



# AGENDA

**Thursday, February 23, 2012 - 10:00 AM**  
**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-15

**I. CALL TO ORDER**

- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

**II. PUBLIC HEARING** *(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. Request for an Exemption and Authorization to Use the Request for Proposals Method to Obtain Construction Manager/General Contractor Services for the Clackamas County Courthouse Renovation Project (Lane Miller, Purchasing Manager)

**III. DISCUSSION ITEM** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item should fill out a blue testimony card may do so when called on by the Chair.)*

**County Administration**

1. Resolution No. \_\_\_\_ Approving the Clackamas Investment Strategies (Dan Chandler, Strategic Policy Administrator)

**IV. 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 hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**V. CONSENT AGENDA** *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in 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**

1. Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon Department of Energy for Weatherization Services - csc

**B. Department of Transportation & Development**

1. Approval of an Intergovernmental Agreement with the City of Molalla to Administer a Building Code Program and to Provide Certain Building, Grading and Mechanical, Plumbing, Electrical and Manufactured Dwellings Inspection and Plan Review Services

**C. Finance Department**

1. Approval to Purchase a New John Deere 135D Excavator, Utilizing the Houston-Galveston Area Council Cooperation Purchasing Program

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of an Intergovernmental Agreement between Clackamas County Sheriff's Office and North Clackamas School District for a School Resource Officer - CCSO

**E. Business & Community Services**

1. Board Order No. \_\_\_\_\_ Authorizing the Clackamas County Sheriff's Sale of Surplus and Tax Foreclosed Properties

**VI. WATER ENVIRONMENT SERVICES**

1. Approval of an Intergovernmental Agreement between City of Happy Valley and Clackamas County Service District No. 1 for Street Sweeping Services

**VII. 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.**

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



LANE MILLER  
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

February 23, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Request For An Exemption And Authorization To Use The Request For Proposals Method To  
Obtain Construction Manager/General Contractor (CM/GC) Services For The Clackamas  
County  
Courthouse Renovation Project**

In order to use the Request for Proposals method to solicit for Public Improvement projects the Board, acting as the Local Contract Review Board, must approve Findings of Fact that justify the granting of an exemption from competitive bidding requirements.

The Local Contract Review Board Rule C049-0620 and ORS 279C.335 require the following process for exemptions of this nature.

Before final adoption of the findings exempting a contract for a public improvement from the requirement of competitive bidding, a public agency shall hold a public hearing. Notification of the public hearing shall be published in at least one trade newspaper of general statewide circulation a minimum of 14 days prior to the hearing.

The notice shall state that the public hearing is for the purpose of taking comments on the agency's draft findings for an exemption from the competitive bidding requirement. At the time of the notice, copies of the draft findings shall be made available to the public. At the option of the public agency the notice may describe the process by which the findings are finally adopted and may indicate the opportunity for public comment.

At the public hearing the agency shall offer an opportunity for any interested party to appear and present comment.

To meet these requirements these proposed findings are being presented to the Board for the exemption from the competitive bidding requirement.

The Purchasing Manager caused an advertisement to be placed in the Daily Journal of Commerce on **February 9, 2012** notifying interested parties of the proposed findings. The advertisement states that the proposed findings are available at the Office of the Purchasing Manager and that a Public Hearing will be held on **February 23, 2012**. This meeting will be the last opportunity for receiving comments. If no comments are received that result in a revision of the proposed findings the Board of Commissioners may, at its discretion, adopt these proposed findings at the public hearing.

## **PROPOSED FINDINGS:**

### **A. Nature of the Project:**

In 2007 the County began a project to increase the level of security at the County Courthouse. This project expands the footprint of the Courthouse to the northeast and includes three floors connected by a common stairway and elevator. The three floors include a vehicle sallyport on the ground level to accommodate inmate transport to and from the Jail, new holding cells and intake facility on the second level for inmates transported for Court services and a Courtroom on the third level.

Interior renovations include demolition of an existing stairway, renovation of the existing holding rooms to become a Jury Room and renovation of an existing jury room to become Judicial Offices.

Sitework includes the relocation of existing underground PGE service, relocation of County underground telecommunications lines and restoration of the existing Liberty Plaza where it is impacted by the expansion. This scope of work may impact adjacent commercial property owner due to access requirements. These impacts must be minimal and communicated in advance to the County and adjacent property owner.

The proposed design solution groups the changes into 3 phases of work based upon an analysis of the physical location of the improvements and the logical progression of the work based on the fact that the facility must remain fully operational during the construction of the upgrades.

Owing to the critical nature of the Courts operation within the facility, scheduling of noise and vibration generating work, and all work within the existing Courthouse, will occur outside of business hours.

Due to the unique nature of the facility, its operational requirements and the need to seamlessly coordinate the multiple and complex facets of the work the County is proposing to utilize the CM/GC method to obtain construction services to deliver the project.

### **B. Estimated Cost of the Project:**

The current construction budget is estimated to be between 1.8 to 2 million dollars.

### **C. Narrative Description of Anticipated Cost Savings from Exemption to use the Request for Proposals Method to Obtain CM/GC Construction Services:**

Under the traditional design-bid-build method, the design firm must fully complete construction plans and specifications before a single construction contract can be advertised, bid and awarded. Many additional months are required before construction can begin. Alternatively, the County can fast track the construction under several separate construction contracts; however, the County would be separately responsible for each of the contracts.

Public agencies have become increasingly vulnerable to costly claims, delays and litigation when disputes erupt between separate contractors on the same site.

A CM/GC process is an alternative form of procurement that results in a contract with a construction manager/general contractor who undertakes project team involvement with design development; provides constructability reviews; provides value engineering; scheduling; estimating; and subcontracting services; establishes a "Guaranteed Maximum Price" (GMP) to complete the work as may be allowed under the contract; coordinates and manages the building process; provides general contractor expertise; and acts as a member of the project team along with County staff, project architects and engineers, and other consultants.

The GMP is the total maximum price that will be paid by the County for construction of the project. The GMP includes all reimbursable costs and fees for completion of the work as defined by the contract, except for material changes in the scope of work. Therefore, the use of a GMP limits the number and type of change orders that a contractor may seek during the construction of the project.

Important advantages of the CM/GC approach for this project are that the process ensures the proposed project can be constructed within a specific budget and on as rapid a schedule as possible. These factors are of particular importance with regard to the project for several reasons:

1. The CM/GC approach will provide for an accelerated project timeline that will minimize the potential impacts to ongoing operations of the facility as well as the adjacent commercial property owners. The accelerated project delivery will also minimize the impact of inflation on the overall cost of the project.
2. The selection of construction methods and sequencing will benefit significantly by involving a single entity for both management and construction of the site improvements. The CM/GC approach provides the County with many alternative approaches to the project. Therefore, it is less likely that an optimal solution will be overlooked due to time and resource constraints.
3. Project costs may be lower because of the close working relationship between the designer and constructor. This may lead to incorporation of more economical design features and the application of cost-saving construction methods.
4. Project may proceed more efficiently because designers and constructors are members of the same team thereby fostering a cooperative exchange of ideas. This dynamic will allow for design efficiencies to be woven into the construction process and allow for resolution of design issues that arise during construction.
5. The County gains the opportunity to fix the total project cost early in the process cooperatively with the CM/GC team.
6. The County's administrative burden for the project is reduced by conducting one solicitation for the project, as opposed to conducting multiple solicitations for a design/bid/build approach. Having a single source of responsibility for construction of a facility in accordance with a performance-based specification helps ensure the County that the facility will perform as specified.
7. One of the highest potential areas for claims filed by subcontractors, or excessive bid costs involves issues related to perceived schedule difficulties, delays and disruptions in the workflow.

