



AGENDA

Thursday, August 16, 2012 - 6:30 PM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-78

I. CALL TO ORDER

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

II. 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.)*

III. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1892 – Approval of the Housing Authority’s Certification for the Section 8 Management Assessment Program

IV. 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

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. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Metro to Receive Funding for Provisions of Staffing to Support Waste Reduction Assistance for Multifamily Communities
2. Approval of a Contract with S&K Painting Inc. for the Salmon River (Brightwood Loop Road) Bridge Painting Project

B. Finance Department

1. Approval of a Requirement Contract with Stein Oil Company Inc. for Fuel for Clackamas County Fleet Services

C. Elected Officials

- 5 1. Approval of Previous Business Meeting Minutes – BCC
- 6 2. Approval of an Intergovernmental Agreement between Clackamas County Records Management and the City of Lake Oswego to Provide Microfilm Services - CLERK

D. Administration

- 7 1. Board Order No. _____ Approving the Receipt of National Forest Related Safety Net Payments Under PL 110-343 for Fiscal Year 2012
- 8 2. Board Order No. _____ Approving the Receipt of O&C Land Related Safety Net Payments Under PL 110-343 for Fiscal Year 2012
- 9 3. Approval of a Memorandum of Understanding with the City of Lake Oswego Regarding Future Framework Planning for Stafford

E. Business & Community Services

- 10 1. Approval of an Intergovernmental Agreement with the Clackamas Education Service District to Provide Data Center Services to the Clackamas County Library Network

VI. WATER ENVIRONMENT SERVICES

- 11 1. Approval of Amendment No. 2 to the Engineering Services Agreement between Clackamas County Service District No. 1 and Kennedy/Jenks Consultants for the Hoodland WPCP Emergency Outfall Repair

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove 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/>

August 16, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

**Resolution No. 1892: Approval of the Housing Authority's Certification for the
Section 8 Management Assessment Program**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1892 to approve and submit HACC's Section 8 Management Assessment Program Certification (SEMAP).

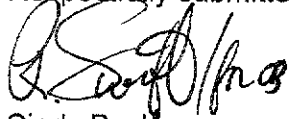
The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well a Housing Authority is administering the Section 8 tenant-based assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings: High Performer, with a score of 90% or higher; Standard Performer, with a score between 60% and 89%; or Troubled Housing Authority, with a score below 60%. HACC has an opportunity to respond if there are any significant findings by HUD. Last year, HACC was rated a high performer with a score of 96%.

A copy of HACC's SEMAP form is attached. HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution 1892 shows the Board approves of our SEMAP submission and gives HACC the authority to submit it to HUD.

Recommendation:

Staff recommends that the Board approve Resolution 1892 and the attached Certification for SEMAP and that the Executive Director of the Housing Authority be authorized to submit the Certification to HUD.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mary-Rain O'Meara at 503-655-8279

BEFORE THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of Approving for the
Certification for the Section 8
Management Assessment
Program (SEMAP)

RESOLUTION NO. 1892

WHEREAS, the Housing Authority of Clackamas County (HACC) must annually provide a self-assessment relating to the Section 8 tenant-based assistance program, and

WHEREAS, the fourteen indicators that will be assessed as well as the deconcentration bonus indicator, are listed on the attached Certification form, and

WHEREAS, the Certification form is to be submitted to the U. S. Department of Housing and Urban Development,

NOW, THEREFORE BE IT RESOLVED that the attached Certification for the Section 8 Management Assessment Program (SEMAP) is approved, and the Executive Director of the Housing Authority is authorized to submit the Certification to the U. S. Department of Housing and Urban Development.

DATED this 16th day of August, 2012.

BOARD OF COMMISSIONERS OF THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

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Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Toni Karter (MM4139)

PIC Main

SEMAP

KDHAP

Logoff

Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2012

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar

unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response At least 98% of units sampled 80 to 97% of units sampled
 Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response At least 90% of files sampled 80 to 89% of files sampled
 Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes No

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response Yes No

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response At least 98% of cases sampled Less than 98% of cases sampled

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))
 Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes No

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ASSESSMENT Profile Reports Submission

List	Summary	Certification	Profile	Comments
Field Office:	0EPH PORTLAND PROGRAM CENTER			
Housing Agency:	OR001 Clackamas			
PHA Fiscal Year End:	6/30/2012			

- SEMAP
- KDHAP
- Logoff

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes No

FMR Area Name

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR 1-BR FMR 2-BR FMR 3-BR FMR 4-BR FMR

PS PS PS PS PS

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response Yes No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response Yes No

12 Annual HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response Yes No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (if not applicable, leave blank)

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

0

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes No

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[Deconcentration Addendum](#)

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 COPY ²

Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

August 16, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVING INTERGOVERNMENTAL AGREEMENT WITH METRO TO RECEIVE
FUNDING TO BE USED SOLELY FOR PROVISION OF STAFFING TO SUPPORT
WASTE REDUCTION ASSISTANCE FOR MULTIFAMILY COMMUNITIES

Metro has approved the County's annual Waste Reduction Plan as required by the Regional Solid Waste Management Plan (RSWMP). Metro redistributes funds earned from disposal of garbage at Metro's owned and franchised facilities to local governments for outreach and education. The regional distribution of funds is calculated based on the population and the number of employees in each jurisdiction. Cities within the County are eligible for these funds. The County, through a series of agreements, performs the annual responsibilities of the RSWMP as outlined in the Waste Reduction Plan for the Cities of Barlow; Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated to those jurisdictions by Metro.

