



# AGENDA

**Thursday, August 23, 2012 - 10:00 AM**

## **Board of County Commissioners Business Meeting**

Beginning Board Order No. 2012-80

### **I. CALL TO ORDER**

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

*Place Holder – if needed*

### **II. DISCUSSION ITEM** *(The following item will occur only if it is not completed at the August 22, 2012 evening meeting.)*

1. **Continued if needed** - Special Meeting to Discuss Portland to Milwaukie Light Rail - Consideration of Settlement Terms with TriMet - Resolution No. \_\_\_\_ Authorizing the Potential Issuance of Bonds to Meet the County's Obligation to Fund Portland to Milwaukie Light Rail (Dan Chandler, County Administration, and Scot Sideras, County Counsel)

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

1. Presentation of "This is Clackamas County" – Clackamas County Accomplishments (Gary Schmidt, Public and Government Affairs)

**IV. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will proceed for ½ hour. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. 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.)*

### **V. PREVIOUSLY APPROVED LAND USE ISSUE** *(No public testimony on this item)*

1. Board Order No. \_\_\_\_ Approval of a Comprehensive Plan Amendment and Zone Change for Shawn and Tamra Wilks (Rhett Tatum, County Counsel) *Previously approved at the July 25, 2012 Land Use Hearing.*

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

1. Second Reading of Ordinance No. 09-2012 Amending the Ordinance Adopted on May 10, 2012 (No. 04-2012) Establishing and Adjusting Fees for the North Clackamas Parks and Recreation District (Dave Miletich, NCPRD, Chris Storey, County Counsel)

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

**WATER ENVIRONMENT SERVICES**

- 5 1. Approval of an Emergency Construction Contract for Kellogg Creek Pollution Control Plants Digester Mix and Heating Systems Replacement (Mike Kuenzi)

**VIII. 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**

- 6 1. Board Order No. \_\_\_\_\_ Approval of the Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 - BH
- 7 2. Approval of Two Agreements between Clackamas County and Clackamas Community Land Trust to use Neighborhood Stabilization Program Funds and HOME Program Funds to Purchase and Rehabilitate a Foreclosed Home - CD
- 8 3. Approval of an Interagency Agreement between Clackamas County Community Development Division and Social Services Division for a Housing Rights and Resources Program in Clackamas County – CD
- 9 4. Approval of a Participation Agreement with Tri-County Medicaid Collaborative - BH

**B. Elected Officials**

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

**C. Juvenile Department**

- 11 1. Approval of Amendment No. 8 to the Contract with Parrot Creek Child and Family Services to Provide Shelter Services to Children Residing in Clackamas County Under the Jurisdiction of Clackamas Juvenile Court

**D. Public and Government Affairs**

- 12 1. Board Order No. \_\_\_\_\_ Approving the Application by Wavedivision Holdings, LLC for Consent to a Change of Control of its Parent, Wavedivision Holding, LLC - CABLE

**IX. WATER ENVIRONMENT SERVICES**

- 13 1. Approval of an Agreement to Furnish Consultant Services to Clackamas County Service District No. 1 and Tri-City Service District for the Blue Heron Remedial Investigation/Feasibility Study

- 14
2. Approval of a Partnership Agreement between Clackamas County Service District No. 1 and Johnson Creek Watershed Council for Buffer Enhancement and Restoration Activities
- 15
3. Approval of a Partnership Agreement between Clackamas County Service District No.1 and North Clackamas Urban Watersheds Council for Buffer Enhancement and Restoration Activities

**CITIZEN COMMUNICATION** – Continued if needed

**X. COUNTY ADMINISTRATOR UPDATE**

**XI. 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/>



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GARY SCHMIDT  
DIRECTOR

**PUBLIC AND GOVERNMENT AFFAIRS**

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

August 23, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Presentation of "This is Clackamas County" – Clackamas County Accomplishments**

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

The purpose is to inform the public about the many ongoing services, initiatives and programs that benefit our citizens, stakeholders and the public. To date through July, 52 milestone accomplishments have been compiled representing a wide range of County departments, agencies and key initiatives.

Today, Public and Government Affairs will provide a brief presentation highlighting these many County accomplishments.