This type of project is especially prone to such problems if not continually and carefully supervised. Construction expertise and considerations for constructability are incorporated into the project because the CM/GC is working closely with the design team and the County. Resolution of construction conflicts or deficiencies is the responsibility of the CM/GC entity, not the County.

**D. Proposed Alternative Contracting and Purchasing Practices:**

1. The County desires to select the CM/GC firm using the following competitive process:
  - a. Publicly advertise a Request for Proposal.
  - b. The contractor will be selected through an evaluation process that will consider Qualifications, construction team experience, both the technical proposal and the fee proposal.

**Evaluation and Selection Criteria:**

1. Firm Background	Points: 0 - 5
2. Firm Experience and Success	Points: 0 - 10
3. Experience with CM/GC and GMP Work	Points: 0 - 10
4. Job Understanding	Points: 0 - 10
5. Administration of Work, Project Scheduling and Coordination	Points: 0 - 15
6. Value Engineering	Points: 0 - 5
7. Firm Workload	Points: 0 - 5
8. Experience of Key Personnel	Points: 0 - 15
9. Management Fee Percentage	Points: 0 - 25

- c. The submitted proposals will be reviewed and scored by the Selection Committee. Points will be awarded based on the relative merit of the information provided in response to the solicitation. Each Committee Member will identify the strongest submission in each category and award that proposer the highest number of points. The County may ask proposers to make oral presentations to discuss and clarify the submitted proposal.
- d. The Selection Committee will provide a recommendation to the Board of Commissioners for their consideration.

## **E. Statutory Tests**

### **1. Background:**

ORS279C.335 requires that the Local Contract Review Board make certain findings as a part of authorizing the use of an Alternative Contracting Method. Clackamas County desires to use a Request for Proposals solicitation method to select a CM/GC contractor for this project. The Clackamas County Request for Proposals approach has been designed to fully comply with the tests of Oregon Public Contracts Statute ORS 279C.335 for alternative contracting methods:

- a. It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and,
- b. The awarding of public improvement contract under the exemption will result in a substantial cost savings to the contracting agency or the public.

### **2. Test:**

#### **a. Maximizing Competition:**

The County will employ a competitive Request for Proposals process for selecting the CM/GC, where the cost of services (along with other factors) is one element of the selection criteria.

Additionally, the CM/GC must publicly advertise at least five (5) days in advance in publications of record and the CM/GC must make a good faith effort to obtain at least three (3) bids for most sub contracts. The CM/GC must award the work of each such subcontract to the responsible bidder submitting the lowest responsive bid.

#### **b. Minimizing Favoritism:**

Impartial selection criteria and a formal selection process will be used to select the CM/GC.

Additionally, the CM/GC must make a good faith effort to obtain at least three competitive bids for each particular work sub-component to be completed, including work components which the CM/GC may be interested in self-performing. The County may allow the CM/GC to perform some of the trade work if the CM/GC competes competitively with trade subcontractors for that work. In such cases, bids will need to be submitted to the County.

When there are single fabricators of materials, special packaging requirements for subcontractor work, or work to be performed by the CMGC, advance approval by the County's representative is required.

c. **Substantial Cost Savings:**

1. **Fast Track Project:** The project will be able to be completed more rapidly thereby minimizing inflationary impact to the County. Fast track process will allow for certain elements of construction to proceed in step with the design process.
2. **Value Engineering:** The CM/GC will work along with the County and Architect recommending cost savings alternatives as the design evolves.
3. **Constructability:** The CM/GC will provide recommendations to the County and Architect to be incorporated into the design for simplifying and reducing the cost of construction.
4. **Document Reviews:** The CM/GC will regularly review construction documents as they evolve, recommending clarifications and corrections which will reduce vulnerability to contractor change orders, disputes and claims during construction.
5. **Labor Impact Issues:** CM/GC involvement during the design and construction will include analysis of the local labor market and recommendations to the County team for the selection of materials and systems least vulnerable to cost premium as the result of labor shortages.
6. **Cost Estimating:** The CM/GC will provide detailed cost estimates at each design milestone, which along with the County's estimates will make it possible for the County to make decisions, fully informed of cost implications, in the selection of the least expensive alternatives.
7. **Reduced Change Order Exposure:** The CM/GC has direct control of the construction at a fixed GMP thereby reducing exposure to change order costs.
8. **Phased Construction:** Phased construction opportunities, which result from the CM/GC method of construction, can result in opportunities for significant cost savings:
  - a. Earlier start of construction reduces the impact of inflation on project funds.
  - b. Early purchase of long-lead items allows for better competitive pricing and lower prices.
  - c. Phased construction results in faster overall construction schedules, thus reducing CM/GC and subcontractor overhead and creating other opportunities for efficiencies.



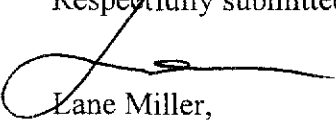
9. **100% Performance Bond:** Requirements for a 100% performance and 100% payment bonds protect the County in the event of contractor default. The CM/GC will be responsible for the performance of the subcontractors during construction.

10. **Guaranteed Maximum Price:** The CM/GC will guarantee the final cost of the project, including change orders within the CM/GC's control protecting the County from cost overruns.

11. **Improved Teamwork:** The CM/GC process provides for improved teamwork between the County, Designer, and Contractor by minimizing adversarial relationships, resulting in savings from disputes and claims.

**RECOMMENDATION:** Staff respectfully recommends that the Board, acting as the Local Contract Review Board, considers the comments received from the public on the proposed findings and direct staff to revise the findings, if necessary. If no revisions are to be made, staff recommends that the Board adopt the findings and grant the requested exemption.

Respectfully submitted,

  
Lane Miller,  
Purchasing Manager

As set forth above, the Board of County Commissioners, acting as the Local Contract Review Board, by their signature below approves the proposed alternative contracting process and the Findings and Exemption from competitive bidding for the Clackamas County Courthouse Renovation Project.

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS by

\_\_\_\_\_  
Charlotte Lehan, Chair

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

\_\_\_\_\_  
Date

Approved as to Form

  
\_\_\_\_\_  
County Counsel

For additional information on this item, please contact Lane Miller at 503-742-5444

Placed on Board Agenda of Feb. 23<sup>rd</sup> 2012 by Purchasing Division.



2

**OFFICE OF THE COUNTY ADMINISTRATOR**

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

February 23, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Resolution**  
**Regarding the Clackamas Investment Strategy**

Last year the Board of County Commissioners began discussions regarding a Clackamas Investment Strategy. A core goal of the County is to be a strong partner to local business in order to support the creation and retention of good jobs. Property owners and members of the business community have come forward with honest and frank feedback on how the County can be a stronger partner. The County has been developing and implementing the following elements:

**1. Regulatory Reform**

- a. A program to assure that, by 2015, Clackamas County will provide the community with a development review process that is the fastest in the region.
- b. A commercial planned development process that provides flexible development standards to allow the private sector to use its creativity and expertise to create the right kind of developments, with early outreach to neighbors and a broad vision of what is achievable.
- c. A formal customer service policy that assures that in interactions with the community, all development review staff work to find ways to “get to yes” and help customers succeed in achieving their goals.

