation SDC Fund is recognizing actual beginning fund balance and an interfund transfer from the Happy Valley/Clackamas Joint Transportation Fund and budgeting for an interfund transfer to the DTD Capital Projects Fund, increasing a payment to the Oregon Transportation Infrastructure Bank and appropriating remaining funds in contingency.

The Public Land Corner Preservation Fund is recognizing lower than estimated fund balance and reducing contingency.

The Happy Valley/Clackamas Joint Transportation Fund is recognizing fund balance and increasing its interfund transfer to the Countywide Transportation SDC Fund and increasing contingency.

The Health, Housing and Human Services Administration Fund is recognizing additional fund balance and an interfund transfer from the General Fund and increasing current appropriations.

The Behavioral Health Fund is decreasing its budget in recognition of lower than expected actual fund balance and state funding, particularly from the Mental Health Residential Program. The budget was constructed assuming this program would move from Comprehensive Mental Health Plan to Medicaid. Reductions are being made in contingency and current program appropriations accordingly.

The Social Services Fund is recognizing an interfund transfer from the General Fund, lower than estimated program revenues and beginning fund balance and reducing current appropriations.

The Children, Youth and Families Fund is recognizing lower than estimated fund balance and reducing contracted services accordingly.

The Public Health Fund is decreasing and realigning its budget due to lower beginning fund balance, fee revenue and changes in other grant revenue and reducing current appropriations and contingency. This fund is also recognizing, additional interfund transfer from the General Fund.

The Clackamas Health Centers Fund is recognizing additional fund balance and fee revenue from Care Oregon and Family Care and budgeting for an interfund transfer to the General Fund, reserves, contingency and program expenses. This fund is also adding a full-time Mental Health Specialist, an Office Specialist 2 and one full-time and one part-time Administrative Assistant for additional Clinic Program support.

The Forest Management Fund is recognizing beginning fund balance and budgeting it in contingency.

The Juvenile Fund is recognizing fund balance and internal grant revenue from the Sheriff's Fund to reimburse the cost of beds at the detention center and budgeting for program expenses.

The DTD Capital Projects Fund is recognizing fund balance and an interfund transfer from the Countywide Transportation SDC Fund and appropriating it in capital outlay.

The Clackamas Broadband Utility Fund is recognizing lower than estimated fund balance and reducing construction accordingly.

The Cable Administration Fund is recognizing additional fund balance and increasing current appropriations.

The Telecommunication Services Fund is recognizing fund balance and budgeting for upgrades to the Development Services Building phone system.

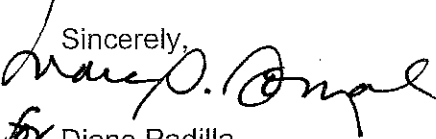
The Board of Commissioners has given approval for the county to self insure Providence medical plans beginning January 2015. The Self-Insurance Fund is increasing both revenue and expenditure budgets to reflect this change. The fund is also recognizing additional fund balance and budgeting it in contingency.

The effect of this Resolution is a change in appropriations of \$20,844,627 including revenues as detailed below:

Prior Year Revenues	\$ (43,405.)
Fund Balance	10,602,326.
License and Permits	(224,840.)
Grant Revenue	5,118.
Federal Operating Grants	(35,856.)
State Operating Grants	(2,763,744.)
Local Government & Other Agencies	367,477.
Charge for Services	(3,016.)
Miscellaneous Revenue	10,665,292.
Other Financing Sources	20.
Interfund Transfer	<u>2,275,255.</u>
Total Recommended	<u>\$ 20,844,627.</u>

RECOMMENDATION:

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

Sincerely,

for Diane Padilla
Budget Manager

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

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



Resolution No. _____
Page 1 of 2

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

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

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 11, 2014.

WHEREAS; the funds being adjusted are:

- . General Fund – Non Departmental
- . Public Safety Local Option Levy Fund
- . Library Services Fund
- . Sheriff's Fund
- . Countywide Transportation SDC Fund
- . Public Land Corner Preservation Fund
- . Happy Valley/Clackamas Joint Transportation SDC Fund
- . Health, Housing and Human Services Administration Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Children, Youth and Families Fund
- . Public Health Fund
- . Clackamas Health Centers Fund
- . Forest Management Fund
- . Juvenile Fund
- . DTD Capital Projects Fund
- . Clackamas Broadband Utility Fund
- . Cable Administration Fund
- . Telecommunication Services Fund
- . Self-Insurance Fund;

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

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



Resolution No. _____
Page 2 of 2

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

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

DATED December 11, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
December 11, 2014

Recommended items by revenue source:

Prior Year Revenue	\$ (43,405.)
Fund Balance	10,602,326.
License and Permits	(224,840.)
Grant Revenue	5,118.
Federal Operating Grants	(35,856.)
State Operating Grants	(2,763,744.)
Local Government & Other Agencies	367,477.
Charge for Services	(3,016.)
Miscellaneous Revenue	10,665,292.
Other Financing Sources	20.
Interfund Transfers	<u>2,275,255.</u>
Total Recommended	<u>\$ 20,844,627.</u>

GENERAL FUND- NON DEPARTMENTAL

Revenues:	
Fund Balance	\$ 4,024,192.
Interfund Transfer	<u>(195,087.)</u>
Total Revenues	<u>\$ 3,829,105.</u>
Expenses:	
Contingency	<u>\$ 3,829,105.</u>
Total Expenses	<u>\$ 3,829,105.</u>

General Fund- Non Departmental is recognizing actual beginning fund balance and reducing an interfund transfer from the Justice Court Fund and increasing contingency.

SAFETY LOCAL OPTION LEVY FUND

Revenues:	
Fund Balance	\$ (41,469.)
Total Revenues	<u>\$ (41,469.)</u>
Expenses:	
Contingency	<u>\$ (41,469.)</u>
Total Expenses	<u>\$ (41,469.)</u>

Public Safety Local Option Levy Fund is recognizing actual fund balance and reducing contingency.

LIBRARY SERVICES FUND

Revenues:

Fund Balance	\$ (483,751.)
Total Revenues	<u>\$ (483,751.)</u>

Expenses:

Materials and Services	\$ (1,149,217.)
Capital Outlay	682,912.
Contingency	(17,446.)
Total Expenses	<u>\$ (483,751.)</u>

Library Services Fund is recognizing lower than anticipated actual fund balance and realigning current appropriations to better reflect projected expenditures.

SHERIFF'S FUND

Revenues:

Fund Balance	\$ (1,111,581.)
Licenses and Permits	(62,696.)
Federal Operating Grants	(32,184.)
Charge for Services	(19,399.)
Miscellaneous Revenue	(301,078.)
Total Revenues	<u>\$ (1,526,938.)</u>

Expenses:

Personnel Services	\$ (423,100.)
Materials and Services	(965,838.)
Capital Outlay	(138,000.)
Total Expenses	<u>\$ (1,526,938.)</u>

Sheriff's Fund is recognizing actual beginning fund balance, salary reimbursement and other revenue and reducing appropriations accordingly.

COUNTYWIDE TRANSPORTATION SDC FUND

Revenues:

Fund Balance	\$ 2,616,445.
Interfund Transfer	750,000.
Total Revenues	<u>\$ 3,366,445.</u>

Expenses:

Materials and Services	\$ 1,500,000.
Interfund Transfer	1,270,342.
Contingency	596,103.
Total Expenses	<u>\$ 3,366,445.</u>

Countywide Transportation SDC Fund is recognizing actual beginning fund balance and an interfund transfer from the Happy Valley/Clackamas Joint Transportation Fund and budgeting for an interfund transfer to the DTD Capital Projects Fund, increasing a payment to the Oregon Transportation Infrastructure Bank and appropriating remaining funds in contingency.

PUBLIC LAND CORNER PRESERVATION FUND

Revenues:	
Fund Balance	\$ (13,329.)
Total Revenues	<u>\$ (13,329.)</u>
Expenses:	
Contingency	\$ (13,329.)
Total Expenses	<u>\$ (13,329.)</u>

Public Land Corner Preservation Fund is recognizing lower than estimated fund balance and reducing contingency.

HAPPY VALLEY/CLACKAMAS JOINT TRANSPORTATION SDC FUND

Revenues:	
Fund Balance	\$ 982,325.
Total Revenues	<u>\$ 982,325.</u>
Expenses:	
Interfund Transfers	\$ 750,000.
Contingency	<u>232,325.</u>
Total Expenses	<u>\$ 982,325.</u>

Happy Valley/Clackamas Joint Transportation Fund is recognizing fund balance and increasing its interfund transfer to the Countywide Transportation SDC Fund and increasing contingency.

HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND

Revenues:	
Fund Balance	\$ 101,652.
Interfund Transfer	<u>50,000.</u>
Total Revenues	<u>\$ 151,652.</u>
Expenses:	
Materials and Services	\$ 91,652.
Contingency	<u>60,000.</u>
Total Expenses	<u>\$ 151,652.</u>

Health, Housing and Human Services Administration Fund is recognizing additional fund balance and an interfund transfer from the General Fund and increasing current appropriations.

BEHAVIORAL HEALTH FUND

Revenues:	
Prior Year Revenue	\$ (49,753.)
Fund Balance	(599,326.)
State Operating Grants	(3,056,396.)
Miscellaneous Revenue	(50,000.)
Total Revenues	<u>\$ (3,755,475.)</u>
Expenses:	
Materials and Services	\$ (3,663,959.)
Contingency	(91,516.)
Total Expenses	<u>\$ (3,755,475.)</u>

Behavioral Health Fund is decreasing its budget in recognition of lower than expected actual fund balance and state funding, particularly from the Mental Health Residential Program. The budget was constructed assuming this program would move from Comprehensive Mental Health Plan to Medicaid. Reductions are being made in contingency and current program appropriations accordingly.

SOCIAL SERVICES FUND

Revenues:	
Fund Balance	\$ (96,834.)
Federal Operating Grants	(4,844.)
State Operating Grants	(8,621.)
Charge for Services	(25,000.)
Interfund Transfer	300,000.
Total Revenues	<u>\$ 164,701.</u>
Expenses:	
Personnel Services	\$ (60,007.)
Materials and Services	(5,048.)
Contingency	229,756.
Total Expenses	<u>\$ 164,701.</u>

Social Services Fund is recognizing an interfund transfer from the General Fund, lower than estimated program revenues and beginning fund balance and reducing current appropriations.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Fund Balance	\$ (197,510.)
Total Revenues	<u>\$ (197,510.)</u>
Expenses:	
Materials and Services	\$ (197,510.)
Total Expenses	<u>\$ (197,510.)</u>

Children, Youth and Families Fund is recognizing lower than estimated fund balance and reducing contracted services accordingly.

PUBLIC HEALTH FUND

Revenues:

Prior Year Revenue	\$ 6,348.
Fund Balance	(187,212.)
License and Permits	(162,144.)
Federal Operating Grants	(28,378.)
State Operating Grants	301,273.
Local Government & Other Agencies	6,000.
Charge for Services	(324,249.)
Miscellaneous Revenue	(2,922.)
Other Funding Sources	20.
Interfund Transfer	100,000.
Total Revenues	<u>\$ (291,264.)</u>

Expenses:

Personnel Services	\$ (106,960.)
Materials and Services	287,743.
Contingency	(472,047.)
Total Expenses	<u>\$ (291,264.)</u>

Public Health Fund is decreasing and realigning its budget due to lower beginning fund balance, fee revenue and changes in other grant revenue and reducing current appropriations and contingency. This fund is also recognizing, additional interfund transfer from the General Fund.

CLACKAMAS HEALTH CENTERS FUND

Revenues:

Fund Balance	\$ 2,359,334.
Local Government and Other Agencies	361,477.
Charge for Services	50,206.
Total Revenues	<u>\$ 2,771,017.</u>

Expenses:

Personnel Services	\$ 1,519,582.
Materials and Services	164,458.
Interfund Transfer	700,000.
Capital Outlay	15,000.
Reserve	321,977.
Contingency	50,000.
Total Expenses	<u>\$ 2,771,017.</u>

Clackamas Health Centers Fund is recognizing additional fund balance and fee revenue from Care Oregon and Family Care and budgeting for an interfund transfer to the General Fund, reserves, contingency and program expenses. This fund is also adding a full-time Mental Health Specialist, an Office Specialist 2 and one full-time and one part-time Administrative Assistant for additional Clinic Program support.

FOREST MANAGEMENT FUND

Revenues:	
Fund Balance	\$ 121,258.
Total Revenues	<u>\$ 121,258.</u>
Expenses:	
Contingency	\$ 121,258.
Total Expenses	<u>\$ 121,258.</u>

Forest Management Fund is recognizing beginning fund balance and budgeting it in contingency.

JUVENILE FUND

Revenues:	
Fund Balance	\$ 1,430,405.
Grant Revenue	5,118.
Federal Operating Grants	29,550.
Charge for Services	315,426.
Total Revenues	<u>\$ 1,780,499.</u>
Expenses:	
Personnel Services	\$ 29,781.
Materials and Services	1,750,718.
Total Expenses	<u>\$ 1,780,499.</u>

Juvenile Fund is recognizing fund balance and internal grant revenue from the Sheriff's Fund to reimburse the cost of beds at the detention center and budgeting for program expenses.

DTD CAPITAL PROJECTS FUND

Revenues:	
Fund Balance	\$ 206,168.
Interfund Transfer	1,270,342.
Total Revenues	<u>\$ 1,476,510.</u>
Expenses:	
Capital Outlay	\$ 1,476,510.
Total Expenses	<u>\$ 1,476,510.</u>

DTD Capital Projects Fund is recognizing fund balance and an interfund transfer from the Countywide Transportation SDC Fund and appropriating it in capital outlay.

CLACKAMAS BROADBAND UTILITY FUND

Revenues:	
Fund Balance	\$ (67,282.)
Total Revenues	<u>\$ (67,282.)</u>
Expenses:	
Capital Outlay	\$ (67,282.)
Total Expenses	<u>\$ (67,282.)</u>

Clackamas Broadband Utility Fund is recognizing lower than estimated fund balance and reducing construction accordingly.

CABLE ADMINISTRATION FUND

Revenues:	
Fund Balance	\$ 211,162.
Total Revenues	<u>\$ 211,162.</u>
Expenses:	
Personnel Services	\$ 40,000.
Materials and Services	106,250.
Capital Outlay	64,912.
Total Expenses	<u>\$ 211,162.</u>

Cable Administration Fund is recognizing additional fund balance and increasing current appropriations.

TELECOMMUNICATION SERVICES FUND

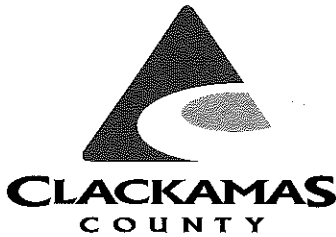
Revenues:	
Fund Balance	\$ 360,355.
Total Revenues	<u>\$ 360,355.</u>
Expenses:	
Capital Outlay	\$ 360,355.
Total Expenses	<u>\$ 360,355.</u>

The Telecommunication Services Fund is recognizing fund balance and budgeting for upgrades to the Development Services Building phone system.

SELF-INSURANCE FUND

Revenues:	
Fund Balance	\$ 987,324.
Miscellaneous Revenue	11,019,292.
Total Revenues	<u>\$12,006,616.</u>
Expenses:	
Materials and Services	\$11,019,292.
Contingency	987,324.
Total Expenses	<u>\$12,006,616.</u>

Board of Commissioners has given approval for the county to self insure Providence medical plans beginning January 2015. The Self-Insurance Fund is increasing both revenue and expenditure budgets to reflect this change. The fund is also recognizing additional fund balance and budgeting it in contingency.



2

OFFICE OF THE COUNTY ADMINISTRATOR

December 11, 2014

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

Board of Commissioners
Clackamas County

Members of the Board:

First Reading of an Ordinance Modifying the Moratorium on Medical Marijuana
Dispensaries (Ordinance No. 01-2014) in Clackamas County
and Declaring an Emergency

Purpose/Outcome	Discussion regarding Ordinance Modifying the Moratorium on Medical Marijuana Dispensaries in Clackamas County.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	
Duration	N/A
Previous Board Action/Review	Study session on November 12, 2014.
Contact Person	Dan Chandler, Strategic Policy Administrator, 503-742-5394

BACKGROUND:

Medical Marijuana

On March 19, 2014, Governor Kitzhaber signed Senate Bill 1531 into law. The law gave local governments the authority to impose "time, place and manner" regulations on medical marijuana dispensaries, but stops short of authorizing local governments to institute permanent bans on these facilities.

The bill required that the Oregon Health Authority license medical marijuana dispensaries and imposed a number of siting requirements:

1. Must be located in an area that is zoned for commercial, industrial or mixed use or as agricultural land.
2. May not be located at the same address as a marijuana "grow site."
3. Must not be located within 1,000 feet of a public or private elementary, secondary or career school attended primarily by minors.
4. Must not be located within 1,000 of another medical marijuana facility.

The bill did, however allow local governments to impose up to a one-year moratorium on medical marijuana dispensaries, provided the moratorium was adopted by May 1, 2014. Most local governments around the state imposed moratoriums, with a few notable exceptions, including the City of Portland. The City of Salem adopted a fairly strict time, place and manner ordinance.

On April 24, 2014, the Board of Commissioners adopted Ordinance 01-2014, imposing a one-year moratorium on medical marijuana facilities in the County. The moratorium will expire as a matter of law in April of 2015.

Recreational Marijuana – Measure 91

On November 4, 2014 voters approved Measure 91, which will legalize recreational marijuana in Oregon. Measure 91 passed in Clackamas County by approximately 6700 votes. Recreational marijuana would be subject to regulation by the Oregon Liquor Control Commission, or OLCC. Local governments will retain the ability to impose regulations on the “nuisance aspects” of marijuana facilities.

Study Session

At a study session on November 12, 2014, a majority of the Board of County Commissioners directed staff to move forward with an ordinance that would lift the moratorium as to those medical marijuana dispensaries that had obtained approval from the Oregon Health Authority prior to adoption of the moratorium.

The best information available indicates that there are four locations that would benefit from this provision.

Recommendation:

Staff recommends the Board of County Commissioners hold this public hearing, read the proposed ordinance by title only and proceed to a second reading on Thursday, January 8, 2015.

Respectfully submitted:



Dan Chandler
Strategic Policy Administrator

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6.12, MEDICAL MARIJUANA FACILITY MORATORIUM, OF THE CLACKAMAS COUNTY CODE AND DECLARING AN EMERGENCY

WHEREAS, the Oregon Legislature enacted House Bill 3460 (2013), which requires the Oregon Health Authority to develop and implement a process to register medical marijuana facilities; and

WHEREAS, House Bill 3460 (2013) directed that persons who operate or are employed by a registered medical marijuana facility would enjoy immunity from state prosecution; and

WHEREAS, the Oregon Legislature enacted Senate Bill 1531 (2014) which affirmatively afforded Oregon cities and counties the ability to impose a moratorium on medical marijuana dispensaries to locate within their boundaries until May 1, 2015; and

WHEREAS, Senate Bill 1531 (2014) removes immunity from state prosecution for person who is responsible for or employed by a registered medical marijuana facility located in an area subject to the jurisdiction of a city, or county that enacts a moratorium prohibiting the operation of a medical marijuana facility; and

WHEREAS, the issue of whether a local government determines a certain type of business should operate within its jurisdictional limits is an area of county concern and a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction; and

WHEREAS, on April 24, 2014, the Board of County Commissioners enacted Ordinance 01-2014, a moratorium prohibiting the siting and operation of medical marijuana dispensaries within the jurisdictional boundaries of unincorporated Clackamas County. An emergency was declared and the moratorium was effective immediately; and

WHEREAS, several applicants within unincorporated Clackamas County had obtained approval from the Oregon Health Authority to operate medical marijuana dispensaries in unincorporated Clackamas County prior to the adoption and effective date of the moratorium; and

WHEREAS, on November 4, 2014, the voters of the State of Oregon passed Measure 91 (2014), which will legalize the recreational use of marijuana in the state effective July 2015; and

WHEREAS, the Board of Commissioners of Clackamas County has determined that it is in the best interests of the health, safety and welfare of the citizens of Clackamas County to exempt facilities that obtained valid authorizations from the Oregon Health Authority prior to the effective date of the moratorium, and to allow them to operate as approved by the state while the County explores the range of options surrounding the

ORDINANCE NO. _____

regulation of medical and recreational marijuana facilities within unincorporated Clackamas County;

NOW THEREFORE, BASED ON THE FOREGOING, THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ORDAINS AS FOLLOWS:

Section 1. Subsection 6.12.A of the Clackamas County Code is amended to read as follows:

6.12 MEDICAL MARIJUANA FACILITY MORATORIUM

- A. MORATORIUM DECLARED. The County of Clackamas hereby issues a moratorium prohibiting the operation of any medical marijuana facility in any area subject to the jurisdiction of Clackamas County. As used in this section, "medical marijuana facility" includes any facility that dispenses marijuana pursuant to ORS 475.314 or any other provision of Oregon law. This subsection shall not apply to any medical marijuana facility, located within the Metro Urban Growth Boundary and which obtained full, unconditional approval by the Oregon Health Authority on or before April 23, 2014.

Section 2. Emergency Clause

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

ADOPTED this ____ day of December 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

December 11, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of HOME Loan Agreement with
 Central City Concern for the Town Center Greens Housing Project

Purpose/Outcomes	HOME Program funds will assist in the acquisition and development of the 60 unit Town Center Greens affordable housing project.
Dollar Amount and Fiscal Impact	Total HOME funds is \$1,500,000: <ul style="list-style-type: none"> • \$1,500,000 long-term loan, 0.0% interest, 30-year term. If repayment of \$1,000,000 occurs within 20 years, the County will forgive the remaining balance of \$500,000. • No County General Funds are involved.
Funding Source	The fund source is the FY13 and FY14 HOME Investment Partnerships Program allocations which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Safety Impact	None.
Duration	The term of the loan is 30 years, beginning January 1, 2015 and ending December 31, 2044.
Previous Board Action	May 1, 2014 – H3S, Approval of Housing and Community Development 2014 Action Plan, Board Order #050114-A1
Contact Person	Kevin Ko, Manager, Housing & Community Development Division, 655-8359.
Contract No.	H3S 6998

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a HOME Agreement with Central City Concern for the Town Center Greens Housing Project. The Central City Concern (CCC) development is a 60 unit, multi-family affordable housing project on a vacant parcel located on SE 85th Avenue, between SE Monterey and SE Causey in Happy Valley. The property is located close to Clackamas Town Center, transit lines and other services. The project is being designed to serve the following underserved populations; people in recovery from drug and/or alcohol addiction, families with children who are homeless or at-risk of becoming homeless, survivors of domestic violence and families working toward reunification and regaining custody of children from protective services and foster care.

On May 1, 2014 the Board approved the Housing and Community Development 2014 Action Plan. The Action Plan is developed annually through a public process which identifies and prioritizes community needs, and targets HUD funds to address the highest priority needs. Included in the 2014 Action Plan are two allocations of HOME funds to develop new affordable housing, totaling \$1,400,000. Central City Concern (CCC) requested HOME funds to develop a multi-family affordable housing project in Happy Valley near Clackamas Town Center. CCC has been working with H3S staff to address site requirements, and is prepared to move forward with property acquisition and project development. In order to expend the HOME funds in a timely manner as required by HUD, HCD is allocating \$1,400,000

of HOME funds and an additional \$100,000 of HOME program income to CCC for its Town Center Greens project.

The site is approximately 2.0 acres, and is being offered to CCC for \$1,100,000. The housing will consist of a mix of one-, two- and three-bedroom units and will be made affordable to households below 60% of the area median income. The requested HOME funds will be used for site acquisition and project development costs. CCC was recently awarded a 10 year allocation of Low-income Housing Tax Credits (LIHTC) from Oregon Housing and Community Services. The LIHTC allocation is expected to yield approximately \$9,000,000 of development capital for the Town Center Greens project. The total estimated development cost of the project is \$14,200,000. CCC is also requesting an allocation of Housing Authority of Clackamas County (HACC) Public Housing Disposition funds in the amount of \$1,300,000 and 21 Project-Based Vouchers to assist with project development. Authorization to proceed with these items will be presented to the HACC Board at the December 18, 2014 meeting. The balance of funds will come from other State and CCC sources.

