



AGENDA

THURSDAY, DECEMBER 8, 2011 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2011-

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

1. Open Minds Open Doors Campaign Update and Presentation of a Commemorative Art Piece (Cindy Becker and Aaron Abrams)

II. 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

III. 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.)*

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

A. Health, Housing & Human Services

1. Board Order No. _____ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 - BH
2. Approval of a Behavioral Health Services Agreement with James L. Born (Mt. Hood Counseling Service) for Outpatient Mental Health Services – BH
3. Approval of a Behavioral Health Services Agreement with Morrison Child and Family Services for Intensive Community-Based Services, Respite Services for Children, Outpatient Mental Health Services and Psychiatric Day Treatment Services for Children – BH
4. Approval of a Behavioral Health Services Agreement with Options Counseling Services of Oregon, Inc. for Intensive Community-Based Services for Children and Outpatient Mental Health Services – BH
5. Approval of a Behavioral Health Services Agreement with Trillium Family Services for a Variety of Intensive Community-Based Services for Children – BH

age 2 – Business Meeting Agenda – December 8, 2011

6. Approval of a Renewal Intergovernmental Agreement with Washington County for the Cities Readiness Initiative – BH
7. Approval to Apply for the Health Resources and Services Administration (HRSA) Services Area Competition (SAC), Section 330 Grant to Continue Providing Services as a Federally Qualified Health Center (FQHC) – CH
8. Approval of a Construction Agreement between Clackamas County and OAK Custom Contractors for a Weatherization Project at Oak Grove Apartments Located between the Cities of Milwaukie and Gladstone - CSCC

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval of Amendment No. 1 to the 2011-2013 State Child Abuse Multidisciplinary Intervention Grant Program Award for the Clackamas County District Attorney - DA

V. DEVELOPMENT AGENCY

1. Approval of a Contract with PCR, Inc. for the Construction of Hawthorne Park
2. Approval of Granting a Non-Exclusive Reciprocal Access Easement and a Permanent Pedestrian Access Easement with CH Realty III/Clackamas, LLC

VI. WATER ENVIRONMENT SERVICES

1. Approval of an Engineering Services Agreement between Tri-City Service District and CH2M Hill Engineers, Inc. for the Tri-City Outfall Remediation Project
2. Acceptance of an Easement on behalf of Clackamas County Service District No. 1 for the North Clackamas Revitalization Area Sanitary Sewer Project - Phase 3

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/>

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

Open Minds Open Doors Campaign
Request for Presentation of Commemorative Art Piece

On behalf of the Open Minds Open Doors Anti-Stigma Campaign, NAMI Clackamas and the campaign project team would like to present an Open Minds Open Doors art mosaic to the project Sponsor, Cindy Becker, Director of H3S. The mosaic was created by members of NAMI Clackamas County and supported by a grant from the Sandy Mountain Festival Committee.

Open Minds Open Doors (OMOD) is a community driven campaign designed to reduce the stigma around mental illness and addictions issues so that people are more willing to seek and find help at the onset of their problems. OMOD is working to change attitudes, and challenge the myths and fears around mental illness and addictions. The campaign kicked off in May, 2011 in celebration of Mental Health Month. Since then, it has launched some great initiatives such as Stand Up for Mental Health (stand-up comedy training for community members), a youth media contest, and a grass-roots community champion program. Throughout the summer and fall, OMOD has reached thousands of Clackamas residents through its presence at community health fairs and events and in public service announcements on TV, radio, internet and print and through word-of-mouth.

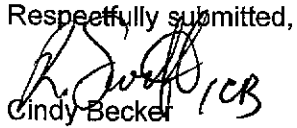
This mosaic piece is the result of over fifteen individuals' unique contributions, efforts, and talents. These members of NAMI Clackamas County wanted to construct a group art project that could be an example of what can be created when people come together with a shared common goal. The artists specifically chose to create a piece of art to be given to Clackamas County's Open Minds Open Doors campaign in support of its efforts to bring mental health awareness to the greater community.

At this time, we would like to present Ms. Becker with the OMOD mosaic in recognition for her leadership in the fight to eliminate the stigma around mental illnesses and addictions. We also want to acknowledge the artists and our community partners, NAMI Clackamas County and Sandy Mountain Festival Committee for their hard work and support of the project. We are very honored and proud of the artists who spent diligent time, effort, and creativity on the mosaic.

Recommendation:

We recommend the approval of this request for presenting the commemorative campaign art piece to Cindy Becker.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments,
please contact Cindy Becker/H3S at (503) 650-5696.

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December 8, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Board Order # _____ Approval of Mental Health Director's Designee
to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Kjersti Stenehjerm, MA, by the Clackamas County Behavioral Health Director as additional staff authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Kjersti Stenehjerm, MA, as additional Clackamas County Behavioral Health Division staff authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or copies of attachments,
please contact Teri Beemer at 503 655-8356

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

In the Matter of the Designation of Kjersti
Stenehjem, MA as Mental Health Director
Designee to Direct Peace Officer
Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Kjersti Stenehjem, MA, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designation,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Kjersti Stenehjem, MA, as additional Clackamas County Behavioral Health Division staff authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 8th day of December, 2011.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
James L. Born, PsyD (Mt. Hood Counseling Service) for
Outpatient Mental Health Services.**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a renewal Behavioral Health Services Agreement with James L. Born, PsyD (Mt. Hood Counseling Service) for outpatient mental health services.

Through this agreement, CCBHD subcontracts outpatient mental health 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 November 24, 2010.