In addition to the annual funds, Metro has allocated an additional \$16,000 to be used by June 30, 2013. This money is to be used solely for provision of additional staffing to support waste reduction assistance for multifamily communities. A part-time temporary position will fulfill this requirement for direct outreach to multifamily communities within Clackamas County during the remainder of this fiscal year.

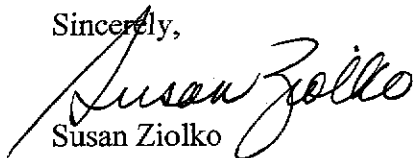
The intergovernmental agreement has been reviewed and approved by County Counsel.

In order to receive the funding, the Board must sign the attached intergovernmental agreement.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners sign the Intergovernmental Agreement with Metro to fund waste reduction assistance for multifamily communities. We request this item be placed on the agenda as a consent item.

Sincerely,


Susan Ziolk
Sustainability Supervisor

For information on this issue or copies of attachments
please contact Rosalynn Greene at (503) 742-4465

Intergovernmental Agreement

including attorney fees, arising out of or in any way connected with, County's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For County:
Rick Winterhalter
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045

For Metro:
Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For County:
Rosalynn Greene
Clackamas County
150 Beaver Creek Rd.
Oregon City, OR 97045
(503) 742-4466

For Metro:
Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232
(503) 797-1647

County may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

Intergovernmental Agreement

Metro Contract No. 931392

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as "County", whose address is 150 Beaver Creek Road, Oregon City, Oregon 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in providing outreach services for multifamily properties.

2. Term. This Agreement shall be effective on the date of the last signature and shall remain in effect through June 30, 2013 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.

4. Payment. Metro shall pay County SIXTEEN THOUSAND AND NO/100THS DOLLARS (\$16,000.00) in the manner and at the time designated in the Scope of Work.

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses,



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date

Intergovernmental Agreement

Scope of Work

- A) Term: July 1, 2012 through June 30, 2013
- B) Conditions: Funding provided through this Agreement shall be used solely for provision of staffing to support waste reduction and recycling outreach and assistance for multifamily communities within the boundaries of Clackamas County. Staffing may be obtained in one or more of the following ways:
1. Hiring of temporary personnel or contractor in accordance with County's internal policies
 2. Paid internship

C) County Responsibilities:

County shall:

1. Develop a recruitment or proposal listing specific tasks and activities required of the position and the dates of expected employment.
2. Submit the recruitment or proposal to Metro for approval prior to release.
3. Recruit, hire, train, and supervise staff to provide outreach assistance to multifamily communities within Clackamas County.
4. Provide supplies, workspace and resources necessary for activities associated with this project.
5. Provide to Metro, no later than August 1, 2013, a final report describing the activities performed as a result of this Agreement including but not limited to:
 - On-site technical assistance
 - Delivery of educational materials
 - Outreach to property managers
 - Staffing of events

D) Metro Responsibilities.

Metro shall:

1. Provide assistance to the County as needed to develop, execute, monitor and evaluate the services provided through this agreement.
2. Provide County with a reporting template at least 30 days prior to contract expiration.

E) Budget and Terms of Payment:

1. Upon completion of section C) 1. and C) 2. of this Scope of Work, Metro shall pay County SIXTEEN THOUSAND AND NO/100THS DOLLARS (\$16,000.00) in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County's invoice.



3

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 S&K Painting Inc. for the
Salmon River (Brightwood Loop Road) Bridge Painting Project**

This project will remove and replace the paint on the steel truss that was constructed in 1929. The paint on the steel truss is failing and needs to be replaced to protect the steel truss from corrosion. The bridge will be closed during painting and traffic will be detoured around the bridge.

Staff advertised the Salmon River (Brightwood Loop Road) Project for competitive bids. The lowest responsive bidder was S&K Painting Inc, with a bid of \$262,500. This project is funded by the County Road Fund.

The contract has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board approve and sign the contract with S&K Painting Inc. for the Salmon River (Brightwood Loop Road) Bridge Painting Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the August 16, 2012 agenda by the Purchasing Division.

