



AGENDA

***REVISED**

(Item I.1. Removed)

Thursday, January 5, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-01

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

*1. **REMOVED** - Congressional Update from Congressman Kurt Schrader

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

1. Second Reading of Ordinance No. 01-2012 Amending Chapter 2.08, Ballot Measure 37 Claim Processing Procedure Authorization from the Clackamas County Code (David Anderson, County Counsel) *first reading was 12-22-11*
2. Second Reading of Ordinance No. 02-2012 Adding Chapter 2.14, County Surveyor, to the Clackamas County Code (David Anderson, County Counsel) *first reading was 12-22-11*
3. Second Reading of Ordinance No. 03-2012 Repealing Chapter 8.08, Adult Care Homes, from the Clackamas County Code (David Anderson, County Counsel) *first reading was 12-22-11*

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

~NO DISCUSSION ITEMS SCHEDULED

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 a Substance Abuse Treatment Services Agreement with Volunteers of America for Outpatient Substance Abuse Services - Behavioral Health
2. Approval of an Amendment to the Intergovernmental Agreement Among Community Development, Service District No. 1 and the Development Agency for a Sewer Hoop-up Program – Community Development

B. Department of Transportation & Development

1. Approval of a Contract with OBEC Engineers for Consulting Engineering Services for the Replacement of Salmon River (Elk Park Road) Bridge - Purchasing

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

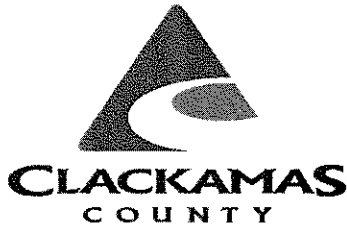
VI. WATER ENVIRONMENT SERVICES

1. Execution of a Purchase and Sale Agreement between Mr. Silvio Carli and Clackamas County Service District No. 1

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/>



OFFICE OF COUNTY COUNSEL

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

Stephen Madkour
COUNTY COUNSEL

David W. Anderson
Kimberley A. Ybarra-Cole
Kathleen Rastetter
Scot A. Sideras
Chris Storey
Scott C. Ciecko
Alexander Gordon
Rhett C. Tatum
ASSISTANTS

January 5, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Second reading of Ordinance No. 01-2012 amending Chapter 2.08, Ballot Measure 37 Claim Processing Procedure Authorization, from the Clackamas County Code

County Code Chapter 2.08 currently contains obsolete provisions for the implementation of Ballot Measure 37. On November 6, 2007, the voters of Oregon modified Ballot Measure 37 with the passage of Ballot Measure 49, now codified at ORS 195.300 to 195.336. Under limited circumstances, these statutes allow a property owner to make a claim for compensation based on an allegation that a new land use regulation has decreased the value of their property. If their claim is valid the county must either waive the regulation or pay monetary compensation. The County's "chief administrative officer" is responsible for processing the claims unless the Board designates the authority to someone else.

Although Clackamas County has received no new claims since the 2007 adoption of Ballot Measure 49, it is possible that a claim could be filed in the future. The Board may want to assign the responsibility for initial claim determination to the Director of Transportation and Development, who would then likely delegate it to the Planning Director. The attached ordinance would allow the designee to approve claims and waive the regulation, but would require that he or she go to the Board before paying any monetary compensation. First reading of the ordinance was held on December 22, 2011.

Recommendation

Complete the second reading of the ordinance, and adopt it.

Respectfully submitted,

David W. Anderson
Senior County Counsel

For information on this issue please contact Anja Mundy at 503-655-8362

P. 503.655.8362 | F. 503.742.5397 | WWW.CLACKAMAS.US

ORDINANCE NO. 01-2012

An Ordinance Repealing and Replacing Chapter 2.08, "Ballot Measure 37 Claim Processing Procedure Authorization" with a new Chapter 2.08, "Just Compensation for Land Use Regulation".

WHEREAS, on November 6, 2007, the voters modified Ballot Measure 37 with the passage of Ballot Measure 49; and

WHEREAS, the provisions of Ballot Measure 49 have been codified as ORS 195.300 to 195.336; and

WHEREAS, the County Code currently contains provisions for the implementation of Ballot Measure 37; and

WHEREAS, ORS 195.312 permits the Board of County Commissioner to delegate review of just compensation claims by ordinance and set reasonable fees; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 2.08, Ballot Measure 37 Claim Processing Procedure Authorization is hereby repealed and replaced with the following:

Chapter 2.08 JUST COMPENSATION FOR LAND USE REGULATION

2.08.010 Purpose

The purpose of this chapter is to delegate authority to process and authorize claims for just compensation for land use regulation under ORS 195.300 to 195.336.

