



# AGENDA

**Thursday, March 22, 2012 - 10:00 AM**  
**Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-17

**I. CALL TO ORDER**

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

**II. PUBLIC HEARING Continued** *(Continued from 3-15-2012 Business Meeting for Board Discussion only – no additional Public Testimony on this item)*

1. **Continued for Board Discussion Only** - Public Hearing for the Housing Authority of Clackamas County's Fiscal Year 2012 Annual Plan (Trell Anderson, Housing Authority)

**III. PREVIOUSLY APPROVED LAND USE BOARD ORDER** *(No public testimony on this item) (Rhett Tatum, County Counsel) – Previously approved 2-15-2012*

1. Board Order No. \_\_\_\_\_ for a Comprehensive Plan Amendment and Zone Change for Portland General Electric – File No. Z0417-11-CP/Z0418-11-ZAP

**IV. PUBLIC HEARING ON PROPOSED ZONING AND DEVELOPMENT ORDINANCE**

*(The following item(s) will be individually presented by County staff. Interested parties may appear and be heard during the testimony phase of any hearing. If a hearing is set for decision only, the evidence phase has been completed, so interested parties may no longer be heard. Applications or comments may be inspected, and calls or correspondence directed to, the Planning Division 150 Beavercreek Road, Oregon City, Oregon 97045, (503) 742-4500.)*

1. Zoning and Development Ordinance Amendment - **ZDO-235** (Jennifer Hughes, Planning Division, Rhett Tatum, County Counsel)

ZDO-235 is a legislative text amendment to the Clackamas County Zoning and Development Ordinance. ZDO-235 is a proposal that includes two distinct subject areas: 1) add section 105 to the Zoning and Development Ordinance to formally provide for a Planning Commission; and 2) add section 106 to the Zoning and Development Ordinance to standardize and revise the similar uses provision of the ZDO.

**V. 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**

**VI. 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.)*

**VII. 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**

- 4 1. Approval of an Amendment to the Agreement with American Medical Response Northwest, Inc. for Emergency Ambulance Services - CH
- 5 2. Approval to Apply for a Rural Transportation Grant from the Oregon Department of Transportation in order to continue the Mountain Express Bus Service in the Hoodland Area – SSD

**B. Department of Transportation & Development**

- 6 1. Approval of Supplemental Project Agreement No. 27945 between Clackamas County and the Oregon Department of Transportation for the Salmon River (Arrah Wanna Road) Bridge Replacement Project

**C. Elected Officials**

- 7 1. Approval of Previous Business Meeting Minutes – BCC

**D. Department of Emergency Management**

- 8 1. Approval of Inter-Governmental Agreements with Boring Water District and the City of West Linn for the Use of Clackamas County Emergency Notification System

**VIII. COMMISSIONERS COMMUNICATION**

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

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

March 22, 2012

Board of Commissioners of the  
Housing Authority of Clackamas County

Members of the Board:

### Discussion on the Fiscal Year 2012 Annual Plan

On March 15, 2012 a Public Hearing was held for the Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, for consideration of public comments regarding the HACC's Fiscal Year 2012 Annual Plan. After the public hearing was closed the Board made a motion to continue the public hearing for Board discussion only at the next Business Meeting on March 22, 2012. This continuation will be for Board discussion and consideration of public comments received on March 15<sup>th</sup>. No public testimony will be taken.

The Annual Plan will be effective July 1st, 2012. The purpose of the Annual Plan is to provide an annual update to HUD (U.S. Department of Housing and Urban Development) regarding the Housing Authority's policies, rules, and requirements concerning its operations, programs and services. The Annual Plan can be amended during the implementation year by calling a public hearing in front of the Board of County Commissioners and by providing notification of the amendment of modification to HUD. The amendment will be approved in accordance with HUD's plan review procedures, as provided in the Code of Federal Regulations (CFR) 903.23.

Per the requirements of the Quality Housing and Work Responsibility Act (QHWRA) of 1998, this Annual Plan was developed in consultation with the Resident Advisory Board (RAB). The RAB is made up of residents from Public Housing and Section 8 programs. The RAB met on January 11th, 2012 to review the Annual Plan. On January 8th, 2012, HACC published a public notice opening the Annual Plan for public review and comments from January 19th, 2012 through March 2nd, 2012. The Annual Plan was made available at the HACC Administrative Office, HACC Property Management Offices, Clackamas County Oak Grove Library, and was posted on HACC's website.

