



AGENDA

THURSDAY, NOVEMBER 3, 2011 - 10:00 AM **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2011-87

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

1. Proclaiming November 2011 as Mediation Month in Clackamas County (Lauren MacNeill, Ellen Crawford and Amy Cleary)

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

Elected Officials

1. Resolution No. _____ to Establish a Sister-County Relationship between Clackamas County and Harney County (Commissioner Jamie Damon)

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. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval to Purchase a New Search and Rescue Command Post Trailer from TriVan Truck Body, LLC for the Clackamas County Sheriff's Office - CCSO

V. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for Project Management of the 129th Ave. Fish Passage Culvert Removal Project

VI. 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/>



LAUREN MACNEILL
DIRECTOR

RESOLUTION SERVICES

PUBLIC SERVICES BUILDING
2051 KAEN ROAD #210 | OREGON CITY, OR 97045

November 3, 2011

Board of Commissioners,
Clackamas County

Members of the Board:

**Proclaiming November 2011 as
Mediation Month in Clackamas County**

Clackamas County Resolution Services and Clackamas County Juvenile Department request approval of a proclamation declaring November 2011 as Mediation Month in Clackamas County. This is an annual recognition of mediation services provided throughout the county and across the state. The governor's office has executed a similar proclamation, declaring November to be Mediation Month in Oregon. In addition, the Oregon Mediation Association is holding its 25th annual conference November 4 & 5 in Portland, Oregon, the Oregon Peacemakers Conference was held on October 20th which was also national Conflict Resolution Day, and the Restorative Justice Forum was held on Sept. 27, 28 and 29, 2011 in Clackamas County.

There are two County departments that provide mediation services to county residents. Resolution Services offers both family mediation services and community mediation services. Clackamas County Juvenile Department collaborates with Resolution Services to offer Victim/Offender dialogues for youth offenders and their victims. All of these mediation services help empower our county citizens, encouraging them to utilize alternative conflict resolution services and learn effective skills that will help them deal more effectively with conflict in the future.

RECOMMENDATION:

We recommend the approval of this proclamation and that the Board of County Commissioners join in signing it.

Respectfully submitted,

Lauren MacNeill, Director, Clackamas County Resolution Services
Ellen Crawford, Director, Clackamas County Juvenile Department

For information on this issue or copies of attachments
Please contact Amy Cleary at 503-655-8700

Proclaiming November 2011 as Mediation Month in Clackamas County

WHEREAS residents of Clackamas County can choose mediation—with assistance from volunteer, court-affiliated, and private mediators—as a “first resort” to peacefully resolve their own conflicts, which promotes safer communities, schools and families, saves time and money, and creates better outcomes for everyone; and

WHEREAS the Clackamas County Commissioners join Oregon’s Governor, Attorney General and Chief Justice in their commitment to the use of mediation for problem-solving and dispute resolution, making Oregon a leader in providing statewide integrated approaches to the effective resolution of community, court, and public policy disputes; and

WHEREAS a wide variety of organizations provide and support mediation and dispute resolution services to the citizens of Clackamas County, including Resolution Services and the Juvenile Department Victim Offender Dialogue Program; and

WHEREAS the 25th annual conference of the Oregon Mediation Association will be held on November 4th and 5th in Portland, the Oregon Peacemakers Conference for middle and high school students was held October 20th which was also national Conflict Resolution Day, and the Restorative Justice Forum was held on September 7, 8 & 9 in Clackamas County.

NOW, THEREFORE, the Clackamas County Board of Commissioners, do hereby proclaim:

November 2011 as Mediation Month in Clackamas County

We encourage all citizens to join us in this observance.

Dated this 3rd day of November, 2011

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair





Clackamas County Resolution Services

Serving Families, Communities, and the Courts

Our Mission:

Clackamas County Resolution Services aims to enhance public safety by reducing the harmful impact of family and community conflict, strengthening family and community relationships, and reducing the reliance on the court and enforcement agencies for addressing family and community conflict. We accomplish this aim by empowering family and community members to effectively, peacefully and collaboratively resolve their disputes and build conflict resolution skills.

What is Resolution Services?

We provide a continuum of prevention and intervention services including information and referral, counseling, mediation, facilitation, education and training services. Our services to families include mediation before, during and after separation or divorce to resolve issues such as child custody, parenting time and property division. We offer divorce adjustment counseling to individuals, couples counseling to couples wishing to stay together, and post-judgment family and co-parenting counseling. RS also manages the Clackamas County Court's mandatory family law/parent education programs for divorcing parties with minor children.

We provide community mediation and conflict resolution services for Clackamas County residents, communities, businesses, organizations and governments. In addition, staff trains volunteers and offers a mediation process that enables people that are experiencing conflict or disagreement to resolve differences with the assistance of an impartial third party. Community mediation services teach citizens tangible skills in negotiation, respectful dialogue, and problem-solving tools designed to build safe and productive communities.

Conflict resolution services reduce litigation and other costs associated with unresolved conflict, keeping cases out of courts and enforcement agencies by empowering the people best suited to find mutually agreeable solutions – the disputants themselves.