The HOME Loan Agreement and associated documents were reviewed and approved by County Counsel on 11/26/2014. Staff is expecting concurrence with the environmental review and release of funds by HUD by December 20th.

RECOMMENDATION:

Staff recommends Board approval of the HOME Loan Agreement with Central City Concern for Town Center Greens and authorization for Cindy Becker, H3S Director to sign on behalf of Clackamas County. Signatures will occur after notification of release of funds by HUD.

Respectfully submitted,



Cindy Becker, Director

LOAN AGREEMENT CLACKAMAS COUNTY HOME PROGRAM

Name of Project: TOWN CENTER GREENS

This Loan Agreement ("Agreement") is entered into between Central City Concern, ("Recipient") and Clackamas County ("County"), a Participating Jurisdiction under the HOME Program.

This Agreement includes the following attachments:

- | | |
|-----------------------------|--|
| A. Legal Description | E. HOME Affordability Requirements |
| B. Sources and Uses | F. Affirmative Marketing and MBE/WBE Outreach Requirements |
| C. Schedule of Tasks | G. Project Completion documentation |
| D. HOME Match Contributions | |

The parties, in consideration of the mutual promises and obligations set forth below, agree as follows:

1. **DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
- a. **Annual Income.** Annual income as defined at 24 CFR 5.609.
 - b. **Affordability Requirements.** The Affordability Requirements refer to the restrictions on rents and tenant incomes set forth in Section 10 below.
 - c. **HOME-Assisted Units or HOME Unit.** HOME-Assisted units (HOME units) are those units in the Project which were partially or totally rehabilitated, constructed, or otherwise assisted with the use of HOME Funds. The HOME-Assisted units are designated in Section 4 below.
 - d. **HOME Funds.** HOME Funds means the total amount of HOME Program dollars being provided by the County to the Project under this Agreement. See Section 2 below.
 - e. **HOME Program and HOME Regulations.** The federal HOME Investment Partnership Program (HOME Program) is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990. HUD's regulations and requirements for the HOME Program are located in 24 CFR Part 92. Should anything in this Agreement or the other Loan Documents conflict with the HOME regulations, the HOME regulations shall prevail.
 - f. **HUD.** The United States Department of Housing and Urban Development
 - g. **Loan Documents.** The Loan Documents are this Agreement, the Promissory Note, the Trust Deed, and the Declaration of Land Use Restrictive Covenants, all of which are incorporated into this Agreement by reference.
 - h. **Low-Income and Very Low-Income.** A Low-Income household is one whose total income does not exceed 80% of the County's Median Income. A Very Low-Income household is one whose total income does not exceed 50% of the County's Median Income.
 - i. **Median Income.** Median Income means the median income for Clackamas County, adjusted for family size, as published by HUD, from time to time.
 - j. **Owner** includes the initial Owner and any subsequent Project owner, subject to the County consenting to any transfer under Section 29 below.
 - k. **Period of Affordability.** See Section 9 below.
 - l. **Project.** The project involves the acquisition of real property and the development of a new-construction 60-unit multi-family rental housing complex, located on the west side of 85th Avenue between SE Causey and SE Monterey avenues in Clackamas County, Oregon. The legal description of the property is set forth in **Attachment A.**

- m. **Project Completion Date.** The later of the date when (a) the construction is completed, (b) the final HOME drawdown has been disbursed to the Project, and (c) the County has entered the project completion information into HUD's disbursement and information system. County must enter the project completion information into the HUD system, or otherwise provide it to HUD, within 120 days following the final project drawdown.

2. HOME FUNDS; LOAN TERMS

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of **\$1,500,000** to the **Recipient** for the Project. The Recipient intends to invest the HOME Funds in, or advance them to, an Oregon limited partnership (the "Owner") in which Recipient is the general partner or the sole member of the general partner.
- b. **Loan Terms:**
- i. The HOME Funds will be provided as a **0.0% interest deferred payment loan, with a maturity date of December 31, 2044**. Upon repayment of not less than one million and no/100 dollars (\$1,000,000.00) to the County prior to the maturity date stated above, County will forgive the remaining principal balance not to exceed five-hundred thousand and no/100 dollars (\$500,000.00). County shall deem the loan paid in full, and County shall issue a Notice of Loan Satisfaction and Reconveyance in favor of Borrower. Loan repayment, satisfaction or reconveyance shall not relieve Borrower of any performance, affordability or programmatic obligations and requirements of the HOME program.
 - ii. Notwithstanding the loan terms described above, the entire amount of the loan (\$1,500,000) together with any accrued interest or fees, shall be paid in full upon the sale, assignment or other transfer of title to the Property without the County's consent; or the date Recipient or its agents or subcontractors is otherwise in default under any of the prior written Loan Documents (including but not limited to the failure to meet the Affordability Requirements of Section 10 below). Exceptions: Neither a transfer nor assignment of a limited partner's interest in Recipient nor the removal of a general partner for cause, shall cause the Loan to be due and payable.
- c. **Loan Documents:** The loan shall be evidenced by this Agreement, a Promissory Note, and a Declaration of Land Use Restrictive Covenants. The loan shall be secured by an Assignment of Beneficiary's Interest in Trust Deed executed by Recipient in favor of the County, substantially in the form of the attached Exhibit B (the "Recipient Assignment"), pursuant to which Recipient will assign to the County its beneficiary's interest in and to that certain Trust Deed to be executed by Partnership in favor of Recipient, all of which together are incorporated by reference into this Agreement and are referred to collectively as the "**Loan Documents**."
- d. **Recording Requirement:** The Recipient agrees to record, or cause to be recorded the Trust Deed, the Recipient Assignment, and the Declaration of Land Use Restrictive Covenants, promptly after signing and acquisition of the real property.

3. PAYMENT OF OBLIGATION

- a. Payments of principal and interest shall be made until the loan is paid in full. All payments on the loan shall be applied first to the interest due on the loan and then the remaining amount shall be applied to the principal. No late fees will be charged.
- b. Payments shall be made at such place as County may designate in writing and shall be in the manner and amount as is described in the Promissory Note between the parties relating to this project.

4. HOME-ASSISTED UNITS

- a. Nine (9) units in the project are HOME-Assisted Units. The total number of HOME-Assisted units has been calculated on the total amount of HOME funds invested in the project, including, but not limited to, this loan. The HOME units are as follows:

Bedroom Size	TOTAL UNITS	Low-Home Units	High Home Units	Total HOME-Assisted
1-bedroom (tenant) unit:	20	1	2	3
2-bedroom (tenant) unit:	32	1	4	5
3-bedroom (tenant) unit:	8	0	1	1
TOTALS	60	2	7	9

- b. Fixed/Floating: The HOME-Assisted units are designated as **FLOATING HOME** units as defined at 24 CFR 92.252.
- c. See Section 10 below and Attachment E for rent and income limits for the HOME-Assisted Units.
- d. Special Needs Set-aside. Up to five units will be made available for persons with special needs to comply with the County's requirement.

5. SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS

- a. All sources and uses of funds for the acquisition phase of the Project are set forth in **Attachment B**. The Uses Statement shall specify by line item the source of funds for each such line item. Recipient certifies that (i) it has, or will obtain, commitments of the funds from each of the sources identified, (ii) the sources of funds are sufficient to fund the project in full, and (iii) HOME funds shall only be used for HOME-eligible costs (see 24 CFR 92.206 and 92.214).
- b. The Schedule of Tasks to be undertaken in order to complete the Project is set forth in **Attachment C**.

6. MATCH REQUIREMENT

Attachment D documents the Project-related eligible sources of matching contributions as allowed by 24 CFR 92.218 through 92.222.

7. HOME REGULATIONS

The Recipient agrees to comply with, and further agrees to cause the Owner to comply with, the HOME Regulations and with the other requirements of the Loan Documents.

8. ENVIRONMENTAL REVIEW

- a. The environmental effects of each activity carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities in 24 CFR Parts 50 and 58.
- b. The County is responsible for environmental review, decision-making, and action for each activity that it carries out with HOME funds, in accordance with 24 CFR part 58. The County will not commit any HOME funds toward construction of the Project before completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58.
- c. HOME Funds cannot be used for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973, as amended from time to time.
- d. In the event that changes or modifications to the approved HOME activities are necessary, the Recipient must, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the County for the purpose of updating the environmental review record.

9. PERIOD OF AFFORDABILITY

- a. **The Initial Period of Affordability is the HUD-required Period of Affordability shall be 20 years**, without regard to the term of the loan or the transfer of ownership, except as noted in subsection d below. The Initial Period of Affordability begins on the Project Completion Date.
- b. The **Extended Period of Affordability, if any** begins at the end of the INITIAL Period of Affordability and continues until such time as the loan is deemed paid in full.

- c. Unless specified otherwise, the Period of Affordability includes both the Initial and the Extended Periods of Affordability.
- d. **Termination of Period of Affordability.** In accordance with 24 CFR 92.252(e), the Period of Affordability shall be terminated upon foreclosure or transfer in lieu of foreclosure, but shall be revived according to the original terms if during the original Period of Affordability, the Recipient of record before the foreclosure or deed in lieu of foreclosure, or any entity that includes the former Owner or Recipient or those with whom the former Recipient has or had family or business ties, obtains an ownership interest in the project or property.

10. AFFORDABILITY REQUIREMENTS (RENTS AND TENANT INCOMES)

- a. To ensure compliance with the HOME "Program Rule", at initial occupancy all of the HOME-Assisted Units must be rented to tenants whose incomes at the time of the tenant's initial occupancy, are less than or equal to 60% of the Median Income.
- b. **Low-HOME Units.** If the number of HOME-Assisted Units is 5 or more, at least 20% of the HOME-assisted units must be occupied initially and throughout the Period of Affordability by tenants, who at the time of their initial occupancy are very-low-income tenants and the initial rents for those units must not exceed the Low HOME rents shown in **Attachment E**. These rents are subject to periodic adjustment by HUD. If the unit receives federal or state project-based rental assistance, the Low-HOME rent shall not exceed the allowable rent under the rental assistance program.
- c. **High-HOME Units.** After initial occupancy as indicated in paragraph (a) above, the remaining HOME-Assisted Units must be rented during the Period of Affordability to tenants, who at the time of their initial occupancy are low-income tenants and the initial rents for these units must not exceed the High HOME rents shown in **Attachment E**. These rents are subject to periodic adjustments by HUD.
- d. Increases in Tenant's Income:
 - i. Low-HOME rent units
 - 1. If the income of a tenant in a Low-HOME rent unit rises above 50% of Median Income, but does not exceed 80% of Median Income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a very-low-income tenant. The unit occupied by the tenant whose income so increased becomes a High-HOME unit and the High-HOME rent must be charged, provided that in no event shall the rent of a tenant of a HOME-assisted unit that has been allocated federal low-income housing tax credits ("LIHTC") increase beyond the maximum applicable LIHTC rent for such unit.
 - 2. The rent for the unit occupied by the tenant whose income has increased above 80% of Median Income will be set in accordance with subparagraph iii below.
 - ii. High-HOME rent units
 - 1. The income of a tenant in a High-HOME rent unit can increase to 80% of Median Income with no change in the status as a HOME-Assisted Unit or in the tenant's rent.
 - 2. If the income of a tenant in a High-HOME rent unit rises above 80% of Median Income, then the next available HOME-Assisted Unit (for fixed-unit projects) or the next available comparable unit (for floating-unit projects) must be rented to a tenant whose income does not exceed 80% of Median Income.
 - 3. The rent for the unit occupied by the tenant whose income has increased above 80% of Median Income will be set in accordance with subparagraph iii below.
 - iii. Project-based rent subsidy: In accordance with 24 CFR 92.252(b)(2), if the unit receives federal or state project-based rental subsidy, the maximum rent is the rent allowable under the federal or state project-based rental subsidy program.
 - iv. Over-income Tenants: In accordance with 24 CFR 92.252(i), a tenant who no longer qualifies as a low-income household must pay as rent 30 percent of the household's adjusted gross income, except that:
 - 1. In no event shall the tenant of a HOME-assisted unit that has been allocated federal low-income housing tax credits ("LIHTC") be charged rent in excess of the maximum applicable LIHTC rent for such unit.

2. If the HOME-assisted unit is a floating unit, a tenant who no longer qualifies as a low-income household is not required to pay as rent an amount that exceeds the market rent for a comparable unassisted unit in the neighborhood.
- e. Certification and Recertification of Tenant Income: The Recipient must certify each tenant's household income, and must recertify such income annually in accordance with HOME regulations.

11. TENANT SELECTION CRITERIA; LEASE REQUIREMENTS

- a. The Recipient shall cause the Owner to adopt written tenant selection policies and criteria, which must be pre-approved by the County. The criteria must: (i) be consistent with the purpose of providing housing for very-low-income and low-income households, (ii) be reasonably related to program eligibility and the applicant's ability to perform the lease obligations, (iii) provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as practicable, and (iv) give prompt written notification to any rejected applicant of the grounds for any rejection.
- b. Tenants must be offered renewable lease agreements with an initial duration of at least one year, unless a shorter time period is mutually agreed upon by the tenant and the landlord.
- c. In compliance with 24 CFR 92.252(d), neither the Owner nor Recipient may discriminate against rental assistance subsidy holders.
- d. Tenant leases may not contain any of the following provisions:
 - i. Agreement by the tenant to be sued or to have a judgment entered in favor of Owner;
 - ii. Except as allowed by Oregon law, agreement by the tenant to allow Owner to take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties;
 - iii. Agreement by the tenant not to hold Owner liable for any action or failure to act;
 - iv. Agreement by the tenant that Owner may institute a lawsuit without notice to the tenant;
 - v. Agreement by the tenant that Owner may evict tenant without instituting court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
 - vi. Agreement by the tenant to waive any right to a trial by jury, to waive the tenant's right to appeal, or otherwise challenge in court, a court decision in connection with the lease; or
 - vii. Agreement by the tenant to pay attorney fees or costs even if the tenant wins in a court proceeding against the Owner. The tenant may, however, be obligated to pay costs and attorney fees if the tenant loses.
- e. The Owner may not terminate the tenancy or refuse to renew the tenant's lease except for serious or repeated violation of the terms of the lease, for violation of law, for completion of the tenancy period for transitional housing, or for other good cause. To terminate or refuse to renew tenancy, Owner must serve written notice on the tenant specifying the grounds for the action at least 30 days before the termination of the tenancy.

12. PROPERTY STANDARDS

- a. Upon completion, the Project must meet all of the applicable Property Standards in 24 CFR 92.251 for new construction. County staff will periodically inspect the Project during construction and at completion to assure compliance with the Property Standards.
- b. Upon project completion and throughout the Period of Affordability, the Project must be maintained so that it continues to meet the property standards set forth in 24 CFR 92.251.

13. INDEMNIFICATION AND INSURANCE

Recipient agrees to indemnify, defend and hold harmless the County and its elected officials, officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands, except when due to the County's sole negligence or intentional misconduct, arising from performance of this Agreement.

Recipient shall cause Owner to maintain all-risk property insurance in the amount of the full replacement value of the property, commercial general liability insurance in the minimum amount of \$ 1,000,000 per occurrence, \$2,000,000 aggregate, and Rent Loss insurance in an amount equal to 12 months rental income. Recipient shall provide County proof of insurance in the required amounts upon execution of this Agreement, and again upon request of the County. Recipient shall give county no less than 30 days notice if there is a cancellation, nonrenewal or material change of Recipient's insurance. See paragraph 1.12 of the Trust Deed for additional insurance requirements.

14. EVENTS OF DEFAULT

An event of default under the Loan Documents includes, but is not limited to, the following; provided that the party declaring a default has first provided to the other party thirty days written notice specifying the alleged default and giving such other party the opportunity to cure the alleged default during that 30 day period, or during such longer period as is agreed to by the non-defaulting party in writing.

- a. Securing all Funding. The Recipient must secure all fund sources identified in Attachment B within 12 months from the Effective Date identified in Section 32.
- b. Availability of the Project's HOME-assisted housing units. Within 24 months from the Effective Date identified in Section 32, the HOME-assisted units funded under this Agreement must be available for occupancy.
- c. Noncompliance with the Affordability Requirements at any time during the term of this Loan.
- d. Default under other secured loans, foreclosure, bankruptcy, receivership and non-payment.

County agrees that any cure of any default made or tendered by Investor Member shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

15. REMEDIES FOR DEFAULT

- a. In the event of default, either party may pursue any legal or equitable remedy available to it. Without limiting the foregoing, County may (i) declare the entire amount of the Loan due and payable at once, or (ii) extend the Period of Affordability for a period equal to the length of the period during which noncompliance with the Affordability Requirements existed.
- b. The County and any tenant or applicant who meets the income limitation applicable under 24 CFR 92 (whether prospective, present or former occupant) shall be entitled, for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce specific performance by the Owner and/or Recipient of its obligations under this Agreement in state court.

16. AFFIRMATIVE MARKETING

If the Project contains five or more HOME-Assisted Units, the Recipient must cause the Owner to implement and follow the adopted Affirmative Marketing Plan of the County, **Attachment F** (the "Plan"). The Recipient must cause the Owner to maintain records evidencing compliance with the Plan.

17. MINORITY/WOMEN'S BUSINESS

In accordance with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), the County has adopted procedures and requirements for HOME projects for the purpose of encouraging the use of minority and women's business enterprises. The Recipient certifies that it will follow and implement, or cause the Owner to follow and implement, the adopted procedures and requirements in **Attachment F**.

18. NON-DISCRIMINATION

- a. The Recipient must comply with, and cause the Owner to Comply with, all applicable federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental or physical handicap, or other protected class. These requirements apply to both employment opportunities and the provision of housing and are specified in
 - i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d et seq.);

- ii. Title VI; Civil Rights Act of 1968, Title VIII, as amended;
- iii. Equal Employment Opportunity, Executive Order 11246, as amended;
- iv. Section 3 of the Housing and Urban Development Act of 1968 as may be amended;
- v. Section 504 of the Rehabilitation Act of 1973 as may be amended;
- vi. The Fair Housing Act of 1988 as may be amended (42 U.S.C. 3601-3620);
- vii. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259);
- viii. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); and
- ix. Americans with Disabilities Act of 1990 as may be amended (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).

- b. The Recipient must cause the Owner to maintain data on the extent to which each racial and ethnic group and single-headed household (by gender of head of household) have applied for and rented units in the Project.

19. DISBURSEMENT OF FUNDS

- a. The Recipient agrees to request funds under this Agreement only when they are needed for payment by Owner of specific allowable costs and only in amounts needed to pay such costs. The payment request must be accompanied by source documentation for actual expenses.
- b. The County shall verify requested amounts for satisfactory completion prior to payment. Payments shall be based upon work completed and approved by the County.
- c. County will not disburse any HOME funds until all the Loan Documents are signed and the following documents are received:
 - i. Copy of the Management Agreement;
 - ii. Affirmative Marketing Plan;
 - iii. Proof of Insurance;
 - iv. Copy of HOME tenant lease; and
 - v. Copy of the written tenant selection criteria.
- d. Five percent (5%) of HOME funds will be withheld until the Recipient provides the County with the documentation outlined in **Attachment G**.
- e. The Recipient must submit Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-assisted unit) within 120 days of the request for final disbursement.

20. CONTRACTOR DEBARMENT AND SUSPENSION

In order to comply with the requirements of 24 CFR Part 24, the Recipient must obtain a certification guaranteeing that no participants in lower tier covered transactions, having to do with the Project financed in whole or in part by the HOME Funds, are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal projects.

21. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to:

- Projects for which HUD's share of the project cost exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share of project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

Section 3 requires that to the greatest extent feasible opportunities for training and employment in connection with planning and carrying out the Project be given to low-income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns, including but not limited to individuals for firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the Project area.

22. LEAD BASED PAINT

For all units in the Project (not just HOME-Assisted Units) and for common areas, the Recipient must cause the Owner to comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 982.401(j)) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et. seq.) as amended requiring prohibition of the use of lead-based paint whenever HOME Funds are used directly or indirectly for construction, rehabilitation, or modernization of residential structures; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978. *This part is not applicable to new construction.*

23. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT

The Recipient must cause the Owner to comply with all the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (42 USC 4601-4655).

24. CONFLICT OF INTEREST

Unless an exception is granted by the County pursuant to 24 CFR 92.356(f)(2), no developer, owner or sponsor of the Project, or officer, employee, agent or consultant of the Recipient, developer or sponsor, may occupy a HOME-Assisted Unit in the Project. This section does not apply to an employee or agent who occupies a HOME-Assisted Unit as the project manager or maintenance worker.

25. FAITH BASED ACTIVITIES

- a. Organizations that are directly funded under the HOME program may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.
- b. An organization that participates in the HOME program shall not, in providing program assistance, discriminate against a program beneficiary, or prospective program beneficiary, on the basis of religion or religious belief.
- c. HOME funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOME funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part.

26. RECORDS

- a. The Recipient must keep such records as are necessary to demonstrate compliance with all parts of this Agreement, including but not limited to the affordability requirements, tenant lease provisions, property standards, affirmative marketing, anti-discrimination, Section 3, MBE/WBE, environmental review, relocation/displacement/property acquisition, labor requirements, lead-based paint, conflict of interest, debarment and suspension and intergovernmental review.
- b. Recipient must annually provide, or cause Owner to annually provide, tenant eligibility records to the County.
- c. Record Retention Periods
 - i. Except as stated in this subparagraph, records must be retained for five years following the Project Completion Date.
 - ii. Recipient must cause Owner to maintain records pertaining to each tenant's income verifications, project rents and project inspections for at least the most recent five year period, until five years after the Period of Affordability has expired.
 - iii. Written agreements must be retained for five years after the Agreement terminates.
 - iv. Records covering displacement and acquisition must be retained for five years after the date by which all persons displaced from the Property and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 CFR 92.353.

- v. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- d. Access to Records. HUD, the Comptroller General of the U.S., the County, and any of their representatives, have the right of access to any pertinent books, documents, papers or other records, in order to make audits, examinations, excerpts or transcripts, or otherwise determine compliance with HOME regulations.
- e. Any duly authorized representative of the Secretary of HUD, the Comptroller General of the United States, or the County shall at all reasonable times have access to and the right to inspect, copy audit, and examine all books, records and other documents relating directly to the Recipient's and/or Owner's receipt and disbursement of the HOME Funds, as well as access to the Project. Upon request, the Recipient must assist, or must cause Owner to assist, the County by serving notice to affected tenants, as required under Oregon Law.

27. MONITORING

- a. Within 60 days of acquisition, the county staff will make an on-site visit to monitor compliance with the HOME rent and occupancy standards.
- b. The County will monitor the performance of the Recipient and Owner to ensure compliance with the requirements of this Agreement. During the initial Period of Affordability, the monitoring will be conducted in accordance with 24 CFR 92.504(c)(5)(d) and will include on-site inspections and a review of all records required in Section 26 above.

28. WAIVER

Failure by either party to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

29. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the heirs, successors, and assigns of each party, provided that written consent is obtained from the other party.

30. AUTHORITY TO SIGN

Each party signing this Agreement, and the other Loan Documents, represents that it has full power and authority to enter into this Agreement and all other documents contemplated thereby, and the persons signing this Agreement for such party, if such party is not an individual, have full power and authority to sign for such party and to bind it to this Agreement, and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with the Loan Documents. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

31. EFFECTIVE DATE

The Effective Date of this Agreement is the date it is signed by all parties.

PROJECT RECIPIENT:

Central City Concern

Ed Blackburn, Executive Director
Address: 232 NW Sixth Ave.
Portland, OR 97209

CLACKAMAS COUNTY

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

By:

Signing on Behalf of BCC:

(signature)

Printed Name: Ed Blackburn
Title: Executive Director
Phone: (503) 654-1007
Fax: (503) 654-1319
Federal ID# 32-0432481

Date

(signature)

Printed Name: Cindy Becker
Title: Director, Health Housing and Human Services

Date

Attachment A. Legal Description

Real property in the County of Clackamas , State of Oregon, described as follows:

A tract of land in Northwest quarter of the Southwest quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at the one-quarter section corner on the West line of said Section 33; thence East 50.00 rods; thence South 12.00 rods; thence West 50.00 rods to the section line of the West side of said Section 33; thence North on the section line 12.00 rods to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Clackamas County Development Agency by Warranty Deed recorded May 13, 1982 as Recording No. 82013238, said portion being a part of 85th Avenue.

ALSO EXCEPTING THEREFROM that portion lying within the boundaries of 82nd Avenue.