There are several final steps required prior to finalizing the Annual Plan. A public hearing in front of the Board and the final Board approval of the Annual Plan are the final two steps in the process. The public hearing gives one more opportunity for public comments to be received and considered by the Board for HACC to make any final revisions to the Annual Plan. A public notice was published on March 4, 2012 for the public hearing.

The Board will adopt the final version of the Annual Plan on Thursday, April 5<sup>th</sup>, 2012. The final version, including all attachments and certifications, will be submitted to HUD by April 17<sup>th</sup>. This final step is required to be completed at least 75 days before the beginning of our fiscal year (7/1/2011).

**Recommendation:**

Staff recommends that the Board hold a discussion on the Annual Plan on March 22<sup>nd</sup>, 2012, for consideration of public comments, and direct HACC staff in finalizing the Annual Plan (July 1, 2012-June 30, 2013).

Staff also requests approval to hold a Special Meeting of the Board on April 5th, 2012 for the purpose of adopting the Plan as part of a consent calendar.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Cindy Becker", followed by a horizontal line extending to the right.

Cindy Becker  
Director

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

2

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

In the Matter of a Comprehensive  
Plan Amendment and Zone Change  
for Portland General Electric, on property  
described as T2S R2E Section 11D,  
Tax Lot 1302



ORDER NO.

File No.: Z0417-11-CP / Z0418-11-ZAP

This matter coming regularly before the Board of County Commissioners, and it appearing that Portland General Electric Company made application for a Comprehensive Plan amendment and zone change on property described as T2S, R2E, Section 11D, Tax Lot 01302, located on the south side of S.E. Jennifer Street at the southeast corner of its intersection with SE 135<sup>th</sup> Avenue, depicted in Exhibit A; and

It further appearing that the planning staff, by its report dated January 2, 2012, recommended approval of the application; and

It further appearing that the Planning Commission, at its January 9, 2012 meeting, recommended approval of the application; and

It further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on February 15, 2012, at which testimony and evidence was presented, and that a preliminary decision was made by the Board on February 15, 2012;

Based on the evidence and testimony presented this Board makes the following findings and conclusions.

1. The applicant requests approval of a Comprehensive Plan Map Amendment from Medium Density Residential to Light Industrial and a corresponding zone change from MR-1 (Medium Density Residential) to I-2 (Light Industrial).
2. The Board finds that the application meets the requirements of the Statewide Planning Goals, the Clackamas County Comprehensive Plan Policies, the applicable state laws and regulations, and the Clackamas County Zoning and Development Ordinance, and adopts as its findings the Staff Report dated January 2, 2012, included as Exhibit B.

NOW, THEREFORE, IT IS HEREBY ORDERED that the requested Comprehensive Plan Amendment and Zone Change are approved and made.

DATED this 22 day of March, 2012.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



## Land Use Hearing Item Staff Report to the Board of County Commissioners

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**File Number:** ZDO-235

**Staff Contact:** Jennifer Hughes, Principal Planner, Planning and Zoning Division;  
503-742-4518

**Board of County Commissioners Hearing Date:** March 22, 2012

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### PROPOSAL

The proposal is a legislative text amendment to the Clackamas County Zoning and Development Ordinance (ZDO). File ZDO-235 is a proposal that includes two distinct subject areas.

- **Add Section 105 to the ZDO to Formally Provide for a Planning Commission.**  
Although state law provides for county planning commissions and Clackamas County has had one since the 1950s, the County Code does not expressly provide for one. The new ZDO section would cover such administrative matters as the number of commissioners, length of terms, and method of filling unexpired terms upon vacancy. The proposal does not include significant changes to the way the Commission is currently structured, except to establish May 1 as the beginning date for all terms and to require terms to be staggered as evenly as possible over a four-year cycle.
  
- **Add Section 106 to the ZDO to Standardize and Revise the Similar Uses Provisions of the ZDO.** The ZDO currently establishes some circumstances where an applicant can request a determination that a proposed use is similar to other uses expressly allowed by the code and should, therefore, be allowed as well. However, this option is not uniformly available, and the application process is sometimes through Planning Director review and sometimes through Hearings Officer review. The proposal is to provide this option in all commercial, industrial and mixed use zones and to establish Planning Director review as the default process. (The ZDO already allows an applicant to request Hearings Officer review in lieu of Planning Director review for all land use application types, so this option would continue to be available.) Several new standards are proposed to place clear limitations on whether a use can be authorized as similar to a listed use, and to specify the review process and standards that apply to development of a similar use.

