



AGENDA

Thursday, September 20, 2012 - 6:00 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-103

I. CALL TO ORDER

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

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

1. Proclaiming September 24, 2012 as Family Day in Clackamas County – A Day to Eat Dinner with Your Children (Rodney Cook, Children, Youth and Families)
2. Presentation of “This is Clackamas County” – Clackamas County Accomplishments (Gary Schmidt, Public and Government Affairs)

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. HOUSING AUTHORITY CONSENT AGENDA

~NO HOUSING AUTHORITY ITEMS SCHEDULED

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

- 3 1. Approval of a Construction Agreement between the Community Development Division and Cedar Mill Construction Company for the Hilltop Clinic Remodel Project in Oregon City- cd
- 4 2. Approval of an Agency Service Contract with Clackamas Women’s Services to Provide Case Management Program Services for Domestic Violence Affected Households – cfr

5

3. Approval of an Agency Service Contract with Northwest Housing Alternatives Inc. to Provide Case Management Program Services for 70 Domestic Violence and/or Child Abuse Affected Households - CYF

B. Finance Department

6

1. Approval of a Contract with Earthworks Landscape Services, Inc. for Landscape Maintenance Services for Clackamas County

C. Elected Officials

7

1. Approval of Previous Business Meeting Minutes – BCC

8

2. Approval of an Intergovernmental Agreement between Clackamas County Sheriff's Office and the City of Portland for Use of US Department of Homeland Security Equipment - CCSO

VII. DEVELOPMENT AGENCY

9

1. Acceptance of an Easement and Authorization of Funding for the Glacier Haus Façade Improvement Project in Government Camp

VIII. WATER ENVIRONMENT SERVICES

10

1. Approval of Amendment No. 3 to the Construction Management Services Agreement for the Capacity Management Program

11

2. Approval of a Section 00500 Agreement between Clackamas County Service District No. 1, Tri-City Service District and Westech Industrial, Inc. (dba. Varec Biogas) for Waste Gas Incinerator Replacement Project Procurement Package for the Waste Gas Flares

IX. COUNTY ADMINISTRATOR UPDATE

X. 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/>

September 20, 2012

Board of County Commissioners
Clackamas County

Members of the Board;

**Proclamation to declare September 24th 2012
As Family Day- A Day to Eat Dinner with Your Children
in Clackamas County**

Family Day - A Day to Eat Dinner with Your Children was launched in 2001 by the National Center on Addiction and Substance Abuse at Columbia University. Family Day is a national movement that informs parents that the engagement fostered during frequent family dinners is an effective tool to help keep America's kids substance free. Dinner Makes a Difference!

An extensive body of research conducted for over ten years by The National Center on Addiction and Substance Abuse at Columbia University has shown that frequent family dinners are an effective method in preventing youth substance abuse. Powerful outcomes have been associated with frequency of family dinners. Research shows that when compared to teens who eat dinner with family five or more times per week, teens who have fewer than three family dinners per week are:

- Almost three times more likely to use marijuana
- More than twice as likely to drink alcohol
- Four times likelier to use tobacco products
- Are more likely to be able to get alcohol, prescription drugs, or marijuana in an hour or less

We know that the most frequently abused substance among our nation's youth is alcohol. Clackamas County youth rates of alcohol and drug use mirror that of the nation. Our most recent data indicates that 17% of eighth graders and 37% of 11th graders report using alcohol at least once in the past 30 days. Physical and social consequences of alcohol abuse among our youth are serious and range from alcohol poisoning, drunk driving, risky sexual behavior, physical aggression, sexual assault, and suicide.

There are also concerning rates of marijuana use among our county's youth. Seven percent of 8th graders and 22% of 11th graders report they have used marijuana in the last 30 days.

The benefits for family dinners can begin as early as the toddler years. Toddlers learn an array of skills by eating dinner with their families. They learn that they are an important part of their families, by sitting with everyone else. Toddlers who eat dinner at the table with their families have better language development than toddlers who don't. Important social skills such as table manners, utensil use, listening skills, please and thank you, opinion sharing, discussions, helping to prepare food, helping in cleaning the kitchen as well as invaluable focused time with their parents, are all benefits of family dinners.

Healthy Families. Strong Communities.

Clackamas County Children, Youth and Families Division is actively supporting and developing evidenced-based programs and initiatives that work towards preventing youth drug and alcohol use, promoting family togetherness and beginning family dinners early. Some of the programs and initiatives underway in our County include:

- The Clackamas County Prevention Coalition meets monthly to develop and implement effective strategies to reduce youth drug and alcohol use.
- Supporting the development of community drug and alcohol prevention coalitions including the Gladstone Youth Coalition, Drug Free Estacada Families & Youth, Coalition, Oregon City Together, Sandy Community Partners, Vibrant Futures of Milwaukie and Molalla Weed & Seed .
- Above the Influence and Youth PhotoVoice projects using youth photography across Clackamas County to incorporate teen perspectives into prevention planning.
- PreventNet schools is a collaboration between the County, local schools and non-profits providing prevention programming for youth within the schools based on the Extended Services Schools Initiative.
- Project Alert, an evidenced-based drug and alcohol prevention program for youth in participating Clackamas County schools.
- The Healthy Start/Healthy Families home visitors discuss the importance of family dinners with new parents while their children are toddlers.
- Strategic Prevention Framework initiative addresses binge drinking in 18-25 year-olds.
- Support prescription drug take-back events countywide.

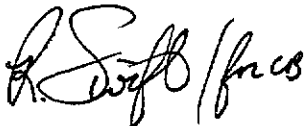
To learn more about prevention of youth drug and alcohol use, please call the Children, Youth and Families Division at 503-650-5681.

To learn more about Healthy Start/Healthy Families, please call the Healthy Start Program Manager with the Children Youth and Families Division at 503-496-3937.

Recommendation:

Staff recommends the Board approve of Family Day – A Day to Eat Dinner with Your Children Proclamation.

Sincerely,



Cindy Becker,
Director

For information on this issue or copies of attachments
Please contact Rodney Cook at (503) 650-5677

Phone: (503) 650-5697 • Fax: (503) 655-8677 • www.clackamas.us

**PROCLAIMING SEPTEMBER 24, 2012
AS FAMILY DAY – A DAY TO EAT DINNER WITH YOUR CHILDREN
in CLACKAMAS COUNTY**

WHEREAS seventeen years of research conducted by The National Center on Addiction and Substance Abuse at Columbia University have consistently found that children and teenagers who have frequent dinners together with their parents are significantly less likely to smoke, drink and use illegal drugs; and

WHEREAS teens that eat dinner with their families fewer than three times a week are four times likelier to use tobacco; and

WHEREAS teens that eat dinner with their families fewer than three times a week are more than twice as likely to drink alcohol; and

WHEREAS teens that eat dinner with their families fewer than three times a week are almost 3 times more likely to use marijuana; and

WHEREAS teens that eat dinner with their families fewer than three times a week are almost four times more likely to say they expect to try drugs in the future; and

WHEREAS teenagers who eat dinner with their families fewer than three times a week are more likely to be able to get alcohol, prescription drugs, or marijuana in an hour or less; and

WHEREAS parental engagement is known to be one of the most critical factors in determining the likelihood of substance use by teenagers; and

WHEREAS toddlers benefit from family dinners by learning an array of skills such as table manners, family dynamics, social skills, language development and an open mind to trying new and healthy foods which lays the foundation for future good health; and

WHEREAS toddlers and young children gain self esteem, learning that they are an important part of their family, sitting at the table with everyone else; and

WHEREAS family dinners have long been considered a pillar of family life in America.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby proclaim Monday, September 24, 2012 as

***Family Day - A Day to Eat Dinner with Your Children
in Clackamas County***

We encourage all citizens of the County to join in this observance and urge all families to eat dinner with your children.