Visit our website at <http://www.clackamas.us/ccrs/>

Send us an email at: RS@co.clackamas.or.us

Call us at (503) 655-8415

Clackamas County Resolution Services

Counseling Services

- **Couples' Counseling**
- **Individual counseling focused on divorce support and adjustment**
- **Family and co-parenting counseling for family members post-litigation**

Domestic Relations Mediation

- **Mediation and Counseling Services to divorcing, separating, or reconciling couples, families, and individuals**
- **Parent Education Classes**
- **Ask A Lawyer service**

Youth and Family Mediation

- **Mediation services to youth and parents**
- **Victim and Youth Offender Dialogue Facilitation services**
- **Elder Care and Adult Children mediation services**

Community Mediation Services

- **Neighbor to neighbor dispute resolution**
- **Mediation of issues within community groups**
- **Assistance in issues involving citizens and government**

Workplace Mediation Services

- **Mediation in workplace disputes between co-workers, or employees and their supervisors/managers**
- **Work group mediation**

Facilitation Services

- **Facilitation of community meetings, public policy discussions, and consensus-building processes**
- **Process improvement facilitation**
- **Meeting facilitation for businesses and work groups**

Training

- **Basic and Advanced Mediation skills trainings**
- **Custom training for work groups and community groups**
- **Internship and Volunteer Opportunities**
 - **Programs for interns studying Domestic Relations mediation**
 - **Community mediation volunteer opportunities**
 - **Advisory Committee membership**
 - **Application and acceptance required for participation**

Lauren MacNeill
Director



RESOLUTION SERVICES
Public Services Building

2051 Kaen Road, #210 / Oregon City, OR 97045

WHAT IS MEDIATION?

Mediation is a process that enables people in conflict or disagreement to resolve their differences with the assistance of an impartial third party – the mediator. Mediators will help to establish direct communication between the parties, listen to the concerns of all involved, and facilitate a constructive problem-solving process. Participation in the mediation process is voluntary and all discussions with the mediators and program staff are confidential.

A mediator is a trained individual who helps people in a dispute to understand the problem from each person's unique perspective and then helps everyone work together to find solutions and build agreement. Mediators do not act as counselors, judges, juries, or attorneys. In mediation, you and the other parties involved in the dispute are the decision-makers. Mediators work with you to facilitate a private, peaceful and productive process through which you can find a mutually acceptable solution to your problem.

HOW DOES IT WORK?

- You can discuss your concerns with a mediator, get information to help you approach the other person(s) involved in the dispute and work out a resolution on your own. Many people find that with the right tools and a little encouragement they CAN do it themselves!
- You may want to personally contact the other person(s) involved and suggest mediation. Our written materials can help you to explain the convenience and benefits of using this process and help you to persuade your neighbor to participate in mediation.
- You may also request that a mediator make contact with the other person(s) in order to explain your concerns, learn of their perspective and invite them to work with you to find a resolution. The mediator will work with all parties to find the best way to resolve the problem. You may choose to meet together with the help of co-mediators in a joint session. Day and evening hours are available for mediation sessions at convenient locations within the county. The mediators record your agreements and everyone receives a signed copy. This is the only written record of the joint session.

SOME WAYS TO RESOLVE CONFLICTS

TALK DIRECTLY: Assuming that there is no threat of physical violence, talk directly to the person with whom you have the problem. Direct conversation is much more effective than sending a letter, banging on the wall, throwing a rock, or complaining to everyone else.

CHOOSE A GOOD TIME: Plan ahead and allow yourselves enough time for a thorough discussion. Don't start talking about the conflict just as the other person is leaving to make dinner, for example. Try to talk in a quiet place where you can both be comfortable and undisturbed for as long as the discussion takes.

PLAN AHEAD: Think about what you want to say ahead of time. Explain what the problem is and how it affects you.

DON'T BLAME OR NAME-CALL: Antagonizing the other person only makes it harder for him or her to hear you and understand your concerns. Don't blame the other person for everything or begin the conversation with your opinion of what should be done.

GIVE INFORMATION: Don't interpret the other person's behavior. "You are blocking my driveway on purpose just to make me mad!" Instead, give information about your own feelings: "When your car blocks my driveway, I get angry because I can't get to work on time."

LISTEN: Give the other person a chance to tell his or her side of the conflict completely. Relax and listen; try to learn how the other person feels.

SHOW THAT YOU ARE LISTENING: Although you may not agree with what is being said, tell the other person that you hear him or her and are glad that you are discussing the problem together.

TALK IT ALL THROUGH: Once you start, get all of the issues and feelings out into the open. Don't leave out the part that seems too "difficult" to discuss or too "insignificant" to be important. Your solutions will work best if all issues are discussed thoroughly.

WORK ON A SOLUTION: When you have reached this point in the discussion, start working on a solution. Two or more people cooperating are much more effective than one person telling another to change. Be specific: "I will turn my music off at midnight" is better than a vague "I won't play my music anymore."

FOLLOW THROUGH: Agree to check with each other at specific times to make sure that the agreement is still working...then really do it!

SHOW YOUR APPRECIATION: If you notice an improvement and/or if you are feeling your concerns are being met with genuine effort by the other person(s), share your appreciation be a phone call, email, or thank you note. An apology is also very powerful if you think it is appropriate to give one.

Adapted from the Community Boards of San Francisco.



BOARD OF COUNTY COMMISSIONERS

November 3, 2011

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

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution to Establish a Sister-County Relationship
With Harney County, Oregon

Attached is a resolution to establish a sister-county relationship with Harney County, Oregon.

In June of 2010, I suggested to my fellow Commissioners the idea of creating a sister-county relationship with a predominately rural county. While each county in Oregon is unique, there are many common issues across the state. This collaboration would allow a broader understanding of statewide issues and perhaps a deeper understanding of the concerns of rural Clackamas County residents.

The Association of Oregon Counties has shown interest in following the progress of the Clackamas County-Harney County partnership. Hopefully, this relationship will become a model for similar collaboration throughout the state.

The Harney County Court intends to adopt a comparable resolution before the Association of Oregon Counties conference in mid-November.

County Counsel has reviewed the resolution and approved of it as to form.