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

4

MARC GONZALES
DIRECTOR



DEPARTMENT OF FINANCE

Board of County Commissioners
Clackamas County

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

Members of the Board:

**APPROVAL OF A REQUIREMENTS CONTRACT WITH STEIN OIL COMPANY INC.
FOR FUEL FOR CLACKAMAS COUNTY FLEET SERVICES**

Clackamas County owns, maintains and operates a diverse fleet of over 1,000 vehicles and pieces of equipment which require various fuel types. Fuel products used include gasoline, diesel and bio-diesel. The amount used in a year is approximately 419,000 gallons of gasoline and 185,000 gallons of diesel/bio-diesel.

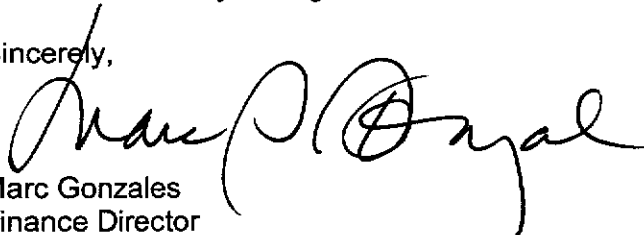
Clackamas County requires that a contract for acquisition of fuel products be sought at regular intervals. Fleet Services, the division responsible for seeking the contract, initiated a Request for Proposals through the Purchasing Division which was advertised on June 18, 2012. The one (1) responsive and responsible proposal received at the time of closing on July 10, 2012 was from Stein Oil Company Inc. This response was evaluated based on the criteria listed in the Request for Proposal by the Fleet Services staff. Based upon those criteria, the proposal from Stein Oil Company Inc. met the County's fuel requirements. The term of this requirements contract is for one year with the potential of renewal for four (4) additional one year terms.

Fleet Services has budgeted \$2,940,000 in FY 2012/2013 for fuel for County vehicles and equipment and County Counsel has approved the contract.

RECOMMENDATION

Staff respectfully recommends the Board approve the contract with Stein Oil Co. Inc. for Clackamas County fueling needs.

Sincerely,



Marc Gonzales
Finance Director

For information on this issue please contact John Stockham at (503) 650-3222

Placed on the Agenda of August 16th, 2012 by the Purchasing Division

6



CLACKAMAS COUNTY

Office of County Clerk

SHERRY HALL
CLERK

2051 KAEN ROAD, 2ND FLOOR
OREGON CITY, OR 97045
503.650.5686
FAX 503.650.5687

August 1, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY RECORDS MANAGEMENT
AND THE CITY OF LAKE OSWEGO
TO PROVIDE MICROFILM SERVICES

The Office of County Clerk/Records Management Department requests approval of the attached Intergovernmental Agreement for microfilm services to the City of Lake Oswego.

Clackamas County Records Management will convert documents to microfilm as described in Attachment A of the agreement. All microfilm produced shall comply with the technical standards prescribed in OAR Chapter 166, Division 25, for the production of long-term and security microfilm.

The term of this Intergovernmental Agreement is from July 1, 2012 and through June 30, 2013. The City of Lake Oswego has budgeted \$15,500 for their total expenditures under this agreement.

RECOMMENDATION

The Office of the County Clerk /Records Management respectfully recommends that the Board approve the Intergovernmental Agreement between the City of Lake Oswego and Clackamas County Records Management.

Respectfully Submitted,

Sherry Hall
County Clerk

Board Of Property Tax Appeals
2051 Kaen Road, 2nd Floor
Oregon City, OR 97045
503.655.8662
FAX 503.650.5687

Elections Division
1710 Red Soils Court, Suite 100
Oregon City, OR 97045
503.655.8510
FAX 503.655.8461

Recording Division
2051 Kaen Road, 2nd Floor
Oregon City, OR 97045
503.655.8551
FAX 503.650.5688

Records Management Division
270 Beavercreek Road, Suite 200
Oregon City, OR 97045
503.655.8323
FAX 503.655.8195

**CLACKAMAS COUNTY AND CITY OF LAKE OSWEGO
INTERGOVERNMENTAL AGREEMENT
FOR MICROFILMING SERVICES**

I. Purpose

This agreement is entered into between Clackamas County (COUNTY) and City of Lake Oswego (CITY) under the authority of ORS 190.010.

II. Scope of Work and Cooperation

The COUNTY and CITY shall perform the duties described in Attachment A, the terms of which are incorporated by this reference.

III. Compensation

Microfilming costs will be based on the estimates identified in Attachment C, which is incorporated by this reference. Actual costs will be determined and paid after microfilming tasks are completed. The parties agree that under no circumstances will the costs exceed the budget limitations specified in Attachment B, which is incorporated by this reference.

Film will be inspected by the CITY for acceptance before payment is rendered. Once the film has been accepted, payment will be rendered promptly. COUNTY will re-film any corrections required at no extra expense to CITY.

IV. Contract Documents

The contract documents consist of this Intergovernmental Agreement base form, as well as:

Attachment A Scope of Work and Proposal

Attachment B Microfilming requirements and budgets

Attachment C Estimates for microfilming provided by Clackamas County

V. Government Contracting Special Requirements

- A. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- B. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

- C. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.
- D. 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- E. This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.
- F. Modifications to this Agreement are valid only if made in writing and signed by all parties.