This issue arose as a result of a situation where a social service use is being conducted in a Business Park zone. If the use were being operated by the government, rather than a private nonprofit, a conditional use permit could be sought. Likewise if the use were being operated in another urban industrial zone, a similar use determination could be sought. However, in the BP zone, this option is not available for conditional uses. (There is no guarantee that either of these applications would be successful, but at least the opportunity to apply would exist.) Rather than

propose a band-aid approach for this one circumstance, staff's recommendation is to address the issue more comprehensively by including all mixed use, commercial and industrial zones. The ZDO includes lengthy lists of permitted uses in most zones, and it is almost inevitable that some appropriate uses will be left out, either because the drafters didn't think of those uses, or because the market evolves and new uses emerge. A similar use provision offers applicants a forum to argue that their proposed use should be permitted.

The proposal also includes housekeeping amendments to Sections 101 through 104 and conforming amendments to Sections 501, 502, 504, 505, 507, 509, 601, 602, 603, 604, 606, 707, 813, 1606, 1607, 1701, 1703 and 1707.

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### **RELATED PRIOR BCC ACTION**

On December 6, 2011, a study session was held on several Planning and Zoning Division matters. Included was a discussion of amending the ZDO to include administrative provisions related to the Planning Commission. Direction from the BCC was to proceed with the amendment. There has been no prior BCC action on the issue of authorization of similar uses.

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### **PLANNING COMMISSION ACTION**

A hearing was held on February 27, 2011, for Planning Commission consideration of the proposed ZDO text amendments. There was no oral testimony offered from the public or other jurisdictions or agencies. One letter was received in support of the amendments related to authorization of similar uses and is in the record as Exhibit 1.

The Planning Commission unanimously recommended adoption of the changes related to the Planning Commission. The Planning Commission recommended adoption of the changes related to authorization of similar uses by a vote of 8 to 1.

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### **CPO, HAMLET AND VILLAGE RECOMMENDATIONS**

No written or oral testimony or recommendations have been received from any Community Planning Organization, Hamlet or Village.

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### **SIGNIFICANT ISSUES**

The proposed changes to the ZDO generally were well-received. Planning Commissioner Drentlaw cast the sole dissenting vote to recommending approval of the provisions related to authorization of similar uses. It seemed from the discussion during the hearing that he was concerned that the authority for the Planning Director to allow similar uses was too broad.

The type of application that would allow authorization of a similar use includes notice to any Community Planning Organization whose boundaries contain property to which the interpretation could be applicable. An opportunity to appeal the Director's decision to the Land Use Hearings Officer also would be provided. Finally, the proposal includes provisions to require a use authorized as "similar" to be reviewed under the same approval criteria and development standards as the listed use to which it is most similar.

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### **STAFF RECOMMENDATIONS**

Planning and Zoning Division staff recommends approval of ZDO-235, as proposed in the included attachments.

COPY

March 22, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of an Amendment to the Agreement with American Medical Response  
Northwest, Inc. for Emergency Ambulance Services**

The Clackamas County Health, Housing and Human Services Department (H3S) requests the approval of an Amendment of the Agreement with American Medical Response Northwest, Inc., for emergency ambulance services.

The Board directed staff to negotiate a one year extension to the Agreement in a study session January 24, 2012.

No County General Funds are involved. County Counsel has reviewed and approved this contract amendment as to form. It is effective on the date when this amendment has been signed by both parties. The amendment extends the term of the current contract by one year, so that it will terminate on May 1, 2014.

**Recommendation**

We recommend the approval of this amendment to the agreement.

Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Larry MacDaniels at (503) 655-8256



**AMENDMENT #3**

**TO THE AMBULANCE SERVICES CONTRACT BETWEEN  
AMERICAN MEDICAL RESPONSE NORTHWEST, INC.  
AND CLACKAMAS COUNTY, OREGON**

This Amendment #3, when entered into between Clackamas County (a political subdivision of the State of Oregon) and American Medical Response Northwest, Inc., will become part of the contract between the parties for provision of ambulance services to the Clackamas Ambulance Service Area. The original contract was effective May 1, 2006. The contract is hereby amended to extend the term of the contract for one year from the current date of termination. The contract as amended will terminate at midnight on May 1, 2014. All other existing provisions of the contract are continued in effect. This amendment is effective on the date when this Amendment #3 has been signed by both parties.

CLACKAMAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

Attest:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM

David W. Anderson  
County Counsel

AMERICAN MEDICAL RESPONSE  
NORTHWEST, INC.