**2. Smart Investments**

- a. A program to assure that investments are coordinated between county departments and with our cities, service districts and state partners so that the public receives the best possible return on its investments.
- b. A program that assures that Clackamas County and our County Service Districts continue to seek out opportunities for long term cost savings by making wise investments now.
- c. Tri City Service District should continue to evaluate the purchase of the Blue Heron site in West Linn, which will likely result in an \$80 million cost savings to ratepayers.
- d. Buy locally when entering into procurement or professional services contracts to the extent allowed by law.

**3. Transportation**

- a. Continue to work to understand the kind of roads, improvements and maintenance that county residents want.
- b. Work to build a broad-based coalition and a high level of agreement about how to fund those improvements.

**4. Natural Resources**

- a. Continue the work of the Agriculture Investment Plan to support our agricultural producers and agri-tourism industries.
- b. Work to support sustainable production from our federal, state and private forests.
- c. Work to capitalize on Clackamas County's world-class tourism potential, and to support our growing recreation and tourism industries.

**Recommendation**

Staff respectfully recommends the Board of Commissioners approve the Resolution regarding the Clackamas Investment Strategy.

Sincerely,



Dan Chandler  
Strategic Policy Administrator

For information on this issue or copies of attachments,  
please contact Dan Chandler at 503-655-8581

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

**Resolution Regarding the  
Clackamas Investment Strategy**



**Resolution No.**

**Page 1 of 2**

WHEREAS, in 2011, the Clackamas County Board of County Commissioners began discussions regarding a Clackamas Investment Strategy; and

WHEREAS, a core goal of the County is to be a strong partner to local business, in order to support the creation and retention of good jobs; and

WHEREAS, property owners and members of the business community have come forward with honest and frank feedback on how the county can be a stronger partner; and

WHEREAS, the County has been developing and implementing a plan to become best in class in facilitating economic development:

**NOW THEREFORE**, be it resolved:

The Board of County Commissioners directs county staff to continue to work to finalize a Clackamas Investment Strategy that contains the following elements:

**1. Regulatory Reform**

- a. A program to assure that, by 2015, Clackamas County will provide the community with a development review process that is the fastest in the region.
- b. A commercial planned development process that provides flexible development standards to allow the private sector to use its creativity and expertise to create the right kind of developments, with early outreach to neighbors and a broad vision of what is achievable.
- c. A formal customer service policy that assures that in interactions with the community, all development review staff work to find ways to "get to yes" and help customers succeed in achieving their goals.

**2. Smart Investments**

- a. A program to assure that investments are coordinated between county departments and with our cities, service districts and state partners so that the public receives the best possible return on its investments.
- b. A program that assures that Clackamas County and our County Service Districts continue to seek out opportunities for long term cost savings by making wise investments now.

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

**Resolution Regarding the  
Clackamas Investment Strategy**



**Resolution No.  
Page 2 of 2**

- c. Tri City Service District should continue to evaluate the purchase of the Blue Heron site in West Linn, which will likely result in an \$80 million cost savings to ratepayers.
- d. Buy locally when entering into procurement or professional services contracts to the extent allowed by law.

**3. Transportation**

- a. Continue to work to understand the kind of roads, improvements and maintenance that county residents want.
- b. Work to build a broad-based coalition and a high level of agreement about how to fund those improvements.

**4. Natural Resources**

- a. Continue the work of the Agriculture Investment Plan to support our agricultural producers and agri-tourism industries.
- b. Work to support sustainable production from our federal, state and private forests.
- c. Work to capitalize on Clackamas County's world-class tourism potential, and to support our growing recreation and tourism industries.

**Dated this 23<sup>rd</sup> day of February, 2012.**

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

February 23, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon Department of Energy for Weatherization Services**

Community Solutions for Clackamas County Division (CSCC), a division of the Health, Housing and Human Services Department (HS3) requests approval of an Amendment to the Intergovernmental Agreement with the State of Oregon Department of Energy for funding of weatherization services to County residents.

This amendment will continue Clackamas County Weatherization Program to qualify households based on fuel type used for heating, and income of the residents occupying the household. Upon eligibility determination, an audit will be performed to determine eligible energy saving measures to be performed. These measures may include insulation, house tightening measures, installation of flame retention burners, window replacement, and furnace repair or replacement.

The original agreement provided \$10,000 to pay for accomplishing the work required by the agreement. Amendment No. 1 adds an additional \$10,000 revenue for a total of \$20,000. No County General Funds are involved. This amendment is effective upon signature and terminates June 30, 2012.

**Recommendation**

We recommend approval of this amendment and further recommend that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For additional information on this issue or copies of attachments please contact  
Maureen Thompson at 503-655-8842

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT**

1. This is Amendment No.001 to Contract No.11-002, dated July 1, 2011, between State of Oregon through it Department of Energy, hereafter called Agency, and Community Solutions for Clackamas County, hereafter called Contractor.
2. The Agreement is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets [ ]):
3. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Contractor agrees that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**AGREEMENT**

**3. Grant.** In accordance with the terms and conditions of this Agreement, ODOE shall provide Recipient [~~\$10,000.00~~] \$20,000.00 (Grant Funds or Grant moneys) for the purposes described in Section 4 (the "Program"). ODOE shall pay the Grant from monies available the State Home Oil Weatherization Program.

**11. GENERAL PROVISIONS**

**ODOE:**

[~~Sara Stone, Contracts Officer~~] Zaida Zuniga Contract Officer, Lead  
 Oregon Department of Energy  
 625 Marion Street NE  
 Salem, OR 97301  
 Phone: [~~503-378-8607~~] 503-378-6968  
 Fax: 503-373-7806  
 Email: [~~sara.stone@state.or.us~~] zaida.zuniga@state.or.us

**SIGNATURES**

**Community Solutions for Clackamas County**

**Oregon Department of Energy**

By \_\_\_\_\_  
 Signature/Title: \_\_\_\_\_ Date

By: \_\_\_\_\_  
 Bob Repine \_\_\_\_\_ Date  
 Acting Director

By: \_\_\_\_\_  
 Jan Lemke \_\_\_\_\_ Date  
 Designated Procurement Officer

By: \_\_\_\_\_  
 \_\_\_\_\_ Date  
 Division Administrator



4  
SCOTT CAUFIELD  
BUILDING CODES ADMINISTRATOR

**BUILDING CODES DIVISION**

February 23, 2012

**DEVELOPMENT SERVICES DIVISION**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of Commissioners  
Clackamas County

Members of the Board:

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF MOLALLA  
AUTHORIZING THE COUNTY TO ADMINISTER A BUILDING CODE PROGRAM AND TO  
PROVIDE CERTAIN BUILDING, GRADING, MECHANICAL, PLUMBING, ELECTRICAL, AND  
MANUFACTURED DWELLINGS INSPECTION AND PLAN REVIEW SERVICES AND  
ESTABLISHING TERMS AND CONDITIONS FOR THE AGREEMENT**

The City of Molalla (the City) has administered its own building code program for many years. The scope of their program included all aspects of building, mechanical, plumbing, electrical and manufactured dwellings codes administration. Since 2005, the Clackamas County Building Codes Division (the County) has been a service provider to the City, offering plan review and inspection services for plumbing and electrical permits through the County's building codes program on contract.