DATED this ____ day of _____, 2012

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Commissioner Charlotte Lehan, Chair

Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Liningger
Commissioner Paul Savas



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GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

September, ²⁰~~16~~, 2012
Board of County Commissioners
Clackamas County

Members of the Board:

QUARTERLY PRESENTATION OF "THIS IS CLACKAMAS COUNTY"

Last February, Public and Government Affairs launched a monthly compilation of milestone accomplishments within County government. The online feature is entitled "This is Clackamas County."

The objective is to inform the public about the many ongoing services, initiatives and programs that benefit our citizens, stakeholders and the public. To date 52 milestone accomplishments have been compiled representing a wide range of County departments, agencies and key initiatives. Public and Government Affairs is pleased to present a Power Point summary of these reports.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs

For information on this issue, please contact Gary Schmidt at (503) 742-5908

September 20, 2012

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

**Approval of a Construction Agreement between the
Community Development Division and Cedar Mill Construction Company
for the Hilltop Clinic Remodel Project in Oregon City**

The Community Development Division of Health, Housing and Human Services Department request the approval of a Construction Agreement with Cedar Mill Construction Company for the Hilltop Clinic Remodel Project within the Redsoils Campus. The Hilltop Clinic Remodel Project consists of building improvements to a health clinic including renovations to interior offices, lobby, entry doors and waiting areas. Scott|Edwards Architecture has been hired as the project architectural firm, through the Request for Proposal (RFP) process. They will assist the County to ensure a comprehensive and complete project. Health Resources and Services Administration (HRSA) federal funds and local funds will provide for the construction project costs. This project will greatly improve the existing interior of the clinic conditions that serves low-moderate income residents of the County.

After review of the eight (8) bids submitted on August 30, 2012, Cedar Mill Construction Company was determined to be the lowest responsible bidder complying with the requirements of the solicitation documents. Their contract price is \$292,400.00

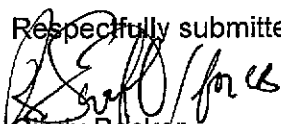
Financial Impact: Clackamas County-Local Funds.....	\$ 5,848.00
<u>Health Resources and Services Administration Funds...</u>	<u>\$286,552.00</u>
Total Construction Cost:.....	\$292,400.00

No County General Fund dollars are involved. The Construction Agreement was reviewed and approved by County Counsel on August 13, 2012.

Recommendation

We recommend approval of this Contract and that Director, Cindy Becker be authorized to sign the Construction Contract on behalf of the Board of County Commissioners.

Respectfully submitted,


Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Mark Sirois at 503-650-5664

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR

OWNER:

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR:

Cedar Mill Construction Company
19465 SW 89th Ave.
Tualatin, OR 97062

Project Architect: Scott Edwards Architecture

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

ARTICLE 2: STATEMENT OF WORK

The Contractor shall furnish all labor, material, equipment and services needed to complete all work as specified or indicated in the Contract Documents. The project consists of building improvements to a health clinic to include renovations to interior offices, lobby, entry doors and waiting areas of a health clinic.

The project site is located at: 998 Library Court in Oregon City, Oregon 97045.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date of the Notice to Proceed which will be issued by the Owner.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than **60** days of construction once construction contract is executed between Owner and General.

3.3 The Parties agree that the following provision for liquidated damages for the Contractor's failure to achieve substantial completion within the Contract Time is a genuine pre-estimate of injury the Owner will sustain and is not in the nature of a penalty. The Contractor's failure to achieve substantial completion within the Contract Time will cause harm to the Owner that is presently very difficult of accurate estimation, as it will cause public inconvenience. The Parties agree that a reasonable forecast of the just compensation for the harm that will be caused by such a breach is **Two Hundred and Fifty Dollars (\$250)** per day and fix that amount as agreed damages for the Contractor's failure to achieve substantial completion within the Contract Time.

3.4 This Project is a federally (98%) and locally (2%) funded. Thus, the Owner will adhere to the guidance of the U.S. Department of Health and Human Services (HHS) and the Health Resources and Services Administration (HRSA) for mandates regarding enforcement of liquidated damages. This is a Capital Development-Immediate Facility Improvements (CD-IFI) project that is to start and complete in a timely manner. The Notice to Proceed will start the work of the project and designate the number of days allowed for construction. (See 3.1 & 3.2)

3.5 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Architect. Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Price of Two Hundred Ninety Two Thousand and Four Hundred dollars (\$292,400), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Price includes the Base Bid as described in the Contract Documents and is hereby accepted by the Owner.

4.3 Unit prices are as follows: (insert unit prices if any)

ARTICLE 5: PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Price to the Contractor as provided in the Contract Documents for the period ending the last day of the month. Progress payments shall be made to the Contractor on or before the 30th of each month provided that an application for payment is approved by the Architect and received by the Owner at least 21 days before the date the Progress Payment is due. For all payment requests the Contractor shall submit to the Architect an itemized application for Payment, notarized and supported by data substantiating the Contractor's right to payment. Payment shall be made on Work completed and on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site.

5.2 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Price among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.3 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The only Application and Certificate for Payment shall be submitted to the Architect using **AIA G702** Form(s) throughout the project, as required by the Health Resources and Services Administration (HRSA) a Federal Governmental entity.

5.4 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.4.1 Take that portion of the Contract Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 10.1.6 of the General Conditions even though the Contract Price has not yet been adjusted by Change Order:

5.4.2 Add that portion of the Contract Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%):

5.4.3 Subtract the aggregate of previous payments made by the Owner: and

5.4.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 13.5 of the General Conditions.

5.5 Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

5.6 Release of Retainage, The final release of all Construction Contract funds held by OWNER. Authorization must be also approved by the Architect. These funds can be; Change Orders, Final payments, retainage held to be released by OWNER.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 7: ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

Section	Title/Document	Pages
II.1	Agreement/Document D3	9
II.3	Other Bonds/ Additional Insurance:	
	Performance Bond	2
	Labor & Material Payment Bond	2
	Commercial General Liability (CG 32 61 10 05)	1
	Public Works Bond (Instructions with Form)	2
II.4	General Conditions/Document D4	30
II.5	Supplementary Conditions:	
	HHS Regulations 45 CFR Parts 74 and 92 Procurement Standards	27
	State of Oregon (BOLI) ORS.279C.800 through 279C.870	16
	State of Oregon (BOLI) Wage Rates Determination: July 1, 2012	21
	Payroll Statement Form WH-38 "example"	2
	State of Oregon "example" – List of Contractors Ineligibility	6
	Federal Debarment "example" – Excluded Parties List System (EPLS)	1
II.6	Specifications: Prepared and Provided by Scott Edwards Architecture Titled "Hilltop Clinic Remodel"	
II.7	Drawings:	

Prepared and Provided by Scott Edwards Architecture
Titled "Hilltop Clinic Remodel"

II.8 Addenda number 1-3

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**ARTICLE 8: STATE OF OREGON, BUREAU OF LABOR & INDUSTRY (BOLI)
PREVAILING WAGE RATES**

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than State of Oregon, Bureau of Labor and Industry (a.k.a. BOLI) prevailing wage rate for the duration of the project as referenced in ORS 279C.800 through ORS 279C.870. Moreover, any individual working under BOLI provisions, if working in two job classifications shall to be paid based on each job classifications he or she worked, which is in effect for this contract.

