



AGENDA

Thursday, August 15, 2013 - 6:00 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-72

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Conditional Funding Awards for Four Housing Development Projects
2. Approval of the Construction Agreement Contract with A-1 Quality Construction for Public Housing Flooring Replacements
3. Resolution No. 1902 – Approval of the Housing Authority’s Certification for the Section 8 Management Assessment Program

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

- 4 1. Reading and Adoption of County Ordinance No. _____ Amending Park Rules in Section 6.06 of the County Code to Allow for Administrative Inspections and Declaring an Emergency (Stephen Madkour, County Counsel)

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. 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

- 5 1. Approval of an Amendment with Empowerment Initiatives, Inc. for Peer Services

B. Department of Transportation & Development

- 6 1. Approval of an Intergovernmental Agreement with the State of Oregon to Participate in the Motor Carrier Safety Assistance Program

- 7 2. Approval of a Requirement Contract with Paramount Petroleum Corporation for Liquid Asphalt 2013

- 8 3. Approval of a Requirement Contract with Albina asphalt for Liquid Asphalt 2013

VII. WATER ENVIRONMENT SERVICES

- 9 1. Approval of a Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District and Richwine Environmental, Inc. for Consultant Services

VIII. COUNTY ADMINISTRATOR UPDATE

IX. 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.html>

August 15, 2013

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Conditional Funding Awards Under the
H3S RFP for Supported Housing Development

Purpose/Outcomes	Approve funding awards of Housing Authority of Clackamas County (HACC) conditional resources to four housing development projects under the HACC and Health Housing and Human Services (H3S) Request for Proposals (RFP) for Supported Housing Development
Dollar Amount and Fiscal Impact	Up to \$2,000,000 Public Housing Disposition Funds Up to 58 Project Based Section 8 Vouchers NOTE: All funds pending final HUD approval
Funding Source	Housing Authority of Clackamas County- U.S. Department of Housing and Urban Development (HUD) Public Housing Disposition Proceeds
Safety Impact	N/A
Duration	Conditional funding awards would be made by July 2013 with varied funding durations depending on the source
Previous Board Action	N/A
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC) in concert with the Health Housing and Human Services Department of Clackamas County (H3S) issued a Request for Proposals (RFP) for Supported Housing Development in November 2012. The RFP combines resources from the Housing Authority of Clackamas County, Clackamas County Community Development and Clackamas County Behavioral Health to fund the development of supported housing.

The RFP was issued with the goal of creating more opportunities for populations in need of supported housing in Clackamas County. Each partner Division brought unique resources and expertise to the development of the RFP.

A project review committee made up of housing development and service provision professionals was formed to evaluate the four submitted project proposals. The review committee recommended awards to all four submitted projects:

- **Central City Concern: Clackamas Family Housing- 20 Units**
Housing Authority conditional funding award include: 20 Project Based Vouchers and \$1.3 million in Public Housing Disposition funds. Additional (non- Housing Authority) funds sought through the RFP include \$700,000 of Home Investment Partnerships (HOME) funds, and \$400,000 of Alcohol and Drug 66 Service funds.

Central City Concern will utilize awarded funds to develop 20 Project Based units in its new 40 unit Clackamas Family Housing development. These new units will provide supported services for people in recovery from alcohol and drug addiction.

This project will be submitted to the State of Oregon for Low Income Housing Tax Credit (LIHTC) funding in the summer of 2013. If the project is successful in its LIHTC application, construction will begin in July 2014. Lease up of the property including the 20 Project Based units would begin in April 2015.

- **Central City Concern: Chez Ami- 20 Units**

Housing Authority conditional funding award include: 20 Project Based Vouchers. Chez Ami is an existing housing community in Clackamas County that provides supported services to formerly homeless individuals with mental illness in recovery from alcohol and drug addiction.

Central City Concern will utilize the 20 Project Based vouchers to provide additional rental subsidy to 20 of the 40 units at the property. This additional rental subsidy will stabilize the property financially and allow for continued operations under the current program model. These Project Based subsidies would be infused into the property as soon as available.

- **Housing Authority of Clackamas County: Clackamas Apartments- 10 Units**

Housing Authority conditional funding award include: 10 Project Based Vouchers. Clackamas Apartments is an existing housing community in Clackamas County owned by the Housing Authority and operated in partnership with Clackamas County Behavioral Health. The project provides 21 units of supported housing for people living with mental illness.

Per regulations set forth by the U.S. Department of Housing and Urban Development (HUD), Housing Authorities must submit a competitive application to be awarded Project Based Vouchers.

The Housing Authority will utilize the 10 Project Based vouchers to provide additional rental subsidy to 10 of the 21 units at the property. This additional rental subsidy will stabilize the property financially and allow for continued operations under the current program model. These Project Based subsidies would be infused into the property as soon as available.

- **Northwest Housing Alternatives: Sandy Family Housing - 8 Units**

Housing Authority conditional funding award include: 8 Project Based Vouchers and \$700,000 in Public Housing Disposition funds. Additional (non-Housing Authority) funds sought through the RFP include \$90,000 of Alcohol and Drug 66 Service funds, and \$624,000 of Community Development Block Grant Float Loan (CDBG).

Northwest Housing Alternatives will utilize awarded funds to develop 8 new units as part of its Sandy Workforce Housing project. These units will be part of a 52 unit mix in the development and will provide a supported community for 8 households with a family member in recovery from alcohol or drug addiction.

This project will be submitted to the State of Oregon for Low Income Housing Tax Credit (LIHTC) funding in the summer of 2013. If the project is successful in its LIHTC application, construction will begin in June 2014. Lease up of the property including the 8 Project Based units would begin in May 2015.

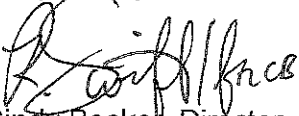
Each of these projects has received notice of conditional funding award with the following next steps as contingencies:

- Housing Authority Board of County Commissioners Approval
- Final HUD approval

RECOMMENDATION:

Staff recommends the Board approval these conditional awards and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

August 15, 2013

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

Approval of Construction Agreement Contract with A-1 Quality Construction
for Public Housing Flooring Replacements

Purpose/Outcomes	Approve a Construction Agreement Contract A-1 Quality Construction for Public Housing flooring replacements.
Dollar Amount and Fiscal Impact	Not to Exceed \$200,000
Funding Source	Housing Authority of Clackamas County- U.S. Department of Housing and Urban Development (HUD) Capital Fund Program
Safety Impact	N/A
Duration	August 15 th , 2013 through August 15 th , 2015
Previous Board Action	N/A
Contact Person	Dan Potter- Interim Director, Housing Authority 503-650-3537
Contract No.	Health, Housing and Human Services (H3S) Contract Number 6375

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services (H3S) Department, requests approval of a Construction Agreement with A-1 Quality Construction for the removal and replacement of flooring at public housing units. New flooring surfaces are necessary to prevent safety hazards for residents of the units.

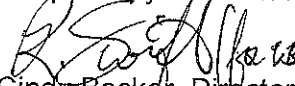
The contractor A-1 Quality Construction was selected through a competitive open bid process per U.S. Department of Housing and Urban Development (HUD) Capital Fund procurement guidelines. The term is two years from contract approval with an amount not to exceed \$200,000.

No county general funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this contract and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Cindy Becker, Director

FORM OF CONTRACT
PROJECT #13006
Contract #c029-13

THIS AGREEMENT made this 5 day of August in the year 2013 by and between A-1 Quality Construction a business entity organized and existing under the laws of the state of Oregon, hereinafter call the "Contractor", and the **Housing Authority of Clackamas County** hereinafter call the "PHA".

WITNESSETH, That the Contractor and the PHA for the consideration stated herein mutually agreed as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for **HACC WIDE FLOORING – 2013 – PROJECT #13006 AT PUBLIC HOUSING**, a prevailing wage project, in strict accordance with the Specifications referred to herein, all as prepared by the Housing Authority of Clackamas County, which said Specifications and any Addenda are incorporated herein by reference and made a part hereof.

ARTICLE 2. The Contract Price. The PHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the not to exceed sum of two hundred thousand dollars (**\$200,000.00**)

ARTICLE 3. Contract Documents. The Contract shall consist of the following component parts:

- a. This Instrument
- b. Bid Documents
- c. General Conditions
- d. Addendum(s)
- e. Special Conditions
- f. Specifications
- g. Scope of Work

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

ARTICLE 4. Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the PHA, its officers, commissioners, employees and agents from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

HACC WIDE FLOORING 2013 – PROJECT #13006
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

ARTICLE 5. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as described in ORS 279.051, the employee shall be paid at least time and a half pay. All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ARTICLE 6. The Contractor agrees that in the event the Contractor fails to pay for labor and services, the PHA will pay for them and withhold these amounts from payments to the Contractor per ORS 279C.515; OAR 839-025-0200(2)(a).

ARTICLE 7. The Contractor agrees to pay daily, weekly, weekend and holiday overtime as required by ORS 279C.520; OAR 839-025-0020(2)(b)

ARTICLE 8. The Contractor agrees that all employees/workers working on this project, whether employed by the Contractor or any subcontractor, shall be given written notice of the number of hours per day and days per week they may be required to work per OAR 839-025-0020(2)(c).

ARTICLE 9. The Contractor agrees to make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from worker's wages per ORS 279C.530; OAR 839-025-0020(2)(d).

ARTICLE 10. The Contractors agrees to pay no less than the applicable state or federal prevailing wage rate, whichever is higher per ORS 279C.830(1)(c); OAR 839-025-0020(3).

ARTICLE 11. The Contractor agrees to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(a).

ARTICLE 12. The Contractor agrees that every subcontract shall include a provision requiring all subcontractors to have a public works bond filed with the Construction Contractors Board before starting any work on the project per ORS 279C.830(3)(b).

HACC WIDE FLOORING 2013 – PROJECT #13006
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

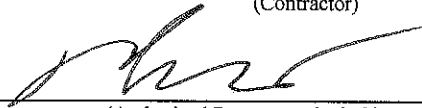
IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in three original counterparts as of the day and year first above written.