Sincerely,

Gary Schmidt  
Director, Public and Government Affairs

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

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

**3**

In the Matter of a Comprehensive  
Plan Amendment and Zone Change  
For Shawn & Tamra Wilks, on property  
Described as T2S, R3E, Section 35,  
Tax Lot 1701



ORDER NO. \_\_\_\_\_

File No.: Z0190-12-CP / Z0191-12-Z

This matter coming regularly before the Board of County Commissioners, and it appearing that Shawn and Tamra Wilks made application for a Comprehensive Plan amendment and zone change on property described as T2S, R3E, Section 35, Tax Lot 1701, located directly south and across the road from S. Rory Court which fronts S. Eaden Road which fronts the subject property to the north, and depicted in Exhibit A.

If further appearing that planning staff, by its report dated June 18, 2012, recommended approval of the application; and

It further appearing that the Planning Commission, at its June 25, 2012 meeting, recommended approval of the application; and

It further appearing that after appropriate notice, a public hearing was held before the Board of County Commissioners on July 25, 2012, at which testimony and evidence were presented, and that the Board made a preliminary decision to approve the application;

Based upon evidence and testimony presented, this Board makes the following findings and conclusions:

1. The applicant requests approval of a Comprehensive Plan map amendment from Agriculture to Forest with a corresponding zone change from EFU to TBR.
2. The Board finds that the application meets the requirements of the Statewide Planning Goals, the Clackamas County Comprehensive Plan Policies, the applicable state laws and regulations, and the Clackamas County Zoning and Development Ordinance, and adopts as its findings the Staff Report dated June 18, 2012, included as Exhibit B.

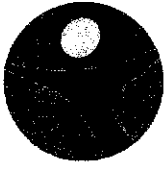
NOW, THEREFORE, IT IS HEREBY ORDERED that the requested Comprehensive Plan Amendment and Zone Change are granted.

DATED this 23rd day of August, 2012


BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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



**NORTH CLACKAMAS**  
PARKS & RECREATION DISTRICT

 **COPY**  
**4**

August 23, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

A Second Reading of an Ordinance Amending the Ordinance adopted on May 10, 2012  
(No. 04-2012) Establishing and  
Adjusting Fees for the North Clackamas Parks and Recreation District

The Board of County Commissioners, acting as the governing body of North Clackamas Parks and Recreation District (NCPRD), adopted an ordinance on May 10, 2012 that delegated authority to the District Administrator or District Director to establish and adjust fees to more efficiently and effectively align revenues with cost recovery guidelines established in operating policy and to respond to market conditions.

During adoption, the Board expressed a desire for regular citizen oversight of such delegated authority and directed staff to consult with the District Advisory Board (DAB) on the best way to accomplish this. The DAB discussed the options for more oversight of the ordinance and unanimously approved a motion to have planned or recently-implemented fee changes reported to them with the quarterly financial reports.

The proposed ordinance sets forth a revision describing the reporting requirements but otherwise leaves the adopted ordinance in place. This ordinance has been reviewed and approved by County Counsel. On August 9, 2012 the Board of County Commissioners acting as the governing body of North Clackamas Parks and Recreation District, held the first reading of the amended ordinance.

**RECOMMENDATION**

Staff respectfully recommends the Board of County Commissioner sitting as the North Clackamas Parks and Recreation District Board read the proposed Ordinance by title only.

Sincerely,

Laura Zentner, Deputy Director  
Business and Community Services

For information on this issue or copies of attachments, please contact Dave Miletich 503-742-4361



**ORDINANCE No. 09-2012**

An Ordinance Amending the Ordinance adopted on May 10, 2012  
(No. 04-2012) Establishing and  
Adjusting Fees for the North Clackamas Parks and Recreation District

WHEREAS, the North Clackamas Parks and Recreation District ("District") provides recreational opportunities for its residents supported by property taxes and usage fees; and

WHEREAS, the Board of County Commissioners ("Board"), acting as the governing body of the District, believes that recreational fees are unique in that they are voluntary, unlike a utility rate or permit fee, and desires to allow flexibility to determine those fees in accordance with seasonal program offerings; and

WHEREAS, each year, the District may establish a dozen or more new programs, in addition to the hundreds of existing programs, which begin at different times throughout the year and each need their own fee established; and

WHEREAS, regular fee reviews and adjustments will allow the District to align with cost recovery guidelines as established in operating policy and respond to market conditions;

NOW, THEREFORE, the Board hereby adopts this ordinance of the District:

**Section . Fees for athletic and recreational facilities and activities.**

- a) The District Administrator, District Director or their written delegates shall have authority to establish fees for the use of District athletic and recreational facilities and for participation in District parks and recreational activities and programs, provided that such fees shall be based on the policies set forth below. It is the intention of the Board to allow the delegates to have maximum flexibility in interpreting and applying these policies to reach, in their reasoned judgment, the appropriate mix and level of fees and user charges in the provision of recreational services and the accomplishment of the District's mission.