NOTE: This is NOT a Davis-Bacon Prevailing Wage Project.

ARTICLE 9: INDEMNITY – INSURANCE - BONDS

9.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, 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.

9.1.1 Indemnity with transference of project (i.e. rehabilitation, new facility or remodel) once completion of all bid items, scope of work, punch-list, unresolved issues, change orders, and release of retainage funds have been released to the CONTRACTOR, the project is thereafter the responsibility of the property OWNER. Property OWNER means the original owner before the project work began. The County is no longer the OWNER (as applicable).

9.2 Insurance.

9.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this

contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

9.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

9.2.3. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

9.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

9.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the OWNER under this insurance. This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

9.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the

general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

9.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

9.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

11.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: 1 YEAR WARRANTY PERIOD

12.1 The 1 year warranty period begins when OWNER has received all required close-out paperwork Affidavits: Consent to Surety, Payment of Debts and Claims, Release of Liens, as well as CONTRACTOR's and SubCONTRACTOR's Payroll Forms, and the Release of Retainage has been give to the CONTRACTOR for the Project. The CONTRACTOR warrants to the Owner and Architect that materials and equipment furnished, installation of all components of the Scope of Work will be good quality no less than 1 full calendar year (i.e. 365 days, consecutively). The start and ending dates will be determined by the OWNER and Architect.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ARCHITECT on their behalf.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION PROJECT
Project Title: **HILLTOP CLINIC REMODEL**
Project Number: **52007**

This Agreement between Owner and Contractor is entered into as of the date it is signed by the Owner.

CONTRACTOR

Cedar Mill Construction Company
19465 SW 89th Ave.
Tualatin, OR 97062

By: 
Name & JAMES E. ANDERSON
Title OWNER

9/6/2012
Date Signed

93-1262175
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

131345
Oregon Commercial Contractor's
Board No.

OWNER

Clackamas County, Oregon

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

Signing on Behalf of the Board

By: _____
Cindy Becker, Director of
Health, Housing and Human Services

Date Signed

September 20, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with
Clackamas Women's Services to provide Case Management Program Services
for Domestic Violence Affected Households**

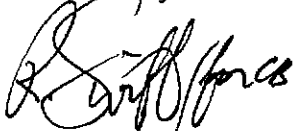
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women's Services for Domestic Violence prevention and intervention services. Services to be provided under this contract include: supportive case management to a minimum of 45 domestic violence affected Housing Authority voucher households; and *eviction prevention or rapid re-housing assistance and supportive case management to a minimum of 25 domestic violence affected households.*

Total amount of this agreement is \$210,000. Funds are budgeted in the Bridge Funding grant stream for fiscal year 2012-2013 to cover this agreement. County General Funds are involved, but no County staff are funded through this grant. This agreement is effective upon acceptance by all parties and will terminate June 30, 2014. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

Recommendation:

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY12-13)

COPY

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and "Clackamas Women's Services" hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

Provide "supportive case management to a minimum of 45 domestic violence affected HACC voucher households; and eviction prevention or rapid re-housing assistance and supportive case management to a minimum of 25 domestic violence affected households" as described in Work Plan Exhibit 1 attached hereto.

B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate June 30, 2014.

II. COMPENSATION AND RECORDS

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of \$ "210,000.00- County General Funds".

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers,

AGENCY SERVICE CONTRACT

and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract
- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

1. Commercial General Liability Insurance

- Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

2. Commercial Automobile Insurance

- Required by COUNTY Not required by COUNTY

AGENCY SERVICE CONTRACT

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

AGENCY SERVICE CONTRACT

8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The COUNTY may terminate this contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

AGENCY SERVICE CONTRACT

1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being

AGENCY SERVICE CONTRACT

appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

AGENCY
Clackamas Women's Services


By _____

Melissa Erlbaum
Name (Typed) _____

Executive Director
Title _____

8-30-2012
Date _____

701 Main St. Suite 200
Street Address _____

Oregon City, OR 97045
City/Zip _____

503-722-2366
Phone Number _____

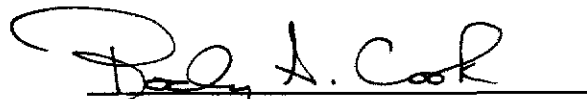
93-0900119
TIN, FIN or S.S.# _____

CLACKAMAS COUNTY
Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Lininger
Commissioner Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date



Rodney A. Cook, Director
Children, Youth & Families Division

8-30-12
Date _____

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

- I. AGENCY shall meet all performance outcomes as outlined in **attached Work Plan**.
- II. Performance Standards:
 1. **Community Based, Holistic Approach**
 - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
 - AGENCY programs and services shall have ongoing community investment and involvement.
 2. **Family-Centered Programs**
 - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
 - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
 3. **Establish/Maintain Effective Partnerships**
 - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
 - AGENCY shall develop and promote continuous communications with similar organizations.
 4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
 - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
 5. **Implement Research Based Accountability**
 - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
 - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
 - 1st Quarter, Jul 1 – Sep 30: due on Oct 17, 2012
 - 2nd Quarter, Oct 1 – Dec 31: due on Jan 16, 2013
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 16, 2013
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 16, 2013
 6. **Reflect and Incorporate Diversity**
 - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

COPY

September 20, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Agency Service Contract with Northwest Housing Alternatives Inc. to provide Case Management Program Services for 70 Domestic Violence and/or Child Abuse affected Households

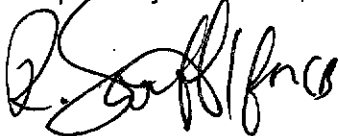
The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Northwest Housing Alternatives, Inc. for Domestic Violence and/or Child Abuse prevention and intervention services. Services to be provided under this contract include: supportive case management to a minimum of 45 domestic violence and/or Child Abuse affected Housing Authority voucher households; and eviction prevention or rapid re-housing assistance and supportive case management to a minimum of 25 domestic violence and/or Child Abuse affected households.

Total amount of this agreement is \$210,000. Funds are budgeted in the bridge funding grant stream for fiscal year 2012-2013 to cover this agreement. County General Funds are involved, but no County staff are funded through this grant. This agreement is effective upon acceptance by all parties and will terminate June 30, 2014. This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

Recommendation:

We recommend the approval of this contract and that Cindy Becker be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Deanna Mulder at (503) 650-5675

Phone: (503) 650-5697 • Fax: (503) 655-8677 www.clackamas.us

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY12-13)

2012

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and "**Northwest Housing Alternatives, Inc**" hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

Provide "**supportive case management to a minimum of 45 domestic violence and/or child abuse affected HACC voucher households; and eviction prevention or rapid re-housing assistance and supportive case management to a minimum of 25 domestic violence and or child abuse affected households**" as described in Work Plan Exhibit 1 attached hereto.