Recently, the City made the decision to consider other alternatives in the administration of their codes program. At that time, the City approached the County about administering their entire building code program and providing building, grading, mechanical, plumbing, electrical, and manufactured dwellings permitting, plan review and inspection services on their behalf.

The attached IGA outlines the negotiated scope of work and terms of the agreement. Both the City and the County are enthusiastic about this agreement. We feel it will offer the citizens of Molalla access to our highly experienced staff with expertise in these fields as well as enhanced service levels.

**RECOMMENDATION:**

Staff respectfully recommends that the Board approve an intergovernmental agreement with the City of Molalla which will authorize the Clackamas County Building Codes Division to administer a building code program and to provide plan review and inspection services for building, grading, mechanical, plumbing, electrical and manufactured dwellings permits within the City of Molalla.

Sincerely,

Scott Caufield, CBO  
Building Codes Administrator



# INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF MOLALLA

February ~~8~~, 2012

This is an intergovernmental agreement ("Agreement"). It is for grading, building, mechanical, plumbing, electrical, and manufactured dwellings plan review, permitting, and inspection services. It is between Clackamas County, operating by and through its Building Codes Division ("BCD") and the City of Molalla ("City"). It is done under the authority of ORS 190.010, 190.110, and similar statutes. Under the terms of this Agreement, the BCD shall provide grading, building, mechanical, plumbing, electrical, and manufactured dwellings plan review, permitting, and inspection services to the City under certain conditions and receive all fees, as set out below.

## I. Term of the Agreement.

- A. This Agreement shall become effective on the date it is executed. It shall continue in force and effect through February 28, 2015.
- B. It may be renewed for a second, thirty six month term expiring February 28, 2018. The second term shall automatically commence unless notice that the Agreement shall not be renewed is given on or before December 1, 2014.
- C. This Agreement may be terminated, with or without cause and at any time, by any party upon 90 days written notice to the other party.
  1. In the event that this Agreement is terminated, BCD shall complete the work for which it has been compensated, unless other arrangements are agreed to by the parties.
  2. A termination of this Agreement shall not affect a party's continuing rights under this Agreement, including-
    - a. A party's right to receive any reimbursement for any claims agreed to be paid prior to the termination; and
    - b. Rights to indemnification under Section VI D below.

II. Scope of Services: Nothing in this Agreement shall be construed as an assumption of the City's grading, building, mechanical, plumbing, electrical, and manufactured dwellings permitting programs by BCD. The City shall retain full responsibility for these programs.

### III. Revenue & Payment to BCD.

- A. For permits subject to the provisions of this Agreement and issued after the Agreement's effective date, BCD will collect and retain one hundred percent of all revenues collected from grading, building, mechanical, plumbing, electrical and manufactured dwellings permits for the administration of the building program. Permit revenue will not be shared with the City.
- B. For permits received and issued by the City prior to the effective date of this agreement, BCD shall service and inspect any remaining permits through the completion of all construction work and an approved final inspection. BCD shall be reimbursed by the City at the rate of \$42.50 plus 12% State of Oregon surcharge per inspection necessary to complete the permit. BCD shall track and bill the City monthly for such inspection work and shall provide a report of all inspections performed.

### IV. BCD and City Responsibilities.

- A. BCD Responsibilities: BCD shall provide all grading, building, mechanical, plumbing, electrical, and manufactured dwellings permitting, related plan reviews, and inspections services. Additionally, BCD shall provide the necessary administrative services and oversight for all permitting subject to this agreement. Where required, BCD shall provide fire and life safety plan reviews.
  - 1. BCD shall use the County's fee structure for all grading, building, mechanical, plumbing, electrical, and manufactured dwellings permits, standard plan reviews, inspections and fire and life safety permits.
  - 2. BCD shall maintain an automated, daily inspection request system, currently Selectron Interactive Voice Response (IVR). Maintenance of the IVR shall be done at no cost to the City.
  - 3. BCD shall create and maintain permit compositions within its permitting software, currently Accela Permits Plus, for each permit type within the scope of this Agreement. Permit compositions shall be done at no cost to the City.
  - 4. During BCD's normal business hours, BCD shall provide daily construction inspections for all inspections requested before 6:00 a.m. on the day the inspection is desired.

5. During BCD's normal business hours, BCD shall provide plan reviews for all permits requiring such reviews in accordance with its adopted Operating Plan on file with the State of Oregon Building Codes Division. BCD shall at all times provide a copy of its current Operating Plan to the City.
6. BCD shall assign one building, plumbing and electrical inspector and one plans examiner as the primary contact for all permits subject to the terms of this Agreement for a period of 120 days in order to ensure that there is a single point of contact in each service area for consistency and to ensure that BCD may effectively learn the City's development services operation. After 120 days the County may introduce additional personnel, however there shall be no charge to the City for any related training.
7. For permits falling within the scope of this Agreement, BCD shall collect all required state surcharges on behalf of the City and distribute the collected surcharges to the State of Oregon Building Codes Division on a monthly basis, as required by law. BCD shall provide a report to the City outlining the permits issued that are subject to the surcharge and the amount of surcharge collected on behalf of the City on a monthly basis.
8. For permits falling within the scope of this Agreement, BCD shall collect all required School District Construction Excise Taxes on behalf of the City and shall distribute the collected tax to the appropriate school district on a quarterly basis, in accordance with Oregon statute. BCD shall provide a report to the City outlining the permits issued that are subject to the tax and the amount of tax collected on behalf of the City on a quarterly basis. BCD shall retain 4% of the collected tax to offset the costs of collection and reporting, consistent with the statute.

B. City Responsibilities.

1. Prior to the execution of this Agreement-
  - a. The City shall physically transfer all open grading, building, mechanical, plumbing, electrical, and manufactured dwellings permits (active and/or expired) that require servicing (i.e. inspections) to BCD. Transfer shall include all files, inspections histories, and other documents associated with these permits.

- b. The City shall provide to BCD all approved construction plans associated with any open permit, either electronically, in paper form, or both where available.
2. The City shall in all ways cooperate with BCD in the expeditious transfer of responsibilities and performance of duties set out in this Agreement.

#### V. Liaison

- A. BCD Liaison: The Clackamas County Building Official.
- B. City Liaison: The Molalla City Manager.
- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty eight (48) hours after its deposit in the United States mail addressed to such address as may be specified from time to time by a Party or Parties in writing.

#### VI. General Provisions

- A. This Agreement may not be assigned.
- B. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by a written instrument signed by both parties.
- C. This is not a joint venture, partnership, or common enterprise between the City and BCD. BCD shall have the status of an independent contractor with respect to its services under this Agreement. No party or its employees is entitled to participate in any pension plan, insurance, bonus, or similar benefits provided by another party.
- D. To the extent permitted by law under the Oregon Constitution and statutes, BCD and the City shall each indemnify and defend the other, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party caused by the negligence or act of that party. BCD and the City shall have no liability to the other for any injury, loss, or damage caused by third parties. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of the Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

- E. This document embodies the entire Agreement and understanding between the parties hereto and supersedes all prior understandings relating to the subject matter hereof.
- F. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcript.
- G. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- H. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- J. Any dispute between the parties shall be resolved first by mediation, and next by action of the Circuit Court of the State of Oregon for the County of Clackamas.

WHEREAS, all the aforesaid is hereby agreed and executed by the duly authorized signatures below.