2.08.020 Delegation of Authority

The Director of the Department of Transportation and Development (DTD) is authorized to receive claims and to determine the validity of, and grant non-monetary compensation for such claims. The Director of DTD may delegate this authority to his or her designee.

2.08.030 Decision

- A. In accordance with the requirements and procedures in ORS 195.300 to 195.336, after receiving a claim, the Director of DTD, or his or her designee, shall determine whether the claim is valid and, if so, how the claimant should be compensated.
- B. The Director of DTD, or his or her designee, may forward any valid claim, to the Board of County Commissioners for a determination as to whether to pay monetary compensation or waive the regulation. The Director of DTD, or his or

her designee, shall forward a claim to the Board of County Commissioners if the Director of DTD, or his or her designee, concludes that the County should pay monetary compensation.

- C. The decision of the Director of DTD, or his or her designee, to forward the claim to the Board of County Commissioners is final and not subject to appeal.
- D. The Board of County Commissioners may, summarily and without notice or hearing, elect to return the claim to the Director or his or her designee for a decision.

2.08.040 Fees

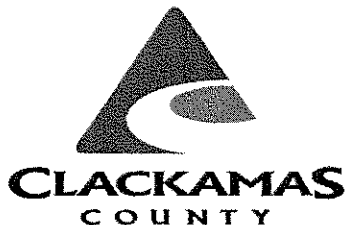
All fees associated with this chapter shall be adopted by resolution of the Board of County Commissioners.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

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January 5, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Second reading of Ordinance No. 02-2012 adding Chapter 2.14, County Surveyor,
to the Clackamas County Code

In 1998 the Board of County Commissioners adopted Ordinance No. 16-98, providing that the Board appoints the County Surveyor. Previous to 1998, the office of Surveyor was an elected office. Ordinance No. 16-98 was referred by the Board to the voters and approved. In 2009 the Oregon Legislature changed ORS 204.005(2) to its present form: "...unless a county ordinance provides otherwise, the governing body of a county shall appoint a county surveyor." There currently is no chapter of the County Code which addresses the procedure for appointing and employing a County Surveyor. Other offices such as County Administrator and County Counsel are already addressed in the Code. The proposed ordinance creates a County Surveyor chapter in the Code and repeals Ordinance No. 16-98. First reading was held December 22, 2011.

Recommendation

Complete the second reading of the ordinance, and adopt it.

Respectfully submitted,

David W. Anderson
Senior County Counsel

For information on this issue please contact Anja Mundy at 503-655-8362

ORDINANCE NO. 02-2012

An Ordinance Establishing a Procedure for Appointment of the County Surveyor and Repealing Ordinance No. 16-98

Whereas, 2009 Oregon Laws Chapter 491 provides that, unless provided otherwise by county ordinance, the governing body of the County shall appoint a County Surveyor, and

Whereas, County Ordinance No. 16-98, providing for appointment of a County Surveyor was enacted in 1998 and is still in effect, and

Whereas, it is in the public interest to establish procedures in the County Code for employment of a County Surveyor; now therefore;

The Board of County Commissioners of Clackamas County ordains as follows:

Section 1

The County Code is amended by adding Chapter 2.14 as set forth below in this section:

2.14 COUNTY SURVEYOR

2.14.010 APPOINTMENT OF COUNTY SURVEYOR

A. The County Administrator shall appoint, as County Surveyor, a person who is registered under the laws of the State of Oregon as a registered professional land surveyor, and who otherwise meets the eligibility requirements of ORS 204.016(1).

B. The County Surveyor serves at the pleasure of the County Administrator as an unclassified employee (as defined in Chapter 2.05) under an employment agreement. The County Administrator may accomplish the act of appointment to the office of County Surveyor by entering into a written employment agreement for the position of County Surveyor, and appointment to the office will continue thereafter until the employment relationship is ended by termination of the employment agreement, or by resignation or retirement.

2.14.020 AUTHORITY

The County Surveyor has the authority to perform all the duties of a County Surveyor as set forth in ORS Chapter 209 or in the County Code, and such other duties as may be directed by the County Administrator.

2.14.030 DUTIES

A. The County Surveyor appointed as provided in this Chapter is responsible for performing the duties of office as set forth by ORS Chapter 209, the duties set forth in the County Code, and such other duties as the County Administrator shall determine.

B. The County Surveyor will report to a person designated by the County Administrator.

Section 2

It is the intention of the Board of County Commissioners for this ordinance to provide the manner of appointment and employment of a County surveyor as permitted by 2009 Oregon Laws Chapter 491 (ORS 204.005(2)).