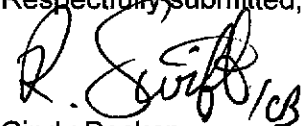
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by Behavioral Health Division, Clackamas Mental Health Organization staff who pre-authorize and monitor services on an on-going basis.

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.

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Morrison Child and Family Services for
Intensive Community-Based Services, Respite Services for Children,
Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a renewal Behavioral Health Services Agreement with Morrison Child and Family Services for Intensive Community-Based Services, Respite Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children.

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 December 18, 2008.


Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by Behavioral Health Division, Clackamas Mental Health Organization 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

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December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Behavioral Health Services Agreement with
Options Counseling Services of Oregon, Inc. for
Intensive Community-Based Services for Children and Outpatient Mental Health Services**

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a renewal Behavioral Health Services Agreement with Options Counseling Services of Oregon, Inc. for Intensive Community-Based Services and Outpatient Mental Health Services.

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 December 10, 2009.

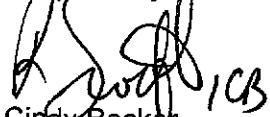
Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by Behavioral Health Division, Clackamas Mental Health Organization staff who pre-authorize and monitor services on an on-going basis.

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

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please contact Emily M. Zwetzig/H3S Office of Business Services at (503)742-5318.

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Behavioral Health Services Agreement with Trillium Family Services for Intensive Community-Based Services for Children, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-Acute Psychiatric Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children

Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department (H3S) requests the approval of a renewal Behavioral Health Services Agreement with Trillium Family Services for Intensive Community-Based Services for Children, Psychiatric Residential Treatment Services and Enhanced Psychiatric Residential Treatment Services for Children, Sub-Acute Psychiatric Services for Children, Outpatient Mental Health Services, and Psychiatric Day Treatment Services for Children.

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 January 08, 2009.


Payment is based on current Medicaid rates. The agreement does not contain an upper limit; expenditures are controlled by Behavioral Health Division, Clackamas Mental Health Organization 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.

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December 8, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Renewal Intergovernmental Agreement with
Washington County for the Cities Readiness Initiative**

The Clackamas County Community Health Division of the Health, Housing and Human Services Department requests the approval of a renewal intergovernmental agreement with Washington County for the Cities Readiness Initiative (CRI) program.

CRI is a nationwide program designed to help large urban areas create plans to administer medicine or chemical agents for the purpose of disease prevention to 100% of their populations. The State of Oregon contracts these funds to Washington County who administers this program on the State's behalf. The County has actively participated in this program since November 2008. The Board last reviewed and approved this agreement on October 7, 2010.

The total revenue from this agreement is \$16,303. No County general funds are involved. County Counsel reviewed and approved this agreement on November 22, 2011. This agreement is retroactive because the Community Health Division did not receive the document from Washington County until November 2011. It is effective August 10, 2011 and expires on August 9, 2012.

RECOMMENDATION

We recommend the 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.

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COPY

Cindy Becker
Director

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to apply for the Health Resources and Services Administration (HRSA)
Service Area Competition (SAC), Section 330 Grant to continue providing
services as a Federally Qualified Health Center (FQHC)**

The Clackamas County Community Health Division (CCCHD) of the of the Health, Housing & Human Services Department requests the approval to apply for the Fiscal Year 2012 Health Resources and Services Administration (HRSA) Service Area Competition (SAC), Section 330 Grant.

These grant funds will continue to support costs such as salaries, fringes, supplies, equipment, continuing education, office space, utilities, travel expenses, and Division/County indirect charges associated with delivering primary care and related services.

This Application covers a five (5) year grant period that runs from May 1, 2012 to April 30, 2017. The total amount of the grant for this period is \$1,091,796,00. Additional funding sources which will help support these medical, dental and behavioral health services include other federal, state, local grants, contracts, Medicaid, and patient fees.

Recommendation

We recommend the approval to apply for this HRSA Section 330 Grant and further recommend 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.

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December 8, 2011

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

**Approval of a Construction Agreement between Clackamas County and
O.A.K. Custom Contractors for a weatherization Project at
Oak Grove Apartments located between the Cities of Milwaukie and Gladstone**

Community Solutions for Clackamas County (CSCC) a division of Health, Housing and Human Services Department requests the approval of a Construction Contract between Clackamas County and O.A.K. Custom Contractors for a weatherization project at the Oak Grove Apartments located between the Cities of Milwaukie and Gladstone. This project is funded using American Recovery and Reinvestment Act of 2009 (ARRA) funds designated by the federal government to provide jobs to American workers and construction businesses. After the review of 4 bids submitted on November 22, 2011, O.A.K. Custom Contractors was determined to be the lowest responsive bidder.

Below are the amounts of the received bids:

1. Bull Mountain Heating	\$341,388.31
2. Energy Comfort & Construction	\$341,312.00
3. O.A.K. Custom Contractors	\$256,987.00
4. Richart Family	\$290,802.17

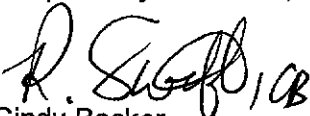
The weatherization project at the Oak Grove Apartments, SE Roethe Rd, Milwaukie will allow for new bathroom and kitchen exhaust fans, attic and floor insulation, door replacement, infiltration measures and window replacements,

Total amount of the contract is \$256,987. The property owner will contribute 10% of the project cost. The project is in a low-moderate income apartment complex. CSCC will provide all of the funding for this weatherization project using Department of Energy ARRA funds administered by Oregon Housing and Community Services. No County General Fund dollars are involved in this project. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

Recommendation:

We recommend approval of this construction contract and that Cindy Becker be authorized to sign 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 Jacque Meier at (503) 655-3339

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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/>

Wednesday, October 27, 2011 – 10:00 AM

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

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

EXCUSED: Erica Allison, Housing Authority Commissioner

~Pledge of Allegiance~

I. PUBLIC HEARING

Chair Lehan announced the Board is sitting as the Housing Authority Board for this item.