FURTHER EXCEPTING THEREFROM that portion conveyed to Gramor-Beaupre Joint Venture by Personal Representative's Deed recorded September 29, 1986 as Recording No. 86037877 and being more particularly described as follows:

A tract of land in the Southwest one-quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the one-quarter section corner on the West line of Section 33; thence East to a point on the Easterly right of way line of Cascade Highway as set forth in Warranty Deed to State of Oregon, recorded October 4, 1955 in Book 502, page 247, Clackamas County Deed Records, and being on the North line of that tract described in Warranty Deed to Lillian Fakoury in Book 450, page 144, Clackamas County Deed Records; then continuing East along the North line of said Fakoury tract a distance of 13 feet to the true point of beginning of the herein described tract; thence continuing East along the North line of said Fakoury tract, a distance of 303.19 feet; thence South parallel with the Easterly right of way line of said highway, to a point on the South line of said Fakoury tract; thence West along said South line to a point which is 13 feet East of the East right of way line of said highway; thence North parallel with said right of way to the point of beginning.

Attachment B. Sources and Uses of Funds

Acquisition & New Construction

SOURCES OF FUNDING

Project Name: Town Center Greens Date: 8/13/2014

Funding Source	RESIDENTIAL				Status	Anticipated or Firm Commitment Date	COMMERCIAL	
	HOME Match (reflect)	Initial Application	Carryover	Final Application			Commercial	Anticipated or Firm Commitment Date
OHCS GRANTS & EQUITY								
LHTC Equity		\$8,988,101	\$0	\$0				
HOME								
GHAP		\$200,000						
LI Weatherization Program		\$50,000						
Total OHCS Grants & Equity		\$9,238,101	\$0	\$0			\$0	
OHCS LOANS								
Tax Exempt Bonds								
HOME								
Total OHCS Loans		\$0	\$0	\$0			\$0	
NON-OHCS GRANTS (list)								
Clatsamas County HOME PH Funds		\$1,500,000						
CC PH Funds		\$1,300,000						
Total NON-OHCS Grants		\$2,800,000	\$0	\$0			\$0	
NON-OHCS LOANS (list as applicable)								
Bank Loan		\$500,000						
Total NON-OHCS Loans		\$500,000	\$0	\$0			\$0	
APPLICANT CONTRIBUTIONS (list additional as applicable)								
Cash		\$1,298,026						
Deferred Development Fee		\$400,000						
Total Applicant Contribution		\$1,698,026	\$0	\$0			\$0	
OTHER: (list additional as applicable)								
Cash flow during Rehab								
Total Other Funds		\$0	\$0	\$0			\$0	
TOTAL FUND SOURCES		\$14,236,127	\$0	\$0			\$0	
(original) Surplus or Gap		(\$0)						
(Note: Total Fund Sources must match Total Project Cost from Uses of Funding page.)								
Other OHCS non-equity sources:								
Oregon Affordable Housing Tax Credit (OAHTC)			\$0					loan amount from OAHTC worksheet
Construction bridge loan								enter loan amount
Predevelopment Loan								loan amount

USES OF FUNDS

Project Name: **Acq/Rehab**

Date: **8/12/2014**

Pro Forma Type: **(A) Original Application**

As Selected on Summary Page

Residential Summary		(A) Original Application	
Total	Acquisition	Construction	Development
Total Costs	\$1,105,370	\$9,657,402	\$3,473,355
Cost / Unit	\$18,423	\$190,857	\$57,850
Cost / Res Sq Ft	\$22	\$190	\$58
% of Total Costs	7.8%	87.8%	24.4%

COMMERCIAL (where appropriate)	(A) Original Application	(B) Cost per Unit	(C) % Diff (B/A)	(D) Cost per Unit	(E) % Diff (D/B)	Total Estimated Eligible Basis	Estimated Gross Expended by Carryover Date

RESIDENTIAL							
Commercial	(A) Original Application	(B) Cost per Unit	(C) % Diff (B/A)	(D) Cost per Unit	(E) % Diff (D/B)	Total Estimated Eligible Basis	Estimated Gross Expended by Carryover Date
	\$1,100,000	\$18,333	-100.0%			n/a	
Acquisition Costs Subtotal:	\$0	\$1,105,370	\$18,423	\$0	-100.0%	\$0	\$0

CONSTRUCTION COSTS							
Commercial	(A) Original Application	(B) Cost per Unit	(C) % Diff (B/A)	(D) Cost per Unit	(E) % Diff (D/B)	Total Estimated Eligible Basis	Estimated Gross Expended by Carryover Date

Off-site Work	\$0						
On-site Work	\$1,288,498	\$21,475	-100.0%			\$1,288,498	
Hazardous Materials Abatement	\$0						
Demolition	\$0						
Residential Building	\$6,880,671	\$114,678	-100.0%			\$6,880,671	
Commercial Space/Building	\$0						
Common Use Facilities	\$40,000	\$667	-100.0%			\$10,000	
FF&E (Common Area Furnishings)	\$0						
Internet Wiring & Equipment	\$0						
Landscaping	\$0						
Elevator	\$0						
Laundry Facilities	\$0						
Storage/Garages	\$0						
Builder's Risk Insurance	\$122,085	\$2,035	-100.0%			\$122,085	
Performance Bond	\$58,292	\$972	-100.0%			\$58,292	
3rd Party Const. Management	\$459,467	\$7,658	-100.0%			\$436,464	
Contingency	\$504,791	\$8,413	-100.0%			\$504,791	
General Conditions	\$303,588	\$5,000	-100.0%			\$303,588	
Contractor Overhead	\$0						
Contractor Profit	\$0						
Other (list below)	\$0						
Acquisition Costs Subtotal:	\$0	\$1,105,370	\$18,423	\$0	-100.0%	\$0	\$0

USES OF FUNDS

Development Costs	\$9,657,402	\$0	\$9,657,402	\$180,957	\$0	-100.0%	\$0	\$0	\$9,604,428	\$0
Construction Costs Subtotal:	\$9,657,402	\$0	\$9,657,402	\$180,957	\$0	-100.0%	\$0	\$0	\$9,604,428	\$0
Development Costs										
Land Use Approvals	\$46,840		\$46,840	\$781		-100.0%			\$46,840	
Building Permits/Fees	\$123,500		\$123,500	\$2,056		-100.0%			\$123,500	
System Development Charges	\$940,000		\$940,000	\$16,607		-100.0%			\$940,000	
Market Study	\$10,000		\$10,000	\$167		-100.0%			\$10,000	
Environmental Report	\$8,250		\$8,250	\$138		-100.0%			\$8,250	
Lead Based Paint Report	\$0		\$0							
Asbestos Report	\$0		\$0							
Soils Report (Geotechnical)	\$4,120		\$4,120	\$68		-100.0%			\$4,120	
Survey	\$4,900		\$4,900	\$82		-100.0%			\$4,900	
Capital Needs Assessment	\$0		\$0							
Marketing/Advertising	\$0		\$0							
Insurance	\$65,305		\$65,305	\$1,000		-100.0%			\$65,305	n/a
OHCS Fees	\$60,350		\$60,350	\$1,008		-100.0%			\$60,350	
OHCS Const. Inspection	\$0		\$0							
OHCS Const. Analyst	\$0		\$0							
Other (list below):	\$0		\$0							
	\$0		\$0							
	\$0		\$0							
General Fees	\$375,000		\$375,000	\$6,250		-100.0%			\$375,000	
Architectural	\$0		\$0						\$0	
GPD Architectural Review Fee	\$0		\$0						\$0	
Engineering	\$75,000		\$75,000	\$1,250		-100.0%			\$75,000	
Legal/Accounting	\$10,000		\$10,000	\$167		-100.0%			\$10,000	
Cost Certification	\$10,000		\$10,000	\$167		-100.0%			\$10,000	
Appraisals	\$20,000		\$20,000	\$333		-100.0%			\$20,000	
Special Inspections/Testing	\$600,000		\$600,000	\$13,333		-100.0%			\$600,000	
Developer Fee	\$0		\$0						\$0	
Consultant Fee	\$0		\$0						\$0	
Rate Lock Fee	\$0		\$0						\$0	
Other (list below):	\$0		\$0						\$0	
	\$0		\$0						\$0	
	\$0		\$0						\$0	
Construction Loan Costs/Fees	\$0		\$0	\$0		-100.0%			\$0	
Lender Inspection Fees	\$0		\$0						\$0	
Lender Title Insurance	\$0		\$0						\$0	
Lender Legal Fees	\$65,000		\$65,000	\$1,417		-100.0%			\$65,000	
Loan Fees	\$0		\$0						\$0	
Loan Closing Fees	\$0		\$0						\$0	
Property Taxes (Constr Period)	\$10,000		\$10,000	\$167		-100.0%			\$10,000	
Insurance	\$0		\$0						\$0	
	\$0		\$0						\$0	
Bridge Loan Fees	\$0		\$0	\$0		-100.0%			\$0	
Bridge Loan Legal	\$0		\$0						\$0	
Bridge Loan Trustee	\$0		\$0						\$0	
Bridge Loan Underwriting	\$0		\$0						\$0	

USES OF FUNDS

Town Center Greens

Date: 9/19/2014 Pro Forma Type: (A) Original Application

Project Name:								
Remainder Loan Fees	\$0							n/a
Firm Loan Fee	\$0							n/a
Firm Loan Closing Fees								
Tax Credit Fees								
Tax Credit Fee	\$50,000	\$633	-100.0%					\$30,000
Tax Credit Syndication Fee	\$0							n/a
Tax Credit Cost Certification	\$0							n/a
Tax Credit Legal/Advisor Fee	\$5,000	\$63	-100.0%					
Bond Issuance Fees								
Cost of Bond Issuance	\$0							n/a
Negative Arbitrage (1.50%)	\$0							n/a
Bond Cost Certification	\$0							n/a
Other (list below):	\$0							n/a
Interest								
Construction Period	\$220,000	\$3,687	-100.0%					\$220,000
Construction Bridge Loan	\$0							n/a
Other (list below):	\$0							
Development Contingency								
Development Contingency	\$185,000	\$2,750	-100.0%					\$175,000
Contingency Escrow Account (3%)	\$0							n/a
Lease Up / Tenant Relocation								
Lease Up	\$80,000	\$1,333	-100.0%					n/a
Tenant Relocation	\$0							
Reserves/Cash Accounts								
Operating Reserve	\$180,000	\$3,000	-100.0%					n/a
Deposit to Replacement Reserves	\$125,000	\$2,053	-100.0%					n/a
Other (list below):	\$0							
	\$0							
	\$0							
	\$0							
Development Costs Subtotal:	\$3,473,355	\$0	\$0	\$57,860	\$0	\$0	\$0	\$3,018,355
TOTAL PROJECT COST	\$14,236,127	\$0	\$0	\$237,269	\$0	\$0	\$0	\$12,622,764

Surplus or Gap (original) (P)
 Surplus or Gap (carry over)
 Surplus or Gap (final) (P)

Total of the amount to be expended by Carryover Date \$0
 (divided by) Total Residential Project Costs \$14,236,127
 (equals) the Percent of estimated cost expended by Carryover Date 0%

USES OF FUNDS

Project Name: **Town Center Greens** Date: **8/13/2014** Pro Forma Type: **(A) Original Application**

	(A) Original Application	(B) Carryover Application	(C) Final Application
Developer Fee Percent	0.1%	-	-
Pledged Development Percentage	24.4%	-	-
Development Contingency	5.0%	-	-
Construction Contingency	5.0%	-	-
Contractor Profit, Overhead & GC	9.1%	-	-
Construction less Contractor profit/GC	\$8,849,023	\$0	\$0
	\$13,131,127.4	\$0.0	\$0.0
	\$13,130,757.4	\$0.0	\$0.0

OHCS policy: Total developer fee must be no more than 15% of total Project costs net of developer fee, reserves and cash accounts.
 OHCS policy: Development costs can be no more than 30% of total project costs.
 Preference is to be no more than a maximum of 5%
 OHCS policy: Construction contingency can be no more than 5% for NC, 10% for Rehab.
 OHCS policy maximum: Contractor Profit (8%), Overhead (2%) and General Conditions (6%). Combined can be no more than 14% of construction costs

Project costs net of developer fee, reserves and cash accounts
 Development and Construction Costs, total

Attachment C. Schedule of Tasks

	PROPOSED DATE (month/year)*	REVISED DATE (month/year)*	COMPLETED DATE (month/year)*
SITE			
Option/Contract executed			May 2014
Site Acquisition	December 2014		
Zoning Approval	July 2014		
Site Analysis	July 2014		
Building Permits & Fees	May 2015		
Off-site Improvements			
PRE-DEVELOPMENT			
Plans Completed (permit)	May 2015		
Final Bids	June 2015		
Contractor Selected			August 2013
FINANCING			
CONSTRUCTION LOAN:			
Proposal			August 2014
Firm Commitment (submittal)	November 2014		
Closing/Funding of Loan	March 2015		
PERMANENT LOAN			
Proposal	August 2014		
Firm Commitment	November 2014		
Closing/funding of Loan	March 2015		
DEVELOPMENT			
Syndication Agreement	March 2015		
Construction Begins	June 2015		
Construction Completed	May 2016		
Certificate Of Occupancy	June 2016		
MARKETING			
Lease up begins	April 2016		
Lease up completed	December 2016		
Absorption (units per month)	10		

Attachment D.
Home Match Contribution Form

PROJECT: Town Center Greens

Total number of units in project: 60
Number of HOME-assisted units: 9
Applicable match credit percentage*: 15%

MATCH SOURCE*	ELIGIBLE MATCH TYPE	ELIGIBLE MATCH AMOUNT	MATCH CREDIT
Applicant Cash	1	\$1,298,026	\$194,730
OHCS GHAP	1	\$200,000	\$30,000

Eligible forms of match as defined in 24 CFR 92.220(a):

- (1) Cash Contribution from Non-federal Source
- (2) Foregone Taxes, Fees and Charges
- (3) Donated Land or Other Real Property
- (4) On-site or Off-site Infrastructure
- (5) Proceeds from Affordable Housing Bonds
- (6) Donated Site Preparation and Construction Materials
- (7) Donated Site Preparation and Construction Equipment
- (8) Donated or Voluntary Labor or Professional Services
- (9) Sweat Equity (homeownership only)
- (10) Supportive Services (for rental projects only)

*24 CFR 92.219 states that 100% of the matching contribution can be recognized if "...at least 50 percent of the housing units in the project are HOME-assisted."

Attachment E. HOME Affordability Requirements

1. HOME Rent Schedule

US Department of Housing and Urban Development
PMSA: Portland-Vancouver, OR-WA
Effective: May 2014

	Low HOME	High HOME
1 Bedroom	\$684	\$774
2 Bedroom	\$821	\$922
3 Bedroom	\$949	\$1200

Notes:

- **Utility Allowance:** The gross rents must be reduced if the tenant pays for any utilities besides telephone. The utility allowances prepared by the County Housing Authority shall be used when adjusting rents. Utility adjustments may be proposed by Recipient for the Project, but must be approved by the County.
- Throughout the Period of Affordability rents plus utility standards for the Project will not be set at amounts less than those shown in this initial table.

2. HOME Tenant Income Limits

US Department of Housing and Urban Development
Effective: May 2014

HOUSEHOLD SIZE	50% OF MEDIAN	60% OF MEDIAN	80% OF MEDIAN
1 Person	\$24300	\$29160	\$38850
2 Person	27800	33360	44400
3 Person	31250	37500	49950
4 Person	37400	41640	55500
5 Person	37500	45000	59950
6 Person	40300	48360	64400
7 Person	43050	51660	68850
8 Person	45850	55020	73300

Note: This schedule will be updated from time to time when adjustments are provided by HUD.

ATTACHMENT F.

AFFIRMATIVE MARKETING

For housing containing five or more HOME-assisted units, the HOME regulations at 24 CFR Part 92.351 require project Recipients to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing.

The project Recipient must:

- 1) Display the Equal Housing Opportunity statement or logo on all project signs.
- 2) Use the Equal Housing Opportunity statement or logo on all advertisements and publications. Advertising media may include newspapers of general circulation, radio, television, brochures, or flyers.
- 3) Display a Fair Housing Poster in a place visible to tenants and prospective tenants and in common area(s) of housing assisted with HOME funds.
- 4) Solicit applications for vacant units from persons in the housing market who are least likely to apply for the HOME-assisted housing without the benefit of special outreach efforts.

In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the newly constructed or rehabilitated building is located shall be considered those least likely to apply.

For outreach purposes, the Recipient may utilize the housing authority, community action agencies, community development corporations, other community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, Clackamas County's Social Services' Information and Referral, the Community Connections website, or medical service centers to publicize unit vacancies or otherwise provide information to potential tenants.

- 5) Maintain file records containing all marketing efforts including, but not limited to, copies of newspaper advertisements, file memorandums documenting phone inquiries, copies of inquiry letters and related responses, etc. *These records shall be made available to County for inspection during normal working hours.*

During the rent-up and initial marketing phase, County will assess the efforts of Recipients through the use of certifications of compliance by the Recipient. Thereafter, County will annually assess the efforts and the success of the affirmative marketing actions by the project Recipient.

In the event a Recipient fails to comply with the affirmative marketing requirements, County will require corrective actions which include, but are not limited to, requiring the Recipient to conduct extensive outreach efforts on all future vacancies using appropriate contacts such as those outlined above in order to achieve occupancy goals. County may require other corrective actions as necessary.

**OUTREACH TO MINORITY-OWNED AND WOMEN-OWNED
BUSINESSES ENTERPRISES (MBE/WBE)**

Clackamas County Community Development Division (CCCDD) will take the following steps to ensure, to the maximum extent possible, that small and minority-owned business enterprises and women-owned business enterprises (MBE/WBE) are used whenever possible and economically feasible:

- ◆ Include language in all notices and advertisements related to the HOME Program which states that MBE/WBE are encouraged to apply for such funds and to participate as suppliers, contractors, professional service providers, etc. on projects assisted with HOME funds. All informational and documentary materials will also include this language.
- ◆ Include qualified MBE/WBE on any contractor or solicitation lists.
- ◆ Coordinate with the Oregon Office of Minority, Women and Emerging Small Business to maintain a list of eligible MBE/WBE. This list will be made available to HOME recipients.
- ◆ When necessary and appropriate, utilize the services and assistance of the US Department of Commerce's Small Business Administration and Minority Business Development Agency.
- ◆ Through contractual agreement, ensure that recipients of HOME program funds solicit MBE/WBE whenever they are potential sources.
- ◆ When feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by MBE/WBE.
- ◆ When feasible, establish delivery schedules which will encourage participation by MBE/WBE.
- ◆ In conjunction with HOME-Assisted Projects, CCCDD will:
 - ◆ Encourage project sponsors, developers and Recipients to include, to the maximum extent feasible, the use of MBE/WBE in providing supplies, professional and construction services.
 - ◆ Request that project sponsors/developers maintain statistical data and identify jobs which have been bid by MBE/WBE. CCCDD may inspect the project site to confirm the percentage of minority and women laborers working at the site.

Monitor project sponsors, developers and Recipients to determine their compliance efforts in promoting the use of MBE/WBE in specific procurement areas, i.e. supplies, professional services, and construction services.

ATTACHMENT G.

REPORTING REQUIREMENTS FOR ACQUISITION AND REHABILITATION

1. **Monthly Progress Reports.**

During the rehabilitation phase, the Recipient must submit a progress report each month that describes:

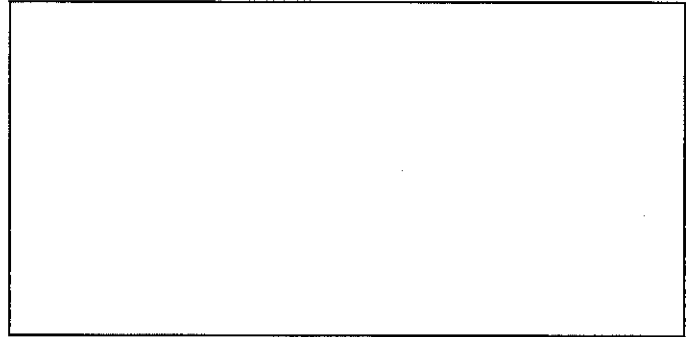
- a. Work completed during the reporting period; and
- b. Any decisions that have been made in the field, including changes to the scope of work, schedule and resolution to problems or disputes.

2. **Final disbursement of HOME Funds at Project Completion.**

Five percent of HOME funds will be withheld until:

- a. The County inspects the completed project to verify that the HOME-Assisted Units meet the property standards set for at 24 CFR 92.251; and
- b. The Recipient submits all of the following documentation:
 - i. Documentation that relocation (If any) was conducted in accordance with Section 24 of this Agreement;
 - ii. Certification statement that the completed project meets the accessibility requirements of 24 CFR 92.251(a)(3);
 - iii. Certificate of Occupancy;
 - iv. Final Sources and Uses or Cost Certification that identifies the actual cost and funding source of each line item on the development budget;
 - v. Documentation for each source of match;
 - vi. Contractor information:
 - (1) Copy of construction contract between Recipient and General Contractor.
 - (2) Certification that neither the General Contractor nor participants in lower tier covered transactions having to do with the project are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federal projects.
 - (3) Forms and Assurances from General Contractor:
 - (a) Affidavit of Payment of Debts and Claims;
 - (b) Affidavit of Release of Liens from General Contractor and all Subcontractors;
 - (c) Consent of Surety Company to Final Payment (if bonded);
 - (d) Section 3 Summary Report (form HUD-60002);
 - (e) Minority- and Woman-Owned Business Enterprise Activity (form HUD-40107); and
 - (f) Contractor/Subcontractor Activity form (form HUD-2516).
 - vii. Copy of the Management Agreement;
 - viii. Copy of HOME tenant lease;
 - ix. Copy of the written tenant selection criteria; and
 - x. Form HUD-40097 (Project Completion Report - Part C, household characteristics for each HOME-Assisted Unit) must be submitted within 120 days of the request for final disbursement.

When Recorded Return to:
Clackamas County Community Development Division
2051 Kaen Road, Suite 245
Oregon County, OR 97045



STATUTORY NOTICE:

The name and address of the entity holding a lien or other interest created by this instrument are set forth below, and the tax account number of the property subject to the lien or in which the interest is created is: Clackamas County Community Development Division

Legal Description – Exhibit "A" Attached

ASSIGNMENT OF BENEFICIARY'S INTEREST IN TRUST DEED

This Assignment of Beneficiary's Interest in Trust Deed is granted effective as of the ___ day of _____, 2014, by Central County Concern, an Oregon nonprofit corporation ("Assignor") to the County of Clackamas, Oregon, a political subdivision of the State of Oregon ("County")

RECITALS

- A. Assignor is the recipient of certain HOME Investment Partnership Program ("HOME") funds (the "Funds") made available to Assignor by County pursuant to 42 USC §12701 et seq. (the "Act").
- B. Assignor is a party to the following agreements pertaining to the Funds:
 - i. that certain HOME Loan Agreement, Loan Number _____, between Assignor and the County dated as of _____ (the "HOME Agreement");
 - ii. that certain Promissory Note executed by Assignor as maker in favor of County in the principal amount of \$1,500,000 (the "HOME Note"); and
 - iii. that certain Trust Deed among _____ Limited Partnership, an Oregon limited partnership (the "Partnership"), as grantor, _____ Title Insurance Company as trustee, and the Assignor as beneficiary dated as of _____ and recorded as Reception No. _____ in the records of Clackamas County, Oregon.
- C. Assignor, as permitted under the HOME Agreement, has made a loan of the Funds to the "Partnership" (of which Assignor is the sole member of the general partner) for the purpose of constructing a multifamily housing development for low-income persons to be known as Town Center Greens (the "Project") located on certain real property described in the attached Exhibit A. As security for the loan from Assignor, the Partnership is granting Assignor a deed of trust relating to the Property and the Project (the "Project Deed of Trust").
- D. Pursuant to the HOME Agreement, the Partnership shall be responsible for ensuring compliance with the terms of the HOME Agreement; however, Assignor shall also be responsible for such performance.

E. To secure its performance under the HOME Agreement and the HOME Note, Assignor is assigning its rights as beneficiary under the Project Trust Deed to County.