Section 3

Clackamas County Ordinance No.16-98, adopted September 3, 1998, and formerly providing for the method of appointment for the County Surveyor, is hereby repealed.

Section 4

Chapter 2.05.040.3(B)(10) of the County Code is amended as set forth below in this section (new language is underlined):

B. **Unclassified Service:** The unclassified service shall include the following offices and positions:

10. Department directors, and the County Surveyor, under employment contract with the County Administrator.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
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January 5, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Second reading of Ordinance No. 03-2012 repealing Chapter 8.08, Adult Care Homes,
from the Clackamas County Code

Previous to 2009, the County was the "licensing agency" for adult care homes. Regulations for the County as "licensing agency" are currently found in Chapter 8.08 of the County Code. As of 2009, the Oregon Department of Human Services and the Oregon Health Authority are the "licensing agency". The regulations contained in chapter 8.08 of the County Code are no longer in use. The proposed ordinance repeals Code Chapter 8.08. First reading was held December 22, 2011.

Recommendation

Complete the second reading of the ordinance, and adopt it.

Respectfully submitted,

David W. Anderson
Senior County Counsel

For Information on this issue please contact Anja Mundy at 503-655-8362

ORDINANCE NO. 03-2012

**An Ordinance Repealing Chapter 8.08, Adult Care Homes,
from the Clackamas County Code**

WHEREAS, the Oregon Department of Human Services and the Oregon Health Authority are the "licensing agency" for adult care homes as of 2009;

WHEREAS, due to this change, the County no longer is the licensing agency for adult care homes; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.08, Adult Care homes, is hereby repealed from the Clackamas County Code.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

January 5, 2012

Board of Commissioners
Clackamas County

Members of the Board

**Approval of a Substance Abuse Treatment Services Agreement with
Volunteers of America for Outpatient Substance Abuse Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a Substance Abuse Treatment Services Agreement with Volunteers of America for Outpatient Substance Abuse Services to OHP members authorized by Clackamas Mental Health Organization (MHO).

Through this agreement, CCBHD subcontracts services for people who are Oregon Health Plan (OHP) members capitated to Clackamas County. The previous agreement was reviewed by the Board of County Commissioners and approved on April 7, 2011.


Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by CCBHD, Clackamas MHO staff who pre-authorize and monitor services on an on-going basis.

This agreement will be funded with Oregon Health Authority funds. No County General Funds are involved. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project. It is effective January 1, 2012 and terminates on December 31, 2012.

Recommendation

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

Respectfully submitted


Cindy Becker
Director

For information on this issue or copies of attachments,
Please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

SUBSTANCE ABUSE TREATMENT SERVICES AGREEMENT
INTENSIVE TREATMENT AND RECOVERY SERVICES

This Substance Abuse Treatment Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and VOLUNTEERS OF AMERICA, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide substance abuse treatment services to uninsured, indigent residents of Clackamas County who are found eligible for services.

2.0 Term

Services provided under the terms of this agreement shall commence **January 1, 2012**. This agreement shall terminate **December 31, 2012** unless terminated by one or both parties as provided for below. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit A, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.3 Financial Records. CONTRACTOR and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records shall be retained for at least five (5) years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this Agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit D, Compliance with Applicable Law, attached hereto and incorporated herein.

shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this Agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this Agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this Agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this Agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY Not required by COUNTY

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

5.2.4 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.5 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

5.2.6 Insurance Carrier Rating. Coverages provided by CONTRACTOR must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

5.2.7 Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No Agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiring.

5.2.8 Independent Contractor Status. The service or services to be rendered under this Agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

5.3 Controlling State Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried in Clackamas County, Oregon.

5.4 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 CONTRACTOR and COUNTY.

5.5 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

5.6 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.

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

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Agreement:

5.9.1 CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this Agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this Agreement.

c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this Agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this Agreement.

5.9.3 CONTRACTOR shall pay employees at least time and a half for all overtime work performed under this Agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9.5 All employers working under this Agreement are either subject employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

5.10 Integration. This Agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This Agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this Agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the OHP Medicaid Demonstration Project 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 authorized by this Agreement.

6.2.2 The termination, suspension or expiration of the MHO Contract.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the Agreement to accommodate a reduction in funding.