"CITY"

\_\_\_\_\_  
Mike Clarke, Mayor

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Date

"BCD"  
BOARD OF COMMISSIONERS  
CLACKAMAS COUNTY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Mary Raethke, Recording Secretary

\_\_\_\_\_  
Date



5

LANE MILLER  
MANAGER

**PURCHASING DIVISION**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Purchase a new John Deere 135D Excavator,  
Utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program

The Transportation Maintenance Division requests approval to purchase one new John Deere 135D Excavator, Utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

The vehicle will replace existing vehicle #980500, which was deemed a total loss after a rollover accident in June of 2010.

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, and the contract is to be awarded to the party to whom the contract was awarded by the public agency, so long as the price of the goods or services is the same or lower than that offered to the public agency".

The amount of this contract shall be \$ 175,279.02. Funds for this purchase have been budgeted in FY 2011/2012 under line 215-2410-00-485520.

Recommendation

Staff respectfully recommends that the Board give approval to the Transportation Maintenance Division to purchase one new John Deere 135D Excavator, Utilizing the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. Total purchase amount not to exceed \$ 175,279.02.

Respectfully Submitted,

Handwritten signature of Dan Nenow in black ink.

Dan Nenow, C. P. M.  
Purchasing Staff

For information on this issue please  
contact Warren Gadberry at 503-650-3988

Placed on the Agenda of February 23, 2012 by the Purchasing Division

# 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/>

Thursday, February 2, 2012 – 10:00 AM

Public Services Building - 2051 Kaen Road, Oregon City, OR 97045

**PRESENT:** Commissioner Charlotte Lehan  
Commissioner Jim Bernard  
Commissioner Ann Lininger  
Commissioner Paul Savas  
Commissioner Jamie Damon

*~Pledge of Allegiance~*

## **I. DISCUSSION ITEMS**

*~NO DISCUSSION ITEMS SCHEDULED*

## **II. CITIZEN COMMUNICATION**

1. Kevin Johnson, Gladstone - spoke regarding Gladstone Library – he submitted a public records request and asked the fee be waived.
2. Maryanna Moore, Gladstone – requested annual audits from the Library District. Steve Wheeler will respond to these library questions and requests.
3. John Ludlow, Wilsonville – Candidate for Clackamas County Chair.
4. Fred Nelligan, Milwaukie – spoke in support of Milwaukie light rail.
5. Sandra Cosgrove, Milwaukie – concerned about the mobile home park she lives in will close due to urban renewal.

Commissioner Bernard stated there is on urban renewal changes happening in that area, he would like to meet with Ms. Cosgrove and the other tenants at the mobile home park.

6. Les Poole, Milwaukie – spoke against Milwaukie light rail.
7. Yvonne Lazarus, Milwaukie – right to vote on light rail.
8. Mack Woods, Canby – freedom of speech.
9. Sylvia Kraljev, Canby – citation on her 2<sup>nd</sup> home.

Steve Wheeler said staff is looking into this issue.

Commissioner Lininger was excused to attend another meeting.

## **III. CONSENT AGENDA**

Item A. 3 has been removed from the agenda for further staff review and item A.1 moved to discussion. Chair Lehan asked the Steve Wheeler to read the Consent Agenda by title.

### **MOTION:**

Commissioner Savas: I move we approve the Consent Agenda as amended.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.



**MOTION:**

Commissioner Bernard: I move we move consent item A.1. to discussion.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

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

1. Approval of an Amendment to the Agreement with American Medical Response Northwest, Inc. for a Mileage Rate Increase - CH

Cindy Becker and Richard Swift, Health, Housing and Human Services presented the staff report.

*~Board Discussion~*

**MOTION:**

Commissioner Bernard: I move we approve the Amendment to the agreement to American Medical Response Northwest, Inc. for a mileage rate increase.

Commissioner Damon: Second.

*~Board Discussion~*

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Lehan: Aye.

Chair Lehan – all those opposed: - The Ayes have it and the motion is approved.

2. Approval of a Personal Services Agreement to Provide Physicians on a Locum Tenens Basis with Martin Fletcher Locums – CH

3. **REMOVED** - Approval of a Personal Services Agreement to Provide Physicians on a Locum Tenens Basis with Kelly Services – CH

4. Approval of a Professional, Technical, and Consultant Service Contract with Community Counseling Solutions, Inc. to Provide Warm Line Services - VH

**B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – VCC

**IV. WATER ENVIRONMENT SERVICES**

1. Approval to Accept Private Property Donation and Transfer of Ownership to Clackamas County Service District No. 1

2. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1, Surface Water Management Agency of Clackamas County and the US Geological Survey for the Stream Flow Measuring Work

3. Approval of a Joint Funding Agreement between the Surface Water Management Agency of Clackamas County and the US Geological Survey for Tualatin River Monitoring

**V. COMMISSIONERS COMMUNICATION**

**MEETING ADJOURNED – 11:33 AM**

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

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



CRAIG ROBERTS, Sheriff

# Clackamas County Sheriff's Office

February 23, 2012

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the North Clackamas School District for a School Resource Officer for 2011 – 2012

This Intergovernmental Agreement will provide funding from the North Clackamas School District to pay for one Sheriff's Deputy to act as a School Resource Officer during the 2011-2012 school years.

This is a continuation of an existing agreement between Clackamas County and the North Clackamas School District. This Agreement will provide one full time School Resource Officer who will split his/her time at Clackamas High School and Rex Putnam High School.

Once the IGA is approved, the North Clackamas School District will reimburse Clackamas County for the School Resource Officer costs from September, 2011. The term of the agreement for services is from Sept 6, 2011 through June 14, 2012 and is for \$91,422.24.

County Counsel has approved this agreement

## RECOMMENDATION

It is recommended that the Board approve this Intergovernmental Agreement between Clackamas County and the North Clackamas School District to provide a School Resource Officer for the 2011 – 2012 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "ME".

Matt Ellington, Undersheriff  
Clackamas County Sheriff's Office

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND THE  
NORTH CLACKAMAS SCHOOL DISTRICT  
FOR  
SCHOOL RESOURCE OFFICERS**

**I. Purpose**

This agreement is entered into between Clackamas County (COUNTY) through the Clackamas County Sheriff and the North Clackamas School District (NCSD) for the cooperation of units of local government under the authority of ORS 190.010. This agreement provides the basis for a cooperative relationship for the purpose of the COUNTY providing to NCSD, Sheriff deputies to act as School Resource Officers as described in "Attachment A" to this agreement.

**II. Scope of Service**

- A. The COUNTY agrees to provide one Deputy Sheriff beginning September 6, 2011 through June 14, 2012 to serve as School Resource Officers (SRO). The scope of service is detailed in "Attachment A" to this agreement.
- B. NCSD agrees at their expense to provide the COUNTY office space and equipment at Rex Putnam and Clackamas High Schools where the SRO's will be assigned.

**III. Personnel**

- A. The COUNTY agrees to provide one Deputy Sheriff on a full-time basis. However, in the event of an emergency situation determined by the Sheriff, the Sheriff may rely upon the SRO's as a resource to respond to an emergency; compensation under this agreement shall not be affected. In such an event the Liaison for NCSD will be notified and informed of the SRO(s) leaving the school campus.

- B. Supervision and training of SRO personnel will be the responsibility of the COUNTY.

#### **IV. Compensation**

NCSD will pay the COUNTY compensation as described in "Attachment A" for the contract year. The COUNTY agrees to bill NCSD quarterly. NCSD agrees to pay within 30 days of the receipt of the COUNTY'S invoice.