(This document consists of four sections)

Attest:

A-1 Quality Construction

(Contractor)

 8-5-2013

(Authorized Representative's Signature / Date)

Phillip Coates – Owner

(Authorized Representative's Name / Title - Print or Type)

542-23-1285

(Federal I.D. Number)

427 Lawton Road, Oregon City, OR 97045

(Business Address - Street, City, State, Zip)

Attest:

Housing Authority of Clackamas County

(Owner)

(Authorized Representative's Signature / Date)

Cindy Becker – Director H3S

(Authorized Representative's Name / Title - Print or Type)

HACC, P.O. Box 1510, 13900 S. Gain St., Oregon City,
OR 97045

(Business Address - Street, City, State, Zip)

CERTIFICATION

I Phillip Coates

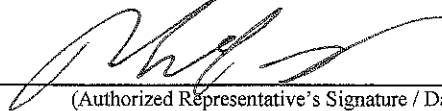
certify that I am the Owner

at the corporation named as Contractor herein, that Phillip Coates

who signed this Contract on behalf of the Contractor, was then Owner

of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)



(Authorized Representative's Signature / Date)

8-5-2013

Phillip Coates - Owner

(Authorized Representative's Name / Title - Print or Type)

(Print or type the names underneath all signatures)

HACC WIDE FLOORING 2013- PROJECT #13006
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

UNIT PRICES

Contract c029-13

#	SCOPE OF WORK LOT #'s	BID AMOUNT PER UNIT	
1	Remove and dispose of one layer of resilient flooring and base – ALL ROOMS EXCEPT BATHROOM	\$.01	SF
2	Remove and dispose of two layers of resilient flooring and base – ALL ROOMS EXCEPT BATHROOM	\$.01	SF
3	Remove and dispose of one layer of vinyl composition tile (VCT) and base	\$.01	SF
4	Remove and dispose of two layers of vinyl composition tile (VCT) and base	\$.01	SF
5	Remove and dispose of underlayment only	\$2.00	SF
6	Remove and dispose of underlayment and attached resilient flooring	\$2.00	SF
7	Remove and reinstall any damaged sub-floor (upon approval of Housing Authority)	\$.01	SF
8	Install new plywood underlayment – Labor and Materials	\$1.75	SF
9	Install new particleboard underlayment – Labor and Materials	\$1.75	SF
10	Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 A – Labor and Materials	\$2.35	SF
11	Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 B – Labor and Materials	\$1.85	SF
12	Install new carpet, Specification Section 09680, Carpet – Paragraph 2.2 C – Labor and Materials	\$2.50	SF
13	Install new carpet pad – Labor and Materials	\$1.00	SF
14	Install new resilient sheet flooring – Labor and Materials – ALL ROOMS EXCEPT BATHROOM	\$3.00	SF
15	Install new resilient sheet flooring – Labor only – materials furnished by HACC – ALL ROOMS EXCEPT BATHROOM	\$1.50	SF
16	Install new vinyl composition tile (VCT) – Labor and materials	\$1.60	SF
17	Install new vinyl composition tile (VCT) – Labor only – materials furnished by HACC	\$1.00	SF
18	Install new resilient base – Labor and materials	\$2.30	LF
19	Move and Replace Furniture and Personal Belongings as required	\$60.00	HRS
20	Remove and dispose of one layer of resilient flooring and base – BATHROOM ONLY	\$3.00	SF

HACC WIDE FLOORING 2013– PROJECT #13006
for the
HOUSING AUTHORITY OF CLACKAMAS COUNTY
P.O BOX 1510, 13900 S. GAIN STREET, OREGON CITY, OR 97045

UNIT PRICES

Contract c029-13

21	Remove and dispose of two layers of resilient flooring and base – BATHROOM ONLY	\$3.00	SF
22	Install new resilient sheet flooring – Labor and Materials – BATHROOM ONLY	\$10.00	SF
23	Install new resilient sheet flooring – Labor only – materials furnished by HACC – BATHROOM ONLY	\$9.00	SF
24	Remove and dispose of existing carpet, pad, and tack strips	\$.30	SF
25	Remove and dispose of existing glued down carpet/pad	\$.60	SF
26	Remove and re-install refrigerator. Refrigerator must remain onsite and in working condition.	\$50.00	EA
27	Remove and re-install kitchen range. Range must be re-installed at the end of each day. At the end of the floor install a anti tip bracket shall be installed.	\$50.00	EA
28	Remove and re-install toilet. Toilet must be re-installed at the end of each day if the dwelling only has one bathroom. Re-installation shall include a new wax ring.	\$100.00	EA
29	Mobilization – Cost per unit	\$35.00	EA

Response Time = time from HACC notification to start work – will affect award

30	New Carpet Installation	8	HRS
31	New Sheet Vinyl Installation	8	HRS
32	New VCT Installation	8	HRS
33	Re-Installation, repair, correction or warranty work	8	HRS

August 15, 2013

Board of County Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Resolution No. 1902: Approval of the Housing Authority's Certification for the
Section 8 Management Assessment Program

Purpose/Outcomes	Resolution No. 1902 grants approval to submit the Housing Authority of Clackamas County's (HACC) the Section 8 Management Assessment Program Certification (SEMAP).
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	One year upon final U.S. Department of Housing and Urban Development (HUD) Approval
Previous Board Action	Resolution No. 1892, SEMAP approval was passed by the HACC Board of Commissioners in 2012
Contact Person	Dan Potter, Interim Director, 503-650-3537
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1902 to approve and submit HACC's Section 8 Management Assessment Program Certification (SEMAP).

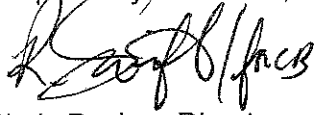
The U. S. Department of Housing and Urban Development (HUD) requires HACC to complete the SEMAP annually. SEMAP allows HUD to measure and rate how well a Housing Authority is administering the Section 8 tenant-based assistance program. There are fourteen areas HACC is rated on by HUD. A Housing Authority is rated one of three ratings: High Performer, with a score of 90% or higher; Standard Performer, with a score between 60% and 89%; or Troubled Housing Authority, with a score below 60%. HACC has an opportunity to respond if there are any significant findings by HUD. Last year, HACC was rated a high performer with a score of 104%.

A copy of HACC's SEMAP form is attached. HUD may also do a site review. At a site review, HACC must show data that supports its SEMAP submission. The supporting data may also be verified at the time of HACC's annual audit. Approval of Resolution 1902 shows the Board approves of our SEMAP submission and gives HACC the authority to submit it to HUD.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1902 and the attached Certification for SEMAP and that the Executive Director of the Housing Authority be authorized to submit the Certification to HUD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Cindy Becker', written in a cursive style.

Cindy Becker, Director

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

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

}

RESOLUTION NO. 1902

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

WHEREAS, the fourteen indicators assessed and the deconcentration bonus indicator, are listed on the attached Certification form, and

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

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

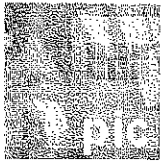
DATED this 15th day of August, 2013.

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

Chair

Recording Secretary

Get Help | Logoff / Return to Secure Systems



Assessment Profile | Reports | Submission

List Summary Certification Profile Comments

Toni Karter (MM4139) PIC Main

Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2013

SEMAP
KDHAP
Logoff

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

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

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

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

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

Performance Indicators

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

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

PHA Response [X] Yes [] No

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

PHA Response [X] Yes [] No

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

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

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

PHA Response Yes No

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

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

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

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

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

4 Utility Allowance Schedule (24 CFR 982.517)

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

PHA Response Yes No

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

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

PHA Response Yes No

6 HQS Enforcement (24 CFR 982.404)

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

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

7 Expanding Housing Opportunities.

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

Check here if not applicable

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

PHA Response Yes No

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

PHA Response Yes No

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

PHA Response Yes No

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

PHA Response Yes No

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

PHA Response Yes No

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

PHA Response Yes No

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List Summary Certification Profile Comments
Field Office: OEPH PORTLAND PROGRAM CENTER
Housing Agency: OR001 Clackamas
PHA Fiscal Year End: 6/30/2013

Toni Karter (MM4139) PIC Main

SEMAP
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SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

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

PHA Response Yes No

FMR Area Name Portland Metro

FMR 1 of 1

Enter current FMRs and payment standards (PS)

Table with 5 columns: 0-BR FMR, 1-BR FMR, 2-BR FMR, 3-BR FMR, 4-BR FMR. Values include 659, 766, 912, 1344, 1615 and PS values 646, 751, 894, 1240, 1490.

Save Add Delete

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

9 Timely Annual Reexaminations(24 CFR 5.617)

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

PHA Response Yes No

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

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

PHA Response Yes No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

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

PHA Response Yes No

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

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

PHA Response Yes No

13 Lease-Up

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

PHA Response Yes No

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

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

Applies only to PHAs required to administer an FSS program.

Check here if not applicable

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

0

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

b. Number of FSS families currently enrolled

91

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

4

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

0

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

Applies only to PHAs required to administer an FSS program

Check here if not applicable

PHA Response Yes No

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

2

15 Deconcentration Bonus

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

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

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

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

PHA Response Yes No

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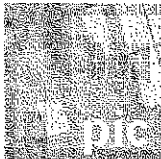
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List Summary Certification Profile Comments

Field Office: OEPH PORTLAND PROGRAM CENTER

Toni Karter (MM4139) PIC Main

Housing Agency: OR001 Clackamas

PHA Fiscal Year End: 6/30/2013

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SEMAP CERTIFICATION - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date 8/5/2013

PHA Name Clackamas

Principal Operating Area of PHA Portland

(The geographic entity for which the Census tabulates data)

Special instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area 5.90

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, the PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1 615 a Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater. b Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY. c Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end the last PHA FY (line a divided by line b). 804 76

Is line c 50% or more? Yes No

- 2 a Percent of all Section 8 families with children residing in low poverty census tracts at the end of the last completed PHA FY. b Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY. c Number of Section 8 families with children who moved during the last completed PHA FY. d Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes No

- 3 a Percent of all Section 8 families with children that residing in low poverty census tracts in the PHAs principle operating area at the end of the second to last completed PHA FY.

- b** Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
 - c** Number of Section 8 families with children who moved during the last two completed PHA FYs.
 - d** Percent of all Section 8 families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).
- Is line d at least two percentage points higher than line a? Yes No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points. See instructions above concerning bonus points for State and regional PHAs.

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OFFICE OF COUNTY COUNSEL

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

August 8, 2013

Stephen L. Madkour
County Counsel

Board of County Commissioner
Clackamas County

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Assistants

Members of the Board:

Amend Park Rules Section 6.06 of the Clackamas County Code to
Allow for Administrative Inspections

Purpose/Outcomes	Amend the Code section applicable to county parks to allow for the inspection of personal property items and other containers capable of concealing prohibited items.
Dollar Amount and Fiscal Impact	No immediate fiscal impact. However, increased enforcement efforts would result in increased personnel costs.
Funding Source	County General Fund, Parks, and Sheriff's Office
Safety Impact	The amended ordinance is necessary to address issues at county parks, specifically Barton and Carver, concerning the consumption of alcohol, and resulting litter,
Duration	Indefinite duration
Previous Board Action	The possession of alcohol has been prohibited in county parks since 2010. The board discussed the issues involving Barton and Carver Parks at two previous study sessions: July 16 and 29, 2013.
Contact Person	Stephen L. Madkour, County Counsel 503/655-8362

BACKGROUND:

During the summer months the Clackamas River experiences heavy usage from boaters and rafters. The majority of river users access the river at County owned Barton and Carver Parks. Heavy use on the river results in these parks operating at or near maximum capacity, with overflow parking on the shoulder of county roads. Park rules prohibit the possession of alcohol on park property. However, river users will frequently run the river with coolers of beer, and based on current observation the majority of empty cans and bottles are discarded along the river.

The current proposal would amend county parks rules set forth in Chapter 6.06 of the County Code to specifically provide authority for the sheriff's office, and other individuals designated by the Parks Director, to perform visual inspections of personal property items, such as coolers. Those refusing inspection would be directed to leave the park premises. The amendments

would establish a properly authorized administrative program, designed and systematically administered to provide clear authority to conduct administrative inspections of prohibited items. Administrative searches are conducted for purposes other than law enforcement, such as courthouse and airport security, fire safety, mobile homes, and elevators. As such, they are a well recognized exception to warrant requirement rule.

The amendments would also clarify the hearing process available to challenge the citation, and also include minor grammatical and numerical edits.

RECOMMENDATION:

Staff recommends the Board approval this amendment and schedule the proposed ordinance for a public hearing.

Respectfully submitted,

Stephen L. Madkour
County Counsel

ORDINANCE NO. _____

An Ordinance Amending Chapter 6.06, Park Rules, of the Clackamas County Code and Declaring an Emergency

WHEREAS, during the summer months the Clackamas River experiences heavy usage from boaters and rafters, many of which carry coolers of beer when floating the river; and

WHEREAS, current park rules prohibit alcohol on park property;

WHEREAS, the Board of County Commissioners would like to provide authority to designated officials, including the Sheriff's Office to perform visual inspections of personal property, including coolers, for prohibited articles, including alcoholic beverages and glass; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 6.06 of the Clackamas County Code is hereby amended as shown in Exhibit A attached hereto.