6.2.4 COUNTY has evidence that CONTRACTOR has endangered or is endangering the health or safety of individuals, staff or the public. CONTRACTOR shall ensure the orderly and reasonable transfer of care in progress with individuals and shall work with COUNTY staff to accomplish same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of CONTRACTOR, or the lapse, relinquishment, suspension, expiration, cancellation or termination of CONTRACTOR's insurance as required in this Agreement.

6.2.6 CONTRACTOR's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage CONTRACTOR's affairs, or the judicial declaration that CONTRACTOR is insolvent.

6.2.7 If CONTRACTOR fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this Agreement if CONTRACTOR substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

6.4 Transition. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this Agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Volunteers of America
3910 SE Stark Street
Portland, OR 97214


If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

This Agreement consists of seven (7) sections plus the following attachments, which by this reference are incorporated herein:

- | | |
|-----------|--------------------------------|
| Exhibit A | Compensation and Payment |
| Exhibit B | Scope of Work |
| Exhibit C | Performance Standards |
| Exhibit D | Compliance with Applicable Law |

VOLUNTEERS OF AMERICA

By: 

Kay Tojan, President/CEO
December 15, 2011

Date
3910 SE Stark Street

Street Address
Portland, Oregon 97214

City/State/Zip
(503) 595-2015 / (503) 239-6233

Phone / Fax Numbers

CLACKAMAS COUNTY

Commissioner: Charlotte Lehan, Chair
Commissioner: Jim Bernard
Commissioner: Jamie Damon
Commissioner: Ann Liningier
Commissioner: Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Date

Agreement Effective Date: _____, 20 _____

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January 5, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Amendment to the Intergovernmental Agreement among
Community Development, Service District No. 1 and the Development Agency
for a Sewer Hook-up Program**

The Community Development Division (CDD) of the Health, Housing and Human Services Department requests approval of an Amendment to the Intergovernmental Agreement with Clackamas County Service District No. 1 and Clackamas County Development Agency (CCDA). The original agreement, approved on August 19, 2010, provided the basis for a cooperative working relationship under the authority of ORS 190.010 for the purpose of implementing a Sewer Hook-up Program in the North Clackamas Revitalization Area. The program provides grants to low- and moderate-income homeowners in the target area to pay for septic system decommissioning and sewer connection costs.

Under the terms of the agreement, CDD applied Community Development Block Grant (CDBG) funds up to a not-to-exceed maximum of \$100,000 for 80 percent of the total costs of the program and CCDA provided a 20 percent match of \$25,000.

The original goal was to assist 20 to 30 households. Of the 28 applications received thus far, 17 homeowners have received grants and 4 applications are pending. The average cost per grant is just under \$5,000. Phases one and two of the sewer improvement project are now complete and service is available to approximately 650 properties. When the third phase is completed in 2012 even more homeowners will be potentially eligible to benefit from the grant. The program is now receiving about two or three requests per week. At that rate, the current grant budget will be exhausted in the near future.

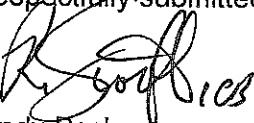
Because of the public benefit and high demand of the program, Clackamas County Service District No. 1 has requested that the program's budget be doubled. CDD would apply an additional \$100,000 in CDBG funds up to a not-to-exceed maximum of \$200,000 for 80 percent of the total costs and CCDA will provide a 20 percent match of \$50,000. The additional funding would provide grants to approximately 25 additional household.

No general fund dollars are involved in this project. County Counsel approved this agreement on July 28, 2010. This amendment changes only the dollar amount.

Recommendation

We recommend approval of this Intergovernmental Agreement and that Cindy Becker be authorized to sign all related documents on behalf of the Board of County Commissioners.

Respectfully submitted,


Cindy Becker
Director

For more information on this issue or copies of attachments
please contact Gloria Lewton at 503-655-8591.

Healthy Families. Strong Communities.

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
 BETWEEN CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES DEPARTMENT
 COMMUNITY DEVELOPMENT DIVISION, CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
 AND CLACKAMAS COUNTY DEVELOPMENT AGENCY**

DIVISION: Community Development

DHS Contract Number: CD-17-10/11
 Board Agenda Number: 081910-A6
 Original Agreement Dated: August 19, 2010

Amendment Requested by: Cindy Becker

Changes: () Scope of Work (X) Contract Budget
 () Contract Time () Other

This First Amendment to the Intergovernmental Agreement between Clackamas County Health, Housing & Human Services Department Community Development Division, Clackamas County Service District No. 1 and Clackamas County Development Agency (the Parties) modifies the Intergovernmental Agreement among the Parties dated as of August 19, 2010 ("Agreement").