Robert Zuckswert  
Robert Zuckswert  
Chief Executive Officer  
North Central Division

2/29/12  
Date

Cindy Becker, Director

March 15, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval to Apply for a Rural Transportation Grant from the Oregon  
Department of Transportation in order to continue the  
Mountain Express Bus Service in the Hoodland Area**

The Social Services Division of the Health, Housing and Human Services Department requests approval to apply for a 5311 Rural Transportation Grant from Oregon Department of Transportation in order to continue the Mountain Express bus service in the Hoodland area. The 5311 rural transportation-funding grant provides a substantial portion of the operating income for this program.

Clackamas County Social Services (CCSS) has assumed the role of fiscal agent to allow for the continuation of the Mountain Express community bus service in the Villages at Mt. Hood. Oregon Department of Transportation requires that, in order for a program to receive certain types of Federal transportation funding, the recipient must be a transit district or unit of local government.

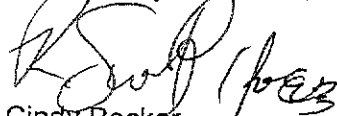
CCSS is applying for 5311 rural transportation grant funding from Oregon Department of Transportation in order to provide operating funds for the service. These funds provide approximately 56% of the overall operating costs of the program. The Mountain Express currently provides over 1,500 rides per month to residents of the Hoodland area, including seniors, persons with disabilities, youth and low-income job seekers.

The grand total amount of the proposed application will be up to \$74,198. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

**Recommendation**

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Cindy Becker be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.


Respectfully submitted,



Cindy Becker  
Director

For information on this issue or copies of attachments  
Please contact Brenda Durbin, # 503-655-8641



6  COPY  
CAMPBELL M. GILMOUR  
DIRECTOR

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

March 22, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Supplemental Project Agreement No. 27945 between  
Clackamas County and Oregon Department of Transportation for the  
Salmon River (Arrah Wanna Road) Bridge Replacement**

As part of the Highway Bridge Replacement and Rehabilitation Program (HBRR), Clackamas County is eligible to receive funding for bridges that are structurally deficient or functionally obsolete. The Salmon River (Arrah Wanna Road) Bridge has been identified for replacement. This project will replace the existing 117-foot, two-span bridge with a new 140-foot, clear-span, precast, prestressed, concrete girder bridge. The estimated project cost is \$2,181,400 and HBRR funds are estimated at \$1,937,813. The County will be responsible for approximately \$243,600.

Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 24,688. This project is one of the required test projects for Local Agency Certification.

County Counsel has reviewed and approved this agreement.

**RECOMMENDATION**

Staff respectfully recommends the Board approve this Supplemental Project Agreement for the Salmon River (Arrah Wanna Road) Bridge Replacement Project.

Sincerely,



Mike Bezner, PE  
Transportation Engineering Manager

For information on this issue or copies of attachments  
please contact Joel Howie at 503-742-4658

Oregon Department of Transportation  
LOCAL AGENCY CERTIFICATION PROGRAM  
Supplemental Project Agreement No. 27945  
Salmon River (Arrah Wanna Road) Bridge #6572

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Local Agency Certification Program Agreement No. 24688 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with County for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects that are not on the National Highway System.
2. Arrah Wanna Road is a part of the Agency's county road system under the jurisdiction and control of county.
3. The Project in this Supplemental Project Agreement is one of the required test projects that constitute conditional certification described in Local Agency Certification Program (Certification Program) Agreement No. 24688.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, County agrees to design and construct a new structure, hereinafter referred to as "Project". The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. The total estimated cost of the Project is \$2,181,400, which is subject to change.
3. The Project shall be conducted as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR), under Title 23, United States Code. HBRR funds for this Project shall be estimated at \$1,937,813. The Project will be financed with HBRR funds at the maximum allowable federal participating amount, with County providing the match and any non-participating costs, including all costs in excess of the available federal funds.