Section 2: The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this Ordinance is necessary for the peace, health, safety, and welfare of the residents of the County. Accordingly, this Ordinance shall be effective upon its adoption.

ADOPTED this 15th day of August 2013.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Ordinance No. _____

Chapter 6.06

6.06 PARK RULES

6.06.010 Policy and Purpose

The purpose of this chapter is to protect County park, forest and recreational areas, protect the health, safety and welfare of the public using such areas, and insure the best use of and benefits from such areas. The numbering system for this chapter is necessarily *unique* because of the requirements of the County and State criminal justice systems.

[Codified by Ord. 05-2000, 7/13/00]

6.06.020 Definitions

- A. APPROVED CAMPING SHELTER means tents, motorhomes, travel trailers, vans and camper units designed specifically for overnight, outdoor camping, such as Class A, B or C vehicles, towables, and truck campers.
- B. BOARD means the Board of County Commissioners of Clackamas County.
- C. DIVISION means the Clackamas County Parks [Division of](#) the Business and Community Services Department and its employees.
- D. ANIMAL, as per ORS 167.310, means any non-human mammal, bird, reptile, amphibian or fish. LIVESTOCK, as per ORS 609.125 means any ratites (large flightless birds), psittacines (parrot & macaw type birds), horses, mules, jackasses, cattle, lamas, alpacas, sheep, goats, swine, domesticated fowl and any fur bearing animal bred and maintained commercially or otherwise, within pens, cages and hutches.
- E. PARK AREA means any County park, forest or recreational area under the jurisdiction of the board, but not any residence located thereon.
- F. PARKS EMPLOYEE means the individual in charge of and/or responsible for a County park area.
- G. PARKS DIRECTOR AND/OR THEIR DESIGNATE means the person designated by the Board or the Department to administer the County's programs and policies for County parks, forests, and recreation areas.
- H. PEACE OFFICER means a Sheriff, deputy sheriff, constable, marshal, municipal police officer, Oregon State Police officer, and such other persons as may be designated by law.
- I. [PROHIBITED ARTICLES means fireworks, weapons, glass and alcoholic beverages under this Chapter.](#)
- J. RESERVATION includes, but is not limited to, calling or conveying in writing (fax, email, US mail) in advance to obtain a campsite or day-use area.
- K. Other terms shall be defined as set forth in the Oregon Vehicle Code, ORS Chapter 801, unless specifically provided otherwise in this Chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07]

6.06.030 Opening, Closing, Entry Into Parks

1. A. The Division is hereby authorized to close to the public use of any County Park area or portion thereof, restrict the times when any County park area shall be open to such use, and limit or prohibit a recreation use whenever such action is necessary to protect the health or safety of the public, or the safety of the park area or its facilities. Cause for park area closure or limitation, or prohibition, on park area or recreational use includes, but is not limited to: Fire hazard, dangerous weather, water conditions, sanitary protection of the watershed, park area construction or repairs, conservation of fish and wildlife, excessive traffic; unsafe or overcrowded shoreline, ramp, parking or road conditions; the prevention of damage to the park or any of its facilities; or any dangerous, unsafe or unhealthful conditions.
- B. Any County employee designated by the Director of Business and Community Services Department or any peace officer may request, as a condition of the license or permit to enter the County's park areas, that persons entering or about to enter allow inspections of all backpacks, briefcases, suitcases, athletic bags, packages, duffle bags, coolers, ice chests, picnic baskets, and other containers capable of concealing prohibited articles:
 1. Inspections under this section may occur anywhere on park property. Persons possessing containers subject to inspection shall be informed that they are free to decline the inspection and then must immediately leave the park area.
 2. If a person already inside the park area possesses a prohibited article, that person shall be considered to have violated the license to enter and use the park area. The person's license is automatically revoked and the person shall be requested to leave immediately.
 3. Any person in violation of park rules is subject to citation and immediate trespass.
- C. The County shall display signs at entrances to the park area that generally identify prohibited articles and provide notification of the request for inspection. The signs shall generally describe prohibited articles, explain the potential request for inspection and the right-to-decline options. Similar explanations may be printed on parking receipts and where available may be displayed at ticket windows on County property where parking passes or admissions are regularly sold.
- D. No person shall enter or use any County park area or any of its facilities without first paying the required fee, if any, unless such entry or use is otherwise authorized by a valid existing permit in the name of said person.
- E. Any County employee designated by the Director of Business and Community Services Department or any peace officer may revoke any permit that has been issued erroneously or where there is reasonable cause to believe the permit holder or any person in his or her custody, control, or family, has violated any of the provisions of these rules or any State, County or federal law. Any person whose permit has been revoked and all other persons in his or her custody, control, and family shall immediately leave the park area.
- F. Any person who violates any of these Park Rules, or who violates any state statute (including the vehicle chapter), County ordinance or code while in a County park, may be ordered to leave the park area.
- G. No person who has been ordered to leave a County Park area shall remain therein or return thereto.
- H. The Division may refuse to admit into a park area any person who has been previously ordered to leave a County park.

- I. The daily opening and closing times for each Clackamas County Park (Barton, Boones Ferry Marina, Carver, Eagle Fern, Feyrer, Hebb, Metzler, Ed Latourette, Feldheimer Boat Ramp, Oak Grove Boat Ramp, Wagon Wheel, and Wilhoit) shall be established by the Parks Director and/or their designate and posted at the entrance to the park.
- J. Except for authorized overnight camping in accordance with these rules, no person, other than peace officers or authorized County personnel, shall enter or remain in any park area after the daily closing time and before the daily opening time.
- K. User fees for campsites are due and shall be paid each day. The fee covers use of facilities and services until the vacating time of 1:00 p.m. the following day.
- L. The person registering for the campsite is responsible for all persons using the campsite adhering to all park area rules, but this shall not provide a defense to any person who actually causes, or participates in causing, a violation of said rules.
- M. Campers must maintain campsites in a clean, sanitary, and safe manner.
- N. Unless otherwise posted at the entrance to the park campground, campsites may be occupied only as assigned by a reservation or at the campground registration area.
- O. No more than two (2) vehicles are allowed in a single campsite. The first vehicle is included in the campsite fee. All excess vehicles will be charged an additional fee and may need to be parked in designated overflow parking.
- P. In order to avoid unnecessary congestion of campground roadways and overloading of campground water and sanitation facilities, a park employee may prohibit entry of non-camper vehicles into the campground area. The park employee may issue temporary entry permits to non-camper vehicles when, in their opinion, such entry will not unnecessarily disrupt the operation, safety, and sanitation facilities of the campground.
- Q. Unless a campsite is designated RV only, the site may be accommodated with any approved camping shelter.
- R. Individual campsites are designed to serve one family unit. The following capacities shall apply:
1. Not more than two (2) tents OR one (1) recreation vehicle and one (1) tent per campsite.
 2. A maximum occupancy of 8 persons per site.
 3. No person under the age of 18 shall camp overnight unless accompanied by an adult.
 4. ADA accessible campsites are designed for campers with mobility challenges. Campers with DMV placards or license plates are given priority in these sites. Unless otherwise noted below persons registering for, or occupying, accessible campsite(s) must clearly display an appropriate placard or plate during their stay.
Note: Large group reservations of all campsites in a campground loop or park are exempt from this rule.
- S. Parks with accessible campsites for Persons with Disabilities shall:
1. Hold all reserved site(s) for the date(s) of reservation unless notified by the Parks Office to release the site;
 2. Hold unreserved accessible sites site(s) for qualified drop-in campers until 7:00 p.m. daily;
 3. Release unreserved accessible site(s) for first come, first served use after 7:00 p.m. for one (1) night only stay if no qualified users have registered.

6.06.040 Reservations And Check In/Out Times

- A. Reservations for camping and picnicking must be made a minimum of two (2) weeks in advance. The Division reserves the right to cancel any reservation, without notification, that has not been paid as per contract.
- B. Reservations for picnic shelters and areas may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first. Cancellations must be made at least three (3) weeks prior to the reserved date in order for the deposit to be refunded.
- C. Reservations for campsites may be made if the required fees are paid to the Division within 14 days after the date the reservation is made or 14 days prior to the arrival date, whichever comes first. Cancellations or reductions in the number of reserved campsites must be made at least three (3) weeks prior to the reserved date in order for the deposit to be refunded.
- D. Check-in time for all overnight camping sites is established at 3:00 p.m. and check-out time is established at 1:00 p.m. the following day. Campsites not vacated by 1:00 p.m. shall be subject to charge of fees for an additional night, if the campsite is available and not reserved for that time period.
- E. If a campsite has been reserved for use by another party for that night, and the campsite has not been vacated by the non-reserved party by check-out time:
 - 1. The non-reserved party shall vacate the site immediately or be subject to eviction;
 - 2. The non-reserved party shall be subject to exclusion from Clackamas County parks [pursuant to](#) this chapter;
 - 3. Any vehicle occupying the campsite after check-out time other than a vehicle of the reserved party is parked in violation of this chapter, and may be immediately towed away without prior notice at the owner's expense under the provisions of the Clackamas County Vehicle Parking and Towing Chapter; and
 - 4. Park employees may remove any personal property remaining on the campsite other than property of the reserved party.
- F. Individual campers or small groups reserving ADA accessible sites must provide documentation upon making the reservation or the reservation may be forfeited. *Note: Large group reservations of all campsites in a campground loop or park are excluded from this rule.*

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07]

6.06.050 Violations

- A. No person shall park a vehicle on any Clackamas County park property before the posted opening time or after the posted closing time. Vehicles parked in violation of this section shall be towed or booted in accordance with the Clackamas County Parking and Towing Chapter.
- B. No person shall expose his or her genitalia while in a public place or place visible from a public place, if the public place is open or available to persons of the opposite sex.

- C. No person shall, while in, or in view of, a public place, perform an act of sexual intercourse or deviate sexual intercourse, as defined in the Oregon Revised Statutes (ORS Chapter 163).
- D. No person shall have in his or her possession any glass beverage container without first obtaining a permit from the County Parks Department. Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of glass beverage containers will not be issued for day-use areas.
- E. Fires.
1. Fires in park areas shall be confined to:
 - a. Fire rings, fire pits, or fireplaces provided for such purposes;
 - b. Portable stoves in established campsites and picnic areas where fires are permitted.
 2. No person shall leave any fire unattended, and every fire user shall extinguish the fire before leaving the park area.
 3. No person shall build, light or maintain any fire so as to constitute a hazard to any pile of wood, grass, tree, underbrush, or other flammable material.
 4. No person shall move a park fire ring, fire pit, or fireplace from its designed location in any day use area or campground.
- F. Fireworks and Weapons
1. No person shall hunt, pursue, trap, kill, injure, or molest any bird or animal in any park area.
 2. No person shall discharge in any park area any firearm, pellet gun, bow and arrow, slingshot, paintball gun, or other weapon capable of injuring any person, bird, or animal.
 3. No person shall possess in any park area any: loaded firearm, loaded pellet gun; paintball gun; bow and arrow; slingshot; other weapon capable of injuring any person, bird or animal; provided however that the prohibition of loaded firearms does not apply to or affect:
 - a. a law enforcement officer in the performance of official duty,
 - b. a member of the military in the performance of official duty,
 - c. a person licensed to carry a concealed handgun, or
 - d. a person authorized to possess a loaded firearm while in a public building under ORS 166.370.
 4. No person shall possess or use fireworks or other explosives in any park area, except as designated, without the written permission from the Parks Director and/or their designate.
- G. Alcoholic Beverages
1. No person shall possess alcoholic beverages in any county park without first obtaining a permit from the County Parks Department. Permits will be issued upon payment for use of designated campsites and group picnic areas. Permits for possession of alcohol will not be issued for day-use areas. Persons requesting an alcohol permit when reserving a group picnic area must also deposit with a park employee a refundable security deposit in an amount set by resolution of the Board of County Commissioners. The purpose of the deposit is to guarantee that litter from consumption of alcoholic beverages is not left in the park area, to defray damage costs, if any, and to designate the person responsible. Upon

leaving the park area, the depositor may ask the park employee to check his or her area and refund the deposit. If, in the opinion of the park employee, the area used is not in an orderly, clean and/or undamaged condition, the deposit shall be forfeited to defray cleanup or restoration expenses.