The District Advisory Board (DAB) will review proposed or recently implemented fee changes four times per year at their regularly scheduled meetings, in conjunction with quarterly financial reports.

- b) The policies for setting fees authorized by this ordinance are as follows:
  - i. Customer Service. Fees and charges shall assist and support the overall administration and coordination of recreational services and for the provision of parks, open space, landscapes, park improvements, recreation facilities, and their adequate maintenance.
  - ii. Cost Recovery. The District may set user fees and charges at an amount designed to recover a full range of costs, depending on the type of program being offered. Some

programs serving district residents will be free, such as the RecMobile, which provides services at parks throughout the District in the summer months. Most programs will recover direct costs, including, but not limited to, program labor, supplies, and materials. The next level of cost recovery is designed to recover direct costs, and all, or a portion of indirect costs, including, but not limited to, management staff, facility expenses and utilities. Youth programs and programs for older adults will generally have a lower cost recovery expectation than adult programs. Residents of the District may receive a discounted rate on fees for all programs.

- iii. Hardship Factor. The District may make compensatory efforts to support patrons challenged by unusual or hardship circumstances including special service needs, disabilities, or financial hardship.
- iv. Market Responsiveness. The District fees for voluntary activities are part of a larger regional offering for recreational activities, and market demand and supply for services, programs or facilities may be included in the setting of fees.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2012

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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





August 23, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

**APPROVAL OF AN EMERGENCY CONSTRUCTION CONTRACT FOR  
KELLOGG CREEK POLLUTION CONTROL PLANTS (WPCP)  
DIGESTER MIX AND HEATING SYSTEMS REPLACEMENT**

Operating staff had identified periodic problems with the Kellogg Creek's digesters system as far back as early 1990's. The problems appeared to stem from poor functioning of the mixing and heat transfer system that was originally constructed more than 40 years ago. These challenges, while inconvenient, were deemed manageable until funds could be set aside for rebuilding the solids handling system. Reinvestment was further delayed until the District made a decision regarding the ultimate disposition of the Kellogg plant. After FY 2008, funds for the replacement of the equipment, instrumentation and system controls were earmarked and scheduled for 2012-13 replacement under the Asset Management Program. In November 2011 however, staff lost control of their digesters and had to pursue emergency hauling and disposal to handle three months of biosolids production that did not meet the criteria for land application under CCSD#1 permit. The unanticipated cost of dealing with this problem was more than \$350,000 and, was ultimately funded through a budget transfer from contingency in May 2012. The digester systems have been stabilized for the time being but the District faces significant financial and environmental risk until these systems can be rebuilt.

The failure prompted the WES Director to proceed in the most expedient manner possible to complete the rebuild prior to the 2012-13 winter season, when heat transfer and mixing are critical to our operations. Without adequate mixing the District is at risk of not meeting its volatile solids reduction, limiting its ability to utilize the solids through the land application process.

Our normal project delivery process is completed through the design/bid/build process that could take up to a year to two years to complete. The critical nature of the program and the potential fiscal impact of another wintertime digester problem prompted the Director of WES to seek alternative delivery for completing the work prior to November 2012. A consultant team was selected through our normal RFP process and began process work in March 2012 to determine what needed to be replaced and consider any proposed process modifications. Discussion between staff and the engineers determined that under our normal design/bid process we could anticipate an additional \$250,000 to prepare design and bid documents and expect the construction timeline to slip by one year to late summer 2013.

For these reasons the District requests authorization to enter into an emergency construction services agreement with Slayden Construction in accordance with Division C-047-0280 (Emergency Procurement) of the Contract Review Board Rules. In 2004 Slayden Construction

Board of County Commissioners  
August 23, 2012  
Page Two

successfully replaced the mix system at the Tri-City WPCP without incident and has the most recent experience with the District working within our digesters. The digesters at the Kellogg Plant are exact replicas of the Tri-City's original system.