F. As consideration for such assignment, Assignor acknowledges that as the sole member of the general partner of the Partnership, it will obtain substantial benefits from development of the Project by the Partnership and further acknowledges that, but for the Funds made available to Assignor by County, Assignor could not lend the Funds to the Partnership, the Partnership could not develop the Project, and Assignor could not obtain the benefits it anticipates from the acquisition, rehabilitation and operation of the Project.

ASSIGNMENT

Assignor hereby grants, assigns, transfers and sets over to County, its heirs, successors and assigns, all of the beneficial interest in and under the Project Deed of Trust and all rights and benefits whatsoever accrued or to accrue under the Project Deed of Trust. This Assignment secures performance by Assignor of its obligations under the agreements identified in Recital B hereof and the further covenants contained herein.

This Assignment shall terminate and be of no further effect upon the termination of the Terms of Affordability as provided in Section 4 of that certain Clackamas County HOME Program Declaration of Land Use Restrictive Covenants dated _____, 2014, executed by Partnership in favor of County and recorded as Reception No. _____ in the records of Clackamas County, Oregon.

FURTHER COVENANTS

Assignor covenants and agrees:

1. Assignor shall cause the Partnership to perform and comply with the Act, the Federal HOME Investment Partnership Regulations and Requirements, the HOME Agreement, and all state, local and federal regulations made applicable under the foregoing.

IN WITNESS WHEREOF, the undersigned has executed this ASSIGNMENT OF BENEFICIARY'S INTEREST IN TRUST DEED as of the date first set forth above.

ASSIGNOR
Central City Concern, an Oregon nonprofit corporation

By: _____
Ed Blackburn, Executive Director

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this ____ day of _____, 2014, by Ed **Blackburn** as Executive Director of Central City Concern, an Oregon nonprofit corporation.

Notary Public of Oregon
My Commission Expires: _____

Exhibit A
to
ASSIGNMENT OF BENEFICIARY'S INTEREST IN TRUST DEED

Legal Description of Property

Real property in the County of Clackamas , State of Oregon, described as follows:

A tract of land in Northwest quarter of the Southwest quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at the one-quarter section corner on the West line of said Section 33; thence East 50.00 rods; thence South 12.00 rods; thence West 50.00 rods to the section line of the West side of said Section 33; thence North on the section line 12.00 rods to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Clackamas County Development Agency by Warranty Deed recorded May 13, 1982 as Recording No. 82013238, said portion being a part of 85th Avenue.

ALSO EXCEPTING THEREFROM that portion lying within the boundaries of 82nd Avenue.

FURTHER EXCEPTING THEREFROM that portion conveyed to Gramor-Beaupre Joint Venture by Personal Representative's Deed recorded September 29, 1986 as Recording No. 86037877 and being more particularly described as follows:

A tract of land in the Southwest one-quarter of Section 33, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the one-quarter section corner on the West line of Section 33; thence East to a point on the Easterly right of way line of Cascade Highway as set forth in Warranty Deed to State of Oregon, recorded October 4, 1955 in Book 502, page 247, Clackamas County Deed Records, and being on the North line of that tract described in Warranty Deed to Lillian Fakoury in Book 450, page 144, Clackamas County Deed Records; then continuing East along the North line of said Fakoury tract a distance of 13 feet to the true point of beginning of the herein described tract; thence continuing East along the North line of said Fakoury tract, a distance of 303.19 feet; thence South parallel with the Easterly right of way line of said highway, to a point on the South line of said Fakoury tract; thence West along said South line to a point which is 13 feet East of the East right of way line of said highway; thence North parallel with said right of way to the point of beginning.

December 11, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of a Construction Contract with CG Contractors LLC and Health, Housing & Human Services, Housing & Community Development Division for the SW Laurel Road & SW Maple Road Improvements Project

Purpose/Outcomes	This construction contract with CG Contractors, LLC is for street improvements on SW Laurel Road and SW Maple Road. This project is within the City of Estacada.	
Dollar Amount and Fiscal Impact	The contract amount is \$312,225.00. This contract is for Fiscal Year 2014-15.	
Funding Source	Community Development Block Grant Funds:	\$249,780.00
	City of Estacada Funds:	\$ 62,445.00
	Total Project Funds:	\$312,225.00
	No County General Funds are involved.	
Safety Impact	None	
Duration	Effective December 18, 2014 through February 5, 2015 (45 days)	
Previous Board Action	Project was approved by BCC as part of the 2012 Action Plan on April 26, 2012.	
Contact Person	Chuck Robbins, Director – Housing & Community Development: 650-5666	
Contract No.	7019	

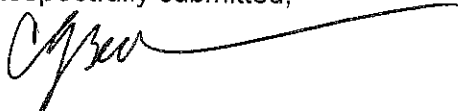
BACKGROUND:

The Housing and Community Development Division is requesting approval of this construction contract with CG Contractors LLC for the SW Laurel Road and SW Maple Road Improvements Project. The City of Estacada requested CDBG funds from the Community Development Division for needed street improvements. The project is to add new sidewalks, curbs and asphalt paving along both residential streets. Community Development will provide project coordination representing Clackamas County. The City of Estacada has hired Curran-McLeod as their engineering services for the project. This construction contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this contract and authorize Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

COPY

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR**

OWNER

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

CG Contractors, LLC
2482 Daisy Lane
Salem, OR 97304

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and CG Contractors, LLC (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2008, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

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 signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of: reconstructing two separate streets totaling 1,025 lineal feet, the work includes replacing the existing sanitary sewer lines, modify the existing storm drainage and water quality planters, roadway excavation, remove and replace existing curbs, sidewalks and driveways tie ins, rock base and paving in Estacada, Oregon. This project is hereinafter referred to as the PROJECT.

ARTICLE 2: ENGINEER

The Project has been designed by Curran-McLeod Inc., Consultant Engineers who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by Mth. Date 2015 with a contract completion date of Mth. Date 2015**. 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. The total timeframe for this work is **45 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Architect. Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be ***Three Hundred Twelve Thousand Two Hundred Twenty Five Dollars and No Cents (\$312,225.00)*** which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 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. 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 endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.60 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. 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.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. 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.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. 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, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. 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.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and

Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held 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.

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

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, 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.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, 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 this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

7.2.3. 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, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners 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 OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER 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 OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance.

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

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

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER 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 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 OWNER. 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.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.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

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1.** This Agreement (pages 1 to 11, inclusive).
- 8.2.** Exhibits to this Agreement (Exhibit GC-4, 1 page).

- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. 2008 ODOT Specifications for Construction (cover, pages 1 to 121, inclusive).
- 8.5. Supplementary Conditions, including:
Special Conditions (pages 1 to 13, inclusive).
HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).
Federal Section 3 Requirements (pages 1 to 7, inclusive).
Federal Prevailing (Davis-Bacon) Wage Decision **OR140001, Modification No.12**
Type: Highway, Dated 10/17/2014 (17 total pages).
State of Oregon (BOLI) Wage Rates Decision: **July 1, 2014** (31 total pages).
- 8.6. Specifications provided by Curran-McLeod Engineers, totaling 44 pages.
- 8.7. Drawing(s) bearing the title "**City of Estacada, Laurel Road Maple Road Reconstruction, Clackamas County, Oregon, May 2014**" 1 of 11 pages. Provided by Curran-McLeod Engineers.
- 8.8. Addenda Number 1, Memorandum 1 page, Clarification from Curran-McLeod 1 page, Clackamas County Purchasing Prequalification Application 17 pages.
- 8.9. CONTRACTOR's Bid (Bid Proposal: pages 1 through 7, 1st Tier: page 8, 8 inclusive).
- 8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

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

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

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

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130- Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his 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.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR
CG Contractors, LLC

2482 Daisy Lane
Salem, OR 97304

By: Charles Gleason, Jr.
Charles Gleason, Jr.

11-28-14
Date Signed

270920850
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

187219
Oregon Commercial Contractor's Board No.

OWNER

Clackamas County, Oregon

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

Signing on Behalf of the Board

By: _____
Cindy Becker, Director
Health, Housing and Human Services
Department

Date Signed

December 11, 2014

Board of County Commissioner
 Clackamas County

Members of the Board:

**Approval of Intergovernmental Subrecipient Agreement, Amendment #1
 with City of Sandy/ Sandy Senior and Community Center to Provide
Social Services for Clackamas County Residents**

Purpose/Outcomes	Amendment #1 to the Subrecipient Agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons in the City of Sandy. These services enable residents to remain engaged in their community
Dollar Amount and Fiscal Impact	The maximum agreement value is increased by \$38,779; for a revised agreement maximum of \$139,352. The agreement is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
Funding Source	The Older American Act - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2014 and terminates on June 30, 2015
Previous Board Action	081414-A1
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6642

BACKGROUND:

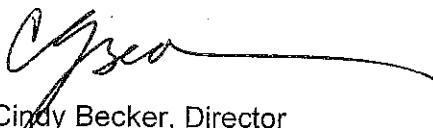
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement, Amendment #1 with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons living in Sandy. This is a budget adjustment that redistributes the OAA nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming as well as transportation funds for services to the older adults and persons with disabilities that live in Boring.

This amendment increases the agreement amount by \$38,779; for a revised agreement maximum of \$139,352. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective July 1, 2014 and continues through June 30, 2015.

RECOMMENDATION:

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

Respectfully submitted,


 Cindy Becker, Director

Contract Amendment
Health, Housing and Human Services

H3S Contract#: 6649 SubReipient #: 15-003 Board Agenda #: 081414-A1

Division: Social Services Amendment Number: 1

Contractor City of Sandy – Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget

Justification for Amendment:

This is a budget adjustment that redistributes the nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming. This results in an increase to the contract budget of \$38,779.

I. AMEND: AGREEMENT

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$100,573**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

TO READ:

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$139,352**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 2 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 3 – Unit Cost Schedule

Amend:

CITY OF SANDY - SENIOR CENTER
Fiscal Year 2014-15

CFDA Number Service Category	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	LIEAP Funds (5)	NSIP Funds (6)	Required Match (7)	STF Funds (8)	MEDICAID Funds (9)	Program Income (12)	NO. OF UNITS (13)	TOTAL COST (14)	REIMBURSE- MENT RATE (15)
Case Management	\$3,295						\$366				92 hrs	\$3,661	\$35.81
Reassurance	\$1,434						\$159				55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381				188	\$3,810	\$18.27
Transportation OAA	\$5,244						\$583			\$1,000	1,311	\$6,827	\$4.00
Physical Activity/Falls Prevention			\$756				\$0				38	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656				\$0				16	\$656	\$40.00
Family Cgrvr. Respite				\$5,536			\$1,384			\$2,000	175	\$8,920	\$31.70
Trans - Ride Con. Out of Dist								\$16,024		\$600	2,003	\$16,624	\$8.00
Transportation - Special Needs								\$39,906			1,030	\$39,906	\$38.74
Transport - 119 Non-Med.								\$774	\$1,326		150	\$2,100	\$14.00
Ride Con - Vehicle Maint							\$323	\$2,820			N/A	\$3,143	N/A
Food Service - Frozen HDJM		\$5,600				\$1,960	\$623				2,800	\$8,183	\$2.700
OAA Meal Site Management		\$5,610					\$624			\$12,240	12,750	\$18,474	\$1.40
Medicaid Meals - SDSD		(\$1,397)				(\$655)	(\$155)		\$8,109	(\$766)	850	\$5,137	\$6.23
LIEAP Intakes					\$910						140	\$910	\$6.50
TOTALS	\$13,402	\$9,813	\$1,412	\$5,536	\$910	\$1,306	\$4,288	\$59,524	\$9,435	\$15,075	\$21,506	\$120,700	

CFDA Number 20.513 applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$100,573

To Read:

CITY OF SANDY - SENIOR CENTER
Fiscal Year 2014-15

CFDA Number	OAA III B Funds	OAA III C Funds	OAA III D Funds	OAA III E Funds	LIEAP Funds	NSIP Funds	Required Match	Other State Funds	STF Funds	MEDICAID Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Case Management	\$3,295						\$366					92 hrs	\$3,661	\$35.81
Reassurance	\$1,434						\$159					55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381					188	\$3,810	\$18.27
Transportation OAA	\$5,244						\$583				\$1,000	1,311	\$6,827	\$4.00
Physical Activity/ Falls Prevention			\$756				\$0					38	\$756	\$20.00
Evidence-based Physical Activity/ Falls Prevention							\$0	\$7,517				150 Classes	\$7,517	\$50.00
Preventative Screening, Counseling, & Referrals			\$656				\$0					16	\$656	\$40.00
Family Cgrv. Respite				\$5,536			\$1,384				\$2,000	175	\$8,920	\$31.70
Trans - Ride Con. Out of Dist									\$16,024		\$600	2,003	\$16,624	\$8.00
Transportation - Special Needs									\$39,906			1,030	\$39,906	\$38.74
Transportation - Boring Lifeline									\$30,000			775	\$30,000	\$38.71
Transport - T19 Non-Med.									\$774	\$1,326		150	\$2,100	\$14.00
Ride Con - Vehicle Maint							\$323		\$2,820			N/A	\$3,143	N/A
Food Service - Frozen HDIM		\$6,400				\$2,400	\$712					3,200	\$9,512	\$2.750
OAA Meal Site Management		\$7,370					\$820				\$16,680	16,750	\$24,270	\$1.40
Medicaid Meals - SDSD		(\$1,168)				(\$462)	(\$130)			\$5,724	(\$540)	600	\$3,425	\$5.92
LIEAP Intakes				\$910								140	\$910	\$6.50
TOTALS	\$13,402	\$12,602	\$1,412	\$5,536	\$910	\$1,958	\$4,598	\$7,517	\$89,524	\$7,050	\$19,140	\$26,431	\$163,630	


CFDA Number 20.513 applies to Ride Connection Vehicle Maintenance funds only

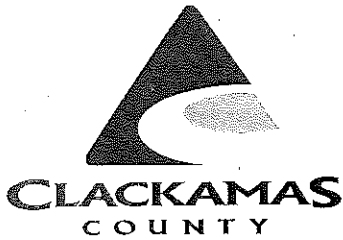
Source of OAA Match - Staff time

Contract Amount: \$139,352

All other terms and conditions of the original contract remain in full force and effect.

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

City of Sandy Sandy Senior & Community Center	CLACKAMAS COUNTY Commissioner: John Ludlow, Chair Commissioner: Jim Bernard Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Tootie Smith
By:  Seth Atkinson, City Manager	Signing on Behalf of the Board:
Date 11/18/14	Cindy Becker, Director Department of Human Services
	Date



COPY 6

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

December 11, 2014

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Acknowledging the Acceptance of Additional Right of Way and Simultaneously Vacating of Portions of SE Laurie Avenue (County Road No. 2276, DTD No. 21110)

Purpose/Outcomes	Acknowledges acceptance of several permanent right of way easements for road purposes being part of the County Road system for SE Laurie Avenue. Simultaneously vacates the unused portion of SE Laurie Avenue right of way.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	The acceptance and simultaneous vacation of right of way will have no negative impact on the traveling public.
Duration	Upon execution; permanent right of way easement and vacation.
Previous Board Action	N/A
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND:

Rose Villa Inc., a retirement community, is expanding and redeveloping its property. The current alignment of Laurie Avenue did not meet modern engineering design standards. To correct the alignment and accommodate a safer and straighter road there were some adjustments made to both the Rose Villa property and the existing road right of way. Rose Villa Inc. has conveyed easements to Clackamas County for public road and right of way purposes. The easements comprise a continuous 50 foot wide Permanent Right of Way Easements for Road Purposes through the Rose Villa Inc. property. Acknowledgement of the easements being accepted and being part of the County Road system will allow the simultaneous vacation of the unused portions of Laurie Avenue right of way, reverting that encumbered property to Rose Villa Inc., at no cost to the County.

Under County Ordinance No. 02-2009, the Director of the Department of Transportation and Development has accepted the easements for public road and right of way purposes. Approval of this Board Order will acknowledge that the easements are part of the County Road system and simultaneously vacate the unused portions of the original SE Laurie Avenue right of way. As standard procedure, the vacation will protect the rights of all existing utilities to continue to reside within the vacated portion of SE Laurie Avenue.

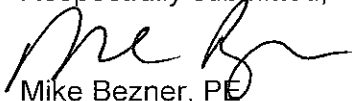
All portions of SE Laurie Avenue (County Road No. 2276) within the Rose Villa Inc. property are open to the public. After considering traffic impacts, fiscal impacts, and social impacts, staff believes that it would be in the public's interest to approve the Board Order accepting the Permanent Right of Way Easements for Road Purposes as part of the County Road system and simultaneously vacating the unused portion of existing SE Laurie Avenue right of way, in accordance with ORS 368.126.

County Counsel has reviewed and approved this action.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order acknowledging the acceptance of the permanent right of way easements for road purposes being part of the County Road system and simultaneous vacation of the unused portion of SE. Laurie Avenue (County Road No. 2276, DTD No. 21110) right of way.

Respectfully submitted,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Doug Cutshall at 503-742-4669

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

In the Matter of Acknowledging the Acceptance of Easements to be part of the County Road System and the Simultaneous Vacation of Portions of SE Laurie Avenue, Co. Rd. No. 2276, DTD No. 21110, Situated in Section 2, T.2 S., R.1 E., W.M.



Order No.
Page 1 of 2

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that Rose Villa Inc. has offered and granted Permanent Right of Way Easements for Road Purposes, as described and depicted in the recorded easements (Recording Nos. 2014-054138, 2014-054140, 2014-054141), Clackamas County Clerk's Office, and;

IT FURTHER APPEARING to the Board that the Director of the Department of Transportation and Development by authority under County Ordinance No. 02-2009, has accepted the easements, which in accordance with ORS 368.126, will allow the Board to simultaneously vacate the unused portions of the existing 50-foot wide SE Laurie Avenue right of way as described and shown in the three attached Exhibits titled "Right of Way Vacation", and that said unused right of way is no longer a benefit to the traveling public; now therefore,

IT IS HEREBY ORDERED that it be acknowledged that said easements have been accepted and are a part of the County Road system for SE Laurie Avenue (County Road No. 2276), and

IT IS FURTHER ORDERED that the portions of the original Laurie Avenue right of way as described and shown in the three attached Exhibits titled "Right of Way Vacation," and accompanying pages, be vacated.

IT IS FURTHER ORDERED that rights for all exiting utilities within the vacated portion of SE Laurie Avenue be reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, the rights are reserved to maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility.

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

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

In the Matter of Acknowledging the
Acceptance of Easements to be part
of the County Road System and the
Simultaneous Vacation of Portions of
SE Laurie Avenue, Co. Rd. No. 2276,
DTD No. 21110, Situated in Section 2,
T.2 S., R.1 E., W.M.



Order No.
Page 2 of 2

ADOPTED this 11th day of December, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

MEMORANDUM

TO: Board of Commissioners

FROM: M. Barbara Cartmill, Director D.T.D.

DATE: December 11, 2014

SUBJ: **Board Order Acknowledging the Acceptance of Additional Right of Way and Simultaneous Vacation of Portions of Laurie Avenue, County Road No. 2276**

LOCATION: This portion of Laurie Avenue is situated in the northeast 1/4 and southeast 1/4 of Section 2, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon.

FACTS AND FINDINGS: The attached board order is for the acknowledgement that previously accepted Permanent Right of Way Easements for Road Purposes are part of the County Road system and the simultaneous vacation of unused portions of Laurie Avenue (County Road No. 2276), a 50-foot wide road right of way. The reason for this Board Order is that Rose Villa Inc., a retirement community, is expanding and redeveloping its property. The current alignment of SE Laurie Avenue does not meet modern engineering design standards. To correct the alignment and accommodate a safer and straighter road there were some adjustments made to both the Rose Villa property and the existing road right of way. Rose Villa Inc. has dedicated easements that comprise a continuous 50 foot wide Permanent Right of Way Easement for Road Purposes through its property. Acknowledgement of the road right of way easements will allow for the simultaneous vacation of the unused portions of SE Laurie Avenue right of way, reverting that encumbered property to Rose Villa Inc.

County Ordinance No. 02-2009, authorizes the Director of the Department of Transportation and Development to accept the Permanent Right of Way Easements for Road Purposes from Rose Villa Inc. being presented to the Board of County Commissioners for acknowledgement that the easements are to be part of the County Road system and allow for the simultaneous vacation of unused portions of SE Laurie Avenue right of way by Board Order, attached. There are no negative impacts to the traveling public or the adjoining property owners by this road vacation. This action is pursuant to ORS 368.126.

ORS 368.126 states, "When a county governing body establishes a new public road following the general alignment of an existing public road, the final order or resolution shall identify all parts of any existing road that are to be vacated. Vacation of those parts described is effective without any other proceedings. A road so vacated shall not be closed to public use until the road laid out to replace it is actually opened to travel." The portion of Laurie Avenue right of way incorporates the new dedications and is open to the traveling public.

M. Barbara Cartmill, Director D.T.D

EXHIBIT "A"

Date: May 22, 2014
Last Revised: November 3, 2014
Owner Name: Oregon Senior Citizens, Inc.
Map 21E02DB 00100

Chase, Jones & Associates Inc.
716 SE 11th Avenue
Portland, OR 97214
503-228-9844
Project # 13659
Description: 13659_Laurie 3

Right of Way Vacation

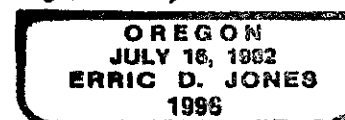
A portion of SE Laurie Avenue, as shown on attached Exhibit "B" which by this reference is a part hereof, being shown as a portion of Dayras Road on the Plat of Dayras, and being a portion of the Right of Way conveyed to Clackamas County in Warranty Deed recorded November 24, 1948 in Book 414 at Page 112, in the County of Clackamas, State of Oregon, situated in the East half of Section 2, Township 2 South, Range 1 East, Willamette Meridian, being described as follows:

COMMENCING at a 5/8 inch iron rod with a yellow plastic cap inscribed "OTAK, INC" at the North terminus of the "Proposed Property Line" as shown on that certain "Proposed Property Line Adjustment Survey" filed at the Clackamas County Surveyors Office on October 5, 1999 as Survey Number 28496; thence along said "Proposed Property Line", South 03°10'52" West 204.24 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "OTAK, INC" at the South terminus of said "Proposed Property Line"; thence continuing on a southerly prolongation of said "Proposed Property Line" South 03°10'52" West 27.54 feet; thence southeasterly along a non-tangent curve to the right, from a point with a radial bearing of North 59°29'40" East, with a radius of 70.00 feet, through a central angle of 39°48'52", an arc length of 48.64 feet, subtended by a chord which bears South 10°35'54" East 47.67 feet; thence tangent to said curve, South 09°18'32" West 58.45 feet; thence southeasterly along a tangent curve to the left, with a radius of 240.00 feet, through a central angle of 25°57'41", an arc length of 108.75 feet, subtended by a chord which bears South 03°40'18" East 107.82 feet; thence South 16°39'09" East 15.23 feet to the North line of said Plat of Dayras, also being the **POINT OF BEGINNING** of the herein described vacation; thence continuing, South 16°39'09" East 97.41 feet; thence southwesterly along a tangent curve to the right, with a radius of 205.00 feet, through a central angle of 16°39'09", an arc length of 59.58 feet, subtended by a chord which bears South 08°19'34" East 59.37 feet, to the East line of said Right of Way conveyed to Clackamas County; thence along said Right of Way the following two courses and distances: (1) North 00°00'00" West 15.10 feet, (2) northwesterly along a tangent curve to the left, with a radius of 263.60 feet, through a central angle of 15°49'57", an arc length of 72.84 feet, subtended by a chord which bears North 07°54'58" West 72.61 feet to the West line of Lot 7, of said Plat of Dayras; thence along said West line, North 00°00'00" East 57.07 feet to said North line of the Plat of Dayras; thence along said North line, North 73°15'00" West 27.69 feet to the **POINT OF BEGINNING**.

Said vacation contains 1,278 square feet of land, more or less.