Housing Authority of Clackamas County

1. Request for an Exemption and Authorization to Use the Request for Proposal Method to Obtain Construction Manager/General Contractor Services for the Easton Ridge Apartments Renovation Project

Trell Anderson, Housing Authority of Clackamas County presented the staff report.

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

Lane Miller, Purchasing Manager answered some clarifying questions.

Chair Lehan opened the Public Hearing for testimony, and stated no one has signed up to speak, seeing no one coming forward, she closed the Public Hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the Request for an Exemption and Authorization to Use the Request for Proposal Method to Obtain Construction Manager/General Contractor Services for the Easton Ridge Apartments Renovation Project as presented by staff.

Commissioner Damon: Second.

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

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

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

II. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

III. CITIZEN COMMUNICATION

Chair Lehan stated there are several folks signed up to speak for Citizen Communication, before we begin, she asked that County Counsel, Stephen Madkour explain Commissioner Advocacy at the dais ~ <http://www.clackamas.us/bcc/business/>

1. Libby Wentz, Gladstone – spoke in support of 3-386
2. Jim Greenman, Oregon City – spoke in support of 3-386
3. Susan Drew, Sandy – spoke in support of 3-388
4. Eric Saub, Milwaukie – spoke in support of 3-386
5. Steve Spinnett, Mayor of Damascus – stated the competing measures are not clear and confusing to voters
6. Herb Koss, Lake Oswego – spoke in support of 3-388
7. George Curtis, Damascus – spoke in support of 3-386
8. Chips Janger, Oak Grove – spoke in support of 3-388
9. Justin Wood, Homebuilders, Lake Oswego, spoke in support of 3-388
10. Cindy Lewis-Wolfram, Milwaukie – mailing of voting materials - support of 3-388
11. Dale Seal, Happy Valley – spoke in support of 3-386
12. Jonathan Schlueter, Westside Economic Alliance – spoke in support of 3-388
13. Maryann Moose, Gladstone – spoke in support of 3-386 and against MLR
14. Charles Ormsby, Birdshill CPO – supports 3-386

Chair Lehan asked County Counsel to clarify how the outcome of the vote on these two measures.

Stephen Madkour, County Counsel stated the measure that passes with the most yes votes will be the controlling measure.

15. Steve Winkler, Sandy – spoke in support of 3-388
16. Myrna Hester, Oregon City – spoke in support of 3-386
17. Kim Parker, Clackamas County Business Alliance, Canby – spoke in support of 3-388
18. Mack Woods, Canby, supports 3-386
19. Nancy Hall, Happy Valley asked when funding for MLR will be on the agenda.
20. Fred Nelligan, Oak Grove – spoke in support of 3-388
21. Carla Pletka, Milwaukie supports 3-386
22. Jerry Turner, Oregon City, spoke in support of 3-388
23. Eugene Schoenheit, Milwaukie, supports 3-386
24. Mike Litt, Lake Oswego – spoke in support of 3-388

~Board Discussion~

25. Fran Mazzarn, Welches, spoke in support of 3-388 a local vote for UR.
26. Sonja Pauli, Milwaukie, supports 3-386 – property taxes too high
27. Janet Schoenheit, Milwaukie, supports 3-386
28. John Knotts, Sandy, spoke about an issue with his property tax statement
29. William Wehr, Damascus – supports 3-386 asked how much 3-388 cost the County
30. Larry Skidmore, Gladstone – supports 3-388
31. Yvonne Lazarus, Milwaukie, asked where 25 million for MLR coming from
32. Yvonne Wehr, Damascus – supports 3-386
33. Lt. Powell, Oregon City, asked what the County's debt is – supports 3-386
34. Herb Chow - supports 3-386 and played the audio from the July work session.

Stephen Madkour, County Counsel again stated if both measures pass, the one with the most yes votes will be the controlling measure. The audio from the July work session related to a recommendation from staff which the Board did not approve.

35. Richard Langdon, Portland asked questions.
36. Les Poole, Milwaukie, spoke on several issues for the silent majority.

~Board Discussion~

View video of full meeting - <http://www.clackamas.us/bcc/business/>

Commissioner Savas and Lininger had to be excused to attend other meetings.

IV. CONSENT AGENDA

Chair Lehan asked the Clerk to read the Consent Agenda by title, she then asked for a motion.

MOTION:

Commissioner Damon: I move we approve the Consent Agenda.

Commissioner Bernard: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Bernard: Aye.

Chair Lehan: Aye.