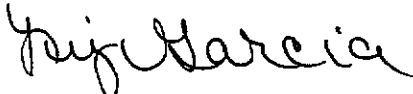
The District proposes a two phase approach to the agreement. The first phase is for an amount not to exceed \$25,000 for pre-construction coordination services with the design engineers to better understand the scope of work for the Kellogg WPCP work and be able to give the District an accurate "not to exceed price" for doing the work. Once we have the actual bid amount the District requests the Board authorize the Director of Water Environment Services the authority to negotiate and enter into phase two of the agreement with Slayden Construction to perform the work at the Kellogg WPCP without further Board action. The anticipated construction cost is \$960,000.

RECOMMENDATION:

Staff respectfully recommends that:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, a county service district's("District"), and as the Local Contract Review Board, make a finding that the digester mix system failure at the Kellogg WPCP qualifies as an emergency in accordance with C-047-0280 of the Contract Review Board Rules and competitive procurement is not practical under the circumstances; and
2. The Board approve phase 1 of the agreement between Slayden Construction and Clackamas County Service District No.1 for construction of the Digester Mix System; and
3. Authorize the Director of Water Environment Services the authority to negotiate and enter into phase two of the agreement with Slayden Construction for the Kellogg WPCP in a not-to-exceed the approved budget amount of \$1,000,000.

Sincerely,



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 2012 by and between Clackamas County Service District No. 1 (hereinafter called OWNER) and SLAYDEN CONSTRUCTION GROUP, INC. (hereinafter called CONTRACTOR).

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

Article 1. WORK

- 1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Kellogg Creek Water Pollution Control Plant – Digester Heat Mix/Maintenance Project

Article 2. THE PROJECT

The Project for which the Work is described in the Contract Documents.

Article 3. ENGINEER

- 3.1 The term ENGINEER is defined in the Supplementary Conditions.
- 3.2 ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

- 4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.
- 4.2 For the Work at the Kellogg Creek Water Pollution Control Plant, the CONTRACTOR shall commence work within 10 calendar days after receipt of written Notice-to-Proceed. CONTRACTOR shall substantially complete the Work within 150 calendar days of Notice-to-Proceed, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 180 calendar days after Notice-to-Proceed. Interim Milestones (if any) are identified in Section 01313. The written notice to proceed will be forwarded to the CONTRACTOR after the CONTRACTOR submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the OWNER and these documents have been approved as to form by the OWNER's attorney, signed by the OWNER.

4.3 For Work at the Kellogg Creek Water Pollution Control Plant, CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding 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 five hundred dollars (\$500) for each calendar day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the days specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER one hundred dollars (\$100) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment, plus any fees or penalties imposed by regulators for other violations.

#### Article 5. CONTRACT PRICE

5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with Contract Documents an amount in funds equal to the sum of the amounts determined pursuant to Article 5.2 below.

5.2 For all Work, as broken down into the following:

A. Lump Sum Amount "A" for Work at the Kellogg Creek Water Pollution Control Plant as identified in the Proposal Form.

Lump Sum Price: \$ \_\_\_\_\_  
(in figures)

B. Owner Contingency Allowance (OCA): An allowance designated by the Owner in the amount identified below is to be included in Contract Price. The OCA may only be used if and when authorized by the Owner. The OCA may be used in part, in full or not at all. Use of the OCA shall only be only through the Change Order process if and when authorized by the Owner. Any or all of the OCA that remains unused shall be deducted from the Contract Amount at the time of final Payment.

Owner Contingency Allowance: \$25,000.00

C. The Total Contract Price is the sum of Lump Sum Amount "A", and the Owner Contingency Allowance identified in Articles 5.2.A, B, C as totaled below:

Total Contract Price: \$ \_\_\_\_\_  
(in figures)

## Article 6. PREVAILING WAGE RATES

- 6.1 CONTRACTOR agrees that the provisions required by ORS 279C.830 pertaining to CONTRACTOR'S payment of prevailing wage rates shall be included as part of this Agreement. Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage in effect for this contract.