Eric D. Jones



EX-6-30-15

EXHIBIT "B"

POINT OF COMMENCEMENT
FD 5/8" IR "OTAK, INC"

CURVE	RADIUS	DELTA ANGLE	LENGTH	CHORD BEARING	CHORD LENGTH
C1	205.00'	16°39'09"	59.58'	S 08°19'34" E	59.37'
C2	263.60'	15°49'57"	72.84'	N 07°54'58" W	72.61'

LINE	BEARING	DISTANCE
L1	N 00°00'00" W	15.10'
L2	N 00°00'00" E	57.07'
L3	N 73°15'00" W	27.69'

R = 70.00'
D = 39°48'52"
L = 48.64'
CH = S 10°35'54" E
47.67'

S 09°18'32" W
58.45'

ROSE VILLA, INC.
#71-8232
21E2AC 01600



R = 240.00'
D = 25°57'41"
L = 108.75'
CH = S 03°40'18" E
107.82'

S 16°39'09" E
15.23'

EXISTING
RIGHT OF WAY

W. LINE OF
LOT 7 (DAYRAS)

POINT OF
BEGINNING

PROPOSED
RIGHT OF WAY

E. LINE OF
LOT 8 (DAYRAS)

N 73°20'51" E (RAD.)

PROPOSED
RIGHT OF WAY

OREGON SENIOR
CITIZENS, INC.
BK 557 PG 473
21E2DB 00100

EXISTING
RIGHT OF WAY

N 90°00'00" E (RAD.)

N 90°00'00" E (RAD.)

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Eric D. Jones

OREGON
JULY 16, 1982
ERRIC D. JONES
1996

EXPIRES: 6-30-15

RIGHT OF WAY VACATION
OF
A PORTION OF SE LAURIE AVE.
SITUATED IN THE
EAST 1/2 OF SECTION 2, T2S, R1E, WM
COUNTY OF CLACKAMAS, STATE OF OREGON

BY:
CHASE, JONES & ASSOCIATES INC.
716 S. E. 11TH AVE. PORTLAND, OREGON 97214
PHONE (503) 228-9844

PROJECT NO.: 13659 DATE: MAY 22, 2014
DRAWING NAME: 13659_LAURIE 3 SCALE: 1" = 50'

SHEET 1 OF 1

NOV. 3, 2014

EXHIBIT "A"

Date: May 22, 2014
Last Revised: November 3, 2014
Owner Name: Rose Villa, Inc.
Map 21E02AC 01600

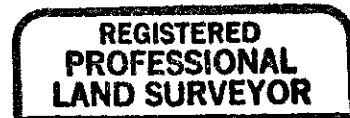
Chase, Jones & Associates Inc.
716 SE 11th Avenue
Portland, OR 97214
503-228-9844
Project # 13659
Description: 13659_Laurie 1

Right of Way Vacation

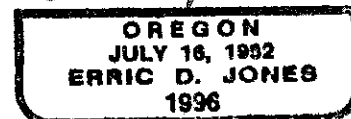
A portion of SE Laurie Avenue, as shown on attached Exhibit "B" which by this reference is a part hereof, adjoining that certain tract conveyed to Rose Villa, Inc. by Special Warranty Deed recorded April 21, 1971 as document number 71-8232, in the County of Clackamas, State of Oregon, situated in the East half of Section 2, Township 2 South, Range 1 East, Willamette Meridian, being described as follows:

COMMENCING at a 5/8 inch iron rod with a yellow plastic cap inscribed "OTAK, INC" at the North terminus of the "Proposed Property Line" as shown on that certain "Proposed Property Line Adjustment Survey" filed at the Clackamas County Surveyors Office on October 5, 1999 as Survey Number 28496; thence along said "Proposed Property Line", South 03°10'52" West 204.24 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "OTAK, INC" at the South terminus of said "Proposed Property Line", also being the **POINT OF BEGINNING** of the herein described Vacation; thence continuing on a southerly prolongation of said "Proposed Property Line" South 03°10'52" West 27.54 feet; thence southeasterly along a non-tangent curve to the right, from a point with a radial bearing of North 59°29'40" East, with a radius of 70.00 feet, through a central angle of 39°48'52", an arc length of 48.64 feet, subtended by a chord which bears South 10°35'54" East 47.67 feet; thence tangent to said curve, South 09°18'32" West 58.45 feet; thence southwesterly along a tangent curve to the left, with a radius of 240.00 feet, through a central angle of 2°00'47", an arc length of 8.43 feet, subtended by a chord which bears South 08°18'09" West 8.43 feet to the East line of SE Laurie Avenue as shown on said Survey Number 28496; thence along said East line of SE Laurie Avenue the following four courses and distances: (1) North 34°10'03" East 9.87 feet, (2) along a tangent curve to the left, with a radius of 120.90 feet, through a central angle of 30°23'00", an arc length of 64.11 feet, subtended by a chord which bears North 18°58'33" East 63.36 feet, (3) North 03°47'03" East 9.54 feet, and (4) along a tangent curve to the left, with a radius of 81.73 feet, through a central angle of 48°22'14", an arc length of 69.00 feet, subtended by a chord which bears North 20°24'04" West 66.97 feet to the **POINT OF BEGINNING**.

Said vacation contains 1,825 square feet of land, more or less.



Eric D. Jones



Et. 6-30-15

EXHIBIT "B"

POINT OF COMMENCEMENT
FD 5/8" IR "OTAK, INC"

S 03°10'52" W 204.24'

POINT OF BEGINNING
FD 5/8" IR "OTAK, INC"

S 03°10'52" W
27.54'

ROSE VILLA, INC.
#71-8232
21E2AC 01600

PROPOSED
RIGHT OF WAY

R = 81.73'
D = 48°22'14"
L = 69.00'
CH = N 20°24'04" W
66.97'

N 59°29'40" E (RAD.)

EXISTING
RIGHT OF WAY

R = 70.00'
D = 39°48'52"
L = 48.64'
CH = S 10°35'54" E
47.67'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Eric D. Jones

N 03°47'03" E
9.54'

OREGON
JULY 16, 1982
ERRIC D. JONES
1996

R = 120.90'
D = 30°23'00"
L = 64.11'
CH = N 18°58'33" E
63.36'

EXPIRES: 6-30-15

SE LAURIE AVE.
(CO. RD. NO. 2276)

S 09°18'32" W
58.45'

N 34°10'03" E
9.87'

R = 240.00'
D = 2°00'47"
L = 8.43'
CH = S 08°18'09" W
8.43'

N 82°42'15" W (RAD.)

RIGHT OF WAY VACATION

OF
A PORTION OF SE LAURIE AVE.
SITUATED IN THE
EAST 1/2 OF SECTION 2, T2S, R1E, WM
COUNTY OF CLACKAMAS, STATE OF OREGON



BY:
CHASE, JONES & ASSOCIATES INC.
716 S. E. 11TH AVE. PORTLAND, OREGON 97214
PHONE (503) 228-9844

PROJECT NO.: 13659 DATE: MAY 22, 2014
DRAWING NAME: 13659_LAURIE 1 SCALE: 1" = 30'

SHEET 1 OF 1

EXHIBIT "A"

Date: May 22, 2014
Last Revised: November 3, 2014
Owner Name: Rose Villa, Inc
Map 21E02AC 01500
21E02DB 00200

Chase, Jones & Associates Inc.
716 SE 11th Avenue
Portland, OR 97214
503-228-9844
Project # 13659
Description: 13659_Laurie 5

Right of Way Vacation

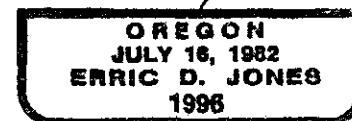
A portion of SE Laurie Avenue, as shown on attached Exhibit "B" which by this reference is a part hereof, adjoining that certain tract conveyed to Rose Villa, Inc. by Statutory Warranty Deed recorded July 1, 2008 as document number 2008-047702, and a portion of that certain tract conveyed to Clackamas County by Quit Claim Deed recorded December 28, 1948 in Book 415 at Page 208, both in the County of Clackamas, State of Oregon, situated in the East half of Section 2, Township 2 South, Range 1 East, Willamette Meridian, being described as follows:

COMMENCING at a 5/8 inch iron rod with a yellow plastic cap inscribed "OTAK, INC" at the North terminus of the "Proposed Property Line" as shown on that certain "Proposed Property Line Adjustment Survey" filed at the Clackamas County Surveyors Office on October 5, 1999 as Survey Number 28496; thence along said "Proposed Property Line", South 03°10'52" West 204.24 feet to a 5/8 inch iron rod with a yellow plastic cap inscribed "OTAK, INC" at the South terminus of said "Proposed Property Line"; thence continuing on a southerly prolongation of said "Proposed Property Line" South 03°10'52" West 27.54 feet; thence South 59°29'40" West 70.00 feet; thence South 80°41'28" East 20.00 feet; thence South 09°18'32" West 56.19 feet to the westerly line of SE Laurie also being the **POINT OF BEGINNING** of the herein described vacation; thence continuing South 09°18'32" West 2.26 feet; thence southeasterly along a tangent curve to the left, with a radius of 290.00 feet, through a central angle of 25°57'41", an arc length of 131.40 feet, subtended by a chord which bears South 03°40'18" East 130.28 feet; thence South 16°39'09" East 27.97 feet to the West line of said Quit Claim Deed; thence along said West line, northwesterly along a non-tangent curve to the left, from a point with a radial bearing of North 58°52'03" East, with a radius of 213.60 feet, through a central angle of 5°44'49", an arc length of 21.42 feet, subtended by a chord which bears North 34°00'21" West 21.42 feet; thence continuing along said West line of the Quit Claim Deed and the northerly prolongation thereof, along a reverse curve, with a radius of 122.45 feet, through a central angle of 70°30'05", an arc length of 150.67 feet, subtended by a chord which bears North 01°37'43" West 141.35 feet to the **POINT OF BEGINNING**.

Said vacation contains 1,863 square feet of land, more or less.



Eric D. Jones

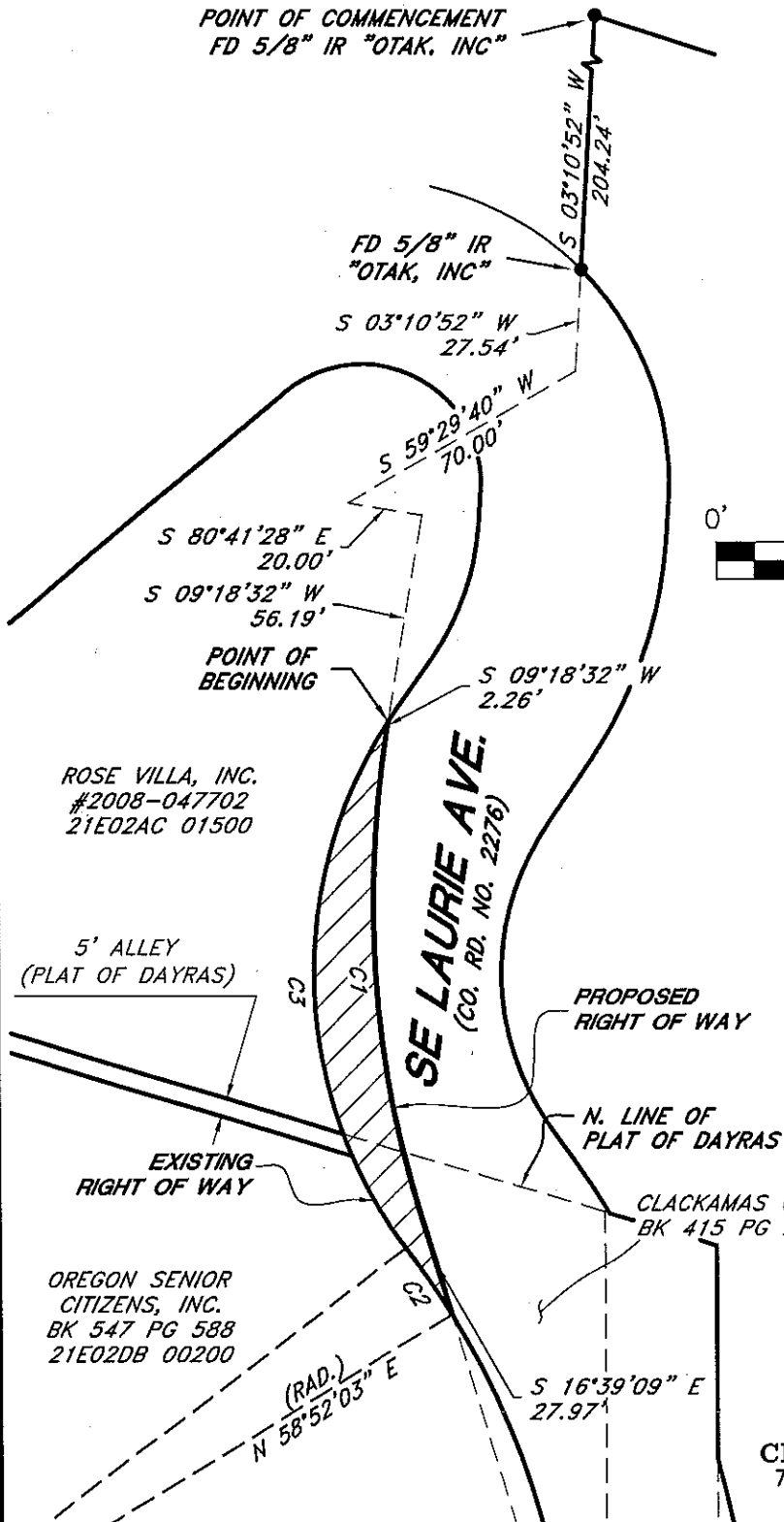


Ex. 6-30-15

EXHIBIT "B"

CURVE	RADIUS	DELTA ANGLE	LENGTH	CHORD BEARING	CHORD LENGTH
C1	290.00'	25°57'41"	131.40'	S 03°40'18" E	130.28'
C2	213.60'	5°44'49"	21.42'	N 34°00'21" W	21.42'
C3	122.45'	70°30'05"	150.67'	N 01°37'43" W	141.35'

POINT OF COMMENCEMENT
FD 5/8" IR "OTAK, INC"



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Eric D Jones

OREGON
JULY 16, 1982
ERRIC D. JONES
1996

EXPIRES: 6-30-15

RIGHT OF WAY VACATION

OF
A PORTION OF SE LAURIE AVE.
SITUATED IN THE
EAST 1/2 OF SECTION 2, T2S, R1E, WM
COUNTY OF CLACKAMAS, STATE OF OREGON

BY:
CHASE, JONES & ASSOCIATES INC.
716 S. E. 11TH AVE. PORTLAND, OREGON 97214
PHONE (503) 228-9844

PROJECT NO.: 13659 DATE: MAY 22, 2014
DRAWING NAME: 13659_LAURIE 5 SCALE: 1" = 50'

SHEET 1 OF 1



COPY 7

M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

December 11, 2014

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of Winston Road, in the City of Damascus

Purpose/Outcomes	Vacates a portion of Winston Road
Dollar Amount and Fiscal Impact	Application fee of \$3011 received
Funding Source	N/A
Safety Impact	The vacation of this portion of Winston Road will have no negative impact on the traveling public.
Duration	Upon execution; permanent vacation.
Previous Board Action	N/A
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

This portion of Winston Road, County Road Number 448, (change in Winston & Union School House Road (aka Damascus-Sycamore #90)), Department of Transportation and Development Maintenance Number 13014, located in the City of Damascus and the northeast quarter of Section 5, T.2 S., R.3 E., W.M., was established July 5, 1895, and was supposed to replace a portion of the Winston-Union School House Road now known as Foster Road. Vacating this portion of Winston Road will not affect traffic flow nor reduce the established width of sixty feet.

This unconstructed portion of Winston Road is a 30 foot wide, 185 foot long, right-of-way that serves no public need and is not a benefit to the traveling public.

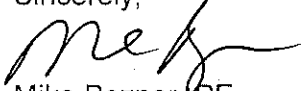
The Petition to Vacate has been filed with the prescribed fee of \$3011 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms that have been acknowledged by the proper authority. Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies and the City of Damascus have been contacted and do not have any objections to this vacation provided that easement rights are reserved.

County Counsel has reviewed and approved this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of a portion of Winston Road, County Road Number 448, Department of Transportation and Development Maintenance Number 13014.

Sincerely,



Mike Bezner, PE

Transportation Engineering Manager

For information on this issue or copies of attachments
please contact Doug Cutshall at 503-742-4669.

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

In the matter of the Vacation
Of a portion of Winston Road
County Road No. 448 situated in
Section 5, T.2 S., R.3 E., WM
Clackamas County, Oregon



Order No.
Page 1 of 2

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.351 a petition signed by 100 percent of the abutting owners and a written report finding this vacation to be in the public interest from the County Road Official, M. Barbara Cartmill, Director, have been submitted in the matter of the vacation of a portion of Winston Road, County Road Number 448, described as follows:

All that portion of Winston Road, County Road Number 448, situated in Section 5, T.2 S., R.3 E., WM, Clackamas County, Oregon, as more particularly described and shown on attached Exhibits "A" and "B".

IT FURTHER APPEARING that the Board having read said petition and report from the County Road Official and having determined the vacation of the above described portion of roadway to be in the public interest; and,

IT FURTHER APPEARING that this is an intergovernmental vacation and shall not become effective until the City of Damascus by Resolution or Order concurs with the County governing body in the vacation procedures, and,

IT FURTHER APPEARING that Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation providing that utility easement rights are reserved; now therefore,

IT IS HEREBY ORDERED that the attached described portion of Winston Road, County Road 448, containing 4,399 square feet, more or less, be vacated when the City of Damascus concurs by Resolution or Order; and,

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

In the matter of the Vacation
a portion of Winston Road
County Road No. 448 situated in
Section 5, T.2 S., R.3 E., WM
Clackamas County, Oregon



Order No.
Page 2 of 2

IT IS FURTHER ORDERED that rights for all exiting utilities within the vacated portion of Winston Road be reserved. Nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, the rights are reserved to maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility;and,

IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this 11th day of December, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

MEMORANDUM

TO: Board of Commissioners

FROM: M. Barbara Cartmill, Director D.T.D.

DATE: December 11, 2014

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF WINSTON ROAD**

LOCATION: Winston Road a maintained County Road Number 448, is located in the northeast quarter of Section 5, T.2 S., R.3 E., W.M. and the city of Damascus.

FACTS AND FINDINGS: The subject portion of Winston Road became a part of the county road system July 5, 1895, and was supposed to replace a portion of the Winston-Union School House Road now known as Foster Road. An area of the paved as traveled road, which is opposite of the petitioners property, lay outside the legal right-of-way. In the summer of 1969, additional right-of-way along County Road 448 was dedicated to Clackamas County to accommodate that as traveled area. Today the petitioner and owner of a small lot adjoining Winston Road would like to build a dwelling on the lot but needs the unused portion of right-of-way to augment his plan. Vacating this portion of Winston Road will not affect traffic flow nor reduce the established width of sixty feet. This portion of Winston Road is a 30 foot wide, 185 foot long, right-of-way that serves no public need and is no longer a benefit to the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$3,011 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms, which have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies and City of Damascus have been contacted and do not have any objections to this vacation provided that easement rights are reserved.

After considering traffic impacts, fiscal impacts, and social impacts, it appears to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed when there is 100% agreement from the affected property owners, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.



CENTERLINE CONCEPTS
LAND SURVEYING, INC.

729 Molalla Avenue, Ste. 1 and 2, Oregon City, OR 97045
P. 503-650-0188 F. 503-650-0189

Exhibit "A"
Right of Way Vacation
Legal Description

A portion of right of way in Winston Road, located in the Northeast 1/4 of Section 5, Township 2 South, Range 3 East of the Willamette Meridian, County of Clackamas, State of Oregon, being more particularly described as follows:

BEGINNING at the Northeast corner of that tract of land described in Deed Document Number 92-69297, Deed Records of Clackamas County; thence along the Easterly extension of the Southerly right of way line of Winston Road, S68°12'12"E, 33.17 feet; thence S13°44'38"E, 72.42 feet; thence S10°17'32"W, 57.37 feet to a point of curvature; thence along a curve to the right, having a radius of 10.00 feet, through a central angle of 145°42'59", an arc length of 25.43 feet (chord of which bears S83°09'02"W, 19.11 feet), to a point of tangency; thence N23°59'29"W, 8.97 feet to the East line of said Deed Document Number 92-69297; thence along the East line of said Deed Document Number 92-69297, N06°28'58"W, 134.05 feet to the **POINT OF BEGINNING**.

Contains 4,399 Square Feet.

Subject to Easements of Record.

SIGNED ON: 9-29-2017



VALID THROUGH DECEMBER 31, 2018

WINSTON ROAD

DOCUMENT NO.
92-69297

POINT OF BEGINNING

S 68°12'12" E
33.17'

AREA OF
RIGHT OF WAY
VACATION
AREA=4,399 S.F.

N 06°28'58" W
134.05'

S 13°44'38" E
72.42'

60'

N 23°59'29" W
8.97'

S 10°17'32" W
57.37'

C1
L=25.43'

FOSTER ROAD



SIGNED ON: 9-29-2014

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
NOVEMBER 30, 2007
JAMES BURTON BROWN
60379

VALID THROUGH DECEMBER 31, 2015

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	25.43'	10.00'	145°42'59"	S 83°09'02" W	19.11'

CLIENT: YOUNG
ORIG. DATE: 8/28/2014
DRAWN BY: MPW
SHEET No. 1 of 1

EXHIBIT "B"
RIGHT OF WAY VACATION
CITY OF DAMASCUS, CLACKAMAS COUNTY
Scale: 1"=40'


CENTERLINE CONCEPTS
LAND SURVEYING, INC.
729 MOLALLA AVE., SUITE 1 & 2
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189



8
COPY

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building
902 ABERNETHY ROAD | OREGON CITY, OR 97045

December 11, 2014

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement between Clackamas County and
Clackamas Community College
For Transportation Maintenance Services**

Purpose/Outcome	The Intergovernmental Agreement between Clackamas County and Clackamas Community College is a cooperative agreement for transportation maintenance services. Clackamas County is able to provide road maintenance and other services as listed in the IGA to Clackamas Community College on a quote basis.
Dollar Amount and Fiscal Impact	None as Clackamas Community College is billed for services rendered.
Funding Source	None
Safety Impact	None
Duration	Effective upon execution and shall expire one year later. The agreement shall automatically renew from year to year unless either party gives notice to the other at least thirty (30) days prior to the expiration of the term.
Previous Board Action/Review	None
Contact Person	Randy Harmon, Interim Transportation Operations Manager, 503-650-3246
Contract No.	None

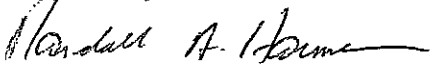
BACKGROUND:

This follows along the philosophy of the MORE-IGA (Managing Oregon Resources Efficiently) and the ODOT Maintenance agreement that the Transportation Maintenance Division is currently involved in. Under these IGA's, other cities, counties, government agencies and ODOT agree to share resources on a quote basis. The Transportation Maintenance Division also has individual IGA's with other local cities following the same format as this IGA.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approves the Intergovernmental Agreement between Clackamas County and Clackamas Community College for Transportation Maintenance Services.

Respectfully submitted,



Randy Harmon
Interim Transportation Operations Manager
Transportation Maintenance Division

**INTERGOVERNMENTAL AGREEMENT FOR
TRANSPORTATION MAINTENANCE**

This INTERGOVERNMENTAL COOPERATIVE AGREEMENT is made by and between **Clackamas County**, acting by and through its Department of Transportation (“COUNTY”) and **Clackamas Community College**, a community college district formed pursuant to the laws of the State of Oregon (“COLLEGE”).

RECITALS

COUNTY is responsible for design, construction, operations, maintenance, replacement and repair of County roads.

COLLEGE is responsible for the design, construction, operations, maintenance, replacement and repair of roads within the College’s property limits.

It is in the best interest of COUNTY and COLLEGE to assure an adequate road and transportation system.

The parties have authority to enter into this Agreement pursuant to ORS 190.010.

The parties agree that a coordinated effort will enhance efficiencies of local government agencies responsible for the road maintenance.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services:** COUNTY is able to provide the following road maintenance and other services.
 - a. Road Brushing
 - b. Culvert Work
 - c. Pavement Management Services
 - d. Paving repair and resurfacing, including grinding, crack sealing and chip sealing
 - e. Vactoring (cleaning catch basins, dry wells, etc.)
 - f. Road stripping including centerlines, edge lines and bike lanes
 - g. Pavement markings including stop bars, cross walks, turn arrows, legends
 - h. Traffic sign manufacturing, installation and maintenance
 - i. Other services, as established by the signed quote procedure described below.