RECOMMENDATION

I respectfully recommend that the Board approve and sign the attached resolution establishing a Sister-County relationship with Harney County.

Sincerely,

Jamie Damon
Commissioner

For information on this issue or copies of attachments please contact
Kimberlee DeSantis at (503) 742-5913

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

RESOLUTION TO ESTABLISH A
SISTER-COUNTY RELATIONSHIP
WITH HARNEY COUNTY, OREGON



Resolution No.

WHEREAS, Oregon is the 10th largest state by area in the United States and includes diverse geographic features such as valleys, forests, deserts and coastline that create separate, distinct and unique communities; and

WHEREAS, the Clackamas County Board of Commissioners recognizes that the state is split by the Cascade Mountains, creating a more urban western region and a more rural eastern region; and

WHEREAS, the Board of Commissioners recognizes that despite these geographic differences, each County in Oregon has similarities and is facing similar financial circumstances; and

WHEREAS, in furtherance of that, the Board believes a Sister-County affiliation will be a useful exercise to establish partnerships between the 36 Oregon counties and lead to discussions of how the diverse geography of the state affects aspects of governance and service provision; and

WHEREAS, recognizing these differences as a result of the urban/rural divide will lead to larger conversations at the State level helping to dispel some pervasive mutual misconceptions; and

WHEREAS, a significant portion of Clackamas County is considered rural and developing a relationship with another county may lead to a better understanding of the challenges rural Clackamas County residents face daily.

NOW, THEREFORE, BE IT RESOLVED that the Clackamas County Board of Commissioners wishes to establish the first Sister-County partnership in the State of Oregon; and

BE IT FURTHER RESOLVED that the Board of Commissioners will collaborate with the Association of Oregon Counties to further develop the Sister-County program for statewide implementation; and

BE IT FINALLY RESOLVED that the Clackamas County Board of Commissioners, with mutual agreement from the Harney County Court, hereby establishes a Sister-County partnership with Harney County.

ADOPTED this 3rd day of November, 2011

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

CHAIR

RECORDING SECRETARY

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

Thursday, September 15, 2011 – 10:00 AM

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

PRESENT: Commissioner Charlotte Lehan, Chair
Commissioner Paul Savas
Commissioner Jamie Damon
Housing Authority Commissioner Erica Allison

EXCUSED: Commissioner Jim Bernard
Commissioner Ann Lininger

~Pledge of Allegiance~

Commissioner Bernard and Commissioner Lininger are out of the office and will not be in attendance today.

Chair Lehan announced the Board is sitting as the Housing Authority Board for this next item, she asked the Clerk to read the Housing Authority Consent agenda by title.

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectable Accounts for the First Quarter of FY2012
Chair Lehan asked for a motion.

MOTION:

Commissioner Allison: I move approval of the Housing Authority Consent Agenda.

Commissioner Savas: Second.

Chair Lehan – all those in favor:

Commissioner Allison: Aye.

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Chair Lehan: Aye.

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

Before we begin the Public Hearing, Stephen Madkour, County Counsel and Under Sheriff Dave Kirby gave the BCC a brief update regarding a temporary restraining order issued by the court concerning the Rave event schedule to take place in Eagle Creek this weekend.

II. PUBLIC HEARING

1. Approval and Reading of Ordinance No. **02-2011** Repealing and Replacing Chapter 8.03 (Second Hand Dealers) of the Clackamas County Code, and Declaring an Emergency

Stephen Madkour, County Counsel and Detective David Kennel and Sergeant Adam Phillips, Clackamas County Sheriff's Office presented the staff report.

~Board Discussion~

Chair Lehan opened the public hearing and stated she had one person signed up to speak.

Alan Spinrad, Attorney at Law, 111 SW 5th Ave. Representing USA Pawn – concerned about the language in section 8.03.080 C.4.c. He submitted alternative language.

Detective Kennel and Sergeant Phillips stated the importance of verbally asking about proof of ownership, due to the small print on the transaction receipt. This language is consistent with other jurisdictions.

Chair Lehan asked if anyone else wished to speak, seeing none she asked for motion to read the ordinance by title only.

MOTION:

Commissioner Savas: I move we read the ordinance by title only.

Commissioner Damon: Second.

Chair Lehan asked the Clerk to assign a number and read the ordinance by title only.

The Clerk assigned Ordinance number 02-2011 and read the Ordinance by title.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Chair Lehan: Aye.

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

Chair Lehan asked the Clerk to read the Ordinance by title again since it was read before the vote (roll call) of the Board.

The Clerk read Ordinance No. 02-2011 by title only for a second time for clarification.

Chair Lehan asked for a motion for adoption.

MOTION:

Commissioner Savas: I move we adopt Ordinance No. 02-2011 Repealing and Replacing Chapter 8.03 (Second Hand Dealers) of the Clackamas County Code and Declaring an Emergency.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Chair Lehan: Aye.

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

Chair Lehan asked the Clerk to read Ordinance No. 02-2011 for a second time, which is actually for the third time.

The Clerk read Ordinance No. 02-2011 for the final time.

Chair Lehan noted that we did not make the changes requested by Mr. Spinrad; we did clarify the intent so this will not be confused moving forward.

III. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

Chair Lehan asked Steve Wheeler for an update on the Dollar Lake fire at Mt. Hood. Steve Wheeler state the fire is now 50% contained, the cooler weather had helped.

IV. CITIZEN COMMUNICATION

Les Poole, Oak Grove spoke on behalf of the silent majority against Milwaukie light rail and urban renewal.

V. CONSENT AGENDA

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

MOTION:

Commissioner Damon: I move we approve the Consent Agenda.

Commissioner Savas: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Chair Lehan: Aye.