2. [Subsection 1 of this section](#) permits possession of alcoholic beverages in reserved campsites and group areas, but not in day-use areas. Violations shall be treated as a rule violation, and any person authorized to enforce park rules is authorized to confiscate and destroy any alcohol and its container.

H. Park Property & Property Destruction

1. No person shall mutilate, deface, damage, or remove any table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or other structure or facility of any kind in any park area.
2. No person shall dig up, deface, or remove any dirt, stones, rock or other substance whatever, make any excavation, quarry any stone, lay or set off any blast, roll any stones or other objects, or cause or assist in doing any of said things, in any park area.
3. No person shall erect temporary signs, markers, or inscriptions of any type in any park area, without [the](#) written permission from the Parks Director and/or their designate or designate.
4. No person shall set up or use a public address system in any park area without [the](#) written permission from the Parks Director and/or their designate.
5. No person shall wash any clothing or other materials, or clean any fish, in a lake, stream, river, or pond, in any park area.
6. No person shall use abusive or threatening language or gestures, create any public disturbances, or engage in riotous behavior, in any park area.
7. No person shall operate or use any noise-producing machine, vehicle, device, or instrument in any park area in a manner that is disturbing to other park area visitors.
8. No person shall pick, cut, mutilate, or remove any flowers, shrubs, foliage, trees, or plant life or products of any type in any park area.

I. Concessions and Solicitations

1. No person shall operate a concession, either fixed or mobile, in any park area without [the](#) written permission from the Parks Director and/or their designate.
2. No person shall solicit, sell or offer for sale, peddle, hawk, or vend any goods, wares, merchandise, food, liquids, or services in any park area without the written [permission](#) of the Parks Director and/or their designate.
3. No person shall advertise any goods or services in any park area without [the](#) written permission from the Parks Director and/or their designate.
4. No person shall distribute any circulars, notices, leaflets, pamphlets, or written or printed material of any kind in any park area by leaving or placing the material on a person's vehicle or property without [the written permission from the Parks Director and/or their designate](#)

J. Animals

1. No person shall ride, drive, lead, or keep livestock or animals, other than cats and dogs, in any park area not designated for their use (eg: equestrian trails/facilities) without [the](#) written permission from the Parks Director and/or their designate.

2. No dog or cat shall be brought into or kept in a park area unless confined or controlled on a maximum 6-foot long leash. A County Parks employee may undertake, or require the person keeping the animal to take any measures, including removal of the animal from the park area, deemed necessary to prevent interference by the animal with the safety, comfort, and well being of park area users, and the appearance or sanitary condition of the park area. No animals, other than service dogs for the disabled, shall be allowed in any park area building.
 3. No person shall allow any animal in his or her custody or control to annoy, molest, attack, or injure any person or animal in the park area.
 4. No person shall tie up any animal in his or her custody or control and leave such animal unattended.
 5. All animal fecal matter shall be put in a bag or container and left in a designated waste receptacle.
 6. No person shall allow more than two (2) domestic pets in any campsite.
- K. Motor Vehicles
1. No person shall operate any vehicle in any park area in violation of the Oregon State Vehicle Code, County ordinance, code or other laws.
 2. No person shall operate any motor vehicle in any park area at a speed in excess of 10 miles per hour, unless otherwise designated. In addition, no person shall operate any motor vehicle in any park area at a speed greater than is reasonable and prudent, having due regard to all of the following:
 - a. The traffic;
 - b. The surface and width of the highway;
 - c. The hazard at intersections;
 - d. Weather;
 - e. Visibility; and
 - f. Any other conditions then existing.
 3. No person shall park a vehicle:
 - a. In violation of any "No Parking" signs or markings authorized by the Parks Director and/or their designate;
 - b. In any location within a park, other than officially designated parking lots and parking spaces;
 - c. On grass, dirt, or landscaped areas that have not been graveled and designated for parking;
 - d. Beyond the edges of curbing or parking lots; or
 - e. In any designated staging area or timed parking area for longer than the maximum time limit stated on the posted sign.
 4. No vehicle shall be parked in an emergency access area or travel lane of any park. Any vehicle parked in an emergency access area or travel lane of any park will be towed under the provisions of the Clackamas County Parking and Towing Chapter.
 5. No person shall operate a motor vehicle on any park trail, or on any area within a park, which is not paved or graveled unless specifically marked as an area for motor vehicles.

6. No person shall operate any Off Highway Vehicle (OHV), All Terrain Vehicle (ATV) or any other vehicle not legal for street riding in any park area not designated for their use without the written permission from the Parks Director and/or their designate.

L. Waste Disposal

1. All bottles, cans, ashes, waste, paper, garbage, sewage, and other rubbish or refuse shall be left only in receptacles designated for that purpose.
2. No person shall bring into a park area any trash, refuse, garbage, litter, waste material, or vehicles for the purpose of disposing them there.
3. No person shall use kitchen or toilet facilities in a camping vehicle in the park unless the person makes provision for holding sewage and other waste materials in watertight and sanitary containers. Such containers shall not be emptied in the park except at an officially designated dump station.

M. Camping Rules

1. No person may camp overnight in a park area other than in an officially designated and numbered overnight camping space.
2. No person may camp in any one park area for more than ten (10) days in one 14-day period of time. No person may camp for more than 20 days total in the County Parks system as a whole, in any one camping season from May 1 to September 30, without the written permission from the Parks Director and/or their designate.
3. Campers are required to maintain reasonable quiet between the hours of 10:00 p.m. and 7:00 a.m. and to respect the rights of other campers to peace and quiet during these hours.
4. No person shall camp overnight without an approved camping shelter.
5. No person shall wash a vehicle or trailer in any campsite.
6. No swimming pools of any size shall be filled with water in the campground without the written permission of the Parks Director and/or their designate.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 06-2007, 6/28/07]

6.06.060 Enforcement and Penalties

A. Any County employee designated by the Director of the Business and Community Services Department, and any peace officer may enforce these park rules, order any person violating these rules to leave the park areas, and issue citations for violations of these rules. Except that only a person expressly authorized under the Clackamas County Parking and Towing Chapter may enforce the towing or boating provision of that chapter. Caretakers and Camp hosts who are appointed by the County may notify persons of the requirements of these rules, seek voluntary compliance, and order any person violating the rules to leave the park areas.

B. Violation of any of the foregoing rules is subject to citation and punishable by a fine as set forth below.

C. Form of citation:

1. Description of the specific violation alleged;
2. The date, time, and location of its occurrence;

3. The maximum amount of the fine for the violation alleged;
4. A statement that the fine must be paid or a hearing requested within 20 days, and that upon failure to do so within 20 days opportunity for a hearing is forfeited and the fine doubles;
5. A form for either admitting the violation alleged and paying the fine, or denying the violation alleged, paying the equivalent ball, and requesting a hearing;
6. The address to which the form should be sent;
7. The telephone number of the person or facility which may be contacted for information;
8. The name and address of the violator, or in the case of a parking violation where the operator of the vehicle is not present, the license plate and vehicle number of the vehicle (if visible); and

D. Upon receiving a citation under this chapter, the cited person may:

1. Within 14 days, deliver to the Sheriff's Office the form provided with the citation, admitting the violation(s), forfeiting and paying the amount of the fine(s) indicated on the citation; forfeiture may be made by mail but must be actually received by the Sheriff within 14 days from the date of the citation; or
2. Within 14 days, deliver to the Sheriff's Office the form provided with the citation, denying all or part of the violation(s), and posting bail by paying a refundable deposit equivalent to the amount of fine(s) indicated on the citation; response may be made by mail, but must be actually received by the Sheriff within 14 days from the date of the citation.

Upon receipt of a denial, the Sheriff's Office shall inform the Hearings Officer, who shall set a hearing within 30 days of the Sheriff's Office receipt of the denial and bail, and shall notify the; notification of the hearing date, time and place shall be mailed within 15 days of the Sheriff's Office receipt of the denial and bail.

3. Failure to perform any part of either subsection 1 or 2, including failure to respond within 14 days, shall be presumed an admission of the violation(s) cited, and the fine(s) shall be doubled.

E. Hearing Process.

The hearing shall afford a reasonable opportunity for the person(s) requesting it to present evidence that the citation was invalid or unjustified.

1. The Hearings Officer may administer oaths and take the testimony of witnesses. The Hearings Officer may issue subpoenas in accordance with Oregon Rules of Civil Procedure 55, provided that subpoena requests be received in writing no later than 5 days before the scheduled hearing. If the person charged with the violation(s) requests a subpoena, the person shall pay a deposit for each witness in an amount set by resolution of the Board of County Commissioners. Witnesses appearing by subpoena shall be allowed the same fees and mileage as allowed in civil cases in circuit court, to be paid by the person requesting the subpoena.

2. A person who receives a citation may be represented by an attorney or other person at any hearing, provided that in the case of representation by an attorney, the person gives written notice to the Hearings Officer two days prior to the hearing so that the County may, at its discretion, arrange for representation by

an attorney on its behalf.

3. If the Hearings Officer, after due consideration, determines that the violation(s) alleged has been established, then the Hearings Officer shall issue a decision that the citation is valid and make brief findings of fact, and shall order the person cited to pay the appropriate fine to the County general fund. The decision and order may be oral and issued at the conclusion of the hearing, but in all cases must be recorded in the record of the hearing. The Hearings Officer will also determine the amount of witness fees to be paid out of any deposit, or refunded.

4. The decision of the Hearings Officer is final.

[Codified by Ord. 05-2000, 7/13/00]

06.06.07.02 [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Deleted by Ord. 03-2010, 2/25/10]

6.06.070 Vehicle Towed

A vehicle registered to a person who has failed to respond or pay fines as required by this chapter to three or more vehicle parking citations, may be towed from any park area or booted, without prior notice, in accordance with the Clackamas County Parking and Towing Chapter, and held until the amounts owing have been paid.

[Codified by Ord. 05-2000, 7/13/00]

6.06.080 Fines

All fines shall be set by ordinance of the Board of County Commissioners.

[Added by Ord. 5-2003, 3-13-03]

August 15, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Amendment with Empowerment Initiatives, Inc. for Peer Services

Purpose/Outcomes	This contractor provides peer support services to individuals at Renaissance Court and the Chez Ami Apartments. Peer support services are recovery-oriented services for individuals with serious mental illness.
Dollar Amount and Fiscal Impact	The total maximum contract value is increased by \$36,117.16 to a revised contract value of \$160,972.16. This contract is funded through the Oregon Health Authority Community Mental Health Program (CMHP) Intergovernmental Agreement and the U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program Grant.
Funding Source	Oregon Health Authority Community Mental Health Program (CMHP) Intergovernmental Agreement and the U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program Grant. No County general funds are involved.
Safety Impact	None
Duration	Effective upon signature and terminates on September 30, 2013.
Previous Board Action	None
Contact Person	Jill Archer, Director, Behavioral Health Division (503) 742-5336
Contract No.	BH-89-12/13

BACKGROUND:

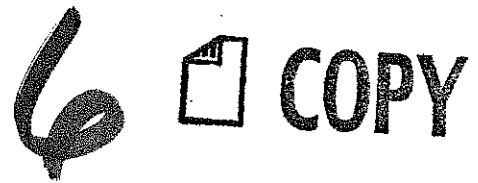
The Behavioral Health Division of the Health, Housing & Human Services Department has contracted with Empowerment Initiatives, Inc. for Peer Services. This contractor was originally chosen through a competitive bid process. Due to a refinement of the costing methodology as well as unanticipated demand, this Amendment is requested to add funding to cover services provided for both Renaissance Court and the Chez Ami Apartments. It is effective upon signature and continues through September 30, 2013.

