



AGENDA

Thursday, August 2, 2012 - 10:00 AM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-

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. Presentation of the Clackamas County 106th Fair and Rodeo, August 14th through August 19th (Laurie Bothwell, Fair Director)

III. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

2. 1. Second Reading of Ordinance No. 08-2012 Amending Chapter 5.01, Animal Services, of the Clackamas County Code (Scott Ciecko, County Counsel, Diana Hallmark, Dog Services)

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 an Intra-Agency Agreement Renewal with Clackamas County Sheriff's Department, Jail Division for Mental Health Services - BH

- 4 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
- 5 3. Approval of Amendment No. 9 to a Revenue Professional Services Contract #02-0803CTC with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance for Vehicles Operated by Members of the Clackamas County Transportation Consortium - ssd
- 6 4. Approval of Revenue Contract Modification No. 3 with Ride Connection, Inc. to Provide Funding for Rides Provided in Tri Met District Rides by Members of the Clackamas County Transportation Consortium - ssd
- 7 5. Approval of a Professional Services Contract Amendment No. with John Epler and Associates for Planning Consultant Services - cd

B. Elected Officials

- 8 1. Approval of Previous Business Meeting Minutes – bcc

C. Public and Government Affairs

- 9 1. Approval of a Contract with Web Press Printing and Mailing Services for Citizen News, Going Beyond Green/Trash Talk and the Discovery Guide

D. Technology Services

- 10 1. Approval of an Intergovernmental Agreement with the City of Damascus for GIS Mapping and Data Services

VII. WATER ENVIRONMENT SERVICES

- 11 1. Approval of an Agreement between Clackamas County Service District No. 1 and Tri-County Metropolitan Transportation District of Oregon Conveying an Electric Transmission Line Easement
- 12