## Article 7. PAYMENT PROCEDURES

### 7.1 Progress Payments and Retainage

- A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.
- B. If the Contract is for a public work and the Contract price is \$10,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the OWNER and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.
- C. Make progress estimate of work performed in any calendar month and submit to the ENGINEER for approval by the 5<sup>th</sup> day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.
- D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the ENGINEER approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the ENGINEER provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.
- E. If the Contract price is determined wholly on a unit basis, ENGINEER may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the ENGINEER, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

- F. If the OWNER receives written notice of any unsettled claims for damages or other costs due to CONTRACTOR'S operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of ENGINEER.
- G. Progress payments will be made by OWNER on a monthly basis within thirty (30) days after receipt of the CONTRACTOR'S estimate of work performed, or 15 days after the payment is approved by the ENGINEER, whichever is the earlier date. Negotiable warrants will be issued by OWNER for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by OWNER until it is included in and paid to CONTRACTOR as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if CONTRACTOR elects, retainage as accumulated will be deposited by OWNER in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the OWNER may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the CONTRACTOR, which application shall include written approval of the CONTRACTOR'S Surety.
- H. The ENGINEER may decline to approve an application for payment and may withhold such approval if, in the ENGINEER'S opinion, the work has not progressed to the point indicated by the CONTRACTOR'S submittal in paragraph C above. The ENGINEER may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the OWNER from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the CONTRACTOR to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the CONTRACTOR, (7) claims against the CONTRACTOR by the OWNER, (8) failure of CONTRACTOR to submit updated project schedules as specified.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the CONTRACTOR to interest on such withheld payments or partial payments.

- I. If CONTRACTOR fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by OWNER.

- J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.
- K. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the ENGINEER.
- L. CONTRACTORS are required to provide the OWNER with a list of CONTRACTOR'S personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the OWNER's office. No payment will be released to an unauthorized person.

## 7.2 Final Estimate and Final Payment

- A. Pursuant to ORS Chapter 279C, notify the ENGINEER in writing when work is considered complete and ENGINEER shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify CONTRACTOR of work yet to be performed on the Contract. If accepted, ENGINEER shall so notify CONTRACTOR, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.
- B. If the CONTRACTOR believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the ENGINEER to be incorrect, CONTRACTOR shall submit to the ENGINEER within fifteen (15) days of mailing of the ENGINEER'S final estimate and Certificate of Completion to the CONTRACTOR'S last known address as shown in the records of the OWNER, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the OWNER shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Section 00700, Subsection 10.05, Claims and Disputes.
- C. Upon receipt of the executed Certificate of Completion from the CONTRACTOR, and approval by the ENGINEER, the ENGINEER will process the final payment.
- D. Provided CONTRACTOR submits a claim in the manner and time as required in B. above, the ENGINEER, as soon as practicable, will consider and investigate the claim or claims of the CONTRACTOR for compensation earned under the Contract and not included in the ENGINEER'S final estimate and Certificate of Completion. The ENGINEER will then promptly advise the CONTRACTOR of acceptance or rejection of the claim in full or part. If the ENGINEER allows the CONTRACTOR'S claims in full or in part, ENGINEER will prepare a revised final estimate and Certificate of Comple-

tion, including all such items allowed and will submit the same to the CONTRACTOR.

- E. The CONTRACTOR shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.
- F. If the ENGINEER rejects the claim or claims, he will issue written notice of rejection mailed to the CONTRACTOR'S last known address as shown in the records of the OWNER.
- G. The CONTRACTOR shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the ENGINEER'S final estimate and Certificate of Completion to the CONTRACTOR'S last known address as shown in the records of the OWNER. The ENGINEER'S issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the CONTRACTOR, and the CONTRACTOR expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.
- H. Upon return of the fully executed Certificate of Completion from the CONTRACTOR, the ENGINEER will submit the Certificate of Completion and final estimate to the OWNER for approval. Upon approval and acceptance by the OWNER, CONTRACTOR will be paid a total payment equal to the amount due under the Contract including retainage.
- I. Monies earned by the CONTRACTOR are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefore, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the CONTRACTOR'S claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.
- J. Non-resident CONTRACTOR will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.
- K. Execute and deliver to OWNER, in form approved by the Attorney, a receipt for all amounts paid or payable to CONTRACTOR under the Contract, and a release and waiver of all claims against OWNER arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully



and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting OWNER, its officers, agents and employees as well as CONTRACTOR. This is a condition of final payment and CONTRACTOR will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

- L. If OWNER declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by OWNER shall be paid to Surety and not to CONTRACTOR in accordance with terms of the Contract.
- M. Acceptance by CONTRACTOR of final payment shall release OWNER and ENGINEER from any and all claims by CONTRACTOR whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release CONTRACTOR or his Sureties from warranties or other obligations required in the performance of the Contract.