RECOMMENDATION:

Staff recommends the Board approval of this amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Cindy Becker, Director



TRANSPORTATION MAINTENANCE DIVISION

McCOY BUILDING

902 ABERNETHY ROAD | OREGON CITY, OR 97045

August 15, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Motor Carrier Safety Assistance Program Federal Fiscal Year 2013
Intergovernmental Agreement

Purpose/Outcomes	Approval to enter into an Intergovernmental Agreement between the Clackamas County Motor Carrier Office and the State of Oregon (ODOT) to participate in the Motor Carrier Safety Assistance Program (MCSAP)
Dollar Amount and Fiscal Impact	The total project cost is \$82,218.33 and we have a 20% matching fund requirement along with a MCSAP Maintenance of Effort (MOE) requirement. The first \$23,468.33 of our eligible expenses will satisfy the MOE requirement and will not be reimbursed. After the MOE is met, reimbursements will be 80/20% of billed amounts. ODOT agrees to pay up to \$4,000.00 from federal funds for any ticketing of aggressive cars and trucks.
Funding Source	Program payments are made solely from federal funds, no state funds are obligated under this IGA. Clackamas County shall be responsible for any nonparticipating costs and project costs beyond the estimate.
Safety Impact	To reduce truck at-fault accidents
Duration	This agreement covers the period from October 1, 2012 through September 30, 2013. The payment for work completed may be made through December 31, 2013. The IGA will expire on December 31, 2013, unless extended by a fully executed amendment.
Previous Board Action/Review	This project is a continuation of a project which began in 2010.
Contact Person	Kevin Peterson, Motor Carrier Enforcement Supervisor, 503-557-6391

BACKGROUND:

In 2011, there were a total of 1,021 truck crashes, 21 more than in 2010. It was determined that the truck was at fault in about half of these crashes, or 548 crashes. This is 28 more than in 2010 - a 5% increase. The truck driver was at fault in 517 of these crashes and truck mechanical problems caused just 31 crashes. A total of 420 were injured in these truck crashes in 2011, 11 more than in 2010 – a 3% increase. A total of 45 people were killed, 1 more than in 2010 – a 2% increase.

Although the 2011 totals are higher than the previous year, they're still at a historically low level. Compared with 2007 totals, truck crashes in Oregon are down 18%, crashes in which the truck driver is at-fault are down 20%, crashes caused by truck mechanical problems are down 28%, injuries in truck crashes are down 19%, and fatalities are down 13%.

The mission of the Motor Carrier Transportation Division is to promote a safe, efficient, and responsible commercial transportation industry by simplifying compliance, reducing regulatory requirements, wherever appropriate, preserving the infrastructure, enhancing the private/public partnership, fostering effective two-way communication, and delivering superior customer service while recognizing the vital economic interests of the commercial transportation industry.

The Clackamas County Motor Carrier Division is dedicated to performing Level One inspections on commercial vehicles on a daily basis, with a goal of reducing the amount of truck at-fault accidents, and the five year average crash total by 5%. With the support from this project, we can continue striving towards this goal.

RECOMMENDATION:

Staff recommends the Board approve this Intergovernmental Agreement between the Clackamas County Motor Carrier Office and the State of Oregon (ODOT).

Respectfully submitted,



Samuel Irving, Jr.
Transportation Operations Manager
Transportation Maintenance Division

RECORDING REQUEST
AGREEMENTS/CONTRACTS

ORIGINATING COUNTY DEPARTMENT: Transportation Maintenance Division
Road Maintenance

OTHER PARTY TO
CONTRACT ODOT

TITLE OF AGREEMENT: IGA – Motor Carrier Safety Assistance
Program, Federal Fiscal Year 2013

BOARD AGENDA ITEM
DATE/NUMBER:

PURPOSE OF CONTRACT/AGREEMENT: Approval to participate in the Motor Carrier
Safety Assistance Program

RETURN RECORDED DOCUMENT TO: Jamie Dowdy, 650-3204

INTERGOVERNMENTAL AGREEMENT

Motor Carrier

Motor Carrier Safety Assistance Program Federal Fiscal Year 2013

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, Motor Carrier Transportation Division, hereinafter referred to as "ODOT," and CLACKAMAS COUNTY acting by and through its Motor Carrier Enforcement Division hereinafter referred to as "CCMC," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, and 825.250, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.
2. As defined in ORS 825.250 (2), an "authorized representative" means a city, county or state employee who has been trained and certified by ODOT as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0115, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
3. CCMC wishes to have a certain number of its employees remain or become authorized representatives for purposes of ORS 825.250(2). Further, CCMC wishes to receive federal fund reimbursement for approved Motor Carrier Safety Assistance Program (MCSAP) activities conducted at the request of ODOT.
4. ODOT wishes to enter into agreements with participating agencies in order to ensure that highway safety is enhanced through uniform commercial motor vehicle inspections conducted statewide.

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, ODOT wishes to retain the services of CCMC to perform the work described in this Agreement.
2. Total Project cost is \$82,218.33 including CCMC's twenty (20) percent matching fund requirement and MCSAP Maintenance of Effort (MOE) requirement. ODOT's payments to CCMC under this Agreement will be based on actual costs related to the MCSAP activities detailed in FUNDED SELECTIVE ENFORCEMENT WORK below. Program payments will be made solely from federal funds and shall not exceed \$47,000.00. No state funds are obligated under this Agreement. CCMC shall be responsible for any nonparticipating costs and Project costs beyond the estimate.
3. Reimbursements will be made by ODOT on a basis of first obligations. The first \$23,468.33 of MCSAP eligible expenses will satisfy the MCSAP MOE requirement and will not be reimbursed.

All subsequent reimbursements will be on an 80/20 [80 percent of billed amounts will be compensated] basis to ensure matching efforts are complete. OR

3. ODOT considers CCMC a sub-recipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this work is 20.218, National Motor Carrier Safety.
4. ODOT and CCMC agree that their authorized inspection representatives, certified as commercial vehicle inspectors, as defined by OAR 740-100-0015, by ODOT, under ORS 810.560, will implement inspection procedures in accordance with minimum standards contained herein.
5. ODOT and CCMC agree to enforce the North American Uniform Inspection Out-of-Service Criteria as authored and published by the Commercial Vehicle Safety Alliance (CVSA).
6. The North American Uniform Inspection Out-of-Service Criteria standards are adopted into Oregon law by ODOT under:
 1. OAR 740-100-0090, Part I - Driver.
 2. OAR 740-100-0070, Part II - Vehicle.
 3. OAR 740-100-0080, Part III - Hazardous Materials.
7. For Ticketing Aggressive Cars and Trucks (TACT) activities, ODOT agrees to pay up to \$4,000.00. Payments will be made from federal funds for services outlined in Paragraph 2 under FUNDED SELECTIVE ENFORCEMENT WORK. No state funds are obligated for this activity. TACT activities must be pre-approved by ODOT.
8. This Agreement covers services performed, and purchases made, during the period from October 1, 2012, through September 30, 2013. The payment for work completed may be made through December 31, 2013, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

FUNDED SELECTIVE ENFORCEMENT WORK

ODOT agrees to reimburse CCMC for:

1. Performing Commercial Vehicle inspections in accordance with the Level I, II, III, and IV standards.
2. Participating in selective TACT enforcement exercises primarily directed at non-Commercial Motor Vehicle (CMV) drivers whose behaviors create operational hazards for CMVs. It is understood that officers may also encounter violations committed by CMV drivers during such exercises. In both instances only enforcement actions resulting in citations or written warnings, clearly documenting that the violation(s) occurred around a CMV or as a result of a CMV driver's behavior, will be compensated.
 - a. During scheduled operations, CCMC is expected to cite or warn at a minimum rate of two (2) drivers per hour, per patrol position.

- b. All TACT activity shall occur in or near the Accident Intensified MCSAP Corridors (AIM Corridors) identified by ODOT in Exhibit D, the Appendix C: Guide to the Commercial Vehicle Safety Plan (CVSP), attached hereto and by this reference made a part hereof.
3. Participating in ODOT special operations during which truck inspections are performed by other agencies, with CCMC providing additional support specifically requested by ODOT.
4. Supplies and equipment used in performing inspections or other activities when mutually agreed to in writing. Any such reimbursement will be counted against the limit of \$47,000.00.

CCMC OBLIGATIONS

1. CCMC shall perform the work described in this Agreement and in accordance with the CVSP.
2. CCMC shall:
 - a. Submit Exhibit E – **Line Item Budget Form**, attached hereto and by this reference made a part hereof, reporting all direct and indirect expenditures in performance of this Agreement. Exhibit E describes the expenditures for allocable costs such as personnel and related costs, equipment purchases, printing, information systems costs, and other eligible costs.
 - b. Request in writing to the MCSAP Project Manager, all proposed capital or non-expendable equipment expenditures to be paid for with MCSAP funds. Such request shall contain an exact identification of the proposed purchase, cost, use, and justification.
 - c. Maintain the average aggregate expenditure, exclusive of federal funds and matching funds, for CMV safety programs eligible for funding under this part at a level at least equal to the average level of expenditure for the three (3) full fiscal years beginning after October 1 of the year five (5) years prior to the beginning of each federal fiscal year.
 - d. Request reimbursement as follows: Submit invoices along with supporting documentation to ODOT at least quarterly. Supporting documentation must include Exhibit E - **Line Item Budget Form**, with the "Total Expenses To Date" and "Expenses this Reporting Period" columns filled out.
 - e. Comply with all provisions contained in Exhibits A, B and C, attached hereto and incorporated herein.
 - f. Comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, CCMC expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other

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applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- g. Ensure that all CCMC personnel as defined by OAR 740-100-0015 who engage in the inspection of commercial motor vehicles and their drivers are trained and certified by ODOT pursuant to ORS 810.560. Personnel shall also attend eight (8) hours of ODOT provided refresher training once every two (2) years.
- h. Enforce Oregon's Commercial Vehicle Safety and Hazardous Material Rules and Regulations in a manner consistent with the approved state MCSAP/CVSP and MCSAP/Commercial Vehicle Safety Alliance (CVSA) approved inspection procedures.
- i. Conduct inspection levels as defined by ODOT.
- j. Conduct all inspections on public highways and conduct at least twenty-five (25) percent of the inspections during off peak hours.
- k. Maintain an average agency driver out-of-service rate at or above the national average reported by the Federal Motor Carrier Safety Administration (FMCSA).
- l. Conduct roadside inspections at locations that are adequate to protect the safety of drivers and enforcement personnel.
- m. Conduct no inspections at a motor carrier's terminal unless such inspections have been authorized by ODOT.
- n. Initiate inspections only after a traffic stop, size and weight enforcement stop, or when an out-of-service defect is detected during the normal duty activities of a certified inspector.
- o. Verify ODOT registration status for each commercial vehicle inspected power unit.
- p. To the greatest extent possible, record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to the federal Safety and Fitness Electronic Reporting (SAFER) system.
- q. Provide, in the event that CCMC is unable to record all inspections on ASPEN™ software and electronically upload computer-driven inspections daily to ODOT, written records of all manual inspections to ODOT on ODOT Driver/Equipment Compliance Check Form No. 735-9242, and forward completed inspections to ODOT within five (5) working days of the inspection.
- r. Purchase and receive equipment before the end of the federal fiscal year 2013 and request reimbursement in writing to the MCSAP Officer within thirty (30) days of receiving the equipment. Request shall include a copy of the original bill of sale from the supplier(s).
- s. Notify the MCSAP officer of any joint or special operations involving commercial motor vehicles.