Clackamas County/State  
Agreement No. 27945

4. County shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100) percent of its costs. State shall reimburse County invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the County. State shall perform work in the estimated amount of \$25,000. State shall simultaneously invoice FHWA and County for State's Project costs, and County agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 3, above upon receipt of invoice. Failure of County to make such payments to State may result in withholding of County's proportional allocation of State Highway Trust Funds until such costs are paid. County understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
5. County shall select consultants, design, advertise, bid, award the construction contract, and perform construction administration. County understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 27945.
6. The federal funding for this Project is contingent upon approval by the FHWA. Any work performed prior to acceptance by FHWA will be considered nonparticipating and paid for at County expense. State's Regional Local Agency Liaison or designee will provide County with a written notice to proceed when FHWA approval has been secured and funds are available for expenditure on this Project.
7. State considers County a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
8. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
9. Local Agency Certification Program Agreement No. 24688 was fully executed on July 15, 2008. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
10. This Agreement shall supersede and replace Agreement No. 22264 and its supplements. Agreement No. 22264 is terminated upon execution of this Agreement. Bills for preliminary engineering work incurred prior to the replacement of Agreement No. 22264 shall be invoiced by County and paid for by State under this Agreement.

Clackamas County/State  
Agreement No. 27945

11. If County fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the County's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such County breach.
12. County shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and County Agree that the useful life of this Project is defined as twenty (20) years.
13. State may conduct periodic inspections during the life of County Certification Projects to verify that Projects are being properly maintained and continue to serve the purpose for which federal funds were provided.
14. This Agreement may be terminated by mutual written consent of both Parties.
15. State may terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by State, under any of the following conditions:
  - a. If County fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If County fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If County fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
  - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
16. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
17. County, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for County's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon County's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification

Clackamas County/State  
Agreement No. 27945

ability of County, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

18. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

19. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 24688, and all and the attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

20. State's Project Liaison for the Agreement is Mahasti Hastings, Local Agency Liaison, 123 NW Flanders Street, Portland, OR 97209, (503) 731-8595, mahasti.v.hastings@odot.state.or.us, or by an individual designated by the State's Region Manager in the event of the unavailability of the aforementioned individual.

21. County's Project Liaison for this Agreement is Joel Howie, Civil Engineering Supervisor Clackamas County, 150 Beaver Creek Road, Oregon City, OR 97045, (503) 742-4658.

**THE PARTIES**, by execution of this Agreement, hereby acknowledges that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2010-2013 Statewide Transportation Improvement Program, (Key #12001) that was approved by the Oregon Transportation Commission on December 16, 2010 (or subsequently approved by amendment to the STIP).

**SIGNATURE PAGE TO FOLLOW**

Clackamas County/State  
Agreement No. 27945

**CLACKAMAS COUNTY**, acting by and  
through its elected officials

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By J. Anderson  
County Legal Counsel

Date 3-9-12

**County Contact:**  
Joel Howie, Civil Engineering Supervisor  
Clackamas County  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4658  
jhowie@co.clackamas.or.us

**State Contact:**  
Mahasti Hastings, Local Agency Liaison  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8595  
mahasti.v.hastings@odot.state.or.us

**STATE OF OREGON**, acting by and  
through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/Chief  
Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Active Transportation Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 1 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

**Thursday, February 16, 2012 – 10:00 AM**

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

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

**EXCUSED:** Commissioner Jim Bernard

***~Pledge of Allegiance~***

Commissioner Bernard is attending a Community Corrections meeting in Salem and will not be in attendance today. Commissioner Damon arrived during the Presentation.

**I. APPROVAL OF ORDER OF AGENDA**

**MOTION:**

Commissioner Savas: I move we approve the order of the Feb. 16, 2012 Business Meeting agenda.

Commissioner Lininger: Second.

Chair Lehan – all those in favor:

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Lehan: Aye.

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

**II. PRESENTATION**

1. Recognition of the Clackamas County Gatekeeper Program

Cindy Becker, Health, Housing and Human Services and Brenda Durbin, Clackamas County Social Services presented the staff report which outlined the Clackamas County Gatekeeper Program.

*~Board Discussion~*

**III. DISCUSSION ITEM**

**Department of Finance**

1. Resolution No. 2012-12 Adopting a Budget Policy as to Providing Reserve for Future Expenditure and Contingency Accounts in the Annual Budget

Marc Gonzales, Finance Director presented the staff report.

*~Board Discussion~*

**MOTION:**

Commissioner Savas: I move we approve the Resolution adopting a Budget Policy as to providing reserve for future expenditure and contingency accounts in the annual budget.

Commissioner Lininger: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Lehan: Aye.