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

A. Health, Housing & Human Services

1. Approval of a Facilities Use Agreement with North Clackamas School District No. 12 - CH
2. Approval to Apply for the Health Resources and Services Administration Affordable Care Act Capital Development – Building Capacity Grant under the Scope of the Federally Qualified Health Center – CH
3. Approval to Apply for the Health Resources and Services Administration Affordable Care Act Capital Development – Immediate Facility Improvement Grant under the Scope of the Federally Qualified Health Center - CH

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Metro to Implement the “Year 22” Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program
2. Approval of the Maintenance Agreement Project – I-205 Max Extension Light Rail Project SE Johnson Creek Blvd., SE Sunnyside Road

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

D. Community Corrections

1. Approval of an Intergovernmental Agreement (4533) between Clackamas County and Oregon Department of Corrections and Approval of the 2011-2012 Clackamas County Community Corrections Biennial Plan

V. COMMISSIONERS COMMUNICATION

MEETING ADJOURNED – 12:50 AM

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

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



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to accept Amendment 1 to the 2011-2013 State Child Abuse
Multidisciplinary Intervention (CAMI) Grant Program Award
CAMI-MDT-2011-ClackamsCo.DAVAP-00039**

Please find attached Amendment 1 to the CAMI-MDT grant award between the State of Oregon through the Department of Justice, Clackamas County, and the Clackamas County District Attorney's Office. This grant award is being used to provide a coordinated community response to the intervention, assessment, and investigation of child abuse.

The Grant Availability Termination date in Section 2.06 was changed from June 30, 2013 to September 30, 2013. Language in Sections 6.02 and 6.04 was updated to indicate that the grantee also has rights to terminate the agreement. Section 7.02 has been changed to indicate that any circuit court can hear a dispute.

RECOMMENDATION:

We respectfully recommend that the Board approve Amendment 1 to the CAMI-MDT Grant Award.

Sincerely,

Sarah Brown

Sarah Brown

For information on this issue or attachments please contact
Sarah Brown at (503) 650-3532.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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 PCR, Inc.,
for the Construction of Hawthorne Park**

The Clackamas County Development Agency is preparing to construct the Hawthorne Park. The park is the final phase of a project located in the North Clackamas Revitalization Area (NCRA), and jointly developed by the Agency and HP Development Inc. The project resulted in the development of 29 workforce housing units, including 10 units which are guaranteed to remain affordable in perpetuity through affordability covenants. Hawthorne Park will be open to the public and will be only the second park within the extremely park deficient NCRA.

A total of 3 bids were received, however, all bids were in excess of the engineer's estimate. The lowest responsive bidder was PCR Inc., with a bid of \$298,283.60. As all bids were over the engineer's estimate of \$246,250.30, the Agency elected to enter into negotiations with PCR Inc., per public contracting regulations, in an attempt to reach the engineer's estimate through value engineering and other options. Having achieved a price equal to the engineer's estimate, it is in the best interest of the County to enter into a contract with PCR Inc. The Board should note that \$190,000 of the construction costs will be paid by grants from the Metro Nature in Neighborhoods program and the Oregon State Parks Local Government Grant program.

The proposed contract is for a not to exceed fee of \$246,250.30. The contract has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners approve the contract with PCR Inc. for the construction of Hawthorne Park.

Sincerely,

Ken Itel
Senior Project Manager

Placed on Board Agenda of Dec. 8th 2011 by Purchasing Division

For information on this issue please contact Ken Itel at (503) 742-4324



LANE MILLER
MANAGER

PURCHASING DIVISION

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

December 8, 2011

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **December 8, 2011** this contract with PCR, Inc. for the **Construction of Hawthorne Park** for the Clackamas County Development Agency. This project was requested by Ken Itel, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Three bids were received: PCR - \$298,283.60; J P Contractors - \$302,190.25; and Brown Contracting - \$351,351.00. All bids were over the engineer's estimate and the budgeted amount for the project. After review of all bids, PCR Inc. was determined to be the lowest responsive and responsible bidder. The Development Agency elected to enter into negotiations to determine a contract cost through value engineering by "identifying alternative methods, materials or systems which provide for comparable function at reduced initial or life-time cost. It includes proposed changes to the plans, Specification, or other Contract requirements which may be made, consistent with industry practice, under the original Contract by mutual agreement in order to take advantage of potential cost savings without impairing the essential functions or characteristics of the Public Improvement. (LCRB Rule C-049-0430 Negotiation When Bids Exceed Cost Estimate (d) Value Engineering) The total contract amount is not to exceed \$246,250.30. All work is to be completed by August 31, 2012 with plant establishment completion by June 30, 2014. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 453-6630-00-481200-30317 for fiscal years 2011/2012, 2012/2013 and 2013/2014.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



 COPY

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

December 8, 2011

Development Agency Board
Clackamas County

Members of the Board:

GRANTING A NON-EXCLUSIVE RECIPROCAL ACCESS EASEMENT
AND A PERMANENT PEDESTRIAN ACCESS EASEMENT
WITH CH REALTY III / CLACKAMAS, L.L.C.

The Clackamas County Development Agency (the "Agency") and CH Realty III / Clackamas, L.L.C. ("CH Realty") are adjacent landowners on S.E. Sunnybrook Blvd. at a location known as the Clackamas Promenade. It is to the mutual advantage of the Agency and CH Realty to enter into an exchange of property rights in the form of two easements.

The first easement is a grant from the Agency and CH Realty, one to the other, of a non-exclusive reciprocal access easement. This easement will allow vehicular access to the interior of the parcel. The second is a grant by CH Realty and the Agency to Clackamas County of a permanent pedestrian access easement, again to gain access to the interior of the parcel.

Together these easements will facilitate the more efficient use of the properties.

RECOMMENDATION

Staff respectfully recommends that the Board

- Approve the grant of the non-exclusive reciprocal access easement.
- Approve the grant of the permanent pedestrian access easement.
- Delegate authority to the Manager of the Development Agency to execute the easements on behalf of the Development Agency Board.