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

A. DEVELOPMENT AGENCY

1. Approval of an Immediate Opportunity Fund Agreement for Oregon Iron Works – Highway 212 to Lawnfield Road Connector

B. Department of Emergency Management

1. Approval of the Urban Area Security Initiative Intergovernmental Agreement Amendment with the City of Portland for FY 2010 Grant Purchases

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC
2. Approval to Transfer Unclaimed Property (Firearms) to the Oregon State Police Forensic Lab - CCSO

D. Business & Community Services

1. Approval of Amendment No. 2 to the Contract with Seabold Construction, Inc. for the Sunnyside Village Public Library Project

VI. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

1. Approval of an Oregon Parks and Recreation Department Local Government Grant Agreement for the Renovation of Risley Park

VII. WATER ENVIRONMENT SERVICES

1. Acceptance of a Conservation Easement on behalf of the Surface Water Agency of Clackamas County

VIII. COMMISSIONERS COMMUNICATION

Commissioner Damon stated the Board is still working on the Public Testimony brochure and draft version #3 is available for comment.

The Board encouraged our residents to sign up for Clackamas County's emergency notification system – visit our web page at www.clackamas.or.us or call the emergency mgmt. office at 503 655-8378..

MEETING ADJOURNED – 10:45 AM

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



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Purchase a New Search and Rescue Command Post Trailer From TriVan Truck Body, LLC for the Sheriff's Department

The Clackamas County Sheriff's Department, Search and Rescue, requests approval to purchase a new command post trailer to include electronics and communications equipment. This purchase was requested by Lt. Shane Strangfield, Search and Rescue Program Manager, Clackamas County Sheriff's Office.

There is a need for new equipment to continue the need for search and rescue services within Clackamas County. Specifically, the Sheriff's Office is currently in need of a search and rescue command post large enough to run effective, long-term search and rescue missions on all Forest Service Lands. This command post is tied directly to the Sheriff's Office performance of search and rescue services on Federal land within the County, and without this equipment, the provision of services will not be able to continue in an efficient and effective manner.

The Bid was advertised on June 17, 2011. Purchasing received two response's at the time of closing on July 12, 2011. The Contractor was selected based upon the Evaluation Criteria set forth in the bid documents, and is in compliance with LCRB Rules and County Purchasing Policies and Procedures. The project has been reviewed by counsel.

The cost for the trailer and communication equipment is \$479,161.85. Funds for this purchase have been budgeted in FY 2011/2012 under line 216-1620-485505-06877. Federal grant funds under Title III of the EMERGENCY ECONOMIC STABILIZATION ACT OF 2008 "Secure Rural Schools and Community Self-Determination Program" will be used for this entire project.

Recommendation

Staff respectfully recommends that the Board give approval to the Clackamas County Sheriff's Office, Search and Rescue to purchase a new command post trailer from TriVan Truck Body LLC to include electronics and communications equipment. Total purchase amount not to exceed \$479,161.85.

Respectfully Submitted,

Undersheriff Matt Ellington
Sheriff Staff

For information on this issue or copies of attachments
please contact Lt. Shane Strangfield at 503-785-5081.

Placed on the Agenda of Nov. 3rd, 2011 by the Purchasing Division

"Working Together to Make a Difference"



LANE MILLER
MANAGER

PURCHASING DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **November 3, 2011** this Materials and Services Contract with TriVan Truck Body, LLC for manufacture of a Search and Rescue Command Post Trailer for the Clackamas County Sheriff. The Bid was advertised on June 17, 2011. Purchasing received two response's at the time of closing on July 12, 2011. The Contractor was selected based upon the Evaluation Criteria set forth in the bid documents, and is in compliance with LCRB Rules and County Purchasing Policies and Procedures. TriVan Truck Body, LLC was deemed to be the lowest responsive and responsible respondent. Cost for the Trailer is \$479,161.85. Funds for this contract have been budgeted within the Department's current FY 11/12 budget and a Federal Grant. The project has had Counsel review.

Recommended Action:

Staff respectfully requests approval of the contract with, TriVan Truck Body, LLC for manufacture of a Search and Rescue Command Post Trailer for the Clackamas County Sheriff.

Respectfully Submitted,

Dan Nenow

Dan Nenow, C. P. M.
Purchasing Staff



WATER
ENVIRONMENT
SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

November 3, 2011

Board of Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF HAPPY VALLEY AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
(CCSD#1) FOR PROJECT MANAGEMENT OF THE 129TH AVENUE FISH PASSAGE-
CULVERT REMOVAL PROJECT**

Clackamas County Service District No. 1 (CCSD#1) is working with the City of Happy Valley (CITY) to remove a culvert along 129th Avenue in the City of Happy Valley that is blocking migratory fish passage to upper Mt. Scott Creek. This culvert removal project was recommended by Oregon Department of Fish and Wildlife in their August 2010 report entitled "Fish Species and Abundance and Habitat Assessment of Streams in Clackamas County Service District #1". The project also supports the watershed health goals of the Kellogg/Mt. Scott Watershed Action Plans in that it will improve in-stream habitat conditions in Mt. Scott Creek.

CCSD#1 and the CITY are proposing partner on the design and construction of the culvert replacement. CCSD#1 has budgeted for and will provide funding up to \$50,000 for engineering services as outlined in Exhibit A. The CITY has budgeted for and will provide project management for the project. This project exemplifies the on-going cooperative relationship between the CCSD#1 Surface Water Program and the City of Happy Valley and will result in the removal of a significant barrier to migratory fish passage in the upper Mt. Scott watershed.

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

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for removal of a significant migratory fish passage barrier in Mt. Scott Creek.