2. **Existing contracts:** This contract is not intended to supersede any existing traffic signal or traffic sign maintenance agreements.
3. **Quote Procedure and Authority to Sign:** For each maintenance activity, COUNTY will provide a quote to COLLEGE that outlines the specific work to be done and estimated labor and materials costs. This quote will be signed by both COUNTY and COLLEGE prior to any work being started. COUNTY's Transportation Operations Manager has authority to sign such quote on behalf of the COUNTY. The Director of Campus Services has authority to sign such quotes on behalf of the COLLEGE.
4. **Scheduling of Work:** Scheduling of work shall be set forth in the quote for each specific project. The parties shall use best efforts to coordinate with the other to minimize work-scheduling conflicts.
5. **Materials:** COUNTY will supply materials at cost or material may be supplied by COLLEGE.
6. **Notice of Rate Increases:** COUNTY will notify COLLEGE not less than 60 days prior to any increase in the then adopted and published rates and charges for road maintenance and other tasks identified in the Scope of Work charged by COUNTY to local governments.
7. **Payment of Invoices:** Within sixty (60) days following performance of the services by COUNTY, COUNTY shall invoice COLLEGE for the work performed. Upon receipt of an invoice from COUNTY, COLLEGE will pay for the authorized work according to COUNTY's labor and material rates. Payment shall be made within 30 days of invoice.
8. **Nonexclusive Agreement:** COLLEGE is not required to exclusively use COUNTY for its road maintenance requirements.
9. **Term:** This agreement shall be effective upon execution and shall expire one year later. The agreement shall automatically renew from year to year unless either party gives notice to the other at least thirty (30) days prior to the expiration of the term.
10. **Indemnity:** Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, each party shall indemnify, save harmless and defend the other, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons caused by the errors, omissions, fault or negligence of the indemnifying party of its employees.
11. **Amendment:** This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

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

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

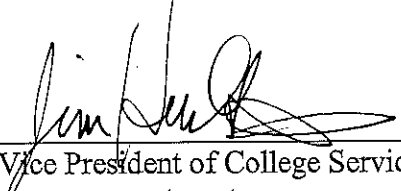
IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to authority of their respective governing bodies.

Adopted this ____ day of December, 2014.

BOARD OF COUNTY COMMISSIONERS

CLACKAMAS COMMUNITY COLLEGE

Chair



Vice President of College Services

Jim Huckestein

Recording Secretary

Approved as to form



County Counsel



PURCHASING DIVISION

Board of County Commissioner
Clackamas County

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

Members of the Board:

Approval to Purchase a new Altec TA40 Boom Mounted on a International 4300 Chassis
Purchased from Altec Industries 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 Altec TA40 boom mounted on a International 4300 chassis. This bucket truck is being purchased off of an existing National Joint Powers Alliance (NJPA) cooperative purchasing agreement # 031014-ALT. This purchase was requested by Randall Harmon, Interim Transportation Operations Manager.
Dollar Amount and Fiscal Impact	The cost for the boom truck is \$ 182,359.00.
Funding Source	Funds for this purchase have been budgeted under DTD Funds, FY 2014/2015 under line; 215-2410-00-485520.
Safety Impact	None
Duration	None
Previous Board Action	None
Contact Person	Randall Harmon @ 503-650-3246
Contract No.	NJPA # 031014-ALT

BACKGROUND:

The Clackamas County Department of Transportation and Development, Transportation Maintenance Division requests approval to purchase a new Altec TA40 Boom Mounted on a International 4300 Chassis. The boom truck is being purchased off of an existing National Joint Powers Alliance (NJPA) cooperative purchasing agreement.

The bucket truck will be used in the Vegetation Management Program. The new vehicle will replace vehicle #100333 which is at the end of its useful life.

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 bucket truck is \$ 182,359.00. Funds for this contract have been budgeted under line 215-2410-00-485520 within the DTD Department's current FY 14/15 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 bucket truck from Altec Industries. Total purchase amount not to exceed \$ 182,359.00.

Respectfully Submitted,

Dan Nenow
Dan Nenow, C. P. M.
Purchasing Staff

Placed on the Agenda of Dec. 11, 2014 by the Purchasing Division

10



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 two 114SD Freightliner Dump Trucks
From McCoy Freightliner for the Department of Transportation and Development

Purpose/Outcomes	Approval to Purchase two 114SD Freightliner Dump Trucks that will replace vehicles #476 and 483, which has reached the end of their usable service life.
Dollar Amount and Fiscal Impact	The cost for each vehicle is \$ 166,647.00. For a total cost of \$333,294.00
Funding Source	Funds for this purchase have been budgeted under Road Funds, FY 2014/2015 under line; 215-2410-00-485520.
Safety Impact	None
Duration	None
Previous Board Action	None
Contact Person	Warren Gadberry at 503-650-3988
Contract No.	HT06-14

BACKGROUND:

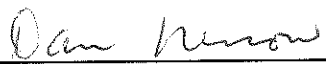
The Transportation Maintenance Division is ready to proceed with the purchase of two 114SD Freightliner Dump Trucks. The two Dump Trucks will be purchased through a HGACBuy contract from McCoy Freightliner in Portland, Oregon. The trucks will be used for general road maintenance work. The units will replace vehicles #476 and 483 which are at the end of their usable service life. This purchase has been reviewed by Fleet Services.

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.

RECOMMENDATION:

Staff respectfully recommends that the Board give approval to the Clackamas County Department of Transportation and Development, Transportation Maintenance Division to purchase two 114SD Freightliner Dump Trucks. Total purchase amount not to exceed \$333,294.00.

Respectfully Submitted,



Dan Nenow, C. P. M.
Purchasing Staff

Placed on the Agenda of Dec. 11, 2014 by the Purchasing Division



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of County Commissioner
Clackamas County

Members of the Board:

**Approval of a Contract with DKS Associates Inc. for the
Clackamas Regional Center Design Plan Area Multimodal Mixed-Use Area Designation
and Transportation System Development Charge Update Project**

Purpose/Outcomes	This contract will provide funding for professional services for the Clackamas Regional Center Design Plan Area Multimodal Mixed-Use Area Designation and Transportation System Development Charge Update Project.
Dollar Amount and Fiscal Impact	The contract value is \$503,007.36
Funding Sources	Metro CET Grant: \$160,000 County Wide TSDC: \$135,590.19 Joint County Happy Valley TSDC: \$135,590.19 County Road Fund: \$48,216.98 General Fund (Planning & Zoning Division): \$23,610.00
Safety Impact	This project will evaluate the needed safety improvements in the Regional Center area and will assess the potential for the use of a Transportation System Safety Performance Measures in the land development and transportation planning processes.
Duration	Contract signing through 12/31/15
Previous Board Action	04/18/2013: BCC approved application to Metro for Construction Excise Tax Grant Application. 03/27/2014: BCC Approved Metro/County Construction Excise Tax Grant Intergovernmental Agreement, Metro - Clackamas County Clackamas Regional Area Performance Measures And Multi Modal Area Project.
Contact Person	Lawrence Conrad, Project Manager – DTD Engineering 503-742-4539

BACKGROUND:

Clackamas County applied for and was awarded a Metro Construction Excise Tax Grant for the Clackamas County Clackamas Regional Area Performance Measures and Multi Modal Area Project. Subsequently, DTD staff identified potential efficiencies that could be obtained by combining the project with a need update to the Transportation System Development Charge Methodology and TSDC Rates. This resulted in the revised project scope of work that addressed these related issues.

- Ensure that the Clackamas Regional Center continues to develop into the center of commerce that is envisioned in the 2040 Growth Concept and ensure that the regional center continues to be the "focus of transit and highway improvements".

- Update the County Transportation System Development Charge Methodology and TSDC Rates for both, the Joint Happy Valley / Clackamas County SDC District and the County wide SDC District.

On May 28, 2014, staff advertised Clackamas Regional Center Design Plan Area Multimodal Mixed-Use Area Designation and Transportation System Development Charge Update Project for competitive bids. The County received two proposals.

The County assembled a multi-jurisdictional team of reviewers and rated the two proposals. This review identified a number of issues that needed additional clarification. The County issued an Addendum and invited the two respondents to discuss these issues with an evaluation panel. Following this interview, DKS Associates was selected as the preferred project team and the County entered in to negotiations to develop a final work scope and budget. The final project budget for this project is \$503,007.36 and is funded by the Metro CET Grant, Countywide TSDCs, Happy Valley Joint TSDCs, Road Fund and General Fund. The contract will be complete December 31, 2015.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends approval of the contract with DKS Associates for the advertised Clackamas Regional Center Design Plan Area Multimodal Mixed-Use Area Designation and Transportation System Development Charge Update Project.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

Placed on the _____ agenda by the Purchasing Division.

For information on this issue or copies of attachments
please contact Lawrence Conrad at (503) 742-4539



LANE MILLER
MANAGER

PURCHASING DIVISION

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

December 11, 2014

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of December 11, 2014, this contract with DKS Associates Inc. for the **Clackamas Regional Center Design Plan Area Multimodal Mixed-use Area Designation and Transportation System Development Charge Update Project**. This project was requested by Larry Conrad, Project Manager and was publicly advertised in accordance with ORS 279. Twenty-four proposal packets were requested and sent out with two proposal responses received: DKS Associates and Kittelson and Associates. A selection panel reviewed and evaluated the Request for Qualifications based on the selection criteria outlined in the RFP documents. DKS Associates Inc was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$503,007.36. The contract term is from contract execution through December 31, 2015. This contract has been reviewed and approved by County Counsel. Funds for this project are budgeted under account lines 215-2424-02113-431000, 223-9180-02113-431000, 227-9181-02113-431000, and 214-6410-02113-431000 for fiscal years 2014/2015 and 2015/2016.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

December 11, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2014-2015

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2015-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$7,041,906.
Funding Source	Includes Prior Year Revenue, Fund Balance, Federal and State grants, Charges for Services, Miscellaneous Revenue and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

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

The County Fair Fund is recognizing fund balance and budgeting for additional cost associated with the replacement of the livestock building.

The Building Codes Fund is recognizing additional fund balance and budgeting to add a full-time Deputy Building Codes Administrator position, increase contingency and reduce shared allocated cost expenses.

The Resolution Services Fund is recognizing actual fund balance and interfund transfers from the General Fund and Justice Court and budgeting for higher temporary employee costs and contingency.

The Planning Fund is recognizing fund balance and budgeting for strategic planning, concurrency process and business flow analysis and contingency.

The Road Fund is recognizing fund balance and development fee revenue and budgeting for customer service cost associated with the program and appropriating the remainder in contingency.

The Code Enforcement & Office of Sustainability Fund is recognizing additional fund balance and appropriating it in contingency.

The Community Corrections Fund is recognizing fund balance and budgeting for program costs and building and equipment updates.

The District Attorney Fund is recognizing fund balance and budgeting for new technology equipment, higher Multnomah Lodge renovation costs, additional rental expense until renovation is completed, and temporary workers.

The Behavioral Health Fund is recognizing fund balance and budgeting for contracted services.

The Community Solutions for Clackamas County Fund is recognizing fund balance and budgeting for weatherization materials and contracted services to weatherize homes.

The Dog Services Fund is recognizing fund balance and increasing contingency.

The Stone Creek Golf Course Fund is recognizing fund balance and appropriating it in contingency.

The Facilities Management Fund is recognizing fund balance and budgeting it for fuel and landscaping expenses.

The Technology Services Fund is recognizing fund balance and budgeting to hire a full-time administrative assistant and to complete projects carried over from the prior year as well as current year projects and increasing the capital replacement reserve account.

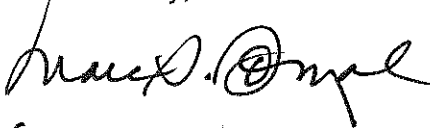
The effect of this Resolution is an increase in appropriations of \$7,041,906 including revenues as detailed below:

Prior Year Revenue	\$ 57,462.
Fund Balance	5,864,337.
Federal Operating Grants	(32,857.)
State Operating Grants	21,132.
Charge for Services	1,085,324.
Interfund Transfer	46,508.
Total Recommended	<u>\$ 7,041,906.</u>

RECOMMENDATION:

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

Sincerely,



for Diane Padilla
Budget Manager

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

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



Resolution No _____
page 1 of 2

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

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

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on December 11, 2014.

WHEREAS; the funds being adjusted are:

- . County Fair Fund
- . Building Codes Fund
- . Resolution Services Fund
- . Planning Fund
- . Road Fund
- . Code Enforcement & Office of Sustainability Fund
- . Community Corrections Fund
- . District Attorney Fund
- . Behavioral Health Fund
- . Community Solutions for Clackamas County
- . Dog Services Fund
- . Stone Creek Golf Course Fund
- . Facilities Management Fund
- . Technology Services Fund;

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

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



Resolution No. _____
page 2 of 2

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

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

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

DATED this 11th day of December 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 11, 2014

Recommended items by revenue source:

Prior Year Revenue	\$ 57,462.
Fund Balance	5,864,337.
Federal Operating Grants	(32,857.)
State Operating Grants	21,132.
Charge for Services	1,085,324.
Miscellaneous Revenue	681,535..
Interfund Transfer	<u>46,508.</u>
 Total Recommended	 <u>\$ 7,723,441.</u>

COUNTY FAIR FUND

Revenue:	
Fund Balance	\$ 120,186.
Total Revenues	<u>\$ 120,186.</u>
Expense:	
Materials and Services	\$ 120,186.
Total Expenses	<u>\$ 120,186.</u>

County Fair Fund is recognizing fund balance and budgeting for additional cost associated with the replacement of the livestock building.

BUILDING CODES FUND

Revenue:	
Fund Balance	\$ 194,704.
Total Revenues	<u>\$ 194,704.</u>
Expense:	
Personnel Services	\$ 105,687.
Materials and Services	(209,983.)
Contingency	<u>299,000.</u>
Total Expenses	<u>\$ 194,704.</u>

Building Codes Fund is recognizing additional fund balance and budgeting to add a full-time Deputy Building Codes Administrator position, increase contingency and reduce shared allocated cost expenses.

RESOLUTION SERVICES FUND

Revenue:		
Fund Balance	\$	(5,821.)
Interfund Transfer		<u>46,508.</u>
Total Revenues	\$	<u>40,687.</u>
Expense:		
Personnel Services	\$	16,508.
Contingency		<u>24,179.</u>
Total Expenses	\$	<u>40,687.</u>

Resolution Services Fund is recognizing actual fund balance and interfund transfers from the General Fund and Justice Court and budgeting for higher temporary employee costs and contingency.

PLANNING FUND

Revenue:		
Fund Balance	\$	<u>229,841.</u>
Total Revenues	\$	<u>229,841.</u>
Expense:		
Materials & Services	\$	127,610.
Contingency		<u>102,231.</u>
Total Expenses	\$	<u>229,841.</u>

Planning Fund is recognizing fund balance and budgeting for strategic planning, concurrency process and business flow analysis and contingency.

ROAD FUND

Revenue:		
Fund Balance	\$	2,982,352.
Charge for Services		<u>1,085,324.</u>
Total Revenues	\$	<u>4,067,676.</u>
Expense:		
Materials and Services	\$	1,800,000.
Contingency		<u>2,267,676.</u>
Total Expenses	\$	<u>4,067,676.</u>

Road Fund is recognizing fund balance and development fee revenue and budgeting for customer service cost associated with the program and appropriating the remainder in contingency.

CODE ENFORCEMENT & SUSTAINABILITY FUND

Revenue:		
Fund Balance		\$ 40,517.
Total Revenues		<u>\$ 40,517.</u>
Expense:		
Contingency		\$ 40,517.
Total Expenses		<u>\$ 40,517.</u>

The Code Enforcement & Office of Sustainability Fund is recognizing additional fund balance and appropriating it in contingency.

COMMUNITY CORRECTIONS FUND

Revenue:		
Fund Balance		\$ 508,694.
State Operating Grants		21,132.
Total Revenues		<u>\$ 529,826.</u>
Expense:		
Personnel Services		\$ 25,000.
Materials Services		454,826.
Capital Outlay		50,000.
Total Expenses		<u>\$ 529,826.</u>

Community Corrections Fund is recognizing fund balance and budgeting for program costs and building and equipment updates.

DISTRICT ATTORNEY FUND

Revenue:		
Fund Balance		\$ 241,308.
Federal Operating Grants		(32,857.)
Total Revenues		<u>\$ 208,451.</u>
Expense:		
Personnel Services		\$ 20,000.
Materials Services		138,451.
Capital Outlay		50,000.
Total Expenses		<u>\$ 208,451.</u>

District Attorney Fund is recognizing fund balance and budgeting for new technology equipment, higher Multnomah Lodge renovation costs, additional rental expense until renovation is completed, and temporary workers.

BEHVIORAL HEALTH FUND

Revenue:	
Prior Year Revenue	\$ 57,462.
Total Revenues	<u>\$ 57,462.</u>
Expense:	
Personnel Services	\$ 39,950.
Materials Services	17,512.
Total Expenses	<u>\$ 57,462.</u>

Behavioral Health Fund is recognizing fund balance and budgeting for contracted services.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Fund Balance	\$ 13,789.
Total Revenues	<u>\$ 13,789.</u>
Expense:	
Personnel Services	\$ (36,500.)
Materials Services	50,289.
Total Expenses	<u>\$ 13,789.</u>

Community Solutions for Clackamas County Fund is recognizing fund balance and budgeting for weatherization materials and contracted services to weatherize homes.

DOG SERVICES FUND

Revenue:	
Fund Balance	\$ 67,677.
Total Revenues	<u>\$ 67,677.</u>
Expense:	
Contingency	\$ 67,677
Total Expenses	<u>\$ 67,677.</u>

Dog Services Fund is recognizing fund balance and increasing contingency.

STONE CREEK GOLF COURSE FUND

Revenue:	
Fund Balance	\$ 110,954.
Total Revenues	<u>\$ 110,954.</u>
Expense:	
Contingency	\$ 110,954.
Total Expenses	<u>\$ 110,954.</u>

Stone Creek Golf Course Fund is recognizing fund balance and appropriating it in contingency.

FACILITIES MANAGEMENT FUND

Revenue:	
Fund Balance	\$ 385,716.
Total Revenues	<u>\$ 385,716.</u>
Expense:	
Materials and Services	\$ 385,716.
Total Expenses	<u>\$ 385,716.</u>

The Facilities Management Fund is recognizing fund balance and budgeting it for fuel and landscaping expenses.

TECHNOLOGY SERVICES FUND

Revenue:	
Fund Balance	\$ 974,420.
Total Revenues	<u>\$ 974,420.</u>
Expense:	
Personnel Services	\$ 190,000.
Materials and Services	594,420
Capital Outlay	140,000.
Reserve	50,000.
Total Expenses	<u>\$ 974,420.</u>

Technology Services Fund is recognizing fund balance and budgeting to hire a full-time administrative assistant and to complete projects carried over from the prior year as well as current year projects and increasing the capital replacement reserve account.



MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 11, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of
New Specific Purpose Revenue for Fiscal Year 2014-2015

Purpose/Outcome	Budget changes for Clackamas County FY 2014-2015
Dollar Amount and fiscal Impact	The effect is an increase in appropriations of \$5,136,068.
Funding Source	Includes Prior Year Revenue, Fund Balance, Grant Revenue, Federal and State Operating Grants, Local Government and Other Agencies, Charge for Services, Miscellaneous Revenue and Interfund Transfer Revenue. .
Safety Impact	N/A
Duration	July 1, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.326, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Business and Economic Development Fund is recognizing Metro grant revenue and budging to fund the next phase of the Strategically Significant Employment Lands Asset Mapping Project

The Library Services Fund is recognizing additional revenue from the Library District and making appropriations in contingency and special payments.

The Sheriff's Fund is recognizing additional state and federal grants and School District contract revenue and budgeting for program costs.

The District Attorney's Fund is recognizing additional Juvenile Dependency Intergovernmental Agreement funding and budgeting it for an anticipated increase in personnel costs and window replacement expense at the Butler Building.

The Behavioral Health Fund is recognizing revenue from various State and Federal Operating grants, and internal grant revenue from the Community Health Fund and budgeting for costs associated with these programs.

The Social Services Fund is recognizing Prior Year revenue, Fund Balance and various State and Federal Operating grant revenues and budgeting for costs associated with these programs.

The Community Solutions for Clackamas County Fund is recognizing additional revenue from Adult and Dislocated Worker and Department of Human Services JOBS grants and budgeting to add two full-time Job Development Specialists, a Program Aide and an Instructor and for program costs.

The Clackamas Health Centers Fund is recognizing funding from Migrant Health Center, Care Oregon and Health Share grants and budgeting to add a full time Nurse Practitioner, Certified Medical Assistant, Office Supervisor, Nurse Supervisor and 3 Office Specialist 2 positions, part-time Nurse and Certified Medical Assistant and for other program costs.

The Juvenile Fund is recognizing revenue from Oregon Youth Authority, Bureau of Land Management, Criminal Justice Commission, Metro and Paul Bunyan grants and budgeting for program costs.

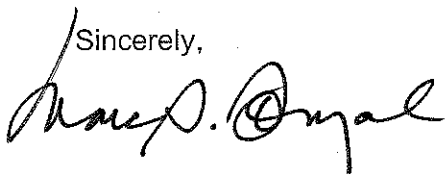
The effect of this Board Order is an increase in appropriations of \$5,136,068 including new revenues as detailed below:

Prior Year Revenue	\$	934,208.
Fund Balance		265,884.
Grant Revenue		165,000.
Federal Operating Grants		1,054,404.
State Operating Grants		1,222,544.
Local Government and Other Agencies		280,183.
Charge for Services		438,837.
Miscellaneous Revenue		681,535.
Interfund Transfer		<u>93,473.</u>
Total Recommended	\$	<u>5,136,068.</u>

RECOMMENDATION:

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

Sincerely,



for Diane Padilla
Budget Manager

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

In the Matter of Providing
Authorization to Appropriate Grants
For Specific Purposes within the Fiscal
Year 2014-15



Resolution No. _____

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

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents;

WHEREAS; the fund being adjusted is:

- . Business and Economic Development Fund
- . Library Services Fund
- . Sheriff's Fund
- . District Attorney Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Community Solutions for Clackamas County Fund
- . Clackamas Health Centers Fund
- . Juvenile Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.326, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

NEW SPECIFIC PURPOSE REVENUE REQUESTS

Exhibit A

Prior Year Revenue	\$	934,208.
Fund Balance		265,884.
Grant Revenue		165,000.
Federal Operating Grants		1,054,404.
State Operating Grants		1,222,544.
Local Government & Other Agencies		280,183.
Charge for Services		438,837.
Miscellaneous Revenue		681,535.
Interfund Transfer		<u>93,473.</u>
Total Recommended	\$	<u>5,136,068.</u>

BUSINESS AND ECONOMIC DEVELOPMENT FUND

Revenue:		
Local Government & Other Agencies	\$	<u>21,000.</u>
Total	\$	<u>21,000.</u>
Expense:		
Materials and Services	\$	<u>21,000.</u>
Total	\$	<u>21,000.</u>

Business and Economic Development Fund is recognizing Metro grant revenue and budging to fund the next phase of the Strategically Significant Employment Lands Asset Mapping Project.

LIBRARY SERVICES FUND

Revenue:		
Interfund Transfer	\$	<u>64,630.</u>
Total	\$	<u>64,630.</u>
Expense:		
Materials and Services	\$	42,115.
Contingency		<u>22,515.</u>
Total	\$	<u>64,630.</u>

Library Services Fund is recognizing additional revenue from the Library District and making appropriations in contingency and special payments.

SHERIFF'S FUND

Revenue:	
Federal Operating Grants	\$ 2,500.
State Operating Grants	65,000.
Local Government & Other Agencies	<u>141,790.</u>
Total	<u>\$ 209,290.</u>
Expense:	
Personnel Services	\$ 144,290.
Materials and Services	<u>65,000.</u>
Total	<u>\$ 209,290.</u>

Sheriff's Fund is recognizing additional state and federal grants and School District contract revenue and budgeting for program costs.

DISTRICT ATTORNEY FUND

Revenue:	
State Operating Grants	\$ <u>31,998.</u>
Total	<u>\$ 31,998.</u>
Expense:	
Personnel Services	\$ 16,000.
Capital Outlay	<u>15,998.</u>
Total	<u>\$ 31,998.</u>

District Attorney's Fund is recognizing additional Juvenile Dependency Intergovernmental Agreement funding and budgeting it for an anticipated increase in personnel costs and window replacement expense at the Butler Building.