B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2012. This agreement shall terminate **June 30, 2014**.

II. COMPENSATION AND RECORDS

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of \$ "**210,000.00 – County General Funds**".

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the AGENCY.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

AGENCY SERVICE CONTRACT

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If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

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When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

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- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
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- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

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AGENCY SERVICE CONTRACT

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

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AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

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Coverages provided by the AGENCY must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

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The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

The COUNTY may terminate this contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
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5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section

AGENCY SERVICE CONTRACT

10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:
 - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
 - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
 - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
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5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

AGENCY SERVICE CONTRACT

6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.
- "The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."
- "The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."
- G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.
- H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.
- I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

AGENCY
Northwest Housing Alternatives, Inc.



By

Martha McLennan
Name (Typed)

Executive Director
Title

9/11/12

Date

2316 SE Willard
Street Address

Milwaukie, OR 97222
City/Zip

503-654-1007
503-654-1319 (fax)
www.nwhousing.org
Phone Number

93-0814473
TIN, FIN or S.S.#

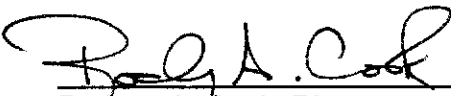
CLACKAMAS COUNTY

Commissioner Charlotte Lehan, Chair
Commissioner Jim Bernard
Commissioner Jamie Damon
Commissioner Ann Linger
Commissioner Paul Savas

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date


Redney A. Cook, Director
Children, Youth & Families Division

9-11-12
Date



6

Jeff Jorgensen
Manager

FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT

1710 RED SOILS COURT, #200 | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Earthworks Landscape Service, Inc.
For Landscape Maintenance Services for Clackamas County**

An RFP for landscape services was advertised on May 22, 2012 resulting in five responses received. The contractor was selected based on the Evaluation Criteria set forth in the proposal and is in compliance with LCRB Rules and County Purchasing Policies and Procedures.

Earthworks Landscape Service, Inc. was deemed to be the lowest responsive and responsible proposer for Zones 3, 4 & 5.

The initial term of the contract is for one year with an option for four (4) additional one-year renewals. The contract amount shall not exceed \$164,000.00. Funding is budgeted in the Facilities Management Budget line item 744-0214-00-437935. Costs will be recovered through the Cost Allocation Program from departments receiving landscape maintenance services.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION

Staff respectfully recommends that the Board approve the contract with Earthworks Landscape Service, Inc. and that the Chair of the Board be authorized to execute the contract.

Sincerely,



Jeff Jorgensen, Manager
Facilities Management

Placed on board agenda _____ by the Purchasing Division.

For information on this issue or copies of attachments,
please contact Cyndi Klaetsch at (503) 557-6415.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **September 20, 2012** this Services Contract with Earthworks Landscape Service for Landscape Maintenance Services for Clackamas County. The RFP was advertised on May 22, 2012. Purchasing received five response's at the time of closing on June 12, 2012. The Contractor was selected based upon the Evaluation Criteria set forth in the request for proposal, and is in compliance with LCRB Rules and County Purchasing Policies and Procedures. Earthworks Landscape Service was deemed to be the lowest responsive and responsible proposer for zones 3, 4 & 5. Zones 1 & 2 have been awarded to Diversified Abilities, a QRF. The term of the contract is one year, with an option for four additional, one-year renewals. The annual contract amount is \$164,000.00. This dollar amount includes \$5,000.00 for emergency services. Funds for this contract have been budgeted within the Department's current FY 12/13 budget. The project has had Counsel review.

Recommended Action:

Staff respectfully requests approval of the contract with, Earthworks Landscape Service for Landscape Maintenance Services for Clackamas County for the Clackamas Facilities Department.

Respectfully Submitted,

Dan Nenow, C. P. M.
Purchasing Staff



Clackamas County Sheriff's Office

3

CRAIG ROBERTS, Sheriff

September 20, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Between Clackamas County
and the City of Portland For Use of US Dept. Of Homeland Security Equipment

This Intergovernmental Agreement outlines the terms allowing use of handheld FLIR surveillance equipment by the Clackamas County Sheriff's Office. The equipment covered under this agreement was purchased by the City of Portland with U.S. Department of Homeland Security, Federal Emergency Management Agency, Oregon Military Department, Office of Emergency Management FY2009 Buffer Zone Protection Grant funds.

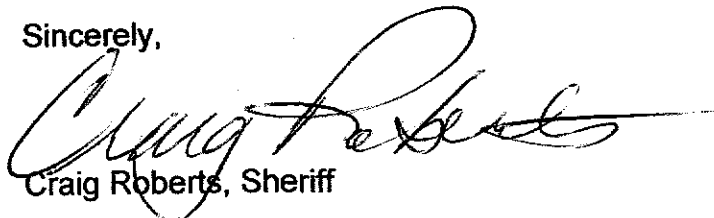
The assets covered by this agreement are two FLIR Recon M18 Thermal Handheld Imaging Devices. These devices are used to assist deputies in detecting people in sensitive areas, day or night. The equipment is very useful in canine, article searches, and other searches that may require thermal imaging. There are no funds involved in this agreement.

The term of agreement is from May 1, 2012 until terminated by both parties. County Counsel approved this agreement.

RECOMMENDATION

It is our recommendation that the Board approve this Intergovernmental Agreement between Clackamas County and the City of Portland for use of Homeland Security equipment.

Sincerely,



Craig Roberts, Sheriff

For more information on this issue or copies of attachments please contact Jeff Smith at 503-785-5000

"Working Together to Make a Difference"

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

COP Contract Number: #300075 Clackamas County Contract Number: #

This Agreement is made and entered into May 1, 2012, by and between Clackamas County (hereafter CC) on behalf of its Sheriff's Office and the City of Portland, Oregon, on behalf of its Police Bureau, Tactical Operations Division (hereafter PPB).

I. RECITALS:

- A. WHEREAS, the mission of the Federal Emergency Management Agency (FEMA) the Buffer Zone Protection Program (BZPP) is to assist responsible jurisdictions in building effective prevention and protection capabilities to make it more difficult for terrorists to conduct site surveillance or launch attacks, and
- B. WHEREAS, to enforce the mission of the BZPP, PPB was granted funds to acquire surveillance equipment, and
- C. WHEREAS, CC and PPB have authority to cooperate for any lawful purpose with each other by means of an intergovernmental agreement and to enter into an agreement to perform any lawful purpose, and
- D. WHEREAS, the purpose of this Agreement is to address PPB equipment that is being housed and used by CC in order to institute the goals of the BZPP, and
- E. WHEREAS, this equipment will give CC the ability to monitor multiple remote locations that are unable to have installed surveillance equipment, and
- F. WHEREAS, this reactive equipment will assist CC deputies in detecting people at night in sensitive areas that require enhanced night vision capabilities, and
- G. WHEREAS, CC and PPB desire to enter into this intergovernmental agreement,

NOW, THEREFORE, CC and PPB agree as follows:

II. TERM

This Agreement shall be effective as of May 1, 2012, and extend until the termination of this Agreement unless earlier terminated in accordance with Section VII of this Agreement or modified as provided in Section XV.