## Article 8. CONTRACT DOCUMENTS

### 8.1 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:
  - 1. This Agreement
  - 2. Performance Bond
  - 3. Payment Bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Specifications as included in the Proposal Documents and/or referenced therein.
  - 7. Drawings as included in the Proposal Documents and/or as referenced therein.
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Addenda number(s) \_\_\_ to \_\_\_ included as Exhibit 1.
    - b. Proposal Form
    - c. Noncollusion Affidavit
    - d. First-tier Subcontractor Disclosure Form
  - 9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Written Amendments.
- c. Work Change Directives.
- d. Change Order(s).

B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

## Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement will have the meaning indicated in the General Conditions, and as revised by Supplementary Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract 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.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 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.
- 9.5 One Year Maintenance and Warranty
- A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the OWNER and at no cost to OWNER, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the CONTRACTOR in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year maintenance period required shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair. Where equipment and/or systems are specified to have a longer warranty period, CONTRACTOR shall be bound to the longer warranty period for the specific equipment and/or system.

- B. If CONTRACTOR, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, OWNER may have the defects corrected, and CONTRACTOR and CONTRACTOR'S Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the OWNER, delay would cause serious loss or damage, repairs may be made without notice being given to CONTRACTOR and CONTRACTOR or Surety shall pay the cost of repairs. Failure of the OWNER to act in case of an emergency shall not relieve CONTRACTOR or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the CONTRACTOR shall provide to the OWNER written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:
1. Continuance of the contract performance bond at the original or a reduced amount.
  2. Maintenance bond in a format and with the conditions acceptable to the OWNER.
  3. Cash deposit to the OWNER's Treasury, with a treasurer's receipt acting as proof of surety.
  4. Other arrangements, as may be proposed by the contractor and accepted by the OWNER.

#### 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.

#### Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

- 11.1 By entering into this Agreement, the CONTRACTOR irrevocably assigns to OWNER any claim or cause of action which the CONTRACTOR 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 CONTRACTOR by any person which are used, in whole or in part, for the purpose of carrying out the CONTRACTOR'S obligations under this Agreement.
- 11.2 CONTRACTOR 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 CONTRACTOR in pursuance of the completion of this Agreement.

- 11.3 In connection with this assignment, it is an express obligation of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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.

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

WATER ENVIRONMENT SERVICES  
for  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

CONTRACTOR:

SLAYDEN CONST. GROUP, INC.  
Company

PO BOX 247  
Address

STAYTON, OR 97383  
City, State, Zip

\_\_\_\_\_  
Authorized Signature

OWNER:

\_\_\_\_\_  
Director: Michael S. Kuenzi, PE

\_\_\_\_\_  
Date

August 23, 2012

Board of County Commissioners  
Clackamas County

Members of the Board:

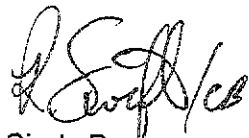
**Board Order # \_\_\_\_\_ Approval of Mental Health Director's  
Designees to Authorize a Custody Hold Under ORS 426.233**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Kelly Fisher, MSW, Ryan Harris, MA, SooHyun Lee, M.Ed, with Cascadia, and Mike Doogan, MA, by the Clackamas County Behavioral Health Director as additional designees authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

**Recommendation**

Staff recommends the Board approve the attached Board Order of Kelly Fisher, MSW, Ryan Harris, MA, SooHyun Lee, M.Ed, with Cascadia, and Mike Doogan, MA, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker  
Director

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

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

In the Matter of the Designation of Kelly  
Fisher, MSW, Ryan Harris, MA, SooHyun  
Lee, M.Ed, with Cascadia, and Mike  
Doogan, MA, as Mental Health Director  
Designees to Direct Peace Officer  
Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Kelly Fisher, MSW, Ryan Harris, MA, SooHyun Lee, M.Ed, with Cascadia, and Mike Doogan, MA, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Kelly Fisher, MSW, Ryan Harris, MA, SooHyun Lee, M.Ed, with Cascadia, and Mike Doogan, MA, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 23rd day of August, 2012.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



August 23, 2012

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of Two Agreements between Clackamas County and  
Clackamas Community Land Trust to use Neighborhood Stabilization Program Funds  
and HOME Program Funds to Purchase and Rehabilitate a Foreclosed Home**

The Community Development Division of the Health, Housing and Human Services Department requests approval of two agreements with Clackamas Community Land Trust (CCLT) to fund the purchase and rehabilitation of a single family foreclosed home located at 1056 Mt. View Lane in Molalla. The first agreement is a loan of federal Neighborhood Stabilization Program 2 (NSP2) funds. The second agreement is a loan of federal HOME Program funds. Because there are distinct differences in the requirements of the NSP2 and HOME programs and in the loan terms, it is in the best interest of the County to have separate loan documents.