#### **V. Liaison Responsibility**

A Clackamas County Patrol Division Lieutenant will act as liaison for the COUNTY on issues relating to supervision, scheduling, and SRO responsibilities; an Undersheriff will act as liaison on all other matters relating to this Agreement. Darren Driel, or his designee will act as liaison for NCSD.

#### **VI. Liability**

- A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY shall indemnify, defend and hold harmless NCSD, it's officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of COUNTY personnel acting pursuant to this agreement.
- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, NCSD shall indemnify, defend and hold harmless the COUNTY, it's officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omissions or negligence of NCSD personnel acting pursuant to this agreement.

#### **VII. Debt Limitation**

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

**VIII. Termination – Amendment**

- A. This agreement may be terminated by either party upon thirty (30) days written notice to the other.
- B. This agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

**IX. Term of Agreement**

This agreement is for services beginning September 6, 2011 through June 14, 2012, and becomes effective upon the signatures of both parties.

*Signature page follows*

By their signatures below, the parties to this agreement agree to the terms, conditions, and content expressed herein.

BOARD OF CLACKAMAS COUNTY

NORTH CLACKAMAS SCHOOL DISTRICT

\_\_\_\_\_  
Charlotte Lehan,  
Chair, Clackamas County Board  
Date:

*Jen Sampson*  
\_\_\_\_\_

\_\_\_\_\_  
Recording Secretary  
Date:

*11/30/11*  
\_\_\_\_\_ Date:

*WCR* *M. Ellington* For Sheriff Roberts  
\_\_\_\_\_  
Sheriff Craig Roberts  
Date:

*Kim Jones*  
\_\_\_\_\_  
Approved as to form- County Counsel

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY  
AND THE  
NORTH CLACKAMAS SCHOOL DISTRICT  
FOR  
SCHOOL RESOURCE OFFICERS**

**"ATTACHMENT A"**

**SCOPE OF WORK / SCHOOL RESOURCE OFFICERS**

The duty of a School Resource Officer may include the following:

The investigation and documentation of criminal activity at the schools; help provide a safe environment for students, staff, and parents on school property; works with administrators and staff on issues surrounding school safety and protection of the students and staff on campus; monitors and enforces traffic related matters in and around the school property; when authorized works with school staff in the enforcement of District and school policy; assists school staff in any emergency or disaster related events on school property; assists in reporting and investigating incidents that may have occurred off campus but are reported at the school; works with staff to provide information about law enforcement related topics and upon requests acts as a resource for teachers.

**Salary formula per Deputy Sheriff:**

\$67.62 (hourly rate) X 8 hours per day X 169 school days= \$91,422.24  
(This is a 2% increase over the 2010-2011 school year.)

<b>Cost: 1/2 Deputy Sheriff position @ Clackamas High School / 169 days:</b>	<b><u>\$45,711.12</u></b>
<b>1/2 Deputy Sheriff position @ Rex Putnam High School / 169 days:</b>	<b><u>\$45,711.12</u></b>
<b>Total:</b>	<b>\$91,422.24</b>



GARY BARTH  
DIRECTOR

**BUSINESS AND COMMUNITY SERVICES**  
**DEVELOPMENT SERVICES BUILDING**  
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

February 23, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Board Order Authorizing Clackamas County  
Sheriff's Sale of Surplus and Tax Foreclosed Properties**

The attached board order authorizes the Clackamas County Sheriff's Office to proceed with the sale of surplus and tax foreclosed properties. Each year Clackamas County acquires deed to tax delinquent real property. This order requests the following properties be declared surplus and sold at public auction set for 10:00 a.m. on May 2, 2012.

A list of the proposed auction property was circulated and reviewed by County Department heads and other governmental agencies within Clackamas County. In addition, the Board of County Commissioner's reviewed and approved the proposed auction list in a study session on February 14, 2012. Staff evaluated each property and set the minimum bid at an amount most advantageous for selling the parcels. The public will be offered 17 parcels of property.

The following narrative descriptions relate to the properties detailed in the attached Board Order.

Item #1 was on last year's auction and did not receive a bid. The parcel was then offered by private sale, receiving no bids. This parcel cannot be developed because of fire lane requirements. The Assessor's Real Market Value is \$58,307. The minimum bid set at last year's auction was \$14,576 which was 25 percent of the RMV. In an attempt to sell this parcel and return it to the tax rolls, staff is requesting the minimum bid be set at \$3,644 which is 25 percent of last year's minimum bid.

Item #2 is vacant land in Milwaukie and is property remaining as a result of the right-of-way taken for the Johnson Creek Road/Bridge Project. The Department of Transportation Engineering Department has requested to have these parcels declared surplus and sold at auction. The auction value is based on the DTD Engineering staffs estimated value of \$100,000. DTD staff has requested the minimum bid be set at \$79,500 and that the parcels be sold for cash only; contract not available.

Item #3 is a vacant lot in Milwaukie that can be developed. A house was once located on the property but burned down several years ago. The Assessor's Real Market Value for the parcel is \$93,226. Staff is requesting the minimum bid be set at \$69,920 which is 75 percent of the RMV.



Item #4 is located in Gresham and consists of two parcels of vacant land on 307th Avenue with a combined total of 0.13 acres. Together the parcels have an Assessor's Real Market Value of \$9,822. Staff is requesting the minimum bid be set at \$4,911 which is 50 percent of the RMV.

Item #5 is a single family residence located on S.E. Keeley Ct. in Clackamas. The occupant of the home has been asked to vacate the property by February 15<sup>th</sup>. If the residence is still occupied at the time of auction, this item will be removed from the auction list. The Assessor's Real Market Value for the property is \$232,100. Staff is requesting the minimum bid be set at \$199,000 which is approximately 86 percent of the RMV.

Item #6 is vacant land located in Happy Valley and is property remaining after right-of-way adjustments for the 172nd Avenue from Sunnyside Road to Hwy 212 project and the access road called Big Timber Court. The Department of Transportation Engineering Department has requested to have this parcel declared surplus and sold at auction. The auction value is based on the DTD Engineering staffs estimated value of \$20,000. DTD staff has requested the minimum bid be set at \$12,500 and that the parcel be sold for cash only; contract not available.

Item #7 is vacant land located in Happy Valley and is property remaining after right-of-way adjustments for the 172nd Avenue from Sunnyside Road to Hwy 212 project and the access road called Big Timber Court. The Department of Transportation's Engineering Department has requested to have this parcel declared surplus and sold at auction. The auction value is based on the DTD Engineering staff estimated value of \$13,000. DTD staff has requested the minimum bid be set at \$7,500 and that the parcel be sold for cash only; contract not available.

Item #8 is vacant land located in Brightwood that consists of four parcels of property which combined create one legal lot of record with a total of 1.19 acres. The subject properties are located entirely within the one-hundred year floodplain and have no public access. The Assessor's Real Market Value for the four parcels is \$82,536. Staff is requesting the minimum bid be set at \$41,268 which is 50 percent of the RMV.

Item #9 is vacant land located in Welches that consists of three parcels of property with a combined total of 0.23 acres. There is no public access to these properties. The Assessor's Real Market Value for the three parcels is \$7,364. Staff is requesting the minimum bid be set at \$3,682 which is 50 percent of the RMV.

Item #10 is a 0.05 acre of vacant land located in Rhododendron that is too small to develop and is in the floodway. The Assessor's Real Market Value for the parcel is \$2,670. Staff is requesting the minimum bid be set at \$1,335 which is 50 percent of the RMV.