III. RESPONSIBILITIES OF CC

CC agrees to:

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

COP Contract Number: #

Clackamas County Contract Number: #

-
- A. Maintain and house the assets according to the FEMA standards outlined in Section V of this Agreement.
 - B. Provide consistent communication with PPB regarding the necessity and use of the borrowed equipment.
 - C. Upon written request, return the equipment to PPB within 30 days.
 - D. Return items in original condition with very limited alteration beyond understandable wear and tear. Condition is to be assessed by the PPB representative accepting the returned equipment.

IV. RESPONSIBILITIES OF PPB

PPB agrees to:

- A. Provide consistent communication with CC.
- B. Keep a current inventory of all grant-funded equipment, including manufacturer, description, serial number, and responsible person or office.
- C. Periodically examine equipment to ensure that they meet requirements set out in the FEMA grant and issue requested equipment to each party by means of a hand receipt after documenting the information listed in Section IV.B. above.
- D. Provide FEMA or the Oregon Emergency Management Military Department the inventory upon request.
- E. Attain written permission from OEM and FEMA to allow CC to house and use the grant-funded assets.

V. AWARD CONDITIONS OF EQUIPMENT

CC agrees to adhere to the following requirements.

1. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this Agreement shall be retained for a minimum of five years for purposes of PPB, State of Oregon or Federal examination and audit. It is the responsibility of the equipment holder to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to appraise itself of all rules and regulations set forth.

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

COP Contract Number: #

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-
2. Access to Records. PPB, OEM, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of CC and any contractors or subcontractors of CC, which are pertinent to the IGA, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
 3. Audits. CC shall cooperate with any federal or state audit of PPB related to this Agreement and make records available for review or audit by appropriate official.
 4. Property/Equipment Management and Records Control. CC shall comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, until disposition takes place, will, at a minimum, meet the following requirements.
 - a. CC will record and maintain an inventory of all equipment covered by this Agreement
 - b. CC will maintain the property/equipment records listed as Exhibit A, which include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of the Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of return or, if applicable, disposal and sale price of the property/equipment.
 - c. CC will physically inventory the property/equipment and reconcile the results with the property/equipment records, at least once every two years.
 - d. When practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security". CC will not remove any such marks from the equipment subject to this Agreement.

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

COP Contract Number: #

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-
- e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - g. Adequately safeguard all such property/equipment and must assure that it is used solely for authorized purposes.
 - h. If CC is authorized to sell the property/equipment by PPB, proper sales procedures must be established to ensure the highest possible return.
 - i. CC shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantee who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Title to all property/equipment and supplies purchased with funds made available under the Buffer Zone Protection Grant Program shall vest in PPB, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Buffer Zone Protection Grant Program.

VI. NOTICES

All notices required or allowed of one party to the other shall be in writing and sent to the party as indicated below:

Clackamas County:
Barbara Hass
9101 SE Sunnybrook Blvd.
Clackamas, OR 97015
Phone number: 503-785-5012
Email Address:
bhass@co.clackamas.or.us

City of Portland:
Bob Del Gizzi
Business Operations Manager
1111 SW 2nd Ave., Room 1406
Portland, OR 97204
Phone number: 503-823-0495
Email address:
bob.delgizzi@portlandoregon.gov

VII. EARLY TERMINATION

This Agreement may be terminated at any time by mutual written consent of the parties or upon ninety (90) days written notice by one party. Termination under any provision of

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

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Clackamas County Contract Number: #

this paragraph shall not affect any rights, obligation, or liability of State of Oregon or the City of Portland, which accrued prior such termination.

VIII. INDEMNIFICATION CONTRIBUTION

Subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution Article XI, Section 9, Clackamas County shall hold harmless, defend, and indemnify the City, and its officers, agents and employees (collectively "the City") against all claims, demands, actions, and suits (including all attorney fees and costs) brought against the City arising from actions or omissions of Clackamas County and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

Subject to the conditions and limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Oregon Constitution Article XI, Section 9, and the terms of the Oregon Military Department, Office of Emergency Management Grant #09-092, Clackamas County shall hold harmless, defend, and indemnify the State of Oregon, Oregon Military Department, Office of Emergency Management, and its officers, agents and employees (collectively "the State") against all claims, demands, actions, and suits (including all attorney fees and costs) brought against the State from actions or omissions of Clackamas County and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.

XI. NON-DISCRIMINATION

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

XII. ACCESS TO RECORDS

Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law. The books, documents and other records related to this Agreement shall be maintained as long as stipulated in the Grant or by federal law, whichever is the longer.

XIII. SUBCONTRACTS AND ASSIGNMENT

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

XIV. FORCE MAJEURE

Neither CC nor PPB shall be held responsible for any breach of this Agreement caused by fire, riot, acts of nature, power outage, government fiat, terrorist acts or other acts of political sabotage, civil unrest, labor unrest, or war, where such cause is beyond the

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
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FY 2009 Buffer Zone Protection Grant Program Equipment

COP Contract Number: #

Clackamas County Contract Number: #

reasonable control of CC or PPB. However, both parties shall make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

XV. MODIFICATION

This Agreement may be modified by mutual consent of the parties. Any modification to provisions of this Agreement shall be in writing and signed by the parties.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

XVII. ALTERNATIVE DISPUTE RESOLUTION

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

XVIII. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term held to be invalid.

XIX. COUNTERPARTS

This Agreement may be executed in several counterparts, 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 the Agreement so executed shall constitute an original.

XX. ADDITIONAL TERMS AND CONDITIONS: NONE

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.


Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

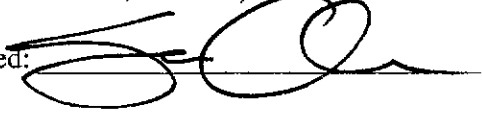
COP Contract Number: #

Clackamas County Contract Number: #

CLACKAMAS COUNTY

CITY OF PORTLAND, OREGON:

Approved: 

Approved: 

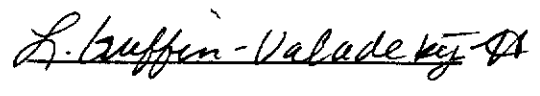
Name, Title Sheriff

Sam Adams, Mayor

Date: _____

Date: 7/20/12

Approved: _____

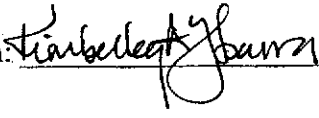
Approved: 

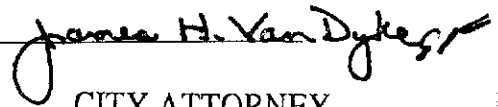
Name, Title

LaVonne Griffin-Valade, City Auditor

Date: _____

Date: 8/6/12

Approved as to form: 

APPROVED AS TO FORM
Approved as to form: 