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

#### **IV. CITIZEN COMMUNICATION**

1. Ron Milton, West Linn – former Blue Heron Employee - spoke about the closure of the Blue Heron paper mill (submitted letter)
2. John Ludlow, Wilsonville – candidate for Clackamas County Chair
3. Les Poole, Milwaukie – JPACT, light rail, right to vote
4. Mack Woods, Canby – people's right to vote
5. Yvonne Lazarus, Milwaukie – JPACT, right to vote
6. Maryanna Moore, Gladstone – Gladstone library, limited Trimet services

#### **V. CONSENT AGENDA**

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

##### **MOTION:**

Commissioner Lininger: I move we approve the Consent Agenda.

Commissioner Damon: Second.

Chair Lehan – all those in favor:

Commissioner Damon: Aye.

Commissioner Savas: Aye.

Commissioner Lininger: Aye.

Chair Lehan: Aye.

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

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

1. Approval of an Agency Service Contract with the Children's Center of Clackamas County for Child Abuse Assessment Program Services - cyf

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – bcc

#### **C. Technology Services**

1. Approval of a Memorandum of Understanding between Clackamas County and the City of Milwaukie for Use of City Right-of-Way for the Installation of County Broadband Facilities

#### **VI. WATER ENVIRONMENT SERVICES**

1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1, the City of Milwaukie and Metro - Regarding the Nature in Neighborhoods Grant from the Mt. Scott Creek Restoration at North Clackamas Park
2. Approval of an Agreement between Clackamas County Service District No. 1 and CFM Strategic Communications to Conduct Ratepayer E-Panel Research

#### **VII. COMMISSIONERS COMMUNICATION**

Commissioner Savas spoke in support of consent agenda item C.1. - Board Discussion regarding JPACT

#### **MEETING ADJOURNED – 11:15 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/>



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Dana S. Robinson  
Director

DEPARTMENT OF EMERGENCY MANAGEMENT

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD | OREGON CITY, OR 97045

March 22, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

APPROVAL OF AN INTER-GOVERNMENTAL AGREEMENT WITH  
BORING WATER DISTRICT AND THE CITY OF WEST LINN  
FOR THE USE OF CLACKAMAS COUNTY EMERGENCY NOTIFICATION SYSTEM (CCENS)

The Emergency Management Department requests your approval and signature on an Intergovernmental Agreement between Clackamas County and the sponsored agencies, Boring Water District and the City of West Linn for the use of the Clackamas County Emergency Notification System (CCENS) owned by Twenty First Century Communications (TFCC). Clackamas County Emergency Management and Clackamas County 9-1-1 employ CCENS, a "reverse 9-1-1" style system, to direct life safety related emergency notifications to citizens in Clackamas County.

The Intergovernmental Agreements provide a cooperative working relationship for the activations of CCENS for emergency notifications as requested by the sponsored agencies.

Boring Water District- In the event of e-coli or other harmful water contaminations, Emergency Management and C-COM have agreed to contact the Boring Water Customer Database in a timely manner with notification and instructions as provided by the Boring Water District. Boring Water District has agreed to pay for the actual activation cost of the service as underlined in the agreement.

City of West Linn- Dispatch services are provided through Lake Oswego Communications (LOCOM) and the City does not have access to the citizen database in the event of life safety situation that would require emergency notifications to citizens. City of West Linn has agreed to pay an annual administrative fee and actual activation cost of the service as underlined in the agreement.

Both Boring Water District and the City of West Linn have signed an Intergovernmental Agreement agreeing to the terms and costs of using the CCENS system. County Counsel has approved these agreements as to form.

RECOMMENDATION

The Emergency Management Department recommends approval of the Intergovernmental Agreement for the use of the Clackamas County Emergency Notification System (CCENS).

Respectfully Submitted,

Dana S. Robinson  
Director

For information on this issue or copies of attachments please contact Dana Robinson at (503)655-8371

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY AND BORING WATER DISTRICT**

**Purpose**

- A. This Agreement is entered into between Clackamas County (County), through its Emergency Management (CEM) Department and the Communications Department (CCOM) and Boring Water District for the cooperation of units of local government under the authority of ORS 190.010.
  
- B. This Agreement provides the basis for a cooperative working relationship for the activation of the Twenty-first Century Communications Community Notification System at the request of Boring Water District for the use of emergency notifications to their customers. The project consists of (1) pre-loading the Boring Water Customer database into the Twenty First Communications server on a quarterly basis, (2) the development of pre-recorded messages as determined by Boring Water on an as needed basis, (3) activating the public notification system as requested by Boring Water District for life-safety situations, (4) providing activation reports and summaries as requested by Boring Water District, and (5) reimbursement by Boring Water of usage charges as a result of the activation to Clackamas County Emergency Management.