Item #11 is a 0.30 acre of vacant land located in Rhododendron that is entirely in the floodway and has no public access. The Assessor's Real Market Value for the parcel is \$2,460. Staff is requesting the minimum bid be set at \$1,230 which is 50 percent of the RMV.

Item #12 is a 0.04 acre of vacant land off Schaeffer Road in West Linn that has no public access. This parcel was initially reserved for a well but was never used for that purpose. The Assessor's Real Market Value for the parcel is \$1,497. Staff is requesting the minimum bid be set at \$749 which is 50 percent of the RMV.

Item #13 is a 0.34 acre of vacant land located in Estacada and is mostly a very steep hillside. The Assessor's Real Market Value for the parcel is \$75,545. Staff is requesting the minimum bid be set at \$18,886 which is 25 percent of the RMV.

Item #14 is located in Zig Zag. This property consists of two tax lots with a total of 0.23 acres. Tax lot # 4600 is a vacant parcel. Tax lot # 4700 is a tax lot that includes a Steiner cabin constructed on the property in 1932. This cabin is listed as a Clackamas County Historic Landmark. The cabin is in very poor condition with rotting floors, roof, windows and structure. The Assessor's Real Market Value for both parcels is \$94,318. Staff is requesting the minimum bid be set at \$23,580 which is 25 percent of the RMV.

Item #15 is a 0.06 acre of vacant land located in the Zig Zag area that is too small to develop. The Assessor's Real Market Value for the parcel is \$1,473. Staff is requesting the minimum bid be set at \$736 which is 50 percent of the RMV.

Item #16 is a 0.06 acre of vacant land located in the Zig Zag area that is too small to develop. The Assessor's Real Market Value for the parcel is \$4,079. Staff is requesting the minimum bid be set at \$2,040 which is 50 percent of the RMV.

Item #17 is a manufactured home on 2.90 acres in Mulino. The occupant of the home has been asked to vacate the property by February 15<sup>th</sup>. If the residence is still occupied at the time of auction, this item will be removed from the auction list. The Assessor's Real Market Value for the property is \$180,937. Staff is requesting the minimum bid be set at \$135,700 which is 75 percent of the RMV.

Staff requests that the interest rate on the contract sales be set at two points above the actual prime interest rate. As of this date, the prime rate is 3.25 percent and therefore auction contracts would be set at 5.25 percent.

#### **RECOMMENDATIONS**

Staff respectfully recommends that the Board approve the attached Board Order that authorizes the Sheriff's Office to proceed with the sale of surplus and tax foreclosed properties.

Sincerely,



Laura Zentner, CPA  
Senior Administrative Services Manager  
Business and Community Services

In the Matter of the Sale of Real  
Property acquired by Clackamas  
County by tax deed, gift or purchase.

ORDER NO.

Page 1 of 3

This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that the real property parcels listed below, having been acquired by Clackamas County by tax deed, gift or purchase, are not currently in use for County purposes; and

IT FURTHER APPEARING a list of the proposed auction properties was circulated and reviewed by County Department Heads and other governmental agencies within Clackamas County and are therefore presumed surplus.

IT FURTHER APPEARING to the Board that the following properties should be offered for public sale for not less than the minimum price specified herein and in compliance with applicable portions of ORS Chapter 275.110;

NOW, THEREFORE, the Board finds that the real property parcels listed below are surplus, and selling them is in the best interest of the citizens of Clackamas County.

IT IS HEREBY ORDERED that the following properties shall be offered for sale for not less than the minimum price specified herein and in compliance with the applicable portions of ORS Chapter 275.110 at 10:00 a.m. on May 2, 2012.

Parcels may be encumbered with restrictions, easements, conditions and covenants.

**Clackamas County Surplus Real Estate Public Oral Auction  
Development Services Building  
Auditorium  
150 Beaver Creek Rd., Oregon City, OR 97045  
May 2, 2012**

**REGISTRATION begins at 9:00 a.m. / AUCTION begins at 10:00 a.m.  
\*\*\* Auction will be conducted in English and in U.S. currency only \*\*\***

Item #	Map #	Description	Assessor's Real Market Value \$	Minimum Bid \$	20% Deposit Amount \$
1	12E 28CA 01316	VACANT LAND – on Chloe Ln. in Clackamas, apx. 0.08 ac.	58,307	3,644	729
2	12E 29BD 02000 & 02100	VACANT LAND – off Johnson Creek Rd., in the Milwaukie area, apx. 0.80 ac.	100,000	79,500	15,900

In the Matter of the Sale of Real  
 Property acquired by Clackamas  
 County by tax deed, gift or purchase.

ORDER NO.

Page 2 of 3

3	12E 30BD 10400	VACANT LAND - 9015 SE Regents Dr., Milwaukie, apx. 0.16 acres	93,226	69,920	13,984
4	14E 29B 00109 & 00202	VACANT LAND – on 307th. Ave., Gresham, apx. 0.13 acres	9,822	4,911	982
5	22E 11BD 02500	VACANT RESIDENCE - 13012 SE Keeley ct., Clackamas, apx. 0.55 acres, 1814 sq. ft.	232,100	199,000	39,800
6	23E 06C 07300	VACANT LAND – off SE 172 Ave., Happy Valley, apx. 0.55 acres	20,000	12,500	2,500
7	23E 06C 07603	VACANT LAND – off Big Timber Ct., Happy Valley, apx. 0.37 acres	13,000	7,500	1,500
8	27E 30BC 03000, 03100, 03101, 03203	VACANT LAND – off Brightwood Loop Rd., Brightwood area, apx. 1.19 acres	82,536	41,268	8,254
9	27E 32AC 03901 & 03903	VACANT LAND – on Lost Shelter Rd., Welches area, apx. 0.23 acres (2 lots combined)	7,364	3,682	736
10	27E 32BD 01802	VACANT LAND – off Cottonwood Dr., Rhododendron area, apx. 0.05 acres	2,670	1,335	267
11	27E 32BD 02400	VACANT LAND – off Cottonwood Dr., Rhododendron area, apx. 0.30 acres	2,460	1,230	246
12	31E 04D 01304	VACANT LAND – off Schaeffer Rd., West Linn area, apx. 0.04 acres	1,497	749	150
13	34E 28BC 04200	VACANT LAND - on SE Forest Glen Rd, Estacada, apx. 0.34 acres.	75,545	18,886	3,777
14	37E 03BA 04600 & 04700	VACANT CABIN– off Arthur Hailey Rd., in the Zig Zag area, apx. 0.11 acres, VACANT LOT, apx. 0.12 acres	94,318	23,580	4,716
15	37E 03BA 06000	VACANT LAND – off E. Hemlock Dr., in the Zig Zag area, apx. 0.06 acres	1,473	736	147

In the Matter of the Sale of Real  
Property acquired by Clackamas  
County by tax deed, gift or purchase.

ORDER NO.