Respectfully submitted,



Scot Sideras
Legal Counsel, Senior

For more information on this item please contact Scot Sideras at (503) 742-4332



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

December 8, 2011

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AN ENGINEERING SERVICES AGREEMENT BETWEEN
CH2M HILL ENGINEERS, INC. AND THE TRI-CITY SERVICE DISTRICT
FOR THE
TRI-CITY OUTFALL REMEDIATION PROJECT

The new National Pollutant Discharge Elimination System (NPDES) Waste Discharge permit for the Tri-City Water Pollution Control Plant (WPCP) incorporated new criteria for toxicity that required the District to conduct a mixing zone study to determine its current level of compliance. The data collected indicated the current discharge dilution does not meet the new effluent toxicity limits for ammonia leaving the District with two options: improve the dilution at the outfall or increase the level of treatment in the plant.

The Department of Environmental Quality (DEQ) recognized that improving the dilution at the outfall is the most cost effective solution and agreed to enter into a Mutual Agreement Order (MAO) that enables the District to resolve the ammonia toxicity levels at the outfall, if completed by December of 2012. If the District fails to do so the more stringent ammonia limit will be placed in the permit resulting in a higher level of treatment and a significant increase in annual operating costs.

The permit requires engineering plans and specifications to be submitted for DEQ review and approval by March 1, 2012, and that construction of capital improvements for ammonia abatement be completed by December 2012.

The District advertised in the Daily Journal of Commerce a request-for-proposals for the Tri-City Outfall Remediation Project and received proposals from two consultants. A selection committee was organized and the proposers were ranked and scored in accordance with the proposal criteria. After a thorough review, the selection committee scored CH2M Hill Engineers, Inc., as the most responsive candidate.

District staff has negotiated a contract for Professional Engineering Services for preliminary design, permitting, final design, bidding services and services during construction with CH2M Hill Engineers, Inc., for an amount not to exceed \$549,960.00.

The District budgeted funds in the 2011/2012 fiscal year for the Tri-City Outfall Remediation Project.

RECOMMENDATION:

For these reasons, the District recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Tri-City Service District, ("District"), approve the agreement for professional engineering services for the Tri-City Outfall Remediation Project between the Tri-City Service District and CH2M Hill Engineers, Inc., and
- 2) The Director of Water Environment Services be given the authority to negotiate and enter into an agreement with CH2M Hill Engineers, Inc., for Professional Engineering Services for an amount not to exceed \$549,960.00 without further board action.

Sincerely,



Michael Kuenzi
Director

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

**AGREEMENT TO FURNISH CONSULTING SERVICES
TO
TRI-CITY SERVICE DISTRICT
FOR
THE TRI-CITY OUTFALL REMEDIATION PROJECT**

THIS AGREEMENT TO FURNISH CONSULTING SERVICES (this "Agreement"), made and entered into on this _____ day of _____ in the year 2011 by and between TRI-CITY SERVICE DISTRICT, a county service district formed under Oregon Revised Statutes ("ORS") 451 (the "DISTRICT") and CH2M HILL ENGINEERS, Inc., a Delaware corporation (the "CONSULTANT").

RECITALS

WHEREAS, the DISTRICT intends to engage the CONSULTANT to assist with a study as more fully described on Exhibit A, attached hereto and incorporated by reference, hereinafter called the "PROJECT".

NOW, THEREFORE, the DISTRICT and the CONSULTANT for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE CONSULTANT

The CONSULTANT 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 A (the "Services").

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A the DISTRICT will:

- 2.1 Provide adequate information to the CONSULTANT regarding the DISTRICT's requirements for the PROJECT.
- 2.2 Assist the CONSULTANT by making available all reasonably available information and technical data pertinent to the PROJECT.
- 2.3 Obtain approvals and permits from governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from others as may be necessary for completion of the PROJECT (excepting any personal qualifications or certifications required for CONSULTANT to perform the work contemplated hereunder).

ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

3.1 The CONSULTANT agrees to complete the Services according to the schedule set forth in Exhibit A. If the DISTRICT has requested significant modifications or changes in the scope of the PROJECT pursuant to Section 3.3, the time of performance of the CONSULTANT's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by a competent member of CONSULTANT’s profession.

3.2.2 CONSULTANT shall be responsible for the accuracy of its services and documents resulting there from, and DISTRICT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation, except to the extent such action is solely attributable to deficiencies in DISTRICT-furnished information.

3.2.3 CONSULTANT and DISTRICT shall comply with applicable Laws or Regulations and DISTRICT-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to CONSULTANT’s scope of services, times of performance, or compensation.

3.3 Notice of Changes

In the normal course of administering the work under this Agreement, the DISTRICT may give directives to the CONSULTANT, either written or verbal, which may constitute a change to the Services or Schedule. If an instruction, directive or decision is given that the CONSULTANT believes is a change in scope or schedule, the CONSULTANT shall notify the DISTRICT within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the DISTRICT from any obligation to adjust the contract amount, scope or schedule as an amendment to the Agreement. To the extent District agrees that a change in the Services required or the Schedule has occurred, the parties shall agree to an amendment to this Agreement pursuant to the process set forth in Paragraph 6.24 hereof.