VI. Term of Agreement

This agreement becomes effective as of July 1, 2012 and shall terminate on June 30, 2013.

CLACKAMAS COUNTY

CITY OF LAKE OSWEGO

Charlotte Lehan, Chair
Board of County Commissioners

David Donaldson
David Donaldson
City Manager

Date

7-25-2012
Date

Mary Raethke, Recording Clerk

Approved as to Form:

Approved as to Form:

David W. Anderson
David Anderson, Assistant County Counsel

Evan Boone
Evan Boone, Deputy City Attorney

8/6/2012
Date

Date: 7/24/2012 10:32:24 AM



7
STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

August 16, 2012

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Approving the Receipt of National Forest Related
Safety Net Payments Under P.L. 110-343 for Fiscal Year 2012**

In 1908, Congress enacted and subsequently amended a law requiring that 25% of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated to benefit public schools and roads.

The principal source of revenues from National Forest lands is from the sale and removal of timber, which has been sharply curtailed with a corresponding decline in revenues shared with counties. In order to create stable education and road maintenance funding through predictable payments to affected counties, Congress enacted Public Law (P.L.) 106-393 in 2000, which is also known as the "Secure Rural Schools and Community Self-Determination Act of 2000." This law created guaranteed minimum payments to those counties, as well as the opportunity to invest a portion of the payments in projects on federal lands or in county projects or activities.

P.L. 106-393 allowed counties to elect to receive their traditional share of revenues from National Forest lands or receive the guaranteed minimum amount, also known as the "full payment amount." Since 2001, Clackamas County has elected to receive the full payment amount for National Forest lands. Clackamas County is required to expend no less than 15 and no more than 20% of its full payment of National Forest lands as project funds. The projects are nominated by local resource advisory committees (RACs) and benefit resources on federal lands.

Clackamas County is required to designate one or more RAC to receive a percentage of Project Funds allocated to Title II of P.L. 110-343 projects and has selected the Hood/Willamette RAC to receive available project funds.

RECOMMENDATION:

Adopt the attached order for the receipt and allocation of National Forest related safety-net payments. If adopted, the attached Board Order will be implemented and funds allocated in accordance with the requirements of P.L. 110-343. Your favorable consideration is requested.

Sincerely,

Steve Wheeler
County Administrator

For information on this issue or copies of attachments,
please contact Nancy Newton at 503-742-5918

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

In the Matter of the FFY 2012
Elections for **National Forest**
Related Safety-Net Payments



Order No.
Page 1 of 2

WHEREAS, Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads; and

WHEREAS, the principal source of revenues from National Forest lands is from the sale and removal of timber, which has been curtailed in recent years with a corresponding decline in revenues shared with counties; and

WHEREAS, the United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties and to achieve that goal enacted the Secure Rural Schools and Community Self-Determination Act of 2000, which has been amended and re-authorized for FFY 2012 ("SRS 2012"); and

WHEREAS, SRS 2012 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities; and

WHEREAS, Title I of SRS 2012 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911 (the "25-percent payments"), or instead to receive a share of the guaranteed state payment (the "full county payment amount"); and

WHEREAS, any county electing to receive a full county payment amount of \$100,000 or more must further elect to expend an amount not less than 15 percent nor more than 20 percent of its full county payment amount as project funds; and

WHEREAS, Title I of SRS 2012 requires that counties electing to receive the full county payment must allocate their project funds for expenditure between projects in accordance with Title II and Title III, and return the balance of project funds unspent under Titles II and III to the Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of Agriculture; and

WHEREAS, Title II provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local advisory committees ("RACs"); and

WHEREAS, RACs recommend projects for consideration by the Secretary of Agriculture, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties; and

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

In the Matter of the FFY 2012
Elections for **National Forest**
Related Safety-Net Payments



Order No.
Page 2 of 2

WHEREAS, counties that allocate funding to projects under Title II, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC; and

WHEREAS, Title III provides for county projects, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, fire prevention and planning under the Firewise Communities program, and development of community wildfire protection plans; and

WHEREAS, a county with a full county payment of \$350,000 or more may not allocate more than 7 percent of its full county payment amount for Title III project.

NOW, THEREFORE, it is hereby ordered:

1. Clackamas County has previously agreed to receive the guaranteed minimum full county payment amount.
2. Clackamas County hereby allocates 15 percent of its full county payment amount for expenditure on projects under the Title II and Title III. Clackamas County will return none (zero percent) of its full county payment amount to the Treasury of the United States.
3. Of the percent allocated to Title II and Title III projects above in paragraph 2, Clackamas County further allocates between such Titles for FFY 2012 (for expenditure after FFY 2012) on the following basis: 8 percent of the full county payment amount for expenditure on Title II projects and 7 percent of the full county payment amount for expenditure on Title III projects.
4. Of the amount of project funds allocated to Title II projects, Clackamas County further allocates between RACs as follows: 100 percent to the Hood/Willamette RAC.
5. The original or a certified copy of this Order shall be transmitted to Kevin Q. Davis, Attorney, sent to the following address: One SW Columbia Street, Suite 1600, Portland, OR 97258.