Page 3 of 3

16	37E 03BA 17300	VACANT LAND - off Section Line Rd., in the Zig Zag area, apx. 0.06 acres	4,079	2,040	408
17	42E 22A 02300	VACANT RESIDENCE - 15999 S. Howards Mill Rd, Mulino, apx. 2.90 acres	180,937	135,700	27,140

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon be and is hereby directed and authorized to sell the above described properties in the manner provided by law and for not less than the minimum price herein determined; and

IT IS FURTHER ORDERED that the Sheriff of Clackamas County, Oregon is hereby directed to advertise the sale of the above described property in a newspaper of general circulation, circulated and published in Clackamas County, once a week for four consecutive weeks prior to such sale. Such notice shall include the date, time and place of sale, the description of the properties or interests therein to be sold, the market value of the properties or interests as determined by a certified appraiser or the Clackamas County Department of Taxation and Assessment, the minimum price as fixed by the Board and the date of this order. The Sheriff shall further make a proof of publication of such notice in the same manner as proof of publication of summons is made and shall file such proof of publication with the county clerk. Copies of all Sheriff Sale documents shall be forwarded to the Property Resources section upon sale completion; and

IT IS FURTHER ORDERED that Gary Barth, Director of Business and Community Services, is hereby authorized to act as representative of the Board of County Commissioners in the execution of all documents necessary for the sales; and that the Director of Finance for Clackamas County is hereby authorized to execute all necessary documentation for the fulfillment of any contracts of sale associated with these sales at the time of fulfillment, as representative for the Board of County Commissioners; and

IT IS FURTHER ORDERED that the interest rate for any County installment contracts generated by this sale shall be established at 5.25 percent and that all proceeds shall be distributed according to ORS 275.275, Tax Title Land Fund.

DATED this 23rd day of February, 2012

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



*Beyond* clean water.  
February 23, 2012

9  
Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.  
Director

Board of Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF HAPPY VALLEY AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
FOR STREET SWEEPING SERVICES**

Clackamas County Service District No. 1 (CCSD#1) is working with the City of Happy Valley, Oregon (City) to increase street sweeping activities in the watersheds that lie within the boundary of CCSD#1. The need to increase the extent and frequency of street sweeping activities on high volume streets was identified as a high priority action item in the 2009 Kellogg Mt. Scott Watershed Action Plan completed by CCSD#1. The purpose for this intergovernmental agreement is to allow the City and CCSD#1 maintenance staff to work together to develop a street sweeping program that will significantly reduce the amount of sediment and associated pollutants on major arterial roadways within CCSD#1.

Street sweeping activities will be performed by City public works staff and reported to CCSD#1. The reports will be used to determine the cost-effectiveness (miles swept and volume of material removed) of street sweeping compared to the known cost effectiveness of catch-basin cleaning. The duration of project will be fiscal year 2012-2013 with an option to extend.

The cost of the pilot project will be a maximum unit cost of \$120.00 per hour plus a maximum \$15.00 per yard dumping fee. A sweeping frequency of twice monthly (every two weeks) beginning January 1, thru September 30, and once monthly from October 1, thru December 31, and will be reviewed quarterly. Total project costs will not exceed \$100,000 for the period beginning July 1, 2012 and ending June 30, 2013.

District and County counsel has reviewed the agreement as to form.

**RECOMMENDATION**

Staff respectfully recommends that the Board approve the attached Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for street sweeping services and authorize the Director of Water Environment Services to sign the Intergovernmental Agreement on behalf of the District.

Sincerely,

Michael S. Kuenzi  
Director

For information on this issue or copies of attachments, please contact Trista Crase at 503-742-4566.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1  
FOR STREET SWEEPING SERVICES**

This Intergovernmental Agreement (Agreement) is entered into on \_\_\_\_\_, 2012 by and between the City of Happy Valley, Oregon (CITY), and Clackamas County Service District No. 1 (DISTRICT) for the provision of street sweeping services on designated streets and arterials within the boundaries of the DISTRICT.

This Agreement is authorized pursuant to ORS 190.110 and becomes effective upon full execution of this document.

1. Effective Date and Duration. This Agreement shall become effective upon signatures by the DISTRICT and the CITY. Unless earlier terminated or extended, this Agreement shall expire on June 30, 2013 with one (1) option to renew for a period of \_\_\_\_\_ .
2. Statement of Work. The statement of work is attached hereto as Attachment 1 ("Work") and incorporated by reference into this Agreement. The CITY agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. Consideration. DISTRICT agrees to pay the CITY an agreed upon rate per hour for the Work, as referenced in Attachment 1.
4. Schedule of Performance. The delivery schedule for the provision of these services is described in the Work and CITY agrees to perform as set forth therein.
5. Project Sites. The respective staff (Project Managers) of each partnering agency will define the extent of the project site or area.
6. Project Managers. Each party has designated a project manager to be the formal representative for this project. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate project manager at their address below:

City of Happy Valley  
Chris Randall  
C/o City of Happy Valley  
16000 SE Misty Drive  
Happy Valley, OR 97086  
(503)783-3800

Clackamas County Service District No. 1  
Carol Murdock  
C/o Water Environment Services  
150 Beaver Creek Rd.  
Oregon City, OR 97045  
(503) 742-4581

7. Agreement Documents. This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Attachment 1, and Work Statement.
8. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.
9. Reimbursement.
  - A. On a quarterly basis the CITY shall submit itemized invoices to DISTRICT for reimbursement of services performed during the preceding quarter, noting the project and DISTRICT contract number, describing the work done with sufficient particularity, the allocation of costs, all in accordance with line items set forth in Attachment 1.
  - B. The quarterly invoice shall be submitted no later than 30 days following the end of that performance period.
  - C. Invoices shall be submitted in duplicate, identifying the DISTRICT agreement number to Project Managers listed above. Project Managers shall pay all approved invoices within 30 days. If there is a dispute regarding the level of service provided, the DISTRICT shall pay the undisputed amounts and the Project Managers shall meet to discuss the disputed amounts.
10. Termination.
  - A. The parties may agree to an immediate termination of this Agreement or at a time certain upon mutual written consent.
  - B. Either party may terminate this Agreement effective not less than 30 days from delivery of written notice or at such other date as may be established by both parties under any of the following conditions:
    - 1) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
    - 2) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
  - C. Either party may terminate this Agreement in the event of a breach by the other party. Prior to such termination, however, the party seeking termination shall give the breaching party written notice of intent to terminate. If the party has not cured the breach within 10 days of receipt of the notice of termination, the party seeking compliance may terminate this Agreement without further action.



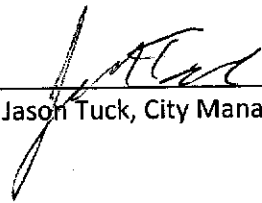
- 11. Funds Available and Authorized. Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within either party's current appropriation and limitation. Both parties understand and agree that payment of amounts under this Agreement attributable to work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority.
- 12. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 13. Access to Records. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 14. Compliance with Applicable Law. Both parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement.
- 15. No Third Party Beneficiary. The DISTRICT and the CITY are the only parties to this Agreement and as such, are the only parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
- 16. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each party agrees to indemnify and defend the other and its officers, employees, agents and representatives from and against all claims, demands, penalties and causes of action of any kind or character relating to or arising from this Agreement, including: the cost of defense, attorney fees arising in favor of any person on account of personal injury, death or damage to property and arising out of or resulting from the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, subcontractors or representatives.
- 17. Merger Clause & Counterparts. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may be executed in two or more counterparts, which collectively shall represent a single binding agreement.

IN WITNESS HEREOF, the parties hereby agree to this Agreement:

Clackamas County Service District No. 1

City of Happy Valley

\_\_\_\_\_  
Michael S. Kuenzi, Director

  
\_\_\_\_\_  
Jason Tuck, City Manager