The parties hereby agree that Section III. PROJECT BUDGET, Paragraph A. is amended to read:

“CDD will apply CDBG funds for 80% of the total cost for the PROGRAM up to a not to exceed maximum amount of \$200,000.00. The balance of the funds shall be provided by CCDA.”

All other provisions of the Agreement will remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date it is signed by all parties.

Clackamas County
 Service District No. 1

Clackamas County
 Development Agency

Clackamas County
 Community Development Division



 Michael S. Kuenzi, Director



 Dan Johnson, Agency Manager



 Chuck Robbins, Director

Date 11/29/11

Date 12/5/2011

Date 12/13/11

CLACKAMAS COUNTY

- Commissioner Charlotte Lehan, Chair
- Commissioner Jim Bernard
- Commissioner Jamie Damon
- Commissioner Ann Lininger
- Commissioner Paul Savas

Signing on Behalf of the Board.

 Cindy Becker, Director
 Health, Housing & Human Services Department

 Date



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with OBEC Engineers for Consulting Engineering Services for the
Replacement of the Salmon River (Elk Park Road) Bridge**

Salmon River (Elk Park Road) Bridge is currently a one-lane steel truss bridge that is the only access to homes on the westerly side of Salmon River at this location. This bridge is load restricted and is currently posted at 19 tons. The County intends to replace the bridge with a new two lane bridge. Due to the current condition of the bridge, this project has qualified for Federal Highway Bridge Program funds.

The purpose of this contract is to hire a consultant to design a replacement bridge across the Salmon River. Staff has reviewed professional services proposals submitted by design consultants and selected OBEC Engineering as the highest rated proposer. The proposed contract is for \$507,786.

County Counsel has reviewed and approved this contract.

Recommendation

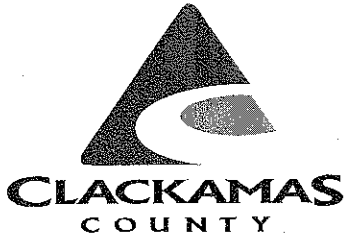
Staff respectfully recommends that the Board approves and signs the contract with OBEC Engineering for consulting engineering services for the replacement of the Salmon River (Elk Park Road) Bridge.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on Board Agenda January 5, 2012
By Purchasing Division

For information on this issue or copies of attachments
please contact Vince Hall at (503) 742-4650



LANE MILLER
MANAGER

PURCHASING DIVISION

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

January 5, 2012

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of January 5, 2012, this contract with OBEC Consulting Engineers for **Consulting Engineering Services for the Replacement of the Salmon River (Elk Park Road) Bridge**. This project was requested by Vince Hall, DTD Project Manager, and was publicly advertised in accordance with ORS 279. Eight proposal responses were received: David Evans & Associates, Harper Houf Peterson Righellis, Hatch Mott MacDonald, Mead & Hunt, OBEC Consulting Engineers, Otak, Parametrix, and Quincy Engineering. A selection panel reviewed and evaluated the Request for Proposals based on the selection criteria outlined in the RFP documents. OBEC Consulting Engineers was the highest ranking firm and was selected to enter into contract. The contract amount is not to exceed \$506,993.19. The contract term is from contract execution through December 31, 2015. Funds for this project are budgeted under account line 416-2433-02105-481180-22144 for fiscal years 2011/2012, 2012/2013, 2013/2014, and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff

CONTRACT WITH OBEC CONSULTING ENGINEERS FOR CONSULTING ENGINEERING SERVICES FOR THE REPLACEMENT OF THE SALMON RIVER (ELK PARK ROAD) BRIDGE

This contract is entered into by and between Clackamas County, hereinafter referred to as the COUNTY, and **OBEC CONSULTING ENGINEERS**, hereinafter called the CONTRACTOR, to provide **CONSULTING ENGINEERING SERVICES FOR THE REPLACEMENT OF THE SALMON RIVER (ELK PARK ROAD) BRIDGE** as described in the attached Proposal Response, which by this reference is hereby made part of this contract. The following provisions shall comprise this contract:

I. COMPENSATION

A. The maximum amount payable to CONTRACTOR for services completed under this contract, which includes the amount of any allowable and reimbursable expenses, is **\$506,993.19**, as detailed further in Section 9, Compensation. The payment methodology and basis for payment to CONTRACTOR is described in Section 9, Compensation. CONTRACTOR shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.. Work shall be performed in accordance with a schedule approved by the COUNTY. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. **This agreement begins upon contract execution and continues through December 31, 2015, inclusive.**

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

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

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

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279C 520 (3), which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

II. SERVICES TO BE PROVIDED

The CONTRACTOR shall provide **CONSULTING ENGINEERING SERVICES FOR THE REPLACEMENT OF THE SALMON RIVER (ELK PARK ROAD) BRIDGE** as set forth in the Request

for Proposals (Section 1) dated **January 24, 2011**, the Proposal Response of the CONTRACTOR (Section 4) dated **February 15, 2011**, and the Negotiated Scope of Work (Section 11) dated **October 24, 2011**.