Sincerely,



Michael S. Kuenzi
Director

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

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/

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT is made this _____ Day of _____, 2011, by and between Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451 and City of Happy Valley ("CITY").

RECITALS

WHEREAS, the DISTRICT and CITY both are Municipal Separate Storm Sewer Systems ("MS4") co-permittees on the Clackamas County Phase I MS4 Permit and jointly provide surface water management services within the CITY; and

WHEREAS, the CITY and DISTRICT and have a MS4-related mutual goal to improve fish passage in local streams and creeks; and

WHEREAS, the CITY identified a culvert on Mt. Scott Creek near SE 129th Avenue which needs to be replaced to improve fish passage and assist in revitalizing riparian habitat ("Project"); and

WHEREAS, the CITY and DISTRICT desire to partner in a capital project to replace said culvert; and

WHEREAS, the DISTRICT has budgeted funds for the design and construction of said culvert; and

WHEREAS, the CITY has budgeted funds for the construction management of said culvert; and

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies that may be obtained thereby; and

WHEREAS, the parties agree that the joint funding of the design, construction and project management of said culvert replacement shall be clearly defined and the roles and responsibilities of each party shall be agreed upon, and being fully advised;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

- 1. Term and Termination.** This Agreement shall be effective on July 1, 2011, and shall terminate upon completion of the construction of the Project, unless either party gives notice to the other not less than 90 days. In such case, each Party shall be responsible for their pro rata share of the costs as outlined below as of the date of termination. Neither the DISTRICT nor the CITY shall incur any new obligations after the effective date of the termination, and each shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

2. Obligation of the DISTRICT:

- A. The DISTRICT shall pay the CITY up to \$50,000 for the engineering services for the PROJECT as the same are more particularly described in Exhibit A.
- B. The DISTRICT shall review and approve the engineers PROJECT cost estimate (the "Estimated Project Costs") prior to public bidding. If the DISTRICT does not approve the PROJECT cost estimates, then the PROJECT shall not go forward and the DISTRICT shall have no further obligations hereunder.
- C. Upon successful bidding, the DISTRICT shall pay the CITY up to 105% of the Estimated Project Costs. Any amounts in excess of that, whether due to change order, force majeure or otherwise, shall be the responsibility of the CITY unless previously agreed to in writing by the DISTRICT.
- D. DISTRICT shall make monthly payments on the amounts owing pursuant to Section 2.C. The amount of each monthly installment shall be equal to the amount presented to the DISTRICT by the CITY, supported by reports and related invoices from the CITY and its contractors, including invoices and change orders from the contractor, describing the physical and related work performed on the construction of the PROJECT.
- E. The DISTRICT shall review all engineered plans, calculations, and shop drawings to ensure compliance with DISTRICT requirements. DISTRICT is under no obligation to alter or mitigate the costs that may arise from its rules and regulations, even if such requirements would increase costs beyond the total amount of compensation allowed hereunder. DISTRICT shall treat the PROJECT as it would any other for purposes of review and ensuring compliance.
- F. The DISTRICT shall be afforded the opportunity to attend all construction meetings and offer suggestions.
- G. The DISTRICT shall be afforded access to the Project throughout construction of the FACILITIES.

3. Obligation of the CITY:

- A. The CITY shall be responsible to manage the PROJECT design and construction as described on Exhibit A. The CITY shall fund any other improvements not associated with the PROJECT but part of the bid package.
- B. The CITY shall obtain all necessary local, state, and federal permits for construction.
- C. The CITY shall oversee the administration of all design and construction contracts, including the bidding and award thereof, and is responsible for completing the PROJECT. The DISTRICT shall be named as an additional insured on the construction contractor's insurance.
- D. The CITY shall provide competent and adequate supervision and inspection services for the project, and forward copies of all inspection reports to the DISTRICT.
- E. The CITY shall obtain DISTRICT approval, in writing, prior to approving any Change Orders for which the DISTRICT participates in funding. Prior approval is not necessary for changes to correct minor errors, minor changes, or emergency

changes. If there is a question as to whether a change is minor, the CITY shall contact the DISTRICT representative to confer and receive DISTRICT's agreement on the characterization.

F. The CITY shall pay for any changes to the PROJECT that are not specifically included within the scope of work described in Exhibit A, unless specifically previously approved in writing by the DISTRICT.

4. **Work Plan and Scheduling of Work.** The attached Scope of Work, described in Exhibit A, provides for scheduling design and construction work. Commencing in July of 2011, and each month thereafter, until the PROJECT is deemed completed CITY, the parties shall meet to assess the progress of work and contract payments.

Nothing herein shall prevent the parties from meeting periodically to jointly adjust the schedule or the contents of Exhibit A. Each party shall use best efforts to coordinate with the other to minimize conflicts.

5. **Indemnity.** To the extent permitted by law, each party shall indemnify and defend the other, its elected officials, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the or act of that party. Each party shall have no liability to the other for any injury, loss, or damage caused by third parties, or by any condition of the facilities.

6. **Default and Termination.**

6.1. **Default:** The failure or delay by either the CITY or the DISTRICT to perform any term or provision of this Agreement constitutes a default under this Agreement.

6.1.1. The injured party shall give written notice of default to the party in default, specifying the default complaint of the injured party.

6.1.2. If the party in default commences to cure, correct, or remedy the default within thirty (30) days after receipt of a notice specifying the default, and thereafter diligently prosecutes the cure, correction, or remedy to completion, then such party shall not be in default.

6.1.3. Default shall be grounds for the termination of this Agreement.

7. **Miscellaneous.**

7.1. **Merger:** This Agreement constitutes the entire agreement between the parties on the subject matter hereof.