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- t. Comply with the requirements of 2 Code of Federal Regulations (CFR), Part 225 (previously OMB Circular A-87, "Cost Principles of State, Local and Indian Tribal Governments").
3. CCMC shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from ODOT.
4. All employers, including CCMC, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. CCMC shall ensure that each of its contractors complies with these requirements.
5. CCMC shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

ODOT OBLIGATIONS

1. In consideration for the services performed, ODOT agrees to reimburse CCMC, pursuant to its obligations set forth above, an amount not to exceed \$47,000.00 in federal funds for personal services, services & supplies, and equipment expenses incurred while performing selected enforcement work as described above. No state funds are obligated under this Agreement.
2. ODOT will assess CCMC's performance in reference to CCMC Obligations Paragraph 2, Subsection i of this Agreement. In the event CCMC's performance is deemed unreasonable per ODOT's assessment of CCMC Obligations, Paragraph 2, Subsection i of this Agreement, contract termination, per General Provisions Paragraph 3 of this Agreement, will be enforced.
3. In furtherance of ODOT's contractual obligations to FMCSA, and in recognition of ODOT's sponsorship and responsibility to coordinate the motor carrier safety activities of CCMC, ODOT agrees to:
 - a. Pursuant to the Governor's directive, function as the lead agency for purposes of administering Oregon's participation in motor carrier safety activities and to the maximum extent possible coordinate commercial vehicle and driver enforcement activities between all certified and participatory agencies in accordance with the CVSP.
 - b. Coordinate and assist CCMC in the preparation and timely submission to ODOT of required safety program documentation.
 - c. Supply vehicle out-of-service stickers.
 - d. Monitor proper application of inspection procedures, the Motor Carrier Safety Regulations and the Out-of-Service Criteria required by the MCSAP and ORS 810.560. Further, ODOT will review inspection documents for proper documentation techniques and correct application of violations.

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- e. Process written requests for capital expenditures for carrying out the provisions of the CVSP and this Agreement. CCMC acknowledges that ODOT must first have written authority from the FMCSA to make such expenditures, and that ODOT shall not reimburse CCMC for such expenditures prior to and unless such written authority is obtained.
 - f. Consolidate CCMC's safety activities and fiscal reports.
 - g. Train, retrain (as necessary or desirable and within ODOT's ability to make training available), test, and certify the inspectors of CCMC, in accordance with ORS 810.560, this Agreement, the Oregon Board of Public Safety Standards and Training, and, as applicable, CVSA.
4. The Manager of Safety and Federal Programs at the Motor Carrier Transportation Division is ODOT's Project Manager for purposes of administering this Agreement, is Doug Hedlund, 550 Capitol Street NE, Salem, OR 97301-2530, (503) 373-7184, William.D.HEDLUND@odot.state.or.us, or assigned designee upon individual's absence. ODOT shall notify the other Party in writing of any contact information changes during the term of this Agreement.
 5. In no event shall ODOT's obligations hereunder be construed to require ODOT to provide any coordination or assistance in the form of either personnel or funds, related to CCMC's efforts to ensure it will be able to continue providing mission critical services.

GENERAL PROVISIONS

1. ODOT certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within ODOT's current appropriation or limitation of current biennial budget.
2. This Agreement may be terminated by mutual written consent of both Parties.
3. ODOT may terminate this Agreement effective upon delivery of written notice to CCMC, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If CCMC fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - b. If CCMC 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 ODOT fails to correct such failures within ten (10) days or such longer period as ODOT may authorize;
 - c. If ODOT fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the work provided in the agreement, including cancellation or discontinuation of any federal grants whose funds are used to pay for CCMC's work under this Agreement;
 - d. 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 ODOT is prohibited from paying for such work from the planned funding source.

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4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination except when the Agreement is terminated due to conditions 3c or 3d above.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or CCMC with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which ODOT is jointly liable with CCMC (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CCMC in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of CCMC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of CCMC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
7. With respect to a Third Party Claim for which CCMC is jointly liable with ODOT (or would be if joined in the Third Party Claim), CCMC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of CCMC on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CCMC on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CCMC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. CCMC acknowledges and agrees that ODOT, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of CCMC, which are directly pertinent to the specific Agreement

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for the purpose of making audits, examinations, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by ODOT.

10. As federal funds are involved in this Agreement, EXHIBITS A, B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by CCMC representative.
11. CCMC, as a recipient of grant funds, pursuant to this Agreement with ODOT, shall assume sole liability for CCMC's breach of the conditions of the grant, and shall, upon CCMC's breach of grant conditions that requires ODOT to return funds to FMCSA, the grantor, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of CCMC, 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.
12. 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.
13. This Agreement and attached exhibits constitute 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

ODOT/CCMC
Agreement No. 29475

CLACKAMAS COUNTY, by and through its
Motor Carrier Enforcement Division

By _____

Title _____

Date _____

CCMC Contact:

Kevin Peterson
Motor Carrier Enforcement Supervisor
Clackamas County
Motor Carrier Enforcement
902 Abernathy Rd
Oregon City, OR. 97045
(503) 557-6391
kevinpet@co.clackamas.or.us

ODOT Contact:

Paul Kroll, Fiscal Officer, Motor Carrier
Administration
PUC Building
550 Capitol St NE
Salem, OR. 97301-2530
(503) 378-6204
Paul.A.KROLL@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____

Section Manager, Motor Carrier,
Investigations/Safety/Federal Programs

Date _____

APPROVAL RECOMMENDED

By _____

Fiscal Officer, Motor Carrier Administration

Date _____

EXHIBIT A to Agreement No. 29475

For purposes of Exhibit A, references to State shall mean ODOT, references to applicant/recipient and contractor shall mean CCMC and references to contract shall mean Agreement.

GENERAL PROVISIONS FOR MCSAP AGREEMENT

1. General Provisions: The State will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Motor Carrier Safety Administration (FMCSA) concerning special requirements of law, program requirements, and other administrative requirements.
2. Regulation Requirements: The State hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of the Commercial Motor Vehicle Safety Act of 1986, and the new Federal Common Rule 49 CFR, Part 18, 49 CFR, Part 90 (Audits of State and Local Governments), and 2 CFR, Part 225 (Cost Principles for State, Local, and Indian Tribal Governments) as they relate to the application, acceptance and use of Federal funds for this federally-assisted project.
3. Modifications: This Agreement may be amended at any time by a written modification properly executed by both the FMCSA and the State.
4. Retention and Custodial for Records:
 - (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of six years, with the following exception:
 - (1) If any litigation, claim, or audit is started before the expiration of the 6-year period, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, required with Federal funds shall be retained for six years after its final disposition.
 - (3) When records are transferred to or maintained by FMCSA, the 6-year retention requirement is not applicable to the recipient.
 - (b) The retention period starts from the date of the submission of the final expenditure report.
 - (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.
5. Equal Employment Opportunity:
 - (a) The applicant/recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - (b) The applicant/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
 - (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FMCSA by August 1, an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FMCSA.
7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage specified

ODOT/CCMC
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in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.

8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by recipient in excess of \$2,500 that involve the employment of mechanics or laborers, shall include a provision of compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at the rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. Access to Records: All negotiated contracts (except those of \$10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FMCSA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcripts.
10. Civil Rights Act: The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:
 - (a) The primary purpose of an instrument is to provide employment, or
 - (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant Agreement.
12. Rehabilitation Act: The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81 and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.
13. Government Rights (Unlimited): FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA.

For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean CCMC and references to Contract shall mean Agreement.

EXHIBIT B (CCMC)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction",

- "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
 7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a

prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions

of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
- b. Cancellation, termination or suspension of the agreement in whole or in part.

6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT

assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and

obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

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agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING
ODOT'S DBE PROGRAM
REQUIREMENT CONTACT
OFFICE OF CIVIL RIGHTS AT
(503)986-4354.

EXHIBIT D

Guide to the 2011 Commercial Vehicle Safety
Plan

Appendix C Guide to the 2011 Oregon Commercial Vehicle Safety Plan

Law Regarding Safety Plan

**Oregon Revised Statute – ORS 825.248 –
Annual commercial motor vehicle safety
plan.**

(1) The Department of Transportation shall develop an annual commercial motor vehicle safety plan. The goal of the plan is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities resulting from accidents. The priority for each year's plan shall be determined on the basis of accurate and timely data. The department shall use performance measures to determine the success of an annual plan and to develop the subsequent plan.

(2) In conducting inspections described in ORS 810.560, a person who is trained and certified as a commercial vehicle inspector under ORS 810.560 shall adhere to the provisions of the commercial motor vehicle safety plan.

Summary of Key Problems & Objectives

The following series of state-specific problem statements and national program objectives represent the heart of Oregon's Safety Plan for 2011. This section describes problems that must be addressed and objectives that must be achieved in order to have the greatest positive impact on commercial vehicle safety. Oregon enforcement officers and inspectors need to particularly focus on state-specific objectives that seek to reduce the five-year average crash total by 5%.

Problem and Objective #1 – Prevent speed and other driver behavior-related truck-at-fault crashes on Interstate 5, Interstate 84, and US97. Reduce truck-at-fault crashes by 5%, from a five-year average of 244 to 232 in Fiscal Year 2010. State law enforcement officers must make probable cause stops for traffic violations, particularly speeding, and conduct roadside inspections of trucks and drivers. Safety specialists and motor carrier enforcement officers will join them in special operations along these freight routes.

Problem and Objective #2 – Address the number of truck crashes in Portland, Salem, and Eugene that are caused by non-commercial motor vehicle (non-CMV) drivers. Reduce the percentage of non-CMV-driver-caused crashes in these large metropolitan areas by 5%, from a five-year average of 56% to 51% in Fiscal Year 2011. Recruit police to conduct intensified enforcement operations, including Ticket Aggressive Cars and Trucks (TACT) exercises, to check aggressive driving and spread key safety messages.

Problem and Objective #3 – Reduce the number of commercial vehicle drivers who don't wear safety belts. Oregon will commission a formal study of seat belt compliance to establish a baseline for the percentage of drivers failing to wear belts. Oregon can then set a measurable objective to reduce that percentage.

Problem and Objective #4 – Prevent truck-at-fault crashes in high-elevation stretches of Interstates 5 and 84 during Winter months, particularly in December and January. AIM Corridor #1 at Siskiyou Summit on I-5 and Corridors #7, #8, and #9 at Emigrant Hill, Ladd Canyon, and Nelson Point to Weatherby on I-84 are parts of 204 total road miles that are plagued with treacherous weather conditions. Reduce by 5% the number of truck-at-fault, weather-related crashes in AIM Corridor #1 and the entire eastern portion of I-84, from a five-year average of 42 to 40 in Fiscal Year 2011. Police officers must aggressively enforce traffic laws for both commercial and

non-commercial vehicles and all enforcement officers must focus on chain law awareness and compliance in inclement weather.

Problem and Objective #5 – Monitor Oregon passenger carriers to ensure they operate safely. Conduct Level 5 terminal inspections and on-highway inspections when imminent or obvious safety hazards are discovered. Conduct 100 passenger vehicle inspections in FY2011. Maintain or decrease the nine-year average number of bus-at-fault crashes, which stands at three per year.