III. CONSTRAINTS

The CONTRACTOR agrees:

A. If the services to be provided pursuant to Section II are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. This contract is expressly subject to all applicable State and Federal contracting laws and further, is expressly subject to the debt limitation of Oregon counties set forth in Article XI, section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

C. Pursuant to the requirements of ORS 279C.520 and Article XI, Section 10 of the Oregon Constitution, the following terms and conditions are made a part of this agreement.

1. The CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper office representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this agreement.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279C.520 which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. The CONTRACTOR shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. Reserved

6. The CONTRACTOR shall indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees and agents.

D. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

E. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

F. Responsibility of CONTRACTOR.

1. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by the CONTRACTOR under the contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.

2. The COUNTY'S review, approval or acceptance of, or payment for, the Services required under the contract shall not be construed to operate as a waiver of any rights under the contract or of any cause of action arising out of the performance of the contract, and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S negligent performance of any of the Services furnished under the contract or negligent failure to perform any of the Services under the contract.

3. The rights and remedies of the COUNTY provided for under the contract are in addition to any other rights and remedies provided by law.

4. If the CONTRACTOR is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the contract.

G. Design Within Funding Limit.

1. The CONTRACTOR shall accomplish the design Services required under the contract so as to permit construction of the project within the COUNTY'S budget for construction. The COUNTY'S budget for construction of the project is **approximately \$2,000,000.00**. The CONTRACTOR shall promptly advise the COUNTY'S Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review the CONTRACTOR'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope

or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or the COUNTY may adjust such estimated construction contract price.

2. Prior to releasing the bid for the construction contract, the COUNTY will prepare an estimate of constructing the design submitted. If the COUNTY's estimator(s) determines the CONTRACTOR's design exceeds the COUNTY's budget for the construction contract as set forth in Section (1) above {and as may be revised per Section (1) above}, then CONTRACTOR shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the contract. However, the CONTRACTOR shall not be required to perform such additional Services at no cost to the COUNTY if the CONTRACTOR's design exceeds the COUNTY's budget {as set forth in Section (1) above} as a result of conditions beyond the CONTRACTOR's reasonable control.

IV. INSURANCE REQUIREMENTS

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

B. If the CONTRACTOR will use motor vehicles in the course of providing the services outlined in the Proposal Response, the CONTRACTOR shall furnish the COUNTY evidence of automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage coverage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.

C. If the services to be provided pursuant to the Proposal Response are professional and/or consultative, CONTRACTOR shall furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omission coverage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the performance of the CONTRACTOR or the CONTRACTOR'S agents or employees under this contract. The COUNTY, at its option, may require a complete copy of the above policy.

D. The CONTRACTOR is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the CONTRACTOR has the assistance of other persons in the performance of this contract, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.407. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

E. The insurance, other than professional liability and workers compensation insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the County as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s)

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

V. SUBCONTRACTS

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work.

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

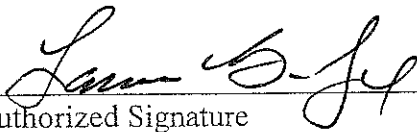
VI. TERMINATIONS AND AMENDMENTS

- A. This contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B. This contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.
- C. This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

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

OBEC Consulting Engineers
920 Country Club Road, Suite 100 B
Eugene, OR 97401

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS



Authorized Signature

Commissioner Charlotte Lehan, Chair

LAURENCE H. FOX, PRESIDENT

Name, Title

Recording Secretary

12/9/2011

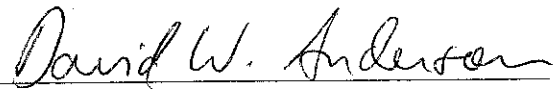
Date

Date

Telephone/Fax Number

APPROVED AS TO FORM

Federal Tax ID Number



County Counsel

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, December 22, 2011 – 10:00 AM

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

PRESENT: Commissioner Jim Bernard
Commissioner Ann Lininger
Commissioner Paul Savas
Commissioner Jamie Damon

EXCUSED: Commissioner Charlotte Lehan

~Pledge of Allegiance~

Commissioner Lehan is out of the office and will not be in attendance for today's Business Meeting; Commissioner Bernard will serve as Chair.