ADOPTED this 16th day of August, 2012.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Charlotte Lehan, Chair

Recording Secretary



STEVE WHEELER
COUNTY ADMINISTRATOR

OFFICE OF THE COUNTY ADMINISTRATOR

August 16, 2012

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order Approving the Receipt of O&C Land Related
Safety Net Payments Under P.L. 110-343 for Fiscal Year 2012**

In 1937, Congress enacted and subsequently amended a law requiring that 75% of the revenues derived from revested Oregon and California Railroad grant lands ("O&C Lands") be paid to counties in which the lands are situated, of which 50% has been available for use as general county funds.

The principal source of revenues from O&C Lands is from the sale and removal of timber, which has been sharply curtailed with a corresponding precipitous decline in revenues shared with counties. In order to create stable education and road maintenance funding through predictable payments to affected counties, Congress enacted Public Law (P.L.) 106-393 in 2000, which is also known as the "Secure Rural Schools and Community Self-Determination Act of 2000." This law created guaranteed minimum payments to those counties, as well as the opportunity to invest a portion of the payments in projects on federal lands or in county projects or activities.

P.L. 106-393 allowed counties to elect to receive their traditional share of revenues from O&C Lands or receive the guaranteed minimum amount, also known as the "full payment amount." Since 2001, Clackamas County has elected to receive the full payment amount for O&C Lands. Clackamas County is required to expend no less than 15 and no more than 20% of its full payment of O&C lands as project funds. The projects are nominated by local resource advisory committees (RACs) and benefit resources on federal lands.

Clackamas County is required to designate one or more RAC to receive a percentage of Project Funds allocated to Title II of P.L. 110-343 related to O&C Lands projects and has selected the Salem District RAC to receive available project funds.

RECOMMENDATION:

Adopt the attached order for the receipt and allocation of O&C Land related safety-net payments. If adopted, the attached Board Order will be implemented and funds allocated in accordance with the requirements of P.L. 110-343. Your favorable consideration is requested.

Sincerely,

Steve Wheeler
County Administrator

For information on this issue or copies of attachments,
please contact Nancy Newton at 503-742-5918

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

In the Matter of the FFY 2012
Elections for **O&C Land**
Related Safety-Net Payments



Order No.
Page 1 of 2

WHEREAS, Congress enacted in 1937 and subsequently amended a law that requires 75 percent of the revenues derived from revested Oregon and California Railroad grant lands ("O&C Lands") be paid to counties in which the lands are situated, of which 50 percent has been available for use as general county funds; and

WHEREAS, the principal source of revenues from O&C lands is from the sale and removal of timber, which has been sharply curtailed, with a corresponding decline in revenues shared with counties; and

WHEREAS, the United States Congress recognized a need to stabilize communities through predictable payments to the affected counties and to achieve that goal enacted the Secure Rural Schools and Community Self-Determination Act of 2000, which has been amended and re-authorized for FFY 2012 ("SRS 2012"); and

WHEREAS, SRS 2012 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects or activities on federal lands, or in county projects or activities; and

WHEREAS, Title I of SRS 2012 gives each eligible county the right to elect to receive either its traditional share of revenues from the O&C lands ("50-percent payment") or instead to receive a guaranteed minimum amount ("full county payment amount"); and

WHEREAS, any county electing to receive the full county payment amount must further elect to expend not less than 15 percent nor more than 20 percent of its full county payment amount on projects; and

WHEREAS, Title I, of SRS 2012 requires that counties electing to receive the full county payment must allocate its project funds for expenditure between projects under Title II and Title III, and return the balance of project funds unspent under Titles II and III to the Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of the Interior; and

WHEREAS, Title II provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local advisory committees ("RACs"); and

WHEREAS, RACs recommend projects for consideration by the Secretary of the Interior, with project funding supplied in whole or in part out of monies allocated for Title II purposes by participating counties; and

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

In the Matter of the FFY 2012
Elections for **O&C Land**
Related Safety-Net Payments



Order No.
Page 2 of 2

WHEREAS, counties that allocate funding to projects under Title II, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC; and

WHEREAS, Title III provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, fire prevention and planning under the Firewise Communities program, and development of community wildfire protection plans; and

WHEREAS, a county receiving \$350,000 or more may allocate no more than 7 percent of its full county payment amount for Title III projects.