Detail About State-Specific Problems & Objectives

1

Address the high incidence of driver-behavior-related truck-at-fault crashes on Oregon's major freight routes — Oregon continues to experience a high number of speed and other driver behavior-related truck-at-fault crashes on the state's three major freight routes — Interstate 5, Interstate 84, and US97. All three routes pass through rural and urban areas. The five-year average for truck-at-fault crashes on these routes stands at 244.

Objective — Crash Reduction: The objective for Fiscal Year 2010 was to reduce truck-at-fault crashes on I-5, I-84, and US97 by 5%, from the five-year average of 244 to 232.

Status: There were 174 truck-at-fault crashes along these major freight routes in Fiscal Year 2009, representing a 29% decrease from the five-year average of 244 crashes. At the Fiscal Year 2010 mid-year point, truck-at-fault crash totals were on track to drop even further compared with the five-year average. Since this objective's 5% reduction goal will have been far surpassed, it is being discontinued for Fiscal Year 2011.

There will be no change, however, in the focus of truck safety enforcement. Oregon will

continue to conduct intensive operations to deter driver behavior-related truck-at-fault crashes on these routes.

There will be no change, however, in the focus of truck safety enforcement. Oregon will continue to conduct intensive operations to deter driver behavior-related truck-at-fault crashes on these routes.

2

Address the number of truck-involved crashes that are caused by non-commercial motor vehicle drivers — The greatest concentration of CMV-involved crashes in Oregon occur on major thoroughfares within the three largest metropolitan areas: Portland, Salem, and Eugene. Just over half of those crashes were caused by non-CMV driver behavior.

Objective — Crash Reduction: Reduce the percentage of non-CMV-driver-caused crashes in Portland, Salem, and Eugene by 5%, from a five-year average of 56% to 51% in FY2011.

Status: Car vs. truck crashes in Oregon's largest metropolitan areas have dropped substantially since Fiscal Year 2007, but cars continue to cause more than half of all such crashes.

Activity and Performance Measures:

- Law enforcement officers conduct traffic enforcement operations in these three metropolitan areas, focusing on illegal non-CMV driver behavior around CMVs. They schedule and conduct two Ticket Aggressive Cars and Trucks (TACT) exercises to check aggressive driving and garner publicity to spread key safety messages.
- Engage ODOT's Public Relations staff to inform the trucking industry and the public about enhanced enforcement efforts.
- Track the number of traffic stops and the citations and warnings issued for violations

such as speeding, following too close, improper lane change, and improper turn.

3

Reduce the number of truck drivers

who don't wear safety belts — A nationwide study has concluded that 28% of commercial vehicle drivers don't wear safety belts. Oregon's crash and inspection statistics tend to confirm the finding, as does an informal survey it conducted.

Objective — Safety Improvement: Complete a formal survey to establish a baseline for the percentage of drivers failing to wear belts. Then work to decrease the percentage by 5% between 2012 and 2016.

Status: In almost half of all Oregon crashes, it's unknown whether or not the CMV driver was wearing a safety belt. Oregon attempted to gather more reliable statistics by adding a mandatory safety belt observation to inspection forms, but that attempt failed because it's difficult for inspectors to ascertain from ground level whether the driver was buckled when initially stopped.

Activity and Performance Measures:

- All traffic enforcement operations and on-highway inspections include safety belt observation and enforcement. Inspectors document safety belt enforcement actions.
- Conduct two covert operations using a specialized camera to take photos from highway vantage points to enforce safety belt usage. Analyze operations to gauge effectiveness.
- Produce quarterly reports tracking the number of inspection form observations, violations, traffic citations, and warnings for safety belt usage.

4

Winter crashes — The highest

elevations on Oregon's major freight routes are found along a 7-mile rural stretch of I-5

near the California border, identified as AIM Corridor #1, and in a 197-mile mostly rural stretch of I-84 in Eastern Oregon, with particular trouble spots identified as Corridors #7, #8, and #9.

- Corridor #1 — I-5, Siskiyou Summit
- Corridor #7 — I-84, Emigrant Hill
- Corridor #8 — I-84, Ladd Canyon
- Corridor #9 — I-84, Nelson Point to Weatherby

Although these mountainous areas are plagued with treacherous road conditions, chain enforcement exercises routinely find high violation rates.

Objective — Safety Improvement: Reduce by 5% the number of weather-related truck-at-fault crashes in the designated sections of I-5 and I-84 during Winter months, from a five-year average of 42 to 40 in FY2011.

Status: Continuous chain checks during the most recent Winter season resulted in the issuance of 281 citations and 264 warnings. Violations occur even though chain requirements are widely published and distributed, including advisories on TripCheck.com. Also, variable message signs at the I-5 Siskiyou Pass, I-84 Emigrant Hill, and many other locations throughout the state warn of current road and weather conditions and chain requirements, as well as actual and recommended speeds based on vehicle weights and prevailing conditions.

Activity and Performance Measures:

- Law enforcement and motor carrier enforcement officers maintain aggressive enforcement during periods when vehicles are required to carry or use chains in the designated areas of I-5 and I-84.
- Produce quarterly reports tracking the number of traffic stops made and citations or warnings issued for violation of chain requirements.

5 Passenger vehicle inspections —

Oregon must monitor rural- and urban-based passenger carriers to ensure they operate safely. Inspectors conduct Level 5 terminal inspections and on-highway inspections when safety hazards are observed.

Objective — Passenger Transportation

Safety: Maintain or decrease the nine-year average number of bus-at-fault crashes, which stands at three per year, by conducting 100 passenger-carrying vehicle inspections in FY2011.

Status: This objective, first introduced in Fiscal Year 2007, continues this year in recognition of the federal emphasis on passenger safety although bus-at-fault crashes rarely occur.

Activity and Performance Measures:

- Perform Level 5 inspections, with or without compliance reviews, and track the totals. Perform on-highway inspections when warranted. Produce quarterly reports analyzing activity.

National Safety Program

Activities & Objectives

State Commercial Vehicle Safety Plans must address the five National Program Elements listed in Motor Carrier Safety Assistance Program regulations, 49 CFR 350.109: Driver/Vehicle Inspections, Traffic Enforcement with Inspection, Compliance Reviews, Public Education and Awareness, and Data Collection.

EXHIBIT E – Line Item Budget Form to Agreement No. 29475

PERSONNEL RESOURCES	FFY 2013
# of Positions Assigned to MCSAP-Eligible Activities	5.0
# of FTE Assigned to MCSAP-Eligible Activities ⁵	1.3
Average Hourly Salary w/ Benefits	\$37.00
Estimated # of Inspections	1,150

FY 2013 MCSAP CVSP BUDGET				
MCSAP Eligible Expenses	Total Budgeted Costs	Total Expenses To date	Budget Remaining	Expenses this Reporting Period 10/01/2012-09/30/2013
<u>Personnel (Payroll Costs)</u>				
Salary	\$27,000.00			
Fringe	\$16,000.00			
Overtime	4,000.00			
Other				
Sub-Total, Payroll Costs	\$47,000.00	\$0.00	\$0.00	\$0.00
<u>Equipment & Supplies</u>				
Equipment (Non-Expendable)	6,100.00			
Equipment (Expendable)	1,200.00			
Supplies	721.73			
Other	800.00			
Sub-Total, Equipment and Supplies	\$8,821.73	\$0.00	\$0.00	\$0.00
<u>Program Travel</u>				
Travel (Lodging/Meal Allowance)				
Fleet Cost (Mileage/Repair)	4,200.00			
Other				
Sub-Total, Program Travel	\$4,200.00	\$0.00	\$0.00	\$0.00
<u>Training & Conferences</u>				
Training				
Conferences				
Registration Fees				
Other				
Sub-Total, Training & Conferences	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT E – to Agreement No. 29475

Miscellaneous Expenses	-	-	-	-
Building Rent/Maint	2,200.00			
Telephone	3,400.00			
Insurance	2,600.00			
Other				
Sub-Total, Misc. Expenses	\$8,200.00	\$0.00	\$0.00	\$0.00
SUBTOTAL, DIRECT COSTS	\$68,221.73	\$0.00	\$0.00	\$0.00
	-	-	-	-
Indirect Costs (29.78)	\$13,996.60		\$0.00	\$0.00
Total Eligible Costs Budgeted	\$82,218.33	\$0.00	\$0.00	\$0.00
² Federal Funds Budgeted (80%)	\$47,000.00		\$0.00	\$0.00
³ Matching Funds Budgeted (20%)	\$11,750.00		\$0.00	\$0.00
⁴ MOE Funds Budgeted	\$23,468.33	\$0.00	\$0.00	\$0.00
Projected # of Inspections	1,150			
Estimated Cost per Inspection	\$ 71.49-			

¹MCSAP Eligible Expenses are budgeted costs reimbursable under the MCSAP program (see 350.311).

Include all MCSAP-eligible expenses to be incurred.

²Federal Funds Budgeted is the not to exceed limit located under TERMS OF AGREEMENT, Paragraph 2 of this Agreement.

³Matching Funds Budgeted is CCMCs share of the grant funding.

⁴MOE Funds Budgeted is computed as Total Eligible Costs Budgeted less Federal Funds Budgeted less State Matching Funds Budgeted. **NOTE: MOE Funds Budgeted must be equal to or greater than the aggregate average MOE on the MOE template.**

⁵ # of Positions Assigned divided by 2080 hours.



7

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Requirements Contract with
Paramount Petroleum Corporation for Liquid Asphalt 2013

Purpose/Outcomes	Requirements Contract with Paramount Petroleum Corporation to supply Liquid Asphalt.
Dollar Amount and Fiscal Impact	The maximum dollar amount budgeted for liquid asphalt under fiscal year 2013/2014 is \$1.38 million.
Funding Source	Road Dept. budget line 215-2410-00-424410
Safety Impact	None
Duration	Effective July 1, 2013 through June 30, 2014, with the option of two (2) additional one year renewals.
Previous Board Action	N/A
Contact Person	Terry Learfield, Transportation Maintenance Supervisor at 503 650-3253
Contract No.	N/A

BACKGROUND:

The Road Department uses a considerable amount of liquid asphalt in its Road Maintenance Program. Liquid asphalt is delivered to work sites throughout the County by private carrier on an "as needed" basis. Paramount Petroleum Corporation was one of three successful bidders responding to this Invitation to Bid. We found their bid to be acceptable and therefore request that the County enter into contract with them.

Funds are accounted for under fiscal year 2013/2014 budget line 215-2410-00-424410 and we anticipate spending \$1,380,000 amongst the three contracts for liquid asphalt. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Requirements Contract between Clackamas County and Paramount Petroleum Corporation for supplying and delivering liquid asphalt materials to various work sites in Clackamas County.