3.5 CONSULTANT's Project Manager

The CONSULTANT shall assign personnel to do the work in the capacities and amounts designated in Exhibit A. The CONSULTANT shall not change these personnel assignments without the prior written consent of the DISTRICT’s Project Manager (as defined in Paragraph 4.3), which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION AND PROJECT MANAGER

4.1 Specific authorization to proceed with the Services shall be granted in writing by the

DISTRICT within a reasonable time after the execution of this Agreement. The CONSULTANT shall not proceed with the work without such authorization. The DISTRICT's Project Manager shall have authority to give such authorizations.

4.2 This Agreement shall be effective as of the CONSULTANT's receipt of the written authorization to proceed and shall be completed as set forth in the Schedule.

4.3 DISTRICT's Project Manager

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

ARTICLE 5 - PAYMENTS TO CONSULTANT

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

5.1 Compensation

5.1.1 The DISTRICT agrees to pay the CONSULTANT on a time and material basis with a not-to-exceed amount equal to FIVE HUNDRED AND FORTY NINE THOUSAND, NINE HUNDRED AND SIXTY and 00/100 Dollars (\$549,960.00) for the Services, as billed monthly. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed FIVE HUNDRED AND FORTY NINE THOUSAND, NINE HUNDRED AND SIXTY and 00/100 Dollars (\$549,960.00) without prior written approval of the DISTRICT.

5.1.2 The CONSULTANT is entitled to no compensation for the correction or revision of any errors or deficiencies in the services provided.

5.1.3 The DISTRICT may withhold from payments due the CONSULTANT such sums as are necessary, in the DISTRICT's sole and absolute discretion, to protect the DISTRICT against any loss or damage which may result from negligence or unsatisfactory work by the CONSULTANT, the failure of the CONSULTANT to perform as required under this Agreement, or claims filed against the CONSULTANT or the DISTRICT relating to the CONSULTANT's services or work under this Agreement.

5.2 Billing and Payment Procedure

5.2.1 The CONSULTANT will provide monthly invoices to the DISTRICT for work performed during the preceding month. The invoices will be accompanied with a summary cost itemization and supported by a monthly progress report. The CONSULTANT shall maintain detailed records to support these charges and such

records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT within 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the DISTRICT's receipt of the CONSULTANT's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The DISTRICT and the CONSULTANT, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The DISTRICT, on thirty (30) days' prior written notice to the CONSULTANT, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the DISTRICT or the CONSULTANT may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.1, subject to set off of excess costs, as provided for in Paragraphs 6.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the CONSULTANT's work product will become and remain property of the DISTRICT.

6.3 Remedies

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT may complete the work either itself, or by agreement with another consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 6.1.1 hereof, then the CONSULTANT shall promptly pay to the DISTRICT the amount of the excess.
- 6.3.2 The remedies provided to the DISTRICT under Paragraph, 6.1, 6.2, and 6.3 hereof for a breach by the CONSULTANT shall not be exclusive. The DISTRICT also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the DISTRICT, then the CONSULTANT's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

- 6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts, errors, or omissions of the CONSULTANT or CONSULTANT's officers, owners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right to control.
- 6.4.2 The CONSULTANT agrees to furnish the DISTRICT evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the CONSULTANT's, or any subcontractors, in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds and refer to and support the CONSULTANT's obligation to hold harmless the DISTRICT, its officers, commissioners, agents, and employees.
- 6.4.3 The CONSULTANT agrees to furnish the DISTRICT evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property.

6.5 Oregon Law and Forum

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the DISTRICT and the CONSULTANT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. The parties agree, however, to resolve any disputes between the parties in the manner described in Paragraph 6.23.

6.6 Workers' Compensation Coverage Requirements

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

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

6.7 Subcontracts

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

6.8 Assignment

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

6.9 Notice

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

If to the DISTRICT: Tri-City Service District
 c/o Water Environment Services
 150 Beavercreek Rd., 4th Floor
 Oregon City, OR 97045
 ATTN: Randy Rosane

Copy to: County Counsel
 c/o Water Environment Services
 150 Beavercreek Rd. , 4th Floor
 Oregon City, OR 97045
 ATTN: Chris Storey

If to the CONSULTANT: Matt Noesen
 CH2M HILL
 2020 SW 4th Avenue, Suite 300
 Portland, OR 97201

6.10 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

6.11 Integration

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

6.12 Funds

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2011-2012. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a PROJECT provided for herein are to be prepared by the CONSULTANT through exercise of experience and judgment in applying currently available cost data. The CONSULTANT will keep the DISTRICT apprised of changes throughout the PROJECT that significantly impact the estimated costs provided.

6.14 Ownership of Documents

- 6.14.1 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the Project Manager.
- 6.14.2 The CONSULTANT may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.
- 6.14.3 Any use the DISTRICT makes of the materials referred to in Paragraph 6.14.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT's risk.

6.15 Commencement of Work

The DISTRICT and the CONSULTANT acknowledge that due to the pressing need for the PROJECT, CONSULTANT has commenced work and the DISTRICT will compensate CONSULTANT for such efforts as if undertaken after the execution date of this Agreement.

6.16 Release of Information

No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising, communication with the media, the public, other clients of the CONSULTANT, or any other person for any other purpose, without prior written approval of the DISTRICT.

6.17 Maintenance of Records

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

6.18 Audit of Payments

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

6.19 Public Contracting Law

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

- 6.19.1 The CONSULTANT agrees that it shall:
 - 6.19.1.1 Make payments promptly, as due, to all persons supplying to CONSULTANT labor or materials for the performance of work contemplated by this Agreement.
 - 6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
 - 6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.