NOW, THEREFORE, it is hereby ordered:

1. Clackamas County has elected to receive the guaranteed minimum full county payment amount.
2. Clackamas County hereby allocates 15 percent of its full county payment amount for expenditure on projects under the Title II and Title III. Clackamas County will return none (zero percent) of its full county payment amount to the Treasury of the United States.
3. Of the percent allocated to Title II and Title III projects above in paragraph 1, Clackamas County further allocates between such Titles for FFY 2012 (for expenditure after FFY 2012) on the following basis: 8 percent of the full county payment amount for expenditure on Title II projects and 7 percent of the full county payment amount for expenditure on Title III projects.
4. Of the amount of the full county payment allocated to Title II projects above in paragraph 3, Clackamas County further allocates between RACs as follows: 100 percent to the Salem District RAC.
5. The original or a certified copy of this Order shall be transmitted to Kevin Q. Davis, Attorney, sent to the following address: One SW Columbia Street, Suite 1600, Portland, OR 97258.

ADOPTED this 16th day of August, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Charlotte Lehan, Chair

Recording Secretary



August 16, 2012
Board of County Commissioners

Members of the Board:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN
CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO REGARDING
FUTURE FRAMEWORK PLANNING FOR STAFFORD**

The City of Lake Oswego currently has an application pending before Metro to add a 9.8-acre parcel to the Urban Growth Boundary. Clackamas County has indicated that it would support the City's request on the condition that the City agree to participate in future planning efforts for the Stafford/Borland Urban Reserve areas.

City and County staff have prepared a Memorandum of Understanding ("MOU") memorializing the city's commitment to participate in future framework planning for Stafford.

The Board of Commissioners reviewed and discussed the MOU at "issues" in early July, and staff added additional language noting that a wide variety of other local stakeholders would participate in any framework plan.

The Lake Oswego City Council has approved the agreement, and it has been signed by the Mayor.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners approve the attached Memorandum of Understanding, and authorize the Chair to sign on behalf of the County

Sincerely,

Dan Chandler
Strategic Policy Administrator

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN CLACKAMAS COUNTY AND CITY OF LAKE OSWEGO**

STAFFORD BASIN PLANNING

Purpose

The Memorandum of Understanding is to memorialize certain understandings between Clackamas County (“County”) and the City of Lake Oswego (“City”) regarding the Urban Growth Boundary, and planning for an area known as the Stafford Basin.

Recitals

Whereas, Metro has designated the Stafford Basin as an Urban Reserve under the Urban and Rural Reserves process of SB 1011 and its implementing rules; and

Whereas, Clackamas County and Metro executed an Intergovernmental Agreement regarding Urban and Rural Reserves (“Reserves IGA”) on February 25, 2010; and

Whereas, Exhibit A to the Reserves IGA establishes “Planning Principles for Urban Reserves,” which contemplate that planning for the Stafford Basin be coordinated before any area within the Stafford Basin Urban Reserves is urbanized; and

Whereas, any coordinated planning will involve a wide range of public, private and community stakeholders; and

Whereas, because Metro’s decision regarding designation of the Urban and Rural Reserves is not yet final, and may be appealed, the parties recognize that it may be premature to undertake coordination-level planning at this time; and

Whereas, the City has submitted an application to Metro to incorporate a 9.8 – acre parcel into the Urban Growth Boundary; and

Whereas, the County has indicated that it supports the City’s application on the condition that the City agrees to participate in future planning for the Stafford Basin:

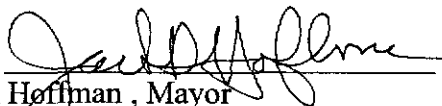
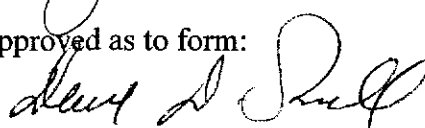
Now Therefore:

Agreement

The parties agree as follows:

1. There needs to be a basic level of planning for the Stafford Basin to address transportation, density and infrastructure issues at a "framework" level, to help ensure that future, more detailed sub-area "concept plans" can be coordinated.
2. The City and County agree to participate in good faith in future framework planning efforts for the Stafford Basin, in coordination with other public, private and community stakeholders, through staff participation in discussions and planning sessions and the participation of such elected officials as each jurisdiction deems appropriate.
3. The City and County agree to give good faith consideration to the recognition of any framework plan that may result from the planning process through a subsequent Memorandum of Understanding, Urban Growth Management Agreement, or other appropriate agreement.
4. Nothing in this Memorandum obligates the City or County to provide funding for any study, beyond the participation of staff as outlined above.

Dated this _____ day of July, 2012

<p>City of Lake Oswego</p> <p>By:  Jack Hoffman, Mayor</p> <p>Approved as to form:  David D. Powell, City Attorney</p>	<p>Clackamas County</p> <p>By: _____ Title: _____</p> <p>Approved as to form:</p> <p>_____ Name: _____ County Counsel</p>
---	--



10
COPY

Laura Zentner, CPA
Deputy Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beavercreek Road Oregon City, OR 97045

August 16, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an intergovernmental agreement (IGA) with the Clackamas Education Service District (CESD) to provide data center services to the Library Network.