**Scope of Cooperation**

- A. Boring Water District agrees to:
  - 1. Coordinate customer contact database twice a year updates with Emergency Management liaison.
  - 2. Assign a liaison to work with Emergency Management.
  - 3. Provide text for requested pre-recorded messages.
  - 4. Reimburse Clackamas County for any usage charges resulting from activations requested by Boring Water District.
  
- B. County agrees to:
  - 1. Provide for the administration, coordination and evaluation of the Project.
  - 2. Upload customer contact databases and recorded messages in a timely manner.
  - 3. Provide reasonable and necessary staff for administration and activations. If Emergency Management personnel are not available

## INTERGOVERNMENTAL AGREEMENT

to activate the public notification system, C-COM personnel will perform the activation.

4. Provide activation reports and summaries during and after activations in a timely manner.
5. Provide an invoice to Boring Water District of actual usage charges within 60 days of the activation.

C. County and Boring Water District agree to jointly review all issues, design developments, specifications and documents for the Project.

### Compensation

- A. County will only be compensated for the usage charges resulting from activations requested by Boring Water District. The activation rate at the time of the signing of this agreement is \$0.22 per minute. The rate is subject to change based upon charges from Twenty-first Century Communications.
- B. There will be no other terms of compensation.

### Liaison Responsibility

Liaison from County for the Project will be:

Dana Robinson  
Clackamas County Emergency Management  
2200 Kaen Rd.  
Oregon City, OR 97045  
503-655-8378                      [norayot@clackamas.us](mailto:norayot@clackamas.us)

Liaison from Boring Water District will be:

Pat Bigelow, Board Chair  
Boring Water District  
PO Box 66 (28577 SE Wally Rd.)  
Boring, OR 97009  
503-663-4638 (work), 503-663-4594 (water district)      [pkbigelow@comcast.net](mailto:pkbigelow@comcast.net)

### Indemnification

Boring Water District agrees to indemnify, defend, and hold harmless the County, and its officers, agents and employees, against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising from performance of this agreement.

### Other Terms

**INTERGOVERNMENTAL AGREEMENT**

- A. Compliance with Laws County and Boring Water District agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- C. Entire Agreement; Amendment This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.


**Term of Agreement**

- A. This agreement becomes effective when it is signed by both parties and automatically renew annually.

**Termination**

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.

**CLACKAMAS COUNTY**

By:   
Name: Dana Robinson  
Title: Director,  
Clackamas County Emergency Management

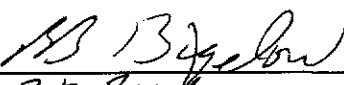
Date: 3-14-12

Attest: Recording Secretary

Date

Approved as to form

**Boring Water District**

By:   
Name: Pat Bigelow  
Title: BOARD CHAIR

Date: 10-3-10

Attest: 

Date 10-5-10

Approved as to form

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CLACKAMAS COUNTY AND THE CITY OF WEST LINN**

**1. Purpose**

- A. This Agreement is entered into between Clackamas County ("County"), by and through its Clackamas County Department of Emergency Management ("CCEM"), Clackamas County Communications ("CCOM") and the City of West Linn ("City") and
- B. This Agreement provides the basis for a cooperative working relationship consistent with ORS 190.010, et seq., for the use of the Twenty First Century Communications Reverse Public Notification System ("System") at the request of the City to direct life safety related emergency notifications its citizens. This Agreement sets forth procedures for activating the System when requested by the City and providing reports and summaries as requested by the City, in exchange for payment by the City of usage charges as a result of any requested activation of the System.

**2. Scope of Cooperation**

A. The City agrees to:

- 1. Specify a designated liaison as the point of contact between the County and CCEM or CCOM to request activation of the System.
- 2. Provide text for requested messages.
- 3. Reimburse the County for any usage charges resulting from activations requested by the City.
- 4. Pay yearly administrative and maintenance fees to County based on the funding formula set forth in Appendix A, a copy of which is attached hereto and hereby incorporated.

B. County agrees to:

- 1. Provide for the administration, coordination and evaluation of the System.
- 2. Maintain accurate customer contact databases and send out recorded messages in a timely manner.
- 3. Provide reasonable staff with the necessary training to administer and activate the System. If CCEM personnel are not able to activate the System, CCOM personnel will accommodate the request.