CITY ATTORNEY

Name, Title Sr. Asst. County Counsel

Portland City Attorney

Date: 9.6.12

Date: 7/17/12

Clackamas County/City of Portland
INTERGOVERNMENTAL AGREEMENT
For the Use of U.S. Department of Homeland Security,
Federal Emergency Management Agency, Oregon Military Department,
Office of Emergency Management
FY 2009 Buffer Zone Protection Grant Program Equipment

COP Contract Number: #

Clackamas County Contract Number: #

EXHIBIT A

LIST OF GRANT FUNDED ASSETS BEING HOUSED BY CLACKAMAS COUNTY

I. DESCRIPTION

1. Two FLIR Recon M18 Thermal Handheld Imaging Devices - full-featured, high performance pocket tactical scope with a standard 640x480 imager, remote video output and available laser pointer, hardened and submersible, with low power consumption for long battery life.
2. Asset Tracking
 - a. Portland Police Bureau Asset: #407744, Class: 480000
 - i. Serial Number: CM0204
 - ii. Inventory Tracking Code: A23794
 - b. Portland Police Bureau Asset: #407755, Class: 490000
 - i. Serial Number: CM0213
 - ii. Inventory Tracking Code: A23810

II. USE

1. The assets assist Deputies in detecting people in sensitive areas, day or night. The devices aid in situations that require enhanced vision capabilities and an image enhancer to detect people or items.
2. The equipment is very useful in canine, article searches, and other searches that may require thermal imaging.



 **COPY**

9

DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

September 20, 2012

Development Agency Board
Clackamas County

Members of the Board:

**Acceptance of Easement and Authorization of Funding
For the Glacier Haus Façade Improvement Project in
Government Camp**

The Façade Improvement Program provides funding to property owners to improve their building facades. The program provides up to \$80,000 to properties within the commercial core area for qualified improvements. To date, 16 properties have participated in the program, significantly improving the appearance of the community.

The Glacier Haus is a commercial building in the core area of Government Camp that has renovated a former grocery store into a restaurant. Prior to beginning improvements, the owners requested funding through the Façade Program and were awarded up to \$50,000 for qualifying work, which includes a new entry, board and batten siding, paint, windows, and stonework. The total cost for the work is \$152,000.

The program architect and Government Camp Revitalization Committee have approved the improvements and recommends funding \$50,000 at this time.

The façade easement provides the Agency security that improvements made with urban renewal funds will remain intact. The easement remains in effect for thirty years.

Recommendation

- Approve and accept the attached façade easement.
- Record the easement in the Deed of Records of Clackamas County at no cost to the Clackamas County Development Agency.
- Authorize the Board Chair to execute all documents necessary to conclude this transaction.
- Authorize staff to issue a reimbursement of funds.

Respectfully submitted,



David Queener
Senior Project Planner

For more information on this issue please contact David Queener at (503) 742-4322

Return to:
Clackamas County Development Agency
150 Beavercreek Road
Oregon City, OR 97045

FAÇADE EASEMENT

Glacier Haus, LLC (“Grantor”) hereby grants to Clackamas County, Oregon (“Grantee”), a Façade Easement on the terms and conditions described below:

1. **The Property.** Grantor is the owner in fee simple of the improved real estate described on attached Exhibit A.
2. **Grant of Easement.** Grantor agrees to encumber the façade elements of the building which is described in the attached Exhibit B (the “Façade Elements”). Improvements to the Façade Elements have been made or will be made with the assistance of a financial grant from the Grantee.
3. **Standards.** Grantor agrees that all work performed to construct, maintain, and repair the Façade Elements of the building must conform with standards of good workmanship consistent with practices in the community and all applicable federal, state and county building codes.
4. **Restrictions on Alteration.** Except with the prior consent of Grantee or as otherwise expressly provided herein, Grantor must not in any way alter, remodel, replace or damage any of the Façade Elements of the building, nor may Grantor perform any acts which would adversely affect the appearance of the building. The restrictions described above include, but shall not be limited to:
 - (a) Any painting of the Façade Elements of the building; however, Grantee shall be deemed to have consented to any repainting of the Façade Elements using the quality and color of paint presently existing if prior notice was given to Grantee, and Grantee shall not unreasonably refuse to consent to any proposed painting which is in keeping with the character of the building.
 - (b) Any sandblasting or other destructive or damaging cleaning of any of the Façade Elements.
 - (c) The installation of any signs; however, Grantee shall not unreasonably refuse to consent to the installation of signs in keeping with the character of the building and the community and identifying any commercial uses of the building.

(d) Any repairs, renovation, rehabilitation, reconstruction, alterations, expansion or demolition which would adversely affect the appearance or the integrity of the Façade Elements.

(e) Regardless of the provisions of this paragraph 3, Grantor shall be authorized to reconstruct, repair or refinish the Façade Elements of the building without the prior written consent of the Grantee in the event of damage due to casualty loss, deterioration, or wear and tear, so long as such reconstruction, repair or refinishing by Grantor uses in-kind materials and workmanship and restores the Façade Elements to the character and condition provided for in this Easement. However, Grantor may make no alterations or changes to the appearance of the Façade Elements without obtaining the prior written consent of Grantee.

5. Maintenance. Grantor agrees to maintain the building and its Façade Elements in good condition and in no event permit it to deteriorate beyond its present condition.

6. Consent Procedure. The written consent of Grantee, as required in paragraph 3 above, may be requested by Grantor by submitting a reasonably detailed written proposal to the then current Director of the Department of Transportation and Development of Grantee. If the proposal is not accepted or rejected within thirty (30) days of its submission, Grantor may proceed with the proposed alteration.

(a) If Grantor reasonably believes that an emergency exists and the written proposal specifically states that an emergency exists, period for reply shall be forty-eight (48) hours. If the emergency threatens to damage any portion of the building any action necessary to prevent such damage may be taken without first obtaining written consent if notice is immediately given to Grantee that the work is being performed.

(b) The final product of all work performed pursuant to an emergency must be consistent with the provisions of Section 3.

7. Destruction. If the property is destroyed by fire or other casualty to the extent of seventy percent (70%) of the value of the building, and reconstruction of the building using a majority of its salvaged Façade Elements is not practicable, then the rights granted to Grantee by this Easement shall extinguish, and this Easement shall be of no further affect. If the building is not so damaged, or if the damage was caused by the willful or negligent acts of the Grantor, the Grantor must proceed to restore and rehabilitate the building to a condition which is as close as reasonably possible to its condition prior to the casualty after obtaining Grantee's approval of the restoration and rehabilitation plans for the façade.

8. Term and Successor Interests. The term of this Easement shall be for a period of thirty (30) years from the date hereof. This Easement shall be binding upon Grantor and any successors to Grantor's interest in the property, but Grantor shall have no personal liability arising out of any acts or events occurring after any transfer or conveyance of Grantor's interest in the building and the land on which it stands, provided that the Grantor is not in default of the terms of this Easement at the time of the transfer. Grantor may convey its interest in the building if notice is given to Grantee prior to, or at the same time as, the conveyance.