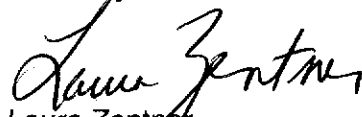
Since 2005, the CESD has provided Internet connectivity services to the Library Network through an IGA. There have been numerous addendums and renewals made to the original IGA since the signing of the document in 2005. In addition to Internet connectivity services, the Library Network also currently uses the CESD for co-location and computer backup services.

This new IGA consolidates all previous addendums and renewals into one redrafted IGA. It clarifies the language and intent of all previous addendums and renewals to improve the understanding of the IGA by both CESD and Library Network. And most importantly, this new IGA re-calibrates the rates charged by CESD for data center services used by the Library Network. Based upon the current Internet service bandwidth usage by the Library Network, this rate adjustment will save the Library Network approximately \$6,750 per year. These savings will be even greater at higher levels of bandwidth use by the Library Network.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Intergovernmental agreement with Clackamas Education Service District.

Sincerely,


Laura Zentner
BCS Deputy Director

For information on this issue or attachments please contact
Kwang Kye at 503-723-4889 or kkye@clackamas.us



Clackamas
Education
Service
District

*Dedicated to Excellence
through Leadership and Service*

COPY

13455 SE 37th Avenue
Clackamas, OR 97015-6002
503 675-4000
503 675-4200 Fax
www.clackesd.k12.or.us

Milt Dennison
Superintendent

STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)
Data Center Hosting and Computing Services

This Intergovernmental Agreement ("Agreement") is between **CLACKAMAS EDUCATION SERVICE DISTRICT ("CESD")** and Clackamas County through its Library Information Network of Clackamas County division ("LINCC"), (collectively, "the Parties") pursuant to authority granted in ORS Chapter 190.

Service Description

The Parties agree as follows:

Term of Agreement. The initial Agreement term will be **August 1, 2012** through **June 30, 2013**, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first.

Scope of Work; Payment. CESD will provide services as described below in section I and II ("Scope of Work"). As compensation for such services, LINCC will pay CESD in accordance with the estimated amount set forth on the Clackamas ESD Data Services and Fee Addendum attached as Exhibit 1 ("Exhibit 1"). CESD will provide a detailed invoice to LINCC showing actual program expenses quarterly. Payment shall be made for the total amount in quarterly payments. Actual program expenses will be invoiced and payable to CESD, due 30 days after receipt of invoice. LINCC may withhold the applicable portion of the invoice payment if there is a dispute regarding the billing or level of service provided.

I. The CESD shall be responsible for the following:

A. See Exhibit 1.

II. The LINCC shall be responsible for the following:

A. See Exhibit 1.

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, CESD may subcontract, in whole or in part, its performance under this Agreement, provided that CESD shall remain obligated for ensuring proper performance of such subcontractor and shall compensate LINCC for any failure of service or performance thereunder, and provided, further, that under no circumstances shall such subcontracting arrangement allow CESD to (i) increase the rate for services or (ii) charge more than the actual cost of the subcontract to LINCC.

2. **Termination.** This Agreement may be terminated (a) by mutual agreement at any time, or (b) by either party upon not less than forty-five (45) calendar days' advance written notice. Upon termination, LINCC agrees to pay CESD a pro-rata daily amount based on the quarterly charge listed in the Scope of Work through the date of termination.

Additional Notes: Clackamas ESD will provide LINCC with twenty four (24) hour access to ESD Data Center via individual proximity cards for up to three (3) employees.

CLACKAMAS EDUCATION SERVICE DISTRICT

CLACKAMAS COUNTY AS THE LIBRARY
INFORMATION NETWORK OF CLACKMAS
COUNTY

BY: _____



CESD Superintendent

BY: _____

Chair

Date: _____

7/18/12

Date: _____



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

August 16, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AMENDMENT NO.2
TO THE ENGINEERING SERVICES AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICES
DISTRICT NO.1 AND KENNEDY/JENKS CONSULTANTS
FOR THE
HOODLAND WPCP EMERGENCY OUTFALL REPAIRS

On April 27, 2011, the Director of Water Environment Services approved and executed the agreement between Kennedy/Jenks Consultants (a California Corporation) (the "Consultant") and Clackamas County Service District No.1 (the "District") to provide design, permitting and construction support services for the short term Hoodland WPCP emergency outfall repairs.

The project provides a short term fix to the flood damaged outfall in accordance with the District's MAO agreement with DEQ and was scheduled to be completed by August 31, 2011. However, due to permitting constraints, the District was forced to postpone construction until July of 2012. As a result of the delay the District had a need to apply for reinstatement of previous permits obtained and re-advertise and bid the project for the limited construction window in the summer of 2012

Amendment No.1 between the District and the Consultant was required to extend their service agreement for another year to re-permit and advertise the Hoodland Outfall Short Term Repairs Project.