## INTERGOVERNMENTAL AGREEMENT

4. Provide activation reports and summaries during and after activations as soon as possible but in no event later than 2 hours after the activation.
  5. Provide an invoice to the City of actual usage charges within 60 days of the activation.
- C. County agrees to include the City as one of the CCOM Member Agencies, without full voting rights and for the purposes of this agreement only, as that term is used in Appendix A, upon execution of this Agreement, and to allow the City to provide input into a joint review of all issues, design developments, specifications, and documents of the System along with the rest of the member agencies.

### 3. Compensation

- A. County will be compensated for the usage charges resulting from activations requested by the City.
- B. County will be compensated for the annual maintenance and administrative fees as outlined in Appendix A.

### 4. Liaison Responsibility

Liaison from County will be:

Dana Robinson  
Clackamas County Emergency Management  
2200 Kaen Rd.  
Oregon City, OR 97045  
503-655-8378                      [danar@clackamas.us](mailto:danar@clackamas.us)

Liaison from the City will be:

Captain Ron Schwartz  
City of West Linn  
22825 Willamette Dr.  
West Linn, OR 97068  
503-655-6214                      [rschwartz@westlinnoregon.gov](mailto:rschwartz@westlinnoregon.gov)

### 5. Other Terms

- A. The County and the City shall each be responsible for the wages, salary, benefits, and other compensation for its respective employees. Each party shall be responsible for its debts and obligations under this Agreement on a yearly basis. The non-payment or termination of one Member Agency shall not operate



## INTERGOVERNMENTAL AGREEMENT

to increase the obligation of the City. Entering into the Agreement does not form a common law partnership between the City and the County or any other Member Agency.

- B. Both the County and the City shall be responsible for the negligence of its respective officers, employees and agents. Subject to limitations imposed by the Oregon Tort Claims Act, ORD 30.060 to 30.300, and the Oregon Constitution, the County and the City agree to defend, indemnify, and hold harmless the other party, its officers, employees, and agents from all claims and resulting damages, judgments, penalties, attorney fees, litigation expenses, arbitration expenses, and other expenses and liabilities that arise from injury to any person or damage to property cause by the negligence or other wrongful acts or omissions of the indemnifying party or its officers, employees, or agents while they are acting in performance of this Agreement.
- C. Compliance with Laws. County and the City of West Linn agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- D. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.
- E. Entire Agreement; Amendment. This agreement constitutes the entire agreement between the parties, and may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.

### 6. Term of Agreement


This Agreement becomes effective when it is signed by both parties and is automatically renewed with each fiscal year, provided that all obligations accrued during the term of agreement will remain binding on the parties.

### 7. Termination

- A. This agreement may be terminated by either party upon 90 days written notice.
- B. This agreement may be terminated upon 30 days written notice for nonperformance of any material term of this Agreement, unless the nonperforming party cures such non-performance within 30 days' time.

INTERGOVERNMENTAL AGREEMENT

CLACKAMAS COUNTY

By:   
Name: Dana Robinson  
Title: Director,  
Clackamas County Emergency Management


By: \_\_\_\_\_  
Title: Chair  
Clackamas County Board of Commissioners

Attest: Recording Secretary, Mary Raethke

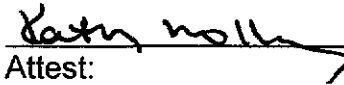
\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to form

City of West Linn

By:   
Name: Chris Jordan  
Title: City Mgr.

Date: 12/13/2011

  
Attest:

12/13/11  
Date

  
Approved as to form

## INTERGOVERNMENTAL AGREEMENT

### Appendix A

CCOM Member Agencies pay yearly maintenance to Twenty First Century Communications Reverse Public Notification System and quarterly payments for data base updates to Intrado. These costs are compiled and billed on an annual basis to the 15 represented Member agencies. Including The City in the formula results in a split between 16 agencies. As a result, the City will share in the cost of yearly maintenance and Intrado data base updates at 1/16th the total CCOM fee. In addition the County will charge an administrative fee.

#### **Fees for FY 2011-12 are as follows:**

CCOM is expecting to pay an average of \$520 per quarter for Intrado Data Base, which totals \$2,080 per year (actual amount varies each quarter).

CCOM pays \$5,000 for annual maintenance to the CCENS vendor.

**The total amount that CCOM pays is \$7,080.**

Dividing the total by the number of users (16), results in **\$443**.

Adding the **\$500 administrative fee**, the total amount being charged to the City is **\$943**.

This amount is subject to change from year to year at the same rate incurred by CCOM Member Agencies.