9. Enforcement. In the event that Grantor violates or threatens to violate any of the terms of this Easement, Grantee shall have the following rights which shall be cumulative:

(a) To obtain a temporary or permanent injunction restraining Grantor from committing a violation, ordering Grantor to comply with the terms of this Easement or requiring the Grantor to restore the building to the condition required by this Easement;

(b) To receive damages from Grantor to reimburse Grantee for the grant of funds made by Grantee for improvements to the Façade Elements; and

(c) Any other rights afforded by law.

10. Taxes and Expenses. Grantor agrees to pay all taxes of any kind imposed upon the property including Grantee's interest in the Easement.

11. Notice. Any notice required or permitted to be given under the terms of this Easement, including that provided in Section 6 hereof, must be either hand delivered or sent by certified mailed to Grantor or Grantee at their respective addresses as follows:

GRANTEE:

Clackamas County
Attn: Director, Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045

GRANTOR:

Glacier Haus, LLC
Attn: Jerry Kropacek
4704 SE Powell Valley Road
Gresham, OR 97080

or at such other address designated in writing by Grantor or Grantee from time to time. Except as expressly provided herein to the contrary, any such notice shall be deemed effective when actually received by the addressee or two (2) business days from the date of mailing, whichever first occurs.

12. Liability. Grantor shall be in exclusive control of the property that is the subject

of this Easement, and Grantee shall not in any event whatsoever be liable for any injury or damage to any property or to any person on, in, or about the property. Grantor agrees to indemnify and hold Grantee harmless for any liability, damages, or claims that may arise out of Grantor's ownership, operation, or use of the building and the Façade Elements, including defects in construction of the Façade Elements, latent or otherwise. No inspection of, or inspection report on, the building by Grantee shall be construed as a determination by the Grantee that the building is in safe condition, habitable, or fit for any particular purpose.

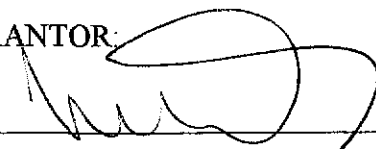
13. Nonwaiver of Government Rights. By making this Easement, Grantee is not obligating itself or any other agency with respect to any discretionary action relating to the property, including governmental agency approvals, which are or may be required.

14. Access. Grantor agrees that for the term of this Easement Grantee shall have the right, during regular business hours, and upon reasonable prior notice, to access the property for the purpose of monitoring the course of construction and the subsequent use, maintenance, and repair of the Façade Elements.

15. Attorney's Fees. In case suit or action is instituted to enforce any of the rights or provisions expressed in this Easement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sum as the court may adjudge reasonable for the attorney's fees at trial and/or appeal of said suit or action.

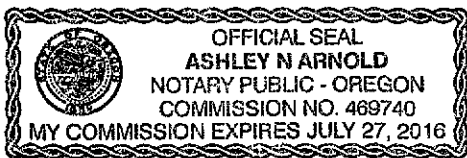
16. Recording. The parties agree that this Easement may be recorded in the records of Clackamas County.

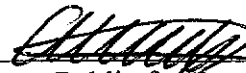
DATED this 31 day of August, 2012

GRANTOR: 
By: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me on August 31, 2012 by Bohuslav Kropac as the Member of Glacier House LLC




Notary Public for Oregon
My Commission Expires: July 27, 2016



Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

September 20, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF AMENDMENT NO. 3
TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR THE
CAPACITY MANAGEMENT PROGRAM**

On June 26, 2008, the Clackamas County Board of Commissioners approved the agreement between URS Corporation, a Nevada corporation (the "Consultant") and Clackamas County Service District No. 1 (the "District") to provide construction management and inspection services for the Capacity Management Program which included: Tri-City Phase 1 Expansion, Intertie 2 force main and pump station, Kellogg Maintenance Project, 82nd Drive pedestrian Bridge and Intermediate Clackamas Interceptor Diversion 1A and 1B.

The original scope was based on a projected three year project schedule. Due to permitting issues and project complexities, these projects will be completed over a span of approximately 4-1/2 years. Two additional amendments we previously approved which extended the duration of time and associated budget anticipated in the original contract. This amendment will provide budget and time extension for construction management support needed for the final few months of this very successful project.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No. 1, a county service district ("District"), and as the Local Contract Review Board:

- A. Authorize the District to amend the consulting services agreement with URS Corporation for construction management services, increasing the not to exceed budget amount by \$40,000 to \$2,790,000, and
- B. Authorize the Director of Water Environment Services to execute this amendment without further Board action.

Sincerely,

Michael S. Kuenzi, P.E.
Director

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

AMENDMENT #3

AGREEMENT TO FURNISH CONSULTING SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR
CAPACITY MANAGEMENT PROGRAM
CONSTRUCTION MANAGEMENT SERVICES

THE AGREEMENT, made and entered into on June 26, 2008, by and between Clackamas County Service District No. 1, hereinafter referred to as "OWNER" or "DISTRICT" and URS Corporation, a Nevada corporation, hereinafter referred to as "CONSULTANT", for performing professional services for the project known as Phase I of the Capacity Management Program, hereinafter referred to as the "Project", is hereby amended on _____, 2012 as follows:

ARTICLE 5 – PAYMENT TO ENGINEER

5.1.1 Replace the last sentence, to reflect this \$40,000 increase with:

Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed **two million, seven hundred ninety thousand and 00/100 dollars (\$2,790,000.00)** without prior written approval of the DISTRICT.

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

URS CORPORATION

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

Authorized Signature

Michael Kuenzi, Director

Title

Date

Date



Beyond clean water.

//

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

September 20, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF A SECTION 00500 AGREEMENT BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT,
AND WESTECH INDUSTRIAL, INC. (dba VAREC BIOGAS) FOR
WASTE GAS INCINERATOR REPLACEMENT PROJECT
PROCUREMENT PACKAGE FOR THE WASTE GAS FLARES**

The existing waste gas incinerators at the Kellogg and Tri-City Water Pollution Control Plants have been in place since they were constructed in 1972 and 1985, respectively. Both have reached the end of their useful life and need to be immediately replaced. Fabrication and delivery will require 6-months, so the District is purchasing these gas flares to begin their fabrication and will coordinate a separate installation construction contract for when they are delivered. These replacements will provide the needed reliability of the waste gas incinerators and support regulatory permit requirements.

The District publicly advertised and then publicly opened and read bids received on September 5, 2012, with Westech Industrial, Inc. (dba Varec Biogas) being the lowest responsive bidder. The Westech Industrial, Inc. (dba Varec Biogas) bid for supplying both waste gas incinerators was \$461,703. The engineer's estimate was \$450-500,000.

District staff has reviewed bids and recommends proceeding with this procurement package for the waste gas flares, awarding the contract to Westech Industrial Inc. (dba Varec Biogas).

The District budgeted funds in the 2012/2013 fiscal year for this procurement.

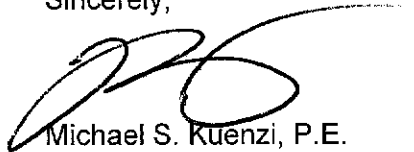
RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Clackamas County Service District No. 1 and Tri-City Service District, both county service districts ("District"), and as the Local Contract Review Board, make a finding that:

- A. The District award the procurement contract to Westech Industrial Inc. (dba Varec Biogas) for the Procurement Package for the Waste Gas Flares for the total of their bid \$461,703, and

- B. The Director of Water Environment Services be authorized to execute the contract for this procurement package between the District and Westech Industrial Inc. (dba Varec Biogas) without further Board action.