- 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the DISTRICT, any municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished for the performance of work contemplated by this Agreement.
- 6.19.2 If the CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT by any person in connection with this Agreement, as such claim becomes due, the proper office representing DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONSULTANT by reason of this Agreement. Further, the CONSULTANT or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT by any person in connection with this Agreement within thirty (30) days after receipt of payment from DISTRICT or the CONSULTANT, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).
- 6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the DISTRICT's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the DISTRICT's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The CONSULTANT shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The CONSULTANT and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The CONSULTANT shall demonstrate that an employee drug testing program is in

place before commencing work on the Project.

6.20 Equal Employment Opportunity

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

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

6.21 Survival

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

6.22 Headings

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

6.23 Dispute Resolution

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

- 6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating

to the Agreement or the PROJECT, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

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

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

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

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

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

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

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

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

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

6.24 Amendments

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

6.25 Waiver

The DISTRICT and the CONSULTANT shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

6.26 Time is of the essence of this Agreement.

[Signature Page Follows]

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

CONSULTANT:

TRI-CITY SERVICE DISTRICT

CH2M HILL ENGINEERS, INC.

Company

Michael S. Kuenzi, Director

2020 SW 4th Avenue, Suite 300

Address

Date

Portland, OR 97201

City, State, Zip Code



Mark R. Johnson

Vice President

Title

32-0100027

Federal Tax ID Number

20 November 2011

Date



WATER
ENVIRONMENT
SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

December 8, 2011

Board of Commissioners
Clackamas County

Members of the Board:

ACCEPTANCE OF EASEMENT ON BEHALF OF
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 FOR THE
NORTH CLACKAMAS REVITALIZATION AREA SANITARY SEWER PROJECT, PHASE 3

The attached sanitary sewer easement has been acquired for Phase 3 of the North Clackamas Revitalization Area Sanitary Sewer Project and will benefit properties located in Clackamas County Service District No. 1.

Name	Taxlot	Cost
Rogers Land Company LLC	12E2812600	\$2,398.20

The easement, which is described in the attached Exhibit "A" and "B", has been prepared to comply with state statutes and allow the District to proceed with the project. District Counsel has reviewed the easement as to form.

RECOMMENDATION

Staff respectfully recommends that the Board of County Commissioners accept the attached easement as submitted and approve said easement to be recorded free of charge and returned to Clackamas County Service District No. 1.

Sincerely,

Michael S. Kuenzi
Director

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

After recording, return to:
Clackamas County Service District No. 1
150 Beaver Creek Road
Oregon City, OR 97045

Accepted By Clackamas County

Reserve this area for recording stamp

Agenda Date & Number: _____
OR
Board Order Number: _____

**SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

KNOW ALL PERSONS BY THESE PRESENTS, that Rogers Land Company LLC
hereinafter referred to as the Grantors, for the consideration hereinafter stated, paid by Clackamas
County Service District No. 1, hereinafter referred to as the District and the mutual benefit hereby gained,
which consideration and benefit are hereby acknowledged and receipted by the Grantor, do hereby
grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct,
reconstruct, replace, operate, inspect and perpetually maintain sewers, wastewater, storm drainage or
surface water pipelines, and all related facilities through, under and along the following described
property in the County of Clackamas and State of Oregon:

^{BB BK}
Tax Lot # 12E2812600

See Exhibit "A" for permanent and temporary easement legal description.

See Exhibit "B" for map of permanent and temporary easement.

If a temporary construction easement is granted, the temporary right shall cease when the
construction or improvement of said facilities, is completed.

It is understood and agreed that no building shall be erected upon said easement premises
without the written consent of the District. Following construction the District will restore area to original
grade and stabilize the surface. The District will restore, as near as practical, the landscaping, pavement
or roadway that may exist or be placed within this easement disturbed by construction, maintenance,
repair, or replacement. The public, through the District, shall give reasonable notice to the landowner
before activities in connection with sanitary sewer facility are commenced and shall limit activities to
those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing,
inspecting or maintaining the facility.

Grantors agree to undertake no activity or otherwise harm or impair the easement area to prevent
or impede the proper functioning of the District's system.

This instrument does not grant or convey to the District any right or title to the surface of the soil
along the route of said sewer except for the purpose of laying down, constructing, reconstructing,
replacing, operating, inspecting and maintaining the same. This instrument gives immediate possession
of the foregoing premises.

The true and actual consideration for this transfer is: \$ 2,398.20 to be paid prior to
construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the
Grantors acknowledge their right to just compensation and hereby waive their right to said compensation.

IN WITNESS WHEREOF, the Grantor(s) above named, has here-unto set his hand(s)
and seal(s) this 2 day of May, 2011.

Frank Rogers, Manager
Print Name Title

Frank L. Rogers, Manager
Print Name Title

STATE OF OREGON)
) ss.
County of Josephine)

Personally appearing the above named Frank Rogers, as Manager, of
Rogers Land Company LLC and acknowledged the foregoing instrument to be his voluntary act
and deed on this 2 day of May, 2011.



S. Ivey
Notary Public for Oregon
My Commission Expires 3-1-15

EXHIBIT A

Sanitary Sewer --Permanent and Temporary Construction Easements – Phase III

Permanent Sanitary Sewer Easement:

A 10.00 foot wide Permanent Sanitary Sewer Easement in a portion of Lots 9 and 10, Block 6 DOVER PARK, a duly recorded plat described in deed to Rodgers Land Company, LLC, recorded on April 30, 2002, Clackamas County Recorder's Deed Record No. 2002-041189 and being more particularly described as follows:

The Easterly 10.00 feet of said Lots 9 and 10.