7.3. **Amendment:** Modifications, amendments, or change of terms of this Agreement shall be made by mutual written consent of the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing.

7.3.1. Any waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

7.4. Waiver: The failure of the DISTRICT or the CITY to enforce any part of this Agreement shall not constitute a waiver of that or any other provision.

7.5. Notice: Any notice required or permitted under this Agreement shall be given in writing, shall be effective when actually received, and may be given in any manner consistent with communication between units of government. Until such time as the parties name other individuals, for purposes of providing notice under this Agreement the parties designate the individuals set out below:

For the DISTRICT:

Carol Murdock – Stormwater Program Manager
Water Environment Services
Development Services Building
150 Beaver Creek Rd., 4th Floor
Oregon City, OR 97045

For the CITY:

Carol Earle, PE – Engineering Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

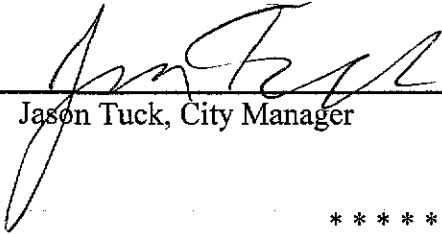
7.6. Overhead and Administration: Save for the payment of DISTRICT and CITY staff on a total hourly rate for work performed under this Agreement and normal fees for design review, the DISTRICT and the CITY shall not look for reimbursement from one to the other.

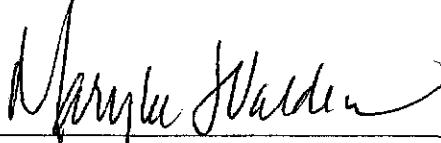
7.7. Compliance with the law and notice of action: The DISTRICT and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Each party shall give the other immediate written notice of any action or suit filed or any claim made against them that may result in litigation in any way related to this Agreement.

7.8. No third party beneficiaries: While the CITY and the DISTRICT intend, as a natural consequence of their actions, to improve the level of service to the public, there are no third party beneficiaries to this Agreement. The only parties able to enforce its terms are the CITY and the DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above-mentioned.

CITY of HAPPY VALLEY

By: 
Jason Tuck, City Manager

By: 
Marylee Walden, City Recorder

**Clackamas County Board of Commissioners, Governing body of:
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**

By: _____
Chair

By: _____
Chris Storey, District Counsel

Proposal for

**CONSULTING ENGINEERING SERVICES FOR
OLD SE 129TH AVENUE/
MT. SCOTT CREEK
CULVERT REPLACEMENT**

Prepared for
CITY OF HAPPY VALLEY



May 3, 2011



*13910 SW Galbreath Drive, Suite 100
Sherwood, OR 97140
P (503) 925-8799
F (503) 925-8969*

May 3, 2011

Carol Earle, PE, Engineering Manager
 Chris Randall, Public Works Director
 City of Happy Valley
 16000 SE Misty Drive
 Happy Valley, OR 97086

**RE: PROPOSAL FOR CONSULTING
 ENGINEERING SERVICES FOR
 OLD SE 129TH AVENUE/MT. SCOTT
 CREEK CULVERT REPLACEMENT**

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Dear Carol and Chris:

The replacement of the Mt. Scott Creek culvert at the Old SE 129th Avenue is a project that has been contemplated for several years. As you know, we performed surveying for the project a few years ago. We are now pleased to perform the engineering for completion of the project.

After talking with you and visiting the site, AKS assembled a team to address all of the challenges anticipated for this project. Our team includes two subconsultants: SWCA Environmental Consultants will provide environmental / wetland delineation services, and GeoPacific Engineering will provide geotechnical services. We are confident we can provide the services required to complete the project correctly, on time, and according to City, County, State, and Federal requirements.

AKS has an impressive resume of current and completed public and private projects including a substantial portfolio of in stream projects. We have also demonstrated our ability to quickly respond to the City's needs and work closely with City staff on a regular basis. Our experience, combined with our overwhelming desire and commitment to provide the highest level of service to our clients, makes AKS the ideal choice to provide engineering services to Happy Valley for the Old SE 129th Avenue/Mt. Scott Creek culvert replacement project.

You can contact me at (503) 925-8799 and by email at monty@aks-eng.com. We look forward to working with you on this project. Thank you for your time.

Sincerely,
 AKS ENGINEERING & FORESTRY, LLC



Principal, Project Manager



PROJECT UNDERSTANDING, APPROACH, & SCOPE OF WORK

The City of Happy Valley is proposing to replace two existing 60-inch diameter metal culverts located under the old SE 129th Avenue where Mt. Scott Creek crosses it with a bottomless culvert, box culvert, or a small bridge to allow fish passage.

Task 1. Project Kickoff Meeting, Initial Research, and Project Planning

- AKS will schedule and hold an informal project kickoff meeting with the City to review the project scope.
- AKS and subconsultant SWCA will review all available records of stream and wetland delineations along Mt. Scott Creek in the project area.
- AKS and subconsultant SWCA will review all permitting requirements applicable to the project.
- AKS will request information and maps from all utility companies that have utilities within the subject area.
- The Oregon Utility Notification Center will be contacted to field mark utilities throughout the subject area.

Task 2. Wetland and Water Delineation and DSL Delineation Report

Mt. Scott Creek is mapped as an Essential Salmonid Habitat stream on the Oregon Department of State Lands (DSL) ESH Map for Clackamas County and is mapped as a Protected Water Feature on the City of Happy Valley Steep Slopes and Natural Resource Overlay Zone (NROZ) Map. Wetlands are mapped along Mt. Scott Creek on the 1997 Happy Valley Local Wetland Inventory and Wildlife Habitat Assessment Map.