I. PRESENTATION

1. Presentation of the Clackamas County Government Channel Programming Awards for 2011
Debbie McCoy and Steve Lobel presented the staff report. They showed a short video showcasing some of the award winning programs produced from the Clackamas County Government Channel.

The Board thanked Debbie, Steve and all the staff from Public and Government Affairs Office for all the great work they do for Clackamas County and its citizen.

II. PUBLIC HEARINGS

1. First Reading of Ordinance No. **01-2012** Amending Chapter 2.08, Ballot Measure 37
Claim Processing Procedure Authorization from the Clackamas County Code

David Anderson, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Lininger: I move we read the ordinance amending chapter 2.08, Ballot Measure 37 Claim Processing Procedure Authorization from the Clackamas County Code by title only.

Commissioner Savas: Second.

Chair Bernard – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Bernard: Aye.

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

Chair Bernard asked Clerk to assign a number and read the Ordinance by title only.

The Clerk assigned Ordinance No. 01-2012 and read it by title.

Chair Bernard announced the second reading of Ordinance No. 01-2012 will be at the January 5, 2012 Business Meeting.

2. First Reading of Ordinance No. **02-2012** Adding Chapter 2.14, County Surveyor, to the Clackamas County Code

David Anderson, County Counsel presented the staff report.

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Savas: I move we read the ordinance adding chapter 2.14, County Surveyor, to the Clackamas County Code by title only.

Commissioner Damon: Second.

Chair Bernard – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Bernard: Aye.

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

Chair Bernard asked Clerk to assign a number and read the Ordinance by title only.

The Clerk assigned Ordinance No. 02-2012 and read it by title.

Chair Bernard announced the second reading of Ordinance No. 02-2012 will be at the January 5, 2012 Business Meeting.

3. First Reading of Ordinance No. **03-2012** Repealing Chapter 8.08, Adult Care Homes, from the Clackamas County Code

David Anderson, County Counsel presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Damon: I move we read the ordinance repealing chapter 8.08, Adult Care Homes, from the Clackamas County Code by title only.

Commissioner Lininger: Second.

~Board Discussion~

Chair Bernard – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Bernard: Aye.

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

Chair Bernard asked Clerk to assign a number and read the Ordinance by title only.

The Clerk assigned Ordinance No. 03-2012 and read it by title.

Chair Bernard announced the second reading of Ordinance No. 03-2012 will be at the January 5, 2012 Business Meeting.

~Board Discussion~

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

IV. CITIZEN COMMUNICATION

Susan Hansen, PO Box 50, Molalla – read a letter from the Hamlet of Molalla Prairie regarding a grant to study the Forest road south of Molalla as a truck bypass.

Yvonne Lazarus, 2063 SE Torbank, Milwaukie spoke about a Clackamas Review article regarding Milwaukie light rail.

Neal Reisner, Gladstone spoke regarding the location of the Gladstone/Oak Grove library – suggested the old GI Joes building on McLoughlin.

Jim Knapp, Oak Grove spoke regarding the light rail petition to bring this issue to a vote.

Mack Woods, Canby, spoke regarding the pledge of allegiance and freedom of speech.

Eugene Schoenheit, Milwaukie spoke about the Study Session on Tuesday regarding AMR's request for a fuel increase.

Ida Marie Davis, Canby, spoke about right to vote for light rail.

Les Poole, Milwaukie spoke about the Milwaukie light rail issue.

V. CONSENT AGENDA

MOTION:

Commissioner Savas: I move we approve the Consent Agenda.

Commissioner Damon: Second.

Chair Bernard – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Bernard: Aye.

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

A. Health, Housing & Human Services

1. Approval of Amendment No. 4 to the Intergovernmental Agreement with the State of Oregon Department of Human Services for the Operation of the JOBS Program – CSCC
2. Approval of a Behavioral Health Services Agreement with Albertina Kerr Centers for a Variety of Intensive Community-Based Mental Health Services for Children – BH
3. Approval of a Behavioral Health Services Agreement with Cascadia Behavioral Healthcare for a Variety of Intensive Community-Based Mental Health Services – BH
4. Approval of a Behavioral Health Services Agreement with Youth Villages, Inc. for a Variety of Mental Health Services – BH
5. Approval of a Behavioral Health Services Agreement with Lake Oswego Counseling Center for Outpatient Mental Health Services - BH
6. Approval of a Contract for Office Furnishings for the Community Health Primary Care Clinic and the Community Health Crisis Care Clinic with Pacific Office Furnishings - FIN

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Technology Services

1. Approval of a Contract with Siemens Communications Inc. for Purchase of a HiPath 4000 Telephone Voice Server

VI. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business/> 122211 – 53.09

Commissioner Savas made a motion to craft something to put to the voters on the light rail issue.