BEHAVIORAL HEALTH FUND

Revenue:	
Grant Revenue	\$ 100,000.
Federal Operating Grants	118,412.
State Operating Grants	177,286.
Local Government & Other Agencies	15,000.
Charge for Services	10,000.
Miscellaneous Revenue	<u>681,535.</u>
Total	<u>\$ 1,102,233.</u>
Expense:	
Personnel Services	\$ 100,000.
Materials and Services	987,233.
Contingency	<u>15,000.</u>
Total	<u>\$ 1,102,233.</u>

Behavioral Health Fund is recognizing revenue from various State and Federal Operating grants, and internal grant revenue from the Community Health Fund and budgeting for costs associated with these programs.

SOCIAL SERVICES FUND

Revenue:	
Prior Year Revenue	\$ 934,208.
Fund Balance	265,884.
Federal Operating Grants	228,406.
State Operating Grants	183,345.
Charge for Services	10,000.
Total	<u>\$ 1,621,843.</u>
Expense:	
Personnel Services	\$ 289,948.
Materials and Services	1,331,895.
Total	<u>\$ 1,621,843.</u>

Social Services Fund is recognizing Prior Year revenue, Fund Balance and various State and Federal Operating grant revenues and budgeting for costs associated with these programs.

COMMUNITY SOLUTIONS FOR CLACKAMAS COUNTY FUND

Revenue:	
Federal Operating Grants	\$ 152,000.
State Operating Grants	110,708.
Total	<u>\$ 262,708.</u>
Expense:	
Personnel Services	\$ 240,984.
Materials and Services	21,724.
Total	<u>\$ 262,708.</u>

Community Solutions for Clackamas County Fund is recognizing additional revenue from Adult and Dislocated Worker and Department of Human Services JOBS grants and budgeting to add two full-time Job Development Specialists, a Program Aide and an Instructor and for program costs.

COMMUNITY HEALTH CENTERS FUND

Revenue:	
Grant Revenue	\$ 65,000.
Federal Operating Grants	491,398.
State Operating Grants	512,368.
Charge for Services	418,837.
Total	<u>\$ 1,487,603.</u>
Expense:	
Personnel Services	\$ 883,510.
Materials and Services	198,116.
Capital Outlay	160,325.
Contingency	245,652.
Total	<u>\$ 1,487,603.</u>

The Clackamas Health Centers Fund is recognizing funding from Migrant Health Center, Care Oregon and Health Share grants and budgeting to add a full time Nurse Practitioner, Certified Medical Assistant, Office Supervisor, Nurse Supervisor and 3 Office Specialist 2 positions, part-time Nurse and Certified Medical Assistant and for other program costs.

JUVENILE FUND

Revenue:	
Federal Operating Grants	\$ 61,688.
State Operating Grants	141,839.
Local Government & Other Agencies	102,393.
Interfund Transfer	28,843.
Total	<u>\$ 334,763.</u>
Expense:	
Personnel Services	\$ 152,792.
Materials and Services	181,971.
Total	<u>\$ 334,763.</u>

Juvenile Fund is recognizing revenue from Oregon Youth Authority, Bureau of Land Management, Criminal Justice Commission, Metro and Paul Bunyan grants and budgeting for program costs.



14
MARC GONZALES
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

December 11, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2014-2015

Purpose/Outcome	Budget changes for Clackamas County FY 2014-2015
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, 2014-June 30, 2015
Previous Board Action/Review	Budget Adopted June 26, 2014
Contact Person	Diane Padilla, 503-742-5425
Contract No.	N/A

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations between the major spending categories 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 294.450. 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 accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Non Departmental is recognizing additional interfund transfer revenue from the Health Clinic Fund, increasing transfers to Juvenile Fund, Library Services Fund and various H3S funds and reducing contingency.

The Library Services Fund is recognizing an interfund transfer from the General Fund and appropriating it to fund a portion of the Library Network's anticipated move to the Silver Oaks Building.

The Sheriff's Fund is transferring between current appropriations to better reflect anticipated expenditures.

The Justice Court Fund is transferring between current appropriations for an interfund transfer to the Resolution Services Fund and to better reflect anticipated expenditures.

The Behavioral Health Fund is transferring from contingency to contracted services for costs associated with the Northwest Housing Alternatives Program. This fund is also reducing its interfund transfer to the Community Health Fund.

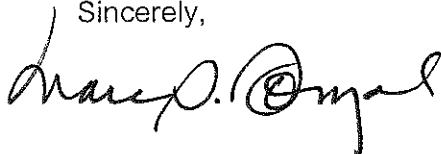
The Social Services Fund is realigning revenues and recognizing an interfund transfer from the General Fund, reducing program costs and increasing contingency.

The Retiree Medical Fund is transferring from contingency to premium expense to facilitate the creation of an independent Sheriff retiree medical trust.

RECOMMENDATION:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Padilla". The signature is fluid and cursive, with a large initial "D" and "P".

for Diane Padilla
Budget Manager

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

In the Matter of Providing Authorization
To Transfer Appropriations Within
the Fiscal Year 2014-15



Resolution No. _____

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

WHEREAS, transfer of appropriations for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Non Departmental
- . Library Services Fund
- . Sheriff's Fund
- . Justice Court Fund
- . Behavioral Health Fund
- . Social Services Fund
- . Retiree Medical Fund;

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

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.450, transfer of appropriation 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 _____

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUESTS

Exhibit A

GENERAL FUND – NON DEPARTMENTAL

Increase:		
Revenue		
Interfund Transfer	\$	600,000.
Total	<u>\$</u>	<u>600,000.</u>
Decrease:		
Expenses		
Contingency	\$	137,351.
Total	<u>\$</u>	<u>137,351.</u>
Increase:		
Expenses		
Interfund Transfer	\$	737,351.
Total	<u>\$</u>	<u>737,351.</u>

General Fund – Non Departmental is recognizing additional interfund transfer revenue from the Health Clinic Fund, increasing transfers to Juvenile Fund, Library Services Fund and various H3S funds and reducing contingency.

LIBRARY SERVICES FUND

Increase:		
Revenue		
Interfund Transfer	\$	92,000.
Total	<u>\$</u>	<u>92,000.</u>
Increase:		
Expenses		
Capital Outlay	\$	92,000.
Total	<u>\$</u>	<u>92,000.</u>

Library Services Fund is recognizing an interfund transfer from the General Fund and appropriating it to fund a portion of the Library Network's anticipated move to the Silver Oaks Building.

SHERIFF'S FUND

Decrease:		
Expenses		
Personnel Services	\$	202,426.
Total	<u>\$</u>	<u>202,426.</u>
Increase:		
Expenses		
Materials and Services	\$	202,426.
Total	<u>\$</u>	<u>202,426.</u>

Sheriff's Fund is transferring between current appropriations to better reflect anticipated expenditures.

JUSTICE COURT FUND

Decrease:		
Expenses		
Contingency	\$	<u>555,000.</u>
Total	\$	<u>555,000.</u>
Increase:		
Expenses		
Materials and Services	\$	525,000.
Interfund Transfer		<u>30,000.</u>
Total	\$	<u>555,000.</u>

Justice Court Fund is transferring between current appropriations for an interfund transfer to the Resolution Services Fund and to better reflect anticipated expenditures.

BEHAVIORAL HEALTH FUND

Decrease:		
Expenses		
Interfund Transfer	\$	100,000.
Contingency		<u>123,898.</u>
Total	\$	<u>223,898.</u>
Increase:		
Expenses		
Materials and Services	\$	<u>223,898.</u>
Total	\$	<u>223,898.</u>

Behavioral Health Fund is transferring from contingency to contracted services for costs associated with the Northwest Housing Alternatives Program. This fund is also reducing its interfund transfer to the Community Health Fund.

SOCIAL SERVICES FUND

Increase:		
Revenue		
Interfund Transfer	\$	150,000.
State Operating Grants		<u>84,492.</u>
Total	\$	<u>234,492.</u>
Decrease:		
Revenue		
Prior Year Revenue	\$	131,276.
Fund Balance		78,961.
Local Government & Other Agencies		<u>24,255.</u>
Total	\$	<u>234,492.</u>
Decrease:		
Expenses		
Personnel Services	\$	6,347.
Materials & Services		<u>43,897.</u>
Total	\$	<u>50,244.</u>
Increase:		
Expenses		
Contingency	\$	<u>50,244.</u>
Total	\$	<u>50,244.</u>

Social Services Fund is realigning revenues and recognizing an interfund transfer from the General Fund, reducing program costs and increasing contingency.

RETIREE MEDICAL FUND

Decrease:		
Expenses		
Contingency	\$	<u>2,925,376.</u>
Total	\$	<u>2,925,376.</u>
Increase:		
Expenses		
Materials and Services	\$	<u>2,925,376.</u>
Total	\$	<u>2,925,376.</u>

Retiree Medical Fund is transferring from contingency to premium expense to facilitate the creation of an independent Sheriff retiree medical trust.

Approval of Previous Business Meeting Minutes:

November 26, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Wednesday, November 26, 2014 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Vice Chair Commissioner Martha Schrader
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Tootie Smith

EXCUSED: Commissioner John Ludlow, Chair

CALL TO ORDER

■ Roll Call

Chair Ludlow is out ill today and will not be in attendance. Commissioner Martha Schrader will serve as Chair.

■ Pledge of Allegiance

I. PRESENTATION

1. Presentation of Video Commemorating the Flood of 1964 in Clackamas County
Nancy Bush and Jay Wilson, Emergency Management presented the staff report. The Department of Emergency Management with assistance from Public & Government Affairs are rolling out a flood awareness and safety campaign using the 1964 flood as a platform for engaging the residents and businesses in Clackamas County. The short video was shown. Jay Wilson introduced some of the 1964 flood video contributors who were in the audience today.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Tena Olsen, Oregon City – spoke in support of Veterans Services.
2. Mack Woods, Canby – spoke regarding tax exemption for Veterans.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CONSENT AGENDA

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

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

Commissioner Savas has concerns with the North Clackamas Parks & Recreation District items and stated he will not support the Consent agenda.

Vice Chair Schrader asked County Counsel why item D.1 is on four separate areas on the Consent agenda.

Chris Storey, County Counsel explained this item relates to the County and three separate service districts: the County, North Clackamas Parks & Recreation District, the Development Agency, and Water Environment Service.

Vice Chair Schrader asked the Clerk to call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Nay.

Vice Chair Schrader: Aye – the motion passes 3-1.

A. Health, Housing & Human Services

1. Approval of a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model Incentive Program – *Health Centers*
2. Approval of an Amendment to the Agency Service Contract 6497, with Metropolitan Family Services, Inc. for Family Reunification Services - *Children, Youth & Families*
3. Approval of an Amendment to the Agency Service Contract 6487, with Northwest Family Services, Inc. for Family Reunification Services – *Children, Youth & Families*
4. Approval of Intergovernmental Revenue Contract Amendment for Professional Services with State of Oregon Department of Education - *Children, Youth & Families*
5. Approval of Intergovernmental Subrecipient Agreement, Amendment No. 1 with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of Intergovernmental Subrecipient Agreement, Amendment No. 1 with the City of Wilsonville/Wilsonville Community Center to provide Social Services for Clackamas County Residents – *Social Services*
7. Approval of a Change Order on a Construction Contract between the Department of Health, Housing and Human Services and Jim Smith Excavating for the NW Gladstone Infrastructure Improvements Project – *Housing and Community Development*

B. Department of Transportation & Development

1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 27929 with Oregon Department of Transportation for Right-of-Way Services for the Pudding River (Whiskey Hill Road) Bridge Project

C. Elected Officials

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

D. County Counsel

1. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County (*this item also under NCPRD, Development Agency and WES*)

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT (NCPRD)

1. Approval of Final Contract Payments for Professional Services by North Clackamas Parks & Recreation District to Snowfish, Inc. dba Fish Marketing
2. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County (*this item also under County Counsel, Development Agency and WES*)

VI. DEVELOPMENT AGENCY

1. Authorization to Execute an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Development Agency for the Lawnfield Conveyance Ditch Project (*this item also under WES*)

2. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County *(this item also under County Counsel, NCPRD and WES)*

VII. WATER ENVIRONMENT SERVICES (WES)

1. Authorization to Execute an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clackamas County Development Agency for the Lawnfield Conveyance Ditch Project *(this item also under Development Agency)*
2. Approval of Intergovernmental Agreements for the Transfer of Real Property to North Clackamas Parks and Recreation District and Clackamas County *(this item also under County Counsel, NCPRD and Development Agency)*

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:06 AM



14

December 11, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for North Clackamas Parks & Recreation District for Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2014-2015

Purpose/Outcome	Approval of a resolution for a supplemental budget less than ten percent for North Clackamas Parks & Recreation District FY 2014-2015
Dollar Amount and fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$578,909 in the General Fund and \$76,052 in the Capital Projects Fund.
Funding Source	Beginning Fund Balance – General Fund and Capital Projects Fund
Safety Impact	N/A
Duration	July 1, 2014 through June 30, 2015
Previous Board Action/Review	Original Adopted Budget June 27, 2014.
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND: Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.

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

The **General Fund** - is recognizing additional fund balance in the amount of \$578,909 and recognizing additional expenditures in the Park Maintenance, Recreation, Sports, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, and Natural Resources Division categories related to the accrual of payroll for financial statement purposes in the amount of \$505,759 and in the Contingency category in the amount of \$73,150.

The **Capital Projects Fund** - is recognizing additional fund balance in the amount of \$76,052 and recognizing additional expenditures in the Capital Outlay category in the amount of \$76,052.

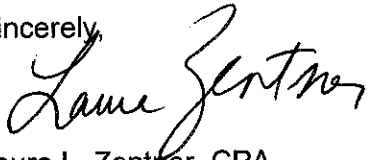
December 11, 2014

Page 2

RECOMMENDATION:

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

Sincerely,

A handwritten signature in black ink that reads "Laura Zentner". The signature is written in a cursive style with a large, stylized initial "L".

Laura L. Zentner, CPA
BCS Deputy Director

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

A RESOLUTION OF THE CLACKAMAS
COUNTY BOARD OF COMMISSIONERS
ACTING AS THE GOVERNING BODY OF
THE NORTH CLACKAMAS PARKS AND
RECREATION DISTRICT REGARDING
ADOPTION OF A SUPPLEMENTAL
BUDGET FOR ITEMS LESS THAN 10
PERCENT OF THE TOTAL QUALIFYING
EXPENDITURES AND MAKING
APPROPRIATIONS FOR THE NORTH
CLACKAMAS PARKS & RECREATION
DISTRICT FOR FISCAL YEAR 2014-15



Resolution No. _____

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

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

- .North Clackamas Parks & Recreation District - General Fund
- .North Clackamas Parks & Recreation District – Capital Projects Fund

It further appearing that it is in the best interest of the District to approve this appropriation of beginning fund balance for the period of July 1, 2014 through June 30, 2015.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, to appropriate beginning fund balance is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 11th day of December, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
 Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
 December 11, 2014

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - GENERAL FUND

Increase Beginning Fund Balance:	
Administration Division	\$ 578,909
Total	<u>\$ 578,909</u>
 Increase Expenditures:	
Parks Maintenance Division	\$ 115,218
Recreation Division	\$ 33,832
Sports Division	\$ 75,851
Milwaukie Center Division	\$ 55,861
Aquatic Park Division	\$ 137,469
Community Relations Division	\$ 22,174
Planning Division	\$ 33,764
Natural Resources Division	\$ 31,590
Contingency	<u>\$ 73,150</u>
Total	<u>\$ 578,909</u>

The General Fund is recognizing additional fund balance in the amount of \$578,909 and recognizing additional expenditures in the Park Maintenance, Recreation, Sports, Milwaukie Center, Aquatic Park, Marketing and Communications, Planning, and Natural Resources Division categories related to the accrual of payroll for financial statement purposes in the amount of \$505,759 and in the Contingency category in the amount of \$73,150.

NORTH CLACKAMAS PARKS & RECREATION DISTRICT - CAPITAL PROJECTS FUND

Increase Beginning Fund Balance:	<u>\$ 76,052</u>
 Increase Expenditure:	
Capital Outlay	<u>\$ 76,052</u>
Total	<u>\$ 76,052</u>

The Capital Projects Fund is recognizing additional fund balance in the amount of \$76,052 and recognizing additional expenditures in the Capital Outlay category in the amount of \$76,052.



December 11, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for the Library Service District for a Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2014-2015

Purpose/Outcome	Approval of a resolution for a supplemental Budget less than ten percent for the Library Service District FY 2014-2015
Dollar Amount and fiscal Impact	Recognizing additional fund balance and increasing appropriations in the amount of \$436,453.
Funding Source	Library Service District Fund
Safety Impact	N/A
Duration	July 1, 2014 through June 30, 2015
Previous Board Action/Review	Original Adopted Budget June 26, 2014
Contact Person	Laura Zentner, BCS Deputy Director 503.742.4351
Contract No.	N/A

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471. The required meeting notice has been posted.


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

The **Library Service District Fund** - is recognizing additional beginning fund balance in the amount of \$436,453 and recognizing additional expenditures in the Special Payments Category (Payments to Local Governments and Other Special Payments) in the amount of \$436,453.

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

BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ACTING AS THE GOVERNING BODY OF THE CLACKAMAS COUNTY LIBRARY SERVICE DISTRICT REGARDING ADOPTION OF A SUPPLEMENTAL BUDGET FOR ITEMS LESS THAN 10 PERCENT OF THE TOTAL QUALIFYING EXPENDITURES AND MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2014-15



Resolution No. _____

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

WHEREAS, a supplemental budget for the period of July 1, 2014 through June 30, 2015, inclusive is necessary to authorize the expenditure of funds, for the needs of District residents;

WHEREAS; the funds being adjusted are:

Clackamas County Library Service District Fund

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the appropriation of additional beginning fund balance is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 11th day of December, 2014

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
December 11, 2014

LIBRARY SERVICE DISTRICT FUND

Increase Revenues:	
Beginning Fund Balance	\$ 436,453
Total	<u>\$ 436,453</u>
 Increase Expenditures:	
Special Payments	\$ 436,453
Total	<u>\$ 436,453</u>

The Library Service District Fund is recognizing additional beginning fund balance in the amount of \$436,453 and recognizing additional expenditures in the Special Payments category (Payments to Local Governments & Other Special Payments) in the amount of \$436,453.



December 11, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Agreement to Furnish Engineering Services between Clackamas County Service District No.1 and Herrera Environmental Consultants, Inc. for the Carli Creek Water Quality and Habitat Enhancement Design Project

Purpose/Outcomes	This agreement provides services for the Carli Creek Water Quality and Habitat Enhancement Design Project related to design of a new regional stormwater quality facility and habitat improvements in the lower reach of the existing Carli Creek channel.
Dollar Amount and Fiscal Impact	The total contract amount not to exceed \$358,000.
Funding Source	CCSD#1 Surface Water Capital budget – no County General Funds are involved.
Safety Impact	None
Duration	CCSD#1 anticipates completing the final design documents and permitting during the summer of 2015 such that construction of the restoration project can be completed during summer of 2016.
Previous Board Action	The purchase of the Carli property was approved by the Board of County Commissioners on Jan. 5, 2012 – 010512-VI.1. Contract with Greenworks to complete preliminary design was approved by the Board of County Commissioners on March 14, 2013 – 031413-VI.1.
Contact Person	Leah Johanson, Senior Civil Engineer – Water Environment Services – 503-742-4620
Contract No.	N/A

BACKGROUND

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

The Carli Creek Water Quality and Habitat Enhancement Project was initiated by Clackamas County Water Environment Services (WES) in 2012 to determine the preliminary hydraulics and hydrology, site

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

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

Staff originally budgeted \$2.8 million for this effort including land purchase, design and construction. CCSD#1 has spent \$655,000 to date for land purchase and preliminary design and expects to spend an additional \$2.0 million on this project.

On behalf of CCSD#1, WES staff solicited consultant proposals to provide professional services to complete the design of this project. Three proposals were received from Greenworks P.C., Parametrix, and Herrera. After review, the committee selected Herrera to complete the effort. Herrera has provided WES with a scope of work and budget of \$358,000 to complete final design of the project.

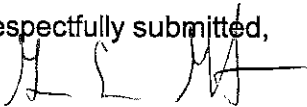
CCSD#1 requests the approval of the agreement to furnish engineering services with Herrera in the amount of \$358,000. Funds for the project are identified in the Districts' approved FY2014-15 surface water management capital budget to cover this agreement. There is no impact to the County General Fund. This agreement is effective upon acceptance by all parties and will terminate upon completion of the project. This contract is in the format approved by County Counsel.

RECOMMENDATION

Staff recommends the Board:

1. The Board of County Commissioners, acting as the governing body of the Clackamas County Service District #1, approve the Agreement to Furnish Engineering Services to the District for the Carli Creek Water Quality and Habitat Enhancement Design; and
2. Authorize the interim director of Water Environment Services to execute the agreement between Clackamas County Service District No. 1 and Herrera Environmental Consultants, Inc. without further board action.

Respectfully submitted,



Gregory L. Geist
Interim Director

**AGREEMENT TO FURNISH ENGINEERING SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR THE
CARLI CREEK WATER QUALITY AND HABITAT AND ENHANCEMENT PROJECT**

THIS AGREEMENT to furnish Engineering Services (this "Agreement"), made and entered into on this ____ day of _____ in the year 2014 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed under ORS 451 (the "District") and Herrera Environmental Consultants, Inc. a Washington Corporation (the "Engineer").

WITNESSETH: That whereas the District intends to engage the Engineer to perform the professional services described in the Request for Qualifications, the Proposal Response and Exhibit A ("Services"), on the schedule set forth on Exhibit B ("Schedule"), each as attached hereto and incorporated by reference, hereinafter called the "Project."

RECITALS

The District has identified the need for engineering consulting services to assist the District in design of the regional water quality facility and habitat improvements for the Carli Creek Water Quality and Enhancement Project. Engineer will conduct technical evaluations and field investigations; design a permanent diversion of an existing storm drainage pipeline; develop a stormwater facility and habitat restoration design; and provide final design, permitting, and construction support services. The detailed scope of services included in this effort is described in Exhibit A.

NOW, THEREFORE, the District and the Engineer for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE ENGINEER

The Engineer agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project. Without limiting the foregoing, the Services generally shall consist of engineering and consulting services to assist the District with the development of final design for the Carli Creek Water Quality and Enhancement Project.

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A, the District will:

- 2.1 Provide adequate information to the Engineer regarding the District's requirements for the Project.

- 2.2 Assist the Engineer by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Engineer to enter upon public and private property as required for the Engineer to perform services under this Agreement.
- 2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.
- 2.5 Furnish to the Engineer, prior to the Engineer's preparation of the work product, a copy of any design and construction standards the District shall require the Engineer to follow in the preparation of the work product.
- 2.6 Advertise for proposals from bidders, open the sealed proposals at the appointed time and place and pay for all costs incidental thereto.
- 2.7 Obtain approvals and permits from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for Engineer to perform the work contemplated hereunder).
- 2.8 Give prompt notice to the Engineer whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

ARTICLE 3 – ENGINEER’S RESPONSIBILITIES

3.1 The Engineer agrees to complete the project tasks described in Project. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Engineer's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer’s profession.

3.2.2 Engineer shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. Engineer shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.

3.2.3 Engineer and District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall

not be the basis for any modifications to Engineer's scope of services, times of performance, or compensation.

3.3 Quality Assurance

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Engineer within a reasonable time. The Engineer shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: __, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on the comment form provided by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Engineer regarding their refusal to accept a comment, the District may stop any further review and return the document to the Engineer marked as incomplete. The Engineer shall correct the documents to District's satisfaction and then declare the documents complete. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Engineer agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Engineer's cost and will be back-charged at the on an hourly basis at the average billing rate of the Engineer's work under this Agreement.

3.4 Changes

In the normal course of administering the work under this Agreement, the District may give directives to the Engineer, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Engineer believes is a change in scope or schedule, the Engineer shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Agreement amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.24 hereof.

3.5 Engineer's Project Manager

The Engineer shall assign the following key personnel to do the work in the capacities and amounts designated below. The following is a list of key personnel and the projected average level of effort they are available to spend on the Project as a percentage of each 40 hour work

week during of this Agreement.