- SWCA will delineate the boundary of any potentially jurisdictional wetlands adjacent to Mt. Scott Creek and/or the ordinary high water mark (OHWM) of Mt. Scott Creek in

the vicinity of the existing 60-inch diameter culverts in the old SE 129th Avenue right-of-way.

- The wetland and waters delineation will be conducted in accordance with the methodology of the 1987 U.S. Army Corps of Engineers Wetlands Delineation Manual and the Western Mountains, Valleys, and Coast Regional Supplement to the Corps of Engineers Wetland Delineation Manual, used by the Corps and the Oregon Department of State Lands (DSL).
- Hydrology, soils, and vegetation of the project area will be documented on wetland determination data sheets.
- Any wetland and/or water boundaries documented within the study area and the sample plot locations will be flagged in the field for surveying by AKS.
- An approximate hand sketch map of the wetland/water boundary and plot locations will be prepared by SWCA to assist the AKS surveyors.
- SWCA will prepare a summary report of the wetland and water delineation for review by AKS and the City of Happy Valley prior to submittal to any regulatory agencies.
- The report will meet the requirements of DSL's January 1, 2008 wetland delineation report rules.
- Maps for inclusion in the wetland delineation report depicting surveyed wetland and water boundaries and sample plot locations will be prepared by AKS.
- SWCA will coordinate with AKS to facilitate the preparation of these maps by AKS.

Task 3. Site/Topographic/Design Surveying

AKS will perform necessary site, topographic, and design surveying services. At a minimum, surveying will include the following:

- Tying into and referencing previous AKS survey work performed in the area
- Establishing a horizontal and vertical survey control network
- Referencing the network and all mapping to a City and WES approved vertical datum



Surveying the locations of:

- Delineated wetland and water boundary markers and sample plot markers placed by SWCA
- Sanitary sewer, storm drainage, water, power, phone, gas, and other utilities that will potentially conflict with construction
- Utility poles and overhead wires
- Centerline of roadway
- Top of curb, base of gutter, edge of pavement, or edge of gravel
- Sidewalk and sidewalk ramps
- Driveways
- Trees
- Other important topographic features
- Establishing approximate property, right-of-way, and easement lines

Task 4. Geotechnical Reconnaissance

- GeoPacific will provide a reconnaissance level geotechnical evaluation of soil strength for support of culverts, footings, or abutments.
- GeoPacific will prepare a report letter with information on soil strength to be used for design purposes.

Task 5. Alternatives Analysis

AKS will evaluate different products for the crossing. These products include:

- Oversized conventional culvert
- Bottomless culvert
- Box culvert
- Small bridge
- Railroad car bridge

AKS will determine the best horizontal and vertical alignment for the crossing. Factors which will be considered include:

- Type of product
- Proximity of utilities / utility conflicts
- Location within the street right-of-way
- Location within the stream channel

Task 6. Engineering Design

AKS will provide a thorough and cost effective engineering design. To begin the design process, AKS will schedule and hold an informal pre-design meeting with City Staff. The meeting will include discussion of:

- Design standards
- Standard drawings
- Permitting requirements
- Any concerns or issues

Prepare Preliminary Design (50%)

AKS will prepare preliminary engineering design drawings.

- These plans will incorporate information from the pre-design meeting.
- AKS will prepare preliminary materials quantities estimates.
- AKS will prepare preliminary engineer's construction cost estimates.
- AKS will schedule and hold a "mid-review" meeting with the City.

Prepare Design (90%)

AKS will prepare engineering plans (90%) to include:

- Plan and profile information, construction notes, and construction details.
- Information from the "mid-review" meeting.
- AKS will also prepare updated materials quantities estimates and a preliminary engineer's construction cost estimate.

Upon completion, AKS will submit the 90% plans, updated materials quantities estimates, and updated engineer's construction cost estimates to City staff for review.

Prepare Final Design (100%)

AKS will prepare final construction plans (100% plans) to include:

- All plan and profile information, construction notes, and construction details.
- Information from the 90% review.



AKS will also prepare final materials quantities estimates and final engineer's construction cost estimates.

Task 7. Happy Valley Natural Resource Assessment Report and Approval

Mt. Scott Creek is mapped as a protected water feature requiring the maximum extent of vegetated corridor on the City of Happy Valley Steep Slopes and Natural Resource Overlay Zone (NROZ) Map C3. The width of the vegetated corridor varies from 25 feet up to 200 feet depending on the adjacent slope and upstream drainage area. In addition, the area around Mt. Scott Creek in the project area is mapped as a Habitat Conservation Area (HCA) with a Moderate Value designation on the NROZ map.

If the culvert replacement does not result in additional encroachment into the NROZ, the project may be exempt from the requirements of City's Article 16.34 Natural Resources Overlay Zone Chapter.

If additional encroachment into the vegetated corridor or Mt. Scott Creek is necessary, SWCA will prepare a Natural Resource Assessment Report pursuant to Section 16.34.060 of the City of Happy Valley Code, which will:

- Determine the width of the vegetated corridor and
- Include a mitigation plan in accordance with Section 16.34.070.4 of the City Code to compensate for impacts to the vegetated corridor and HCA.

Task 8. Section 404 Joint Removal-Fill Permit

Culvert replacement is eligible for a State General Authorization (GA) under OAR141-089-0170 *For Certain Transportation-Related Structures*, as long as the mandatory conditions can be met and the project does not result in greater than 5,000 cubic yards of material filled, removed, or altered. The project may also qualify for a Nationwide Permit (NWP) NW-03 *Maintenance* from the Portland District Corps of Engineers

(Corps), or may be determined to be exempt from a Corps permit if the culvert replacement does not change the character, scope or size of the original fill design (no additional fill to waters or wetlands).

