

DRAFT

Approval of Previous Business Meeting Minutes:

August 1, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at <https://www.clackamas.us/meetings/bcc/business>

Thursday, August 1, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard. Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Sonya Fischer

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Proclaiming Clackamas County to be a Purple Heart County and Recognize August 7th as Purple Heart Day

Commissioner Ken Humberston read the Proclamation.

MOTION:

Commissioner Humberston: I move we Proclaim Clackamas County to be a Purple Heart County and Recognize Aug. 7th as Purple Heart Day.
Commissioner Fischer: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.
The Board invited all Veterans up for a photo.

II. CITIZEN COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

1. Jeanie Robinson, Damascus – spoke in Support of Damascus as a City.
2. Bill Wehr, Damascus - spoke in support of Damascus as a City.
3. James DeYoung, Damascus - spoke in support of Damascus as a City.

~Board Discussion~ regarding Damascus.

4. Brainard Brauer, Oregon City – spoke in support of licensing tobacco.

III. BOARD DISCUSSION ITEM

Health, Housing & Human Services

1. **Resolution No. 2019-80** Declaring a State of Emergency and Emergency Measures to Address Housing Crisis

Richard Swift, H3S Director presented the staff report.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

MOTION:

Commissioner Humberston: I move we approve the Resolution declaring a State of Emergency and Emergency Measures to Address the Housing Crisis.
Commissioner Fischer: Second.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

all those in favor/opposed:

Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

IV. CONSENT AGENDA

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

MOTION:

Commissioner Fischer: I move we approve the consent agenda.
Commissioner Schrader: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of an Application to US Department of Housing and Urban Development, Continuum of Care Program (CoC) Annual Renewal of Funds – *Community Development*
2. Approval of an Intergovernmental Subrecipient Agreement, Amendment No. 3 with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
3. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Choice Model Services – *Behavioral Health*

B Elected Officials

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

C. Community Corrections

1. Approval to Apply for a Grant between Criminal Justice Commission, Justice Reinvestment and Clackamas County to Continue the Pretrial Program

D. Business & Community Services

1. Approval of Continued Participation in the Oregon Digital Library Consortium (ODLC) and Purchase of eBooks and eAudiobooks from OverDrive, LLC - *Procurement*
2. Approval of Purchases from Bibliotheca, LLC for eBooks and eAudiobooks in Apple and Android Format - *Procurement*

E. Tourism & Cultural Affairs

1. Approval of a Contract with Lawrence PR, Inc. to Provide Public Relations Services for Deskside Tours and Media Assistance - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

<https://www.clackamas.us/meetings/bcc/business>

VI. COMMISSIONERS COMMUNICATION

<https://www.clackamas.us/meetings/bcc/business>

MEETING ADJOURNED – 11:28 AM



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 19, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract Renewal with the US Department of the Army Corp of Engineers
and Clackamas County Sheriff's Office for Use of Property Located near Willamette Falls Locks

Purpose/Outcome	Approval of Contract and Renewal with Department of the Army through April 14, 2025.
Dollar Amount and Fiscal Impact	\$0
Funding Source	none
Duration	April 15, 2005 – April 14, 2025, twenty years
Previous Board Action/Review	None.
Strategic Plan Alignment	Furtheres the County's focus on keeping our residents safe, healthy and secure
Counsel Review	This agreement has been reviewed and approved by County Counsel on 7/11/19
Contact Person	Nancy Artmann, Sheriff's Office Finance Manager (503) 785-5012
Contract No.	DACW57-3-18-0037

BACKGROUND:

This contract will grant the use of U.S. Government property located on the Willamette River at Willamette Falls Lock, Clackamas County, Oregon for the Clackamas County Sheriff's Office Marine Unit to moor a boathouse.

RECOMMENDATION:

Sheriff's Office respectfully requests that the Board of County Commissioners approval this contract renewal with Department of Army Corp of Engineers, sign the attached certificate of authority and authorize the County Sheriff to sign the Department of the Army License/Contract on behalf of the County.

Respectfully submitted,

Craig Roberts
Sheriff

"Working Together to Make a Difference"

**DEPARTMENT OF THE ARMY LICENSE
WILLAMETTE RIVER AT WILLAMETTE FALLS
CLACKAMAS COUNTY, OREGON**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this license will not be against the public interest, hereby grants to **CLACKAMAS COUNTY SHERIFFS OFFICE** hereinafter referred to as the grantee, a license for mooring a boathouse over, across, in and upon lands of the United States, as identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of **Twenty (20) years**, beginning **April 15, 2005** and ending **April 14, 2025**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to Clackamas County Sheriff Office , 2223 Kaen Road, Oregon City, OR 97045 and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Portland District, PO Box 2946, Portland, Oregon 97208-2946, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupancy of the premises shall be subject to the general supervision and approval of the District Engineer, Portland District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the grantee, and this license, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage

that may be caused to the property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

12. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this license, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

13. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days' notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date,

the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

14. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

15. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

16. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

17. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities,

losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

18. EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

19. SPECIAL CONDITIONS

That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and this license does not relieve the grantee from the necessity of obtaining the permission from the owners of Portland General Electric and owner of the West Linn Paper Mill property to cross their property to access the site.

20. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

{Remainder of Page Intentionally Left Blank}

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of Army, this _____ day of _____, 2019.

AMANDA J. DETHMAN
District Chief of Real Estate
Real Estate Contracting Officer

THIS LICENSE is also executed by the grantee this _____ day of _____, 2019.

CRAIG ROBERTS
Sheriff
Clackamas County, Oregon



CERTIFICATE OF AUTHORITY

I _____ certify that I am the _____ of
(name) (title)
Clackamas County, Oregon, that **Craig Roberts** who signed the foregoing instrument
on behalf of the grantee was then **Sheriff of Clackamas County, Oregon**. I further
certify that the said officer was acting within the scope of powers delegated to this
officer by the governing body of the grantee in executing said instrument.

Clackamas County Oregon

Date: _____

Clerk or Appropriate Official





DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, PORTLAND DISTRICT
PO BOX 2946
PORTLAND OR 97208-2946

JAN 02 2019

Real Estate Division

COPY

Clackamas County Sheriff's Office

Attn: Sheriff Craig Roberts

~~9401 SE Sunnybrook Blvd.~~ 2223 KAEN ROAD
~~Clackamas, Oregon 97105~~ OREGON CITY, OR. 971045
AB

Dear Sheriff Roberts,

Enclosed for signature are two copies of proposed Department of the Army License No. DACW57-3-18-0037, granting use of U.S. Government property located at the Willamette River at Willamette Falls Lock, Clackamas County, Oregon. This document will replace expired License No. DACW57-3-00-0016 which expired on April 14, 2005.

Please review, sign, and return the enclosed documents to the United States Army Corps of Engineers, Portland District, ATTN: Real Estate Division, P.O. Box 2946, Portland, OR 97208-2946. Once the agreements are accepted on behalf of the Department of the Army a fully executed copy will be returned for your records. Please ensure that the person attesting to the certificate of authority is different than the person signing the License.

If you have any questions or require further assistance, please contact Realty Specialist Jereme Degarlais of my staff at 541-684-4326 or by email at jereme.r.degarlais@usace.army.mil.

Sincerely,

Amanda J. Dethman
District Chief of Real Estate
Real Estate Contracting Officer

Enclosures