Person/Firm	Position	Estimated Effort
Mary Larkin/ Herrera	Project Manager; Stormwater Design Lead	40%
Mark Ewbank/ Herrera	PIC	10%
Abbey Rhode/ Herrera	Stream Restoration Design Lead	40%
Kristen Matsumura/ Herrera	Modeling Lead	30%
Kate Forester/Herrera	Vegetation/Landscape Architecture Lead	30%
Brian Busiek/ Herrera	Site Investigation/Data Collection Lead	40%
Kristina Gifford/ Herrera	Permitting Lead	20%
Andre Mare/ Geotechnics	Geotechnical Engineer	80% (during field investigation period); 20% during remainder of the project
Charlie Porter/ Whiteshield	Surveyor	80% (during survey period); 10% during remainder of the project

The Engineer shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION

- 4.1 Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Engineer shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.5, shall have authority to give such authorizations.
- 4.2 This Agreement shall be effective as of the Engineer's receipt of the written authorization to proceed and shall be completed as set forth in the attached Exhibit B, as amended (the "Schedule").
- 4.3 As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Engineer shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general Schedule set forth on Exhibit B. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having

jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

4.4 Progress Schedule Submittal

The updates shall indicate the actual start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress on the data date. Estimates of percent complete will not be an acceptable substitute for a remaining duration figure. All work remaining to be completed shall be scheduled after the Schedule's progress data date.

4.5 District's Project Manager

The District's Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Leah Johanson.

ARTICLE 5 - PAYMENTS TO ENGINEER

In accordance with the terms and conditions of this Agreement, the District shall compensate the Engineer as follows:

5.1 Compensation

- 5.1.1 The District agrees to pay the Engineer an amount not to exceed Three Hundred Fifty Eight Thousand and 00/100 Dollars (\$358,000.00) (the "Maximum Amount"). Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.
- 5.1.2 The Engineer is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.
- 5.1.3 The District may withhold from payments due the Engineer such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Engineer, the failure of the Engineer to perform as required under this Agreement, or claims filed against the Engineer or the District relating to the Engineer's services or work under this Agreement.

5.2 Billing and Payment Procedure

- 5.2.1 The Engineer will provide monthly percentage complete invoices to the District for work performed during the preceding month. The percentage complete invoices will be accompanied with, a summary cost break down and supported by, a monthly progress report tied to the milestones indicated in the Schedule. The Engineer shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Engineer within thirty (30) days of the District's receipt of the Engineer's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Engineer's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The District and the Engineer, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The District, on thirty (30) days' prior written notice to the Engineer, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the District or the Engineer 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 to the other party written notice of the breach and of the party's intent to terminate. If the 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 a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Engineer for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Engineer due to a breach by the District, then the District shall pay the Engineer as provided in Paragraph 6.2.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Engineer, then the District shall pay the Engineer as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the Engineer's work product will become

and remain property of the District.

6.3 Remedies

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the District due to a breach by the Engineer, then the District may complete the work either itself, or by agreement with another Engineer, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof then the Engineer shall pay to the District the amount of the excess.
- 6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Engineer shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the District, then the Engineer's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

6.4.1 The Consultant agrees to indemnify, hold harmless and defend the District, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees or agents.

6.4.2 The Engineer agrees to furnish the District 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 District, 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 this Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.3 If the Engineer has the assistance of other persons in the performance of this contract, and the Engineer is a subject employer, the Engineer agrees to qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656. The Engineer shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

6.4.4 If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of thirty-six (36) months or the maximum time period the Engineer'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 this contract.

6.4.5 The Engineer agrees to furnish the District 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 District, its officers, commissioners, 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 Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.6 If the services to be provided pursuant to the Proposal Response are professional and/or consultative, Engineer shall furnish the District 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 personal injury and property damage and malpractice or error and omission coverage for the protection of the District, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the performance of the Engineer or the Engineer's agents or employees under this Agreement. The District, at its option, may require a complete copy of the above policy.

6.4.7 The insurance, other than the Professional Liability and Workers' Compensation insurance, shall include the District as an scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the District as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the DISTRICT 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 District under this insurance. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

6.4.8 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 Engineer under this Agreement, unless this requirement is expressly modified or waived by the District in writing.

6.5 Oregon Law and Forum

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

6.5.2 Any litigation between the District and the Engineer arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

6.6 Workers' Compensation Coverage Requirements

The Engineer is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any Workers' Compensation coverage under this Agreement. If the Engineer hires subconsultants for the performance of this Agreement, the Engineer agrees to require that the subconsultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Engineer.

- 6.6.1 The Engineer will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the Engineer to any benefits generally granted to District, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this Agreement to the Engineer are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Engineer is presently a member of the Public Employees Retirement System).

6.7 Subcontracts

The Engineer shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Engineer shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Engineer as specified in this Agreement. Notwithstanding District approval of a subcontractor, the Engineer shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Engineer hereunder. The Engineer agrees that if subcontractors are employed in the performance of this Agreement, the Engineer and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The Engineer shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. District may assign this Agreement at any time and shall provide Engineer with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the District: Clackamas County Service District No. 1
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Leah Johanson

Copy to: County Counsel
c/o Water Environment Services
150 Beavercreek Road
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the Engineer: _____

6.10 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.

6.11 Integration

This Agreement contains the entire agreement between the District and the Engineer and supersedes all prior written or oral discussions or agreements.

6.12 Funds

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Years 2014 and 2015. The funds needed for the balance of the Agreement are subject to appropriate by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the District may immediately terminate this Agreement by giving written notice of termination to the Engineer. The Engineer shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a Project provided for herein are to be prepared by the Engineer through exercise of experience and judgment in applying currently available cost data. It is recognized that the Engineer has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so Engineer cannot warrant that Project construction costs will not vary from cost estimates. However, the Engineer will keep the District apprised of changes throughout the Project that significantly impact the estimated construction costs provided.

6.14 Ownership of Documents

- 6.14.1 All work the Engineer performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Engineer produces in connection with this Agreement. On completion or termination of the Agreement the Engineer shall promptly deliver these materials to the Project Manager.
- 6.14.2 The Engineer may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.
- 6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.
- 6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Engineer's knowledge and approval.

6.15 Commencement of Work

The Engineer agrees that work being done pursuant to this Agreement will not be commenced until after:

- 6.15.1 All Insurance is obtained, as specified in Paragraph 6.4 and 6.6.
- 6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.
- 6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the Project shall be released by the Engineer for publication, advertising, communication with the media, or for any other purpose, without prior written

approval of the District.

6.17 Maintenance of Records

The Engineer shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Engineer regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

- 6.18.1 The District, either directly or through a designated representative, may audit the records of the Engineer at any time during the three (3) year period established by Paragraph 6.17.
- 6.18.2 If an audit discloses that payments to the Engineer were in excess of the amount to which the Engineer was entitled, then the Engineer shall immediately repay the amount of the excess to the District.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

- 6.19.1 The Engineer agrees that he or she shall:
 - 6.19.1.1 Make payments promptly, as due, to all persons supplying to Engineer labor or materials for the performance of work contemplated by this Agreement.
 - 6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
 - 6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
 - 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- 6.19.2 If the Engineer fails, neglects or refuses to make prompt payment of any claim for

labor or services furnished to the Engineer by any person in connection with this Agreement, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Engineer by reason of this Agreement. Further, the Engineer or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Engineer by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Engineer, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

- 6.19.3 No person shall be employed for more than eight (8) 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(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The Engineer shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Engineer, of all sums which the Engineer agrees to pay for such services and all moneys and sums which the Engineer collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The Engineer and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The Engineer shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the Engineer agrees as follows:

- 6.20.1 The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Engineer agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.20.2 The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.
- 6.20.3 The Engineer will send to each labor union or representative of workers with which Engineer has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Engineer's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.22 Headings

The headings used in this Agreement are for general reference only and are not part of the Agreement language. This Agreement should be construed without giving any meaning to any headings included herein.

6.23 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, District shall select one arbitrator and Engineer shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.24 Amendments

The District and the Engineer may amend this Agreement at any time only by written amendment executed by the District and the Engineer. Any amendment that increases the amount of compensation payable to the Engineer in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

6.25 Waiver

The District and the Engineer 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.

6.26 Time is of the essence of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

ENGINEER:

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

Herrera Environmental Consultants, Inc.

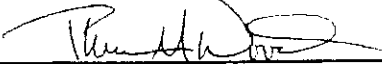
Company
2200 Sixth Avenue, Suite 1100

Greg Geist, Interim Director

Address
Seattle, WA 98121

Date

City, State, Zip Code


Authorized Signature

Theresa M. Wood, Vice President

Title
911329346

Federal Tax ID Number

Approved as to Form

12/3/14
Date
Corporation, Washington State

County Counsel

Entity Type, State of Formation

519530-82
Oregon Business Registry #

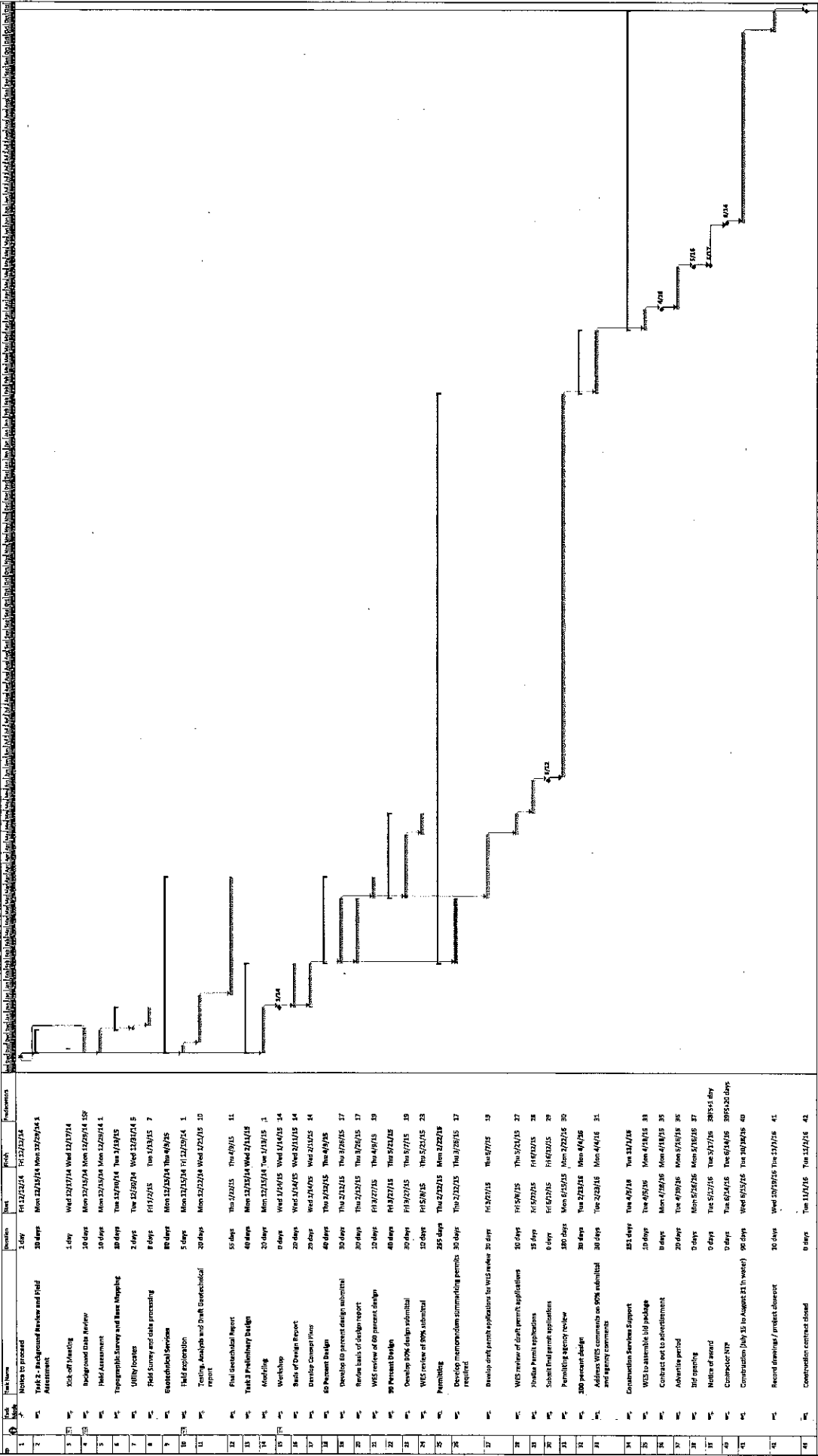
HERRERA ENVIRONMENTAL CONSULTANTS

Cost Estimate for Carli Creek Water Quality and Enhancement Design
Herrera Project No. 14-05930-000

Carli Creek Water Quality and Enhancement Design Number of Tasks - 10	Task 1 Project Management		Task 2 Background Review and Field Assessment		Task 3 Preliminary Design		Task 4 60% Design		Task 5 90% Design		Task 6 100% Design		Task 7 Permitting Assistance		Task 8 Topographic Survey and Base Mapping		Task 9 Geotechnical Services		Task 10 Phase 2 - Bid and Construction Support		TOTAL			
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost	
COST SUMMARY																								
Labor																								
Travel end per diem																								
Subcontractors																								
GRAND TOTAL		\$18,266	\$26,109	\$66,724	\$37,608	\$36,134	\$38,912	\$6,321	\$2,850	\$12,000	\$14,650	\$32,950	\$60,914	\$1,322	\$42,300	\$42,300	\$314,376							
COST ITEMIZATION		\$18,266	\$26,109	\$66,724	\$37,608	\$36,134	\$38,912	\$6,321	\$2,850	\$12,000	\$14,650	\$32,950	\$60,914	\$1,322	\$42,300	\$42,300	\$314,376							
LABOR		\$18,266	\$26,109	\$66,724	\$37,608	\$36,134	\$38,912	\$6,321	\$2,850	\$12,000	\$14,650	\$32,950	\$60,914	\$1,322	\$42,300	\$42,300	\$314,376							
PERSONNEL																								
01 Soillme, Michael	2713.21	0	\$0	\$0	2	\$428	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$2,850	
02 Slaughterbeck, Carl	\$213.20	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
03 Lenth, John	\$195.00	2	\$390	\$1,195	4	\$780	4	\$780	4	\$780	2	\$390	1	\$195	0	\$0	0	\$0	0	\$0	0	\$0	\$780	
04 Ewbank, Mark	\$177.20	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
05 Azeus, Amanda	\$177.20	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
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07 King, Jason	\$156.78	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
08 Burek, Brian	\$156.78	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
09 Larkin, Mary	\$156.78	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
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12 Wall, Susan	\$107.24	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
13 Feller, Meghan	\$114.18	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
14 Foster, Kale	\$104.41	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
15 Rhoads, Abbey	\$95.63	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
16 Matsumura, Kirsten	\$69.77	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
17 Mungler, Julia	\$62.32	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
18 Schmidt, Jennifer	\$124.37	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
19 Hulma, Richmond	\$109.80	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
20 Spawano, Regina	\$82.10	24	\$2,210	\$9,705	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
21 Johnson, Reanne	\$85.52	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
22 Rodriguez, Shantae	\$85.52	0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
SUBTOTAL LABOR (Burdens Labor)		128	\$18,266	\$26,109	330	\$37,608	316	\$36,134	318	\$316,912	67	\$4,321	128	\$7,168	23	\$2,850	12	\$1,750	676	\$60,914	2,897	\$314,376		
TRAVEL																								
Auto Use		1.44	\$90.64	\$181.28	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	1.44	\$90.64	\$1,322	
SUBTOTAL TRAVEL AND PER DIEM			\$90.64	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$181.28	\$1,322	
SUBCONSULTANT COSTS																								
Whiteshell		0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	
Geotechnical		0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	
SUBTOTAL SUBCONSULTANT			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Carl Creek Water Quality and Enhancement Design Project

Est. Schedule - November 17, 2018



Task ID	Task Name	Start	Finish	Predecessors
1	Work to proceed	1/12/14	1/13/14	
2	Task 2 - Background Review and Field Assessment	1/13/14	2/12/14	
3	Site-off Meeting	Wed 12/17/14	Wed 12/17/14	2
4	Background Data Review	Mon 12/15/14	Mon 12/29/14	2
5	Field Assessment	Mon 12/15/14	Mon 12/29/14	2
6	Topographic Survey and Base Mapping	Tue 12/16/14	Tue 12/16/14	2
7	Utility Locates	Wed 12/23/14	Wed 12/23/14	2
8	Field survey and data processing	Tue 1/13/15	Tue 1/13/15	2
9	Geotechnical Services	Mon 12/15/14	Thu 1/8/15	2
10	Testing, Analysis and Draft Geotechnical report	Mon 12/15/14	Wed 1/21/15	2
11	Final Geotechnical Report	Thu 1/22/15	Thu 1/22/15	10
12	Task 3 Preliminary Design	Mon 12/15/14	Wed 1/21/15	10
13	Modeling	Mon 12/15/14	Tue 1/13/15	12
14	Workshop	Wed 1/14/15	Wed 1/14/15	12
15	Basis of Design Report	Wed 1/14/15	Wed 1/14/15	12
16	Develop Concept Plans	Wed 1/14/15	Wed 1/14/15	12
17	60 Percent Design	Thu 1/22/15	Thu 1/22/15	12
18	Develop 60 percent design submittal	Thu 1/22/15	Thu 1/22/15	12
19	Review basis of design report	Thu 1/22/15	Thu 1/22/15	12
20	WES review of 60 percent design	Thu 1/22/15	Thu 1/22/15	12
21	90 Percent Design	Mon 1/26/15	Tue 2/2/15	12
22	Develop 90% design submittal	Mon 1/26/15	Tue 2/2/15	12
23	WES review of 90% submittal	Mon 1/26/15	Tue 2/2/15	12
24	Permitting	Mon 2/2/15	Mon 2/2/15	12
25	Develop memorandum summarizing permits required	Thu 2/26/15	Thu 2/26/15	12
26	Develop draft permit applications for WES review	Thu 2/26/15	Thu 2/26/15	12
27	WES review of draft permit applications	Thu 2/26/15	Thu 2/26/15	12
28	Prepare Permit applications	Thu 2/26/15	Thu 2/26/15	12
29	Submit final permit applications	Thu 2/26/15	Thu 2/26/15	12
30	Permitting agency review	Mon 6/15/15	Mon 12/21/15	12
31	100 percent design	Tue 2/23/15	Mon 4/6/15	12
32	Address WES comments on 90% submittal and agency comments	Tue 2/23/15	Mon 4/6/15	12
33	Construction Services Support	Thu 4/7/15	Tue 12/1/15	12
34	WES to assemble bid package	Tue 4/7/15	Mon 4/13/15	33
35	Contract let to advertisement	Mon 4/13/15	Mon 4/13/15	33
36	Advertise period	Tue 4/13/15	Mon 5/18/15	33
37	Bid opening	Mon 5/18/15	Mon 5/18/15	33
38	Notice of award	Tue 5/19/15	Mon 5/18/15	37
39	Construction	Tue 6/16/15	Tue 8/18/15	37
40	Record drawings / project closeout	Wed 10/7/15	Tue 12/1/15	41
41	Construction contract closed	Thu 1/1/16	Tue 12/1/15	41



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory L. Geist
Interim Director

December 11, 2014

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Settlement Agreement and Mutual Release of All Claims between Clackamas County Service District No. 1 and Fred Meyer Stores, Inc for
Reimbursement of Wastewater Service Overbilling

Purpose/Outcomes	Approval of a Settlement Agreement & Mutual Release of All Claims negotiated with Fred Meyer Stores, Inc.
Dollar Amount and Fiscal Impact	The total amount agreed to for reimbursement of the overbilling is one payment of \$145,000.
Funding Source	CCSD #1 FY14-15 Budget – no County General Funds are involved.
Safety Impact	None
Duration	The payment will be made in full upon execution of the agreement.
Previous Board Action/Review	In a July 9, 2013 Executive Session, the Board was notified of the large customer overbillings that had occurred. In a February 18, 2014 Executive Session, the Board was notified of ongoing negotiations with Fred Meyer Stores, Inc.
Contact Person	Curtis Barton, Source Control Coordinator – Water Environment Services - 503-742-4615

BACKGROUND:

At a July 9, 2013 Executive Session, the Board was notified of an overbilling situation at WES that involved some large District wastewater customers, including Fred Meyer Stores, Inc. In a follow-up February 18, 2014 Executive Session, the Board was informed that the District had disclosed the overbilling to Fred Meyer, who together with the District were engaged in negotiations to remedy the overbilling. The Board at that time directed the District to proceed with negotiations with the intent of reaching a settlement agreed to by both parties. The proposed settlement that has been reached, referred to as Exhibit A, is reimbursement equal to the last three years of the overbilling with one payment of \$145,000.

RECOMMENDATION:

Staff recommends the Board:

1. The Board of County Commissioners acting as the governing body of Clackamas County Service District No. 1 (the "District") approve the Settlement Agreement & Mutual Release of All Claims between the District and Fred Meyer Stores, Inc. for one payment of \$145,000; and
2. Authorize the interim Director of Water Environment Services to execute the Agreement without further Board action.

Respectfully submitted,



Gregory L. Geist
Interim Director

**SETTLEMENT AGREEMENT &
MUTUAL RELEASE OF ALL CLAIMS**

1. PARTIES

This Settlement Agreement & Mutual Release of All Claims (the "Agreement") is made and entered into by Fred Meyer Stores, Inc., an Ohio corporation ("Customer") and Clackamas County Service District No. 1, a county service district organized under ORS 451 ("CCSD#1" and, together with Customer, the "Parties").

2. FACTS

CCSD#1 is the wastewater treatment provider for Customer, who is a commercial enterprise that generates high-strength industrial waste that is discharged into CCSD#1's system. CCSD#1 had two accounts for Customer, one as a high-strength industrial waste contributor with billing based on a discharge meter and a separate account as a low-strength general commercial business, which is based on an incoming meter. The incoming meter represented a greater amount than the actual contribution into the wastewater system, as measured by the discharge meter, and resulted in the Customer being overbilled, specifically CCSD#1 account number 03-05312-01 for meter #51363000, which was closed July 2013 (the "Claim"). CCSD#1 contacted Customer and disclosed the error and seeks to remedy the overcharging by paying the Settlement Amount (defined below) for payment in full.

3. SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

In consideration of the mutual covenants and conditions contained herein and in consideration for the Settlement Amount set forth below, each of the Parties hereby agree to mutually release the other Party and such Party's agents, employees, members, elected officials, successors, agents, assigns, affiliates, insurers, attorneys, trustees, heirs and executors of and from any and all liability and past, present or future claims, demands, claims for relief or causes of action whatsoever which the Parties may have or may have or had against each other, whether known or unknown, suspected or unsuspected, liquidated or unliquidated, including all expenses, costs and attorney fees for damages of every kind or nature arising out of or related to the Claim or which could have been raised pursuant to the Claim.

4. PAYMENT OF SETTLEMENT CONSIDERATION

Within 30 days of full execution of this Agreement, CCSD#1 shall pay Customer the settlement amount of One Hundred Forty Five Thousand and No/100 Dollars (\$145,000.00). The payment of \$145,000 (the "Settlement Amount") is and shall be considered full and final payment of the Claim.

5. GENERAL ARGREEMENT

The Parties further agree on this resolution of claims as follows:

A. **Facts.** The Parties herein incorporate herein by this reference the recitals listed above and affirm the truth of the same.

B. **Legal Counsel.** The Parties each acknowledge that they have had the opportunity to consult with legal counsel regarding the terms of this Agreement. The Parties acknowledge the form of this Agreement as a result of negotiation and cooperative drafting. As such, this Agreement shall not be strictly construed against any particular party.

C. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital. The terms of this Agreement shall be binding upon heirs, representatives, successors and assigns of each of the Parties hereto.

D. **Counterpart Originals.** This Agreement may be signed in one or more counterparts.

* * * * *

We, the undersigned, have read the foregoing Agreement carefully, we fully understand its contents, and we fully understand that no other consideration or payment of any kind other than the aforesaid amounts will be made, and that there is no other agreement, promise or inducement of any kind for this Agreement other than what is herein expressed. The undersigned further agree that this Agreement is intended by them to be a complete and final agreement to settle all claims relating to the aforementioned Claim.

We, the undersigned, hereby execute the Agreement as our free and voluntary act and deed.

Date: 11/25/14

Matt Hill
Fred Meyer Stores, Inc.

Date: _____

Clackamas County Service District No. 1