SWCA will work with the project team to design the project to minimize impacts to wetlands and waters and will prepare an abbreviated Section 404 joint removal-fill permit application to meet the State and Federal submittal requirements for the GA and NWP. All project drawings (including cross-section drawings) and impact calculations to be included in the permit application are to be provided by AKS.

The project is located within the Service Area for the Foster Creek Mitigation Bank. We recommend the purchase of credits from the Foster Creek Mitigation Bank to compensate for any unavoidable fill in wetland and/or water. The purchase of bank credits will satisfy both DSL and the Portland District Corps mitigation requirements.

Task 9. Arborist Review

AKS will review any potential impacts to existing trees within the project area.

Task 10. Construction Contract Documents and Specifications

AKS will prepare the Construction Contract Documents and Specifications. This information will be prepared based on the following:

- City's standard contract templates
- Information on contract templates and construction specifications AKS has utilized on other projects
- Any concerns or issues raised by the City
- AKS will schedule and hold a meeting with the City. The meeting will include a final review of the contract documents and specifications.
- AKS will prepare the final contract documents and specifications. This will include bid sheets, bond requirements, schedule, etc.



Task 11. Contractor Bidding and Selection

AKS will perform the following contractor bidding and selection services:

- Preparation of complete contractor bid packages.
- AKS will be available to respond and address contractor bidder questions throughout the advertising and bidding process.
- Preparation of any necessary project bid addendums.
- AKS will assist the City in bid evaluation and review and provide recommendations for contractor selection and bid alternates.
- AKS will work with the City to provide copies of all bid package materials

Task 12. Construction Administration, Inspection, Support

Pre-Construction Meeting

AKS will schedule, organize, and coordinate a pre-construction meeting with all necessary officials including the City, and Contractor. The pre-construction meeting will include the following:

- The City, AKS, and Contractor contact information will be exchanged, including introductions of key project team members.
- Proper communication protocol will be established.
- A construction schedule will be provided by the Contractor and discussed.
- Expectations will be discussed.
- Critical construction items and timelines will be discussed.

Construction Inspection and Construction Engineering Support

AKS will provide the following services:

- Construction Observation and Construction Engineering Support services.
- Coordinate all construction activities with the Contractor, City, and other applicable parties.
- Review all submittals to assure compliance

with the Contract documents, specifications, and plans.

- Review and respond to Contractor requests for information (RFIs).
- Inspections to monitor progress, workmanship, and to conduct project design and specification compliance inspections.
- Track all subcontractors and suppliers that work on the project.
- Review contractor shop drawings.
- Organize and attend regular construction meetings and maintain project documentation including meeting notes and inspection reports.
- Review and recommend payment or appropriate modification of progress payment invoices from the Contractor.
- Review and address all Change Orders from the Contractor.
- Review all subcontractor and supplier releases.
- Monitor all required testing.

Task 13. Geotechnical Monitoring and Testing

GeoPacific will provide the following:

- Footing subgrade site visit and review of conditions
- Compaction testing (and proctor laboratory test)
- Final completion letter report

Task 14. Construction Surveying

AKS will provide necessary construction surveying. Construction surveying will be coordinated directly with the Contractor. It will include staking for:

- Construction Limits
- Erosion Control
- Culvert placement
- Rough grade
- Final grade



Task 15. Project Finalization

AKS will provide necessary project finalization / "close out" activities. This will include the following activities:

- A final walk-through and development of a final contractor punch list
- Ensure that all items on the punch list are constructed per the contract documents, specifications, and construction plans
- Provide the City with final "as-builts".
- Coordination with all applicable agencies to ensure all permitted work is completed and closed out
- Receive, review, and approve for completeness and accuracy the contract closeout documentation and any necessary maintenance bonds.
- Prepare a Certificate of Final Completion and recommend final acceptance by the City.
- Review and recommend final payment to the Contractor (including the release of retainage).

COST ESTIMATE

Task 1. Project Kickoff Meeting, Initial Research, and Project Planning	\$ 800
Task 2. Wetland and Water Delineation and DSL Delineation Report	\$3,900
Task 3. Site/Topographic/Design Surveying	\$2,000
Task 4. Geotechnical Reconnaissance	\$ 800
Task 5. Alternatives Analysis	\$3,000
Task 6. Engineering Design	\$7,000
Task 7. Happy Valley Natural Resource Assessment Report and Approval	\$1,500

Task 8. Section 404 Joint Removal-Fill Permit	\$2,500
Task 9. Arborist Review	\$ 300
Task 10. Construction Contract Documents and Specifications	\$1,500
Task 11. Contractor Bidding and Selection	\$1,500
Task 12. Construction Administration, Inspection, Support	\$7,000
Task 13. Geotechnical Monitoring and Testing	\$2,500
Task 14. Construction Surveying	\$3,000
Task 15. Project Finalization	\$2,000
Reimbursable Expenses	\$2,800
TOTAL	\$42,100

PROJECT TEAM

AKS Engineering & Forestry is a locally owned multi-disciplinary consulting firm that has been providing civil engineering services to public agencies and private clients for the past 14 years. The team we are proposing for the Old SE 129th Avenue/Mt. Scott Creek project has worked for and in Happy Valley for many years. We offer expertise in engineering, land surveying, environmental and cultural resources, geotechnical, and agency coordination. We bring the added and unique benefit of in-house arborist services. Our staff is licensed to provide professional engineering services in Oregon, Idaho, Washington, and Alaska.

In addition to AKS' staff of 30 employees, our team includes two subconsultants: SWCA Environmental Consultants for the environmental