Respectfully submitted,

Terry Learfield
Transportation Maintenance Supervisor

Placed on Board Agenda for: August 15, 2013 by Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 15, 2013

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of August 15, 2013 this requirements contract with Albina Asphalt for **Liquid Asphalt - 2013** for the Clackamas County Department of Transportation and Development Transportation Maintenance Division. This project was requested by Terry Learfield, Project Manager. Bids were requested for all the materials and manpower necessary to provide the required product. This project was advertised in accordance with ORS and LCRB Rules. Twelve bid packets were sent out with three responses received: Albina Asphalt, Paramount Petroleum Corporation, and VSS International. After review, all three bids were determined to be responsive and responsible and Clackamas County has elected to enter into requirements contracts with all three vendors. The term of this contract with Albina Asphalt is through June 30, 2014 with the option to renew for two (2) additional one-year terms. Funds for this project are covered under budget line 215-2410-00-424410. This contract has been reviewed and approved as to form by County Counsel.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Requirements Contract with Albina Asphalt for
Liquid Asphalt - 2013

Purpose/Outcomes	Requirements Contract with Albina Asphalt to supply Liquid Asphalt.
Dollar Amount and Fiscal Impact	The maximum dollar amount budgeted for liquid asphalt contract under fiscal year 2013/2014 is \$1.38 million.
Funding Source	Road Department budget line 215-2410-00-424410
Safety Impact	None
Duration	Effective July 1, 2013 through June 30, 2014 with the option for two (2) additional one year renewals.
Previous Board Action	None
Contact Person	Terry Learfield, Transportation Maintenance Supervisor – 503-650-3253
Contract No.	N/A

BACKGROUND:

The Road Department uses a considerable amount of liquid asphalt in its Road Maintenance Program. Liquid asphalt is delivered to work sites throughout the County by private carrier on an "as needed" basis. Albina Asphalt was one of three successful bidders responding to this Invitation to Bid. We found their bid to be acceptable and therefore request that the County enter into contract with them.

Funds are accounted for under fiscal year 2013/2014 budget line 215-2410-00-424410 and we anticipate spending \$1,380,000 amongst the three contracts for liquid asphalt. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this contract between Clackamas County and Albina Asphalt for supplying and delivering liquid asphalt materials to various work sites in Clackamas County.

Respectfully submitted,

Terry Learfield
Transportation Maintenance Supervisor

Placed on Board Agenda for: August 15, 2013 by Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

August 15, 2013

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

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Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

9

August 15, 2013

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF A RETAINER AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT, AND RICHWINE ENVIRONMENTAL, INC. FOR CONSULTANT SERVICES

Purpose/Outcomes	Establish a 1-year retainer contract to provide engineering and process analysis
Dollar Amount and Fiscal Impact	Total Contract Amount not to exceed \$192,000 over FY2013-FY2014
Funding Source	CCSD#1 and Tri-City Service District funds
Safety Impact	None
Duration	July 1, 2013 – June 30, 2014
Previous Board Action	The previous Retainer Agreement was approved by the Board of County Commissioners on March 8, 2012 agenda item 030812-V.2.
Contact Person	Michael S. Kuenzi, WES Director – 503-742-4560
Contract No.	N/A

BACKGROUND:

Clackamas County Service District No. 1 and Tri-City Service District (together, the Districts) previously contracted with Richwine Environmental on several projects, including the construction of the Tri-City treatment facility and Phase 1 expansion. Richwine Environmental has decades of experience in environmental engineering, specializing in providing professional facilities engineering and operation services in water and wastewater treatment and has provided extensive support of staff efforts during the past. Mr. Richwine is currently being utilized by both districts to provide technical and process support in functional areas that have been historically been ignored by our operations and/or where the practice has been to procure these engineering services from the consultant community. The Department Director prefers to utilize Mr. Richwine for the day-to-day engineering in lieu of recruiting and rehiring a replacement for its Chief Engineer role until such time as adding additional management staff appears an effective hire.

As a result of this successful partnership, the Districts would like to retain Richwine Environmental's consulting services for upcoming engineering projects and operational review. The Districts and Richwine Environmental have agreed to the proposed retainer

agreement, which outlines the respective obligations of each party. This contract has been established as a one year contract that will be reviewed at the end of its term.

District counsel has reviewed the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends:

1. The Board approve the attached Retainer Agreement between Clackamas County Service District No. 1, Tri-City Service District, and Richwine Environmental, Inc., and;
2. The Board authorizes the Director of Water Environment Services to execute the agreement between Clackamas County Service District No. 1, Tri-City Service District, and Richwine Environmental, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael S. Kuenzi', with a large, stylized flourish extending from the end of the signature.

Michael S. Kuenzi
Director

**RETAINER AGREEMENT FOR
CONSULTANT SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
AND
TRI-CITY SERVICE DISTRICT**

THIS RETAINER AGREEMENT TO FURNISH CONSULTANT SERVICES (this "Agreement"), made and entered into on this _____ Day of August in the year 2013 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, and TRI-CITY SERVICE DISTRICT, each a county service district formed under Oregon Revised Statutes ("ORS") 451 (together the "DISTRICT"), and RICHWINE ENVIRONMENTAL INC., an Oregon corporation (the "CONSULTANT").

RECITALS

WHEREAS, CONSULTANT has developed a strong familiarity with the business, capital planning and goals of the DISTRICT during the course of prior engagements; and

WHEREAS, DISTRICT desires to have CONSULTANT utilize this expertise for its benefit on an ongoing basis; and

WHEREAS, the most cost-effective arrangement to do so is to place CONSULTANT on retainer for consistent engagement and utilization by the DISTRICT; and

WHEREAS, CONSULTANT is willing to provide services on this basis.

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

ARTICLE 1 - SERVICES OF THE CONSULTANT

The CONSULTANT agrees to perform, in accordance with applicable DISTRICT, local, state and federal laws, statutes, ordinances, rules and regulations, professional services from time to time as directed by the DISTRICT (the "SERVICES").

ARTICLE 2 – DISTRICT’S RESPONSIBILITIES

The DISTRICT will provide adequate information to the CONSULTANT regarding the DISTRICT’S requirements for the SERVICES. DISTRICT will provide office space for CONSULTANT when on-site at DISTRICT facilities.

ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

3.1 The CONSULTANT agrees to complete the Services in a professional manner to the best of its abilities.

3.2 Standards of Performance

3.2.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by a competent member of CONSULTANT'S profession in effect at the time CONSULTANT's services are performed.

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

3.2.3 CONSULTANT shall not engage in providing services, paid or unpaid, for any other individual, group, organization, or entity that does or could provide sewer service in Clackamas County during the term of this Agreement.

3.3 CONSULTANT's Project Manager. The CONSULTANT shall assign personnel to do the work as necessary in its professional judgment.

ARTICLE 4 - AUTHORIZATION AND PROJECT MANAGER

4.1 This Agreement shall be effective upon full execution hereof and shall cover any work undertaken prior to the execution hereof in support of DISTRICT efforts.

4.2 The DISTRICT'S Project Manager is authorized to approve work and billings hereunder, approve subconsultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT'S Project Manager shall be Greg Geist or his designee.

ARTICLE 5 - PAYMENTS TO CONSULTANT

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

5.1 Compensation

The DISTRICT agrees to pay the CONSULTANT a flat retainage fee based on the hours allocated to service. The DISTRICT and CONSULTANT have agreed to a commitment of CONSULTANT's time that will average 24 hours per week over the course of each year of the contract.

5.1.1 Retroactive from July 1, 2013 until June 30, 2014, a retainage fee of Sixteen Thousand and no/100 Dollars (\$16,000.00) per month.

5.2 Billing and Payment Procedure

The CONSULTANT will provide monthly invoices to the DISTRICT in the retainage amount for the respective year. Each invoice shall summarize work performed during the preceding month. The CONSULTANT shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement.

5.3 Expenses Reimbursement.

CONSULTANT shall be responsible for expenses relating to the provision of services; provided, however, that DISTRICT shall reimburse CONSULTANT for mileage related to the purposes of this Agreement as recorded and included in the monthly invoice.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

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

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.1.

- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.2.1.
- 6.2.4 In the event of early termination, all of the CONSULTANT'S work product will become and remain property of the DISTRICT.

6.3 Remedies

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

6.4 Indemnification and Insurance

- 6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon 1) the acts or omissions of CONSULTANT or CONSULTANT'S officers, partners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right of control or 2) material prepared by CONSULTANT, involving any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, except where any such claim or action may arise out of material directly supplied by DISTRICT and subsequently incorporated verbatim in material prepared by CONSULTANT.
- 6.4.2 DISTRICT will indemnify and hold CONSULTANT harmless with respect to any claims or actions instituted by third parties which result from the verbatim use by CONSULTANT of factually incorrect material furnished by DISTRICT, or where material created by CONSULTANT is substantially changed by DISTRICT and published without CONSULTANT'S knowledge, to the extent said change is found to result in liability for CONSULTANT. Information or data obtained by CONSULTANT from DISTRICT prior to publication to substantiate claims made in public communications on behalf of DISTRICT shall be deemed to be

“material furnished by DISTRICT;” provided, however, that to the extent the professional standards of CONSULTANT’S industry would commend independent research on the part of CONSULTANT, the parties shall by apportioned responsibility accordingly and be liable to the extent of such responsibility without duty to the other.

6.4.3 In the event of any proceeding against DISTRICT by any regulatory agency or in the event of any court action challenging the validity or propriety of any work involving CONSULTANT, to the extent not covered by CONSULTANT’S obligations set forth herein to defend, indemnify and hold DISTRICT harmless, CONSULTANT shall assist in the preparation of the defense of such action or proceeding and cooperate with DISTRICT and their attorneys. DISTRICT will reimburse CONSULTANT for any out-of-pocket costs incurred in connection with any such action or proceeding.

6.4.4 The CONSULTANT agrees to furnish the DISTRICT evidence of comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of (i) personal injury, (ii) bodily injury, (iii) death, (iv) damage to property, including loss of use thereof, or (v) libel, slander, piracy, plagiarism, invasion of privacy or infringements of copyright in any way related to the CONSULTANT’S, or any subcontractors’, actions in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds and refer to and support the CONSULTANT’S obligation to hold harmless the DISTRICT, its officers, commissioners, agents, and employees.

6.4.5 The CONSULTANT agrees to furnish the DISTRICT evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property arising from CONSULTANT’S negligent acts, errors or omissions.

6.5 Oregon Law and Forum

6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

6.5.2 Any litigation between the DISTRICT and the CONSULTANT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. The parties agree, however, to resolve any disputes between the parties in the manner described in Paragraph 6.23.

6.6 Workers' Compensation Coverage Requirements

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

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

6.7 Assignment

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

6.8 Notice

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

If to the DISTRICT: Clackamas County Service District No. 1
 c/o Water Environment Services
 150 Beavercreek Road – Suite 430
 Oregon City, Oregon 97045
 ATTN: Greg Geist

Copy to: County Counsel
 c/o Water Environment Services

150 Beaver Creek Road – Suite 430
Oregon City OR 97045
ATTN: Amanda Keller

If to the CONSULTANT: Richwine Environmental Inc.
16360 NW Paisley Drive
Beaverton, OR 97006
ATTN: Dale Richwine, P.E.

6.7 Severability

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

6.8 Integration

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

6.11 Funds

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2013/2014. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the “Board”), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an “Early Termination” as such term is used in Paragraph 6.1.

6.12 Ownership of Documents

6.12.3 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the Project Manager.

6.12.4 The CONSULTANT may retain for its own records and at its own cost copies of

the materials referred to in Paragraph 6.14.1 hereof.

- 6.12.5 Any use the DISTRICT makes of the materials referred to in Paragraph 6.14.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT'S risk.

6.13 Release of Information

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

6.9 Maintenance of Records

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

6.15 Public Contracting Law

The parties acknowledge that DISTRICT is subject to public contracting law including ORS Chapters 279A and 279C, and all applicable portions of the Oregon Revised Statutes are hereby incorporated by reference.

6.16 Survival & Headings

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason. The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

6.17 Amendments & Waiver

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

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

CONSULTANT

Richwine Environmental Inc.
Company

16360 NW Paisley Drive
Address

Beaverton, OR 97006
City, State, Zip Code

Authorized Signature

PRESIDENT
Title

37-1585773
Federal Tax ID Number

Date

**CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1**

Michael S. Kuenzi, District Director

Date

TRI-CITY SERVICE DISTRICT

Michael S. Kuenzi, District Director

Date