The project is now under construction and the District has identified a need to increase the consultants involvement in the construction and permit compliance activities. Daily site visits, fish screening oversight and additional regulatory support are needed.

District staff has negotiated Amendment No.2 of the agreement between Kennedy/Jenks Consultants and the District for an amount not to exceed \$37,400. Total agreement after Amendment No.2 is executed is a not to exceed amount of \$145,601.

RECOMMENDATION:

For these reasons, District staff recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No.1, approve Amendment No.2 of the Agreement for Professional Engineering Services between Kennedy/Jenks Consultants and Clackamas County Service District No.1 for the Hoodland WPCP Emergency Outfall Repairs Project, and;

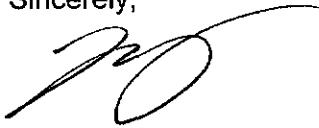
Serving Clackamas County, Gladstone, Happy Valley, Johnson City, Milwaukie, Oregon City, Rivergrove and West Linn.
150 Beaver Creek Road, Oregon City, Oregon 97045 Telephone: (503) 742-4567 Facsimile: (503) 742-4565

www.clackamas.us/wes/

Board of Commissioners
August 16, 2012
Page 2

- 2) Authorize the Director of Water Environment Services to execute Amendment No.2 for an amount not to exceed \$37,400 without further Board action.

Sincerely,



Michael Kuenzi, PE
Director

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

**AMENDMENT NO 2
TO
AGREEMENT TO FURNISH ENGINEERING SERVICES
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
AND
KENNEDY/JENKS CONSULTANTS**

THE AGREEMENT made and entered into on _____, by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, hereinafter referred to as "OWNER" and Kennedy/Jenks Consultants (a California corporation) hereinafter referred to as "ENGINEER", for performing professional services for the project known as the HOODLAND WATER POLLUTION CONTROL PLANT EMERGENCY OUTFALL REPAIRS, hereinafter called the "PROJECT", is hereby amended on _____, 2012, as follows:

ARTICLE 1 - SERVICES OF THE ENGINEER

The ENGINEER agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project as stated and defined in Exhibit's A and A amended (the "Services). Without limiting the foregoing, the Services generally shall consist of professional engineering services.

ARTICLE 5 - PAYMENTS TO ENGINEER

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

5.1 Compensation

5.1.1 The DISTRICT agrees to pay the Engineer an amount not to exceed One Hundred Forty Five Thousand Six Hundred and one Dollars (\$145,601.00) (The "Maximum Amount"). Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.

The parties to this agreement reaffirm all other provisions of the original agreement.

Kennedy/Jenks Consultants

**CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1**

Michael M. Kuenzi
Authorized Signature

Michael Kuenzi, PE, Director

Office Manager
Title

Date

2 August 2011
Date

Amendment No. 2
Exhibit A – Scope of Services
Hoodland WPCP Outfall Repair Design and Engineering Support During Construction

Kennedy/Jenks Consultants, Inc.'s original contract for Engineering Services dated 27th April 2011 associated with the Hoodland WPCP Outfall Repair project was intended, in Task 3, to support WES' construction management and observation efforts, and was limited to attendance at the preconstruction meeting, review of three technical submittals, two one day site visits if requested and preparation of record drawings based on mark-ups provided by others. Additional engineering support during construction has now been requested by WES to support WES' compliance with requirements of the Oregon Department of Fish and Wildlife (ODFW) and other regulatory agencies. These efforts include the following:

1. Specific and Limited Daily site visits. Kennedy/Jenks Consultant's Project Engineer will visit the site when called upon by WES to do so, through the month of September 2012 to provide support to WES' construction management and observation staff. These site visits will be specific in scope of services to address only those issues requested by WES, in writing (such as email or handwritten requests included within a K/J daily report), and subject to and incorporating the following limitations by inserting "Kennedy/Jenks Consultants, Inc." in place of "Engineer" in Section 9.02B and 9.09 A, B, and C of the Standard General Conditions of the Construction Contract (EJCDC- 2002ed.) of the Construction Agreement between Clackamas County Service District No. 1, (Owner) and Richard Phillips Marine, Inc. (Contractor) for the Hoodland WPCP Emergency Outfall. A budget of \$22,800 has been included for this work, which equates to brief (1-2 hour) daily visits occurring over a six-week period.
2. Fish screening oversight. Kennedy/Jenks Consultants will review WES' Contractor's plan for fish screening, be present onsite during fish screening and relocation to observe the work, and review the Fish Capture Report prepared by others. A budget of \$5,700 has been included for this work.
3. Additional regulatory support. It is anticipated that additional support may be required to support WES in its regulatory compliance activities. An allowance of \$8,900 has been included for these efforts. This work will not occur unless specifically authorized by WES' project manager.

The total fee for these additional services shall not exceed \$37,400. With this amendment, the total project budget is increased to \$145,601.