There was no second.

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/>



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

January 5, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Execution of Purchase and Sale Agreement for Property between
Mr. Silvio Carli and Clackamas County Service District No. 1

On November 8, 2011 the Clackamas County Board of Commissioners discussed in executive session the purchase of the Carli Property by Clackamas County Service District No. 1 (District) for the purpose of constructing a regional water quality improvement facility. Approval to acquire the property was contingent on approval by the District's governing board.

Mr. Carli owns approximately 15 acres along the Clackamas River in the Hwy 212-Jennifer Street commercial/industrial area. The property is undeveloped and has been farmed since Mr. Carli purchased the property in 1947.

In the early 90's localized flooding and adverse impacts to from stormwater runoff from the industrial area draining to Cow and Carli Creek forced the District to focus on water quality issues in the watershed and seek solutions for the poor condition of the local infrastructure, and meet MS4 permit requirements governing discharges into the Clackamas River. After investigating options, the District identified the 15 acre Carli property as the best potential site in its 1994 Stormwater Master Plan to provide a regional water quality treatment facility to protect the Clackamas River water quality and serve future development in the Hwy 212-Jennifer Street commercial/industrial area. Unfortunately, staff efforts to secure the property failed and the mitigation efforts were placed on hold. This property has remained in the District's plans but the decision was made to not to condemn the property to acquire it.

The Hwy 212-Jennifer Street commercial/industrial area is currently served by infrastructure that conveys stormwater flows from impervious surfaces to three existing outfalls, all of which discharge directly to the Clackamas River. This system drains approximately 762 acres of industrial development south of the Hwy 212 corridor. Two of these outfalls drain directly through the Carli property. All three outfalls discharge untreated stormwater directly upstream of the intakes for most of the region's water supply. The downstream water treatment plants

are primary potable water sources for Clackamas River Water (CRW), Sunrise Water Authority, Oak Lodge, South Fork Water, and Lake Oswego. CRW and Sunrise's water intake is located directly at the mouth of Carli Creek where two of the area's stormwater outfalls are located.

Last winter, the property owner, Mr. Carli, approached the County to explore whether the County had interest in purchasing the property as the Development Agency owns the adjacent Capps Road property. The Agency had no interest in the property as a potential industrial/commercial site and referred Mr. Carli to WES. WES representatives met with the Carli family to discuss the property and performed an appraisal in January 2011 prior to entering into preliminary negotiations. Attached are maps of the property and surrounding area.

WES staff had numerous internal discussions to weigh the long-term cost-benefit of moving forward with the purchase of the property. The appraisal set the value of the property at \$290,000. Though protracted discussions with the Carli family both parties reached a deal for the purchase of the property for \$500,000. Staff supports a purchased price greater than the assess value based on the strategic importance of the site as outlined herein and from the fact that if the District utilized condemnation proceedings to acquire the property, the total award and legal expenditures would likely reach the same \$500,000 figure. The price per acre of \$33,300 is consistent with adjacent property purchases in this industrial/commercial area for raw land.

In addition to the regional water quality facility, two near term non-District economic development efforts could directly benefit from the CCSD#1's acquisition of the property: (i) the Development Agency's re-development of the Capps Road area and (ii) ODOT's Sunrise Corridor project. In both of these efforts these agencies will need to reduce and/or mitigate their impacts on the water quality of the Clackamas River. The Carli property potentially provides a means for mitigating the impacts of these efforts on a regional basis, directly increasing the developable industrial land at the Capps Road site, and reducing any additional industrial land that may be taken out of the inventory with the Sunrise Corridor construction. The District has been exploring the potential of co-locating its maintenance operation and a regional decant facility within District boundaries. Staff is exploring whether the industrial zoned portion of the Carli site may potentially serve this need and whether it would be cost-effective.

This has been reviewed and approved by County Counsel.

RECOMMENDATIONS

- Staff respectfully recommends the execution of Purchase and Sale Agreement for between Mr. Silvio Carli and Clackamas County Service District No. 1 for the purpose of constructing a regional water quality improvement facility.

Sincerely,



Michael S. Kuenzi, Director
Clackamas County Service District No. 1

MK/lmr

Attachment

For more information on this issue or copies of the attachments please contact

Trista Crase at 503-742-4566