Sincerely,

A handwritten signature in black ink, appearing to read 'MK', with a long horizontal flourish extending to the right.

Michael S. Kuenzi, P.E.
Director

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

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between Clackamas County Service District No. 1 and Tri-City Service District, (hereinafter called OWNER), and _____, (hereinafter called VENDOR).

OWNER and VENDOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

VENDOR shall complete all Work as specified or indicated in the Contract Documents. The Work is described in the Contract Documents entitled:

“Kellogg Creek and Tri-City Water Pollution Control Plants – Incinerator Replacement Project Procurement Package for the Waste Gas Flares.”

Article 2. ENGINEER

The term ENGINEER is defined to be the designated employee of Clackamas County, who is a licensed and registered engineer in the State of Oregon, acting directly or through duly authorized representatives in the administrative management of the Contract and Engineering Consultant services.

Article 3. CONTRACT TIMES

3.1. Contract Times:

The term "day" shall be defined as one calendar day. The VENDOR shall perform services, furnish all equipment complete and ready for installation by others, and provide on-site inspections and equipment checkout services within the Contract Times and Milestones stated below. Time is of the essence of this Contract.

3.1.1 Milestone No. 1: Initial Submittals: Provide equipment shop drawings, complete and ready for Engineering review and approval, for each equipment item in the Contract. Submittals shall be in accordance with Section 01330 —Submittal Procedures and the technical specifications. Shop drawings shall be submitted and received within **35** calendar days after Notice to Proceed

3.1.2 Milestone No. 2: Initial Submittal Review Meeting: Conduct a meeting at the Tri-City Water Pollution Control Plant (or at another mutually agreeable location) to review the shop drawing submittals with the Engineer and to address any questions arising from the review. The meeting shall occur within **35** calendar days after Notice to Proceed.

3.1.3 Milestone No. 3: Final Submittals: Provide final equipment shop drawing submittals complete and ready for use by OWNER's installation contractor within **49** calendar days

after Notice to Proceed. This submittal shall include final installation instructions, operation and maintenance manuals, and necessary installation details.

- 3.1.4 Milestone No. 4: Fabrication and Delivery: Fabricate and deliver all equipment to the Tri-City and Kellogg Creek Water Pollution Control Plants, complete and ready for installation by others, within **180** calendar days after the Notice to Proceed. The Bid shall include any and all expediting efforts and costs necessary to meet this Contract Time requirement. Delivery shall be made via an express carrier. Delivery shall be FOB Jobsite. Equipment shall be offloaded at the site by others under the on-site supervision of the **VENDOR**. **VENDOR** shall advise of the date and time of delivery at least seven (7) work days prior to the date of delivery. Delivery of all specified equipment to the site is prerequisite to approval of payment. Deliver complete and undamaged equipment to location approved by **OWNER**
- 3.1.5 Milestone No. 5: Pre-Startup Site Services: Provide on-site services for inspection of equipment installations and certify installations complete and ready for startup, within 210 calendar days after the Notice to Proceed. An authorized representative of the equipment manufacturers shall perform these services. These services shall be performed approximately one-week prior to startup. Up to three (3) site visits shall be anticipated for pre-startup services. **ENGINEER** will provide a form for equipment installation certification, unless **ENGINEER** otherwise agrees to utilize **VENDOR** provided certification forms.
- 3.1.6 Milestone No. 6: Startup Site Services: Provide on-site services during startup to attend to any calibration, adjustments, and/or troubleshooting during startup, and provide operation and maintenance training for **OWNER**'s personnel within 230 calendar days after the Notice to Proceed. Up to three (3) site visits shall be anticipated for startup services. Equipment warranties shall commence upon **VENDOR**'s successful completion of Milestone No. 6, a single date agreed to between the **VENDOR** and **ENGINEER**.
- 3.1.7 Final Completion of Work: All Work shall be made finally complete and ready for final payment within 20 days after completion of Milestone 6. All final record drawings, operation, and maintenance manuals shall be complete, and shall reflect any field changes made during performance of Milestones No. 5 and No. 6.

3.2. Liquidated Damages

OWNER and **VENDOR** agree that time is of the essence with this Agreement and that **OWNER** will suffer damages or financial loss if the **VENDOR** fails to perform the Contract Work within the times specified in paragraph 3.1. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay **OWNER** two hundred and fifty dollars (\$250.00) for each calendar day that expires after the Notice to Proceed as specified in Paragraph 3.1 above. Liquidated damages shall be applied for a failure to meet the requirements of each milestone as defined in Paragraph 3.1.

Article 4. CONTRACT PRICE

OWNER will pay VENDOR for satisfactory and timely completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.1 below :

4.1. For all Work, a lump sum amount of:

(words)

(figures)

Article 5. PAYMENT PROCEDURES

VENDOR shall submit Applications for Payment in accordance with payment schedule defined Article 6 of Section 00700 — General Conditions. Applications for payment are subject to review by the ENGINEER for confirmation of services completed by the VENDOR.

Article 6. INTEREST

All moneys not paid when due the VENDOR as provided in Article 6 of the General Conditions will bear interest at the rate allowed by law at the place of the project.

Article 7. VENDOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, VENDOR makes the following representations:

- 7.1. VENDOR has thoroughly examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8).
- 7.2. VENDOR has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3. VENDOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. VENDOR is aware of the general nature of Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.5. VENDOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies in the Contract Documents and the written resolution thereof by ENGINEER through issued addendum or addenda is acceptable to VENDOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by ENGINEER, because of insufficient time or otherwise, VENDOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

Article 8. CONTRACT DOCUMENTS

The Contract Documents are as defined in Section 00700 — General Conditions.

Article 9. MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2. OWNER and VENDOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.3. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 10. GOVERNING LAW

- 10.1 It is expressly understood that this Agreement in all respects shall be governed by the laws of the State of Oregon and the ordinances of the Clackamas County Service District No. 1, Tri-City Service District and Clackamas County.

Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

- 11.1 By entering into this Agreement, the VENDOR irrevocably assigns to OWNER any claim or cause of action which the VENDOR now has or which may accrue in the future, including at OWNER's option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the VENDOR by any person which are used, in whole or in part, for the purpose of carrying out the VENDOR's obligations under this Agreement.
- 11.2 VENDOR shall require any subcontractor to irrevocably assign to the OWNER, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the OWNER's option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the VENDOR in pursuance of the completion of this Agreement.

- 11.3 In connection with this assignment, it is an express obligation of the VENDOR that it shall take no action which in any way diminishes the value of the rights conveyed or assigned hereunder to the OWNER. It is an express obligation of the VENDOR to advise the OWNER's legal counsel:
- A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
 - B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
 - C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the OWNER.
- 11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the VENDOR, it shall promptly pay over to the OWNER its proportionate share thereof, if any, assigned to the OWNER hereunder.

Article 12. RECORDS RETENTION

- 12.1 VENDOR shall maintain all standard records and accounts as required by the Contract Documents throughout the life of the Agreement and for a period of three years after the termination of the Agreement.