The total amount of the purchase and rehabilitation project is \$203,500. The NSP2 funds being used for this project are the sale proceeds from another home that CCLT acquired and rehabilitated with NSP2 funds. The HOME funds are being used to complete the budget.

The NSP2 funds will be in the form of a no-interest deferred-payment loan in the amount of \$83,500. The HOME funds will be in the form of a no-interest loan in the amount of \$120,000. CCLT will use proceeds from the initial sale of the home to repay the HOME funds. The NSP2 funds will remain in the home as a permanent subsidy. Under the terms of the loans, CCLT must meet the affordability requirements of both programs for at least 15 years.

The NSP2 is authorized under the American Recovery and Reinvestment Act of 2009. Its purpose is to stabilize neighborhoods by redeveloping foreclosed properties that might otherwise become blighted. Clackamas County is a member of a consortium of Oregon counties that received NSP2 funding. The HOME Program is authorized under Title II of the National Affordable Housing Act of 1990. One of its main purposes is to strengthen partnerships with nonprofit organizations to expand the supply of decent and affordable housing for very low-income Americans. Clackamas County is a Participating Jurisdiction under the HOME Program. CCLT is certified as a Community Housing Development Organization (CHDO) under the County's HOME Program.

The rehabilitation work will bring the home up to the County's rehabilitation standards and improve the energy efficiency of the home.

Under the community land trust model of homeownership, CCLT will retain ownership of the land and sell the rehabilitated home at a reduced price to an eligible low-income household. The homeowner and CCLT will enter into a 99-year land lease which will be recorded in the records of Clackamas County.

No general fund dollars are involved in this project. County Counsel approved this agreement on July 19, 2012.

**Recommendation**

We recommend approval of both agreements and that Cindy Becker be authorized to sign all related documents on behalf of the Board of County Commissioners.

Respectfully submitted,



Cindy Becker  
Director

For more information on this issue or copies of attachments  
please contact Gloria Lewton at 503-655-8591.

# CLACKAMAS COUNTY HOME PROGRAM

## LOAN AGREEMENT

**Project:** Community Stabilization Project  
Homeownership Acquisition with Rehabilitation

**Activity:** 1056 Mt. View Lane, Molalla

This Loan Agreement ("**Agreement**") is entered into between **Clackamas Community Land Trust**, an Oregon non-profit organization ("**CCLT**" or "**Owner**") and Clackamas County ("**County**"), a Participating Jurisdiction under the HOME Program.

This Agreement includes the following attachments:

- |                                    |  |
|------------------------------------|--|
| A. Legal Description               | F. Affirmative Marketing and MBE/WBE Outreach Requirements |
| B. Sources and Uses                | G. Project Completion documentation                        |
| C. Schedule of Tasks               | H. HOME Agreement between County and Homebuyer             |
| D. HOME Match Contributions        | I. Land Lease Between CCLT and Homebuyer                   |
| E. HOME Affordability Requirements |  |

The parties, in consideration of the mutual promises and obligations set forth below, agree as follows:

- DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
  - Annual Income.** For the purposes of this Agreement CCLT will use the Census long-form definition of "Annual Income" found at 24 CFR 92.203(b)(2) when determining whether a Household is an Eligible Low-Income Household.
  - Affordability Requirements.** The Affordability Requirements are the restrictions on purchase/sale price and Homebuyer incomes set forth in this Agreement.
  - CHDO.** A Community Housing Development Organization ("CHDO") is a non-profit organization that has been certified by the County as meeting the requirements of 24 CFR 92.2. Clackamas Community Land Trust has been certified as a CHDO by Clackamas County for the current program year.
  - Community Land Trust Model of Homeownership.** The Community Land Trust ("CLT") Model of Homeownership means that the CLT owns the Land and the Homebuyer owns the HOME Unit on the Land. The CLT retains ownership of the Land in perpetuity. The Homebuyer leases the Land from the CLT under a 99-year Land Lease to assure future affordability of the HOME Unit. The CLT records the Land Lease or Memorandum of Lease in the records of Clackamas County.
  - Eligible Low-Income Household.** A Low-Income Household is a Household whose Annual Income does not exceed 80% of the County's Median Income. To be an Eligible Low-Income Household, the members of the Low-Income Household must be US Citizens, Non-Citizen Nationals, or Qualified Aliens.
  - HOME-Assisted Unit or HOME Unit.** HOME-Assisted Unit ("HOME Unit") is any unit in the Project which is partially or totally acquired, rehabilitated, constructed, or otherwise assisted with the use of HOME Funds.
  - HOME Funds.** HOME Funds means the total amount of HOME Program dollars being provided by the County to the Project under this Agreement. See Section 3.
  - HOME Program and HOME Regulations.** The federal HOME Investment Partnership Program ("HOME Program") is authorized under Title II of the National Affordable Housing Act of 1990. The regulations and requirements for the HOME Program are located in 24 CFR Part 92 ("HOME Regulations"). Should anything in this Agreement or the other Loan Documents conflict with the HOME Regulations, the HOME Regulations shall supersede.

9. **Homebuyer.** The Homebuyer is an Eligible Low-Income Household at the time it purchases the HOME Unit. The Homebuyer includes both the initial and any subsequent purchaser of the HOME Unit. CCLT must determine that the Homebuyer is an Eligible Low-Income Household prior to it purchasing the HOME Unit.
10. **Homeownership.** Homeownership is defined at 24 CFR 92.2 to include ownership in fee simple of a 1-unit dwelling.
11. **Household.** Household is defined at 24 CFR 92.2 to mean one or more persons occupying a housing unit.
12. **HUD.** The federal Department of Housing and Urban Development.
13. **Initial Sale.** CCLT's first sale of the Unit to a Homebuyer is the Initial Sale.
14. **Loan Documents.** The Loan Documents for the Project are this Agreement, the Promissory Note, the Trust Deed, and the Declaration of Land Use Restrictive Covenants, all of which are incorporated into this Agreement by reference.
15. **Median Income.** Median Income refers to the median income for Clackamas County, adjusted for family size, as published periodically by HUD.
16. **Owner.** Owner includes the current Owner of the Land which is CCLT as well as any subsequent Project Owner, subject to the County consenting to any transfer under Section 28. CCLT is considered the Project Owner for the purposes of Section 0.
17. **Period of Affordability.** The Period of Affordability shall begin on the Project Completion Date. The Period of Affordability is comprised of two separate periods: the Initial Period of Affordability and the Extended Period of Affordability. In accordance with 24 CFR 92.254(a)(4), the Initial HUD-required Period of Affordability shall be 15 years. The Extended Period of Affordability shall begin at the end of the Initial Period of Affordability and continue until the HOME Funds are repaid.
18. **Project.** The Project is CCLT's purchase of the "Land" and the "Improvement" (a single-family dwelling unit on the Land), rehabilitation and renting or selling the dwelling unit on the Land to and for the benefit of an Eligible Low-Income Household while retaining ownership of the Land, and the subsequent monitoring of the HOME-Assisted Unit to ensure use and transfers are consistent with the Land Lease, CCLT's community land trust model of Homeownership, and the requirements of this Agreement. The Project is located at:

**1056 Mt. View Lane, Molalla, OR 97038**

The legal description for the Project is set forth in **Attachment A**.

19. **Project Completion Date.** The Project Completion Date is the date when:
  - i. CCLT has completed all rehabilitation work.
  - ii. CCLT has sold the Unit to an Eligible Homebuyer and recorded the Land Lease or Memorandum of Land Lease;
  - iii. The final HOME drawdown has been disbursed to CCLT;
  - iv. Homebuyers have moved into the home; and
  - v. The County has entered the Project completion information, including the Homebuyer's information into HUD's integrated disbursement and information system.

**2. HOME REGULATIONS**

CCLT agrees to comply with the applicable HOME Regulations and with the other requirements of the Loan Documents.

**3. SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS**

1. **Attachment B** identifies all sources and uses of funds for the Project. CCLT certifies that it has firm commitments of the funds from each of the sources identified, the sources of funds are sufficient to fund the Project in full and the HOME Funds shall only be used for HOME-eligible costs defined at 24 CFR 92.206 and 92.214.