Said Easement containing 1,000.00 Square Feet, more or less.

Temporary Construction Easement:

A 25.00 foot wide Temporary Construction Easement in a portion of Lots 9 and 10, Block 6 DOVER PARK, a duly recorded plat described in deed to Rodgers Land Company, LLC, recorded on April 30, 2002, Clackamas County Recorder's Deed Record No. 2002-041189 and being more particularly described as follows:

The Westerly 25.00 feet of the Easterly 35.00 feet of said Lots 9 and 10.

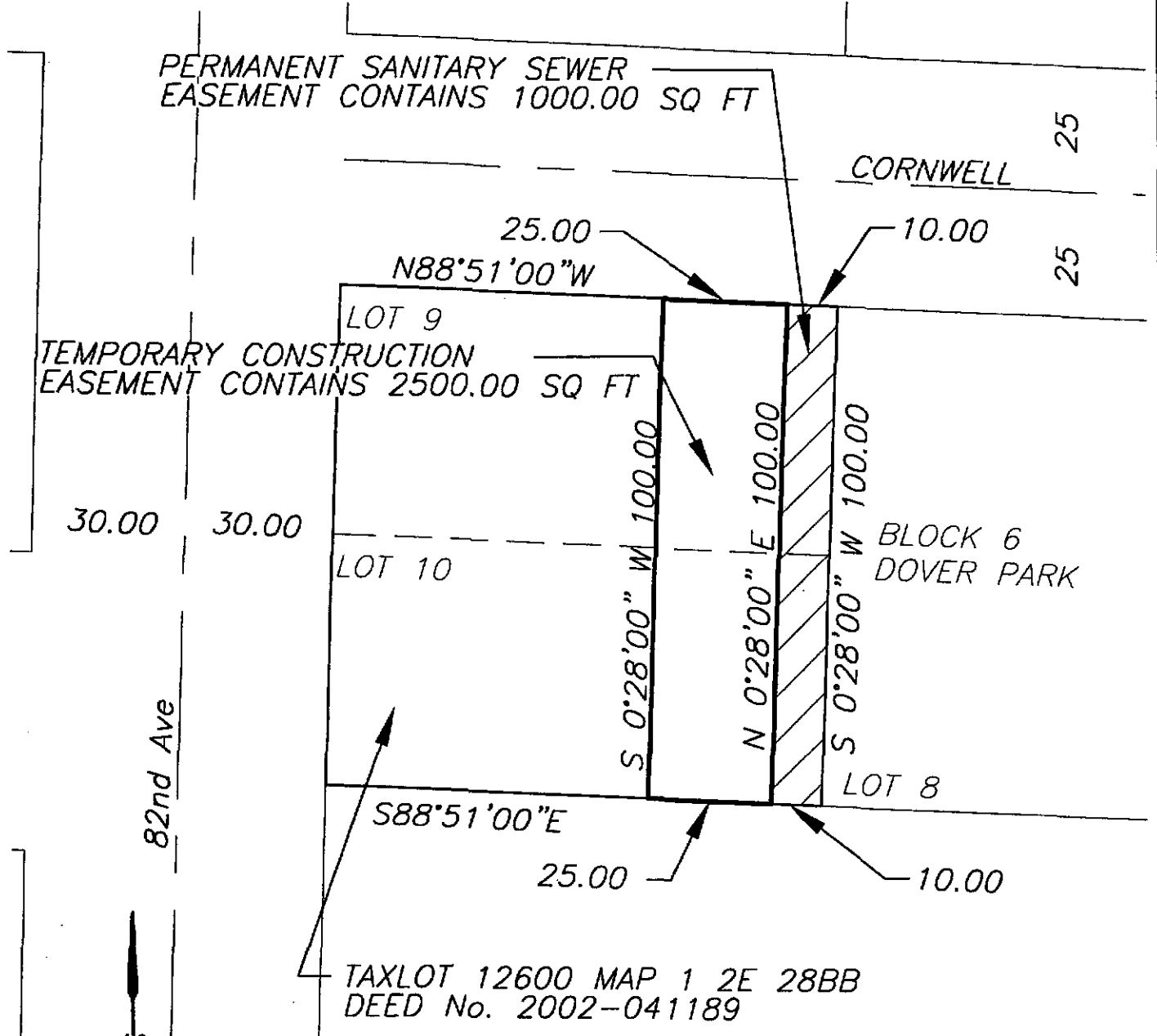
Said Easement containing 2500.00 Square Feet, more or less.

The attached EXHIBIT "B" is made a part thereof.

Easement No. WES P-III F-1
03/08/11
08.203.714

EXHIBIT "B"

LOCATED IN THE NW 1/4 NW 1/4 OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON.





PLAN

Scale: 1"=30'

Prepared by:
DEHAAS & ASSOCIATES, INC.
 SUITE 300 - A.G.C. CENTER
 9450 S.W. COMMERCE CIRCLE
 WILSONVILLE, OREGON 97070
 PHONE: (503) 682-2450

LEGEND

- ⊕ CENTERLINE
-  PERMANENT SANITARY SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
- FOUND MONUMENT
- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- LOT LINE

Prepared for:
COUNTY OF CLACKAMAS

Expires 12/31/12

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 FEBRUARY 4, 1983
 JAMES N. LANDRUM
 2024

EASEMENT No. WES-P/III F-1

03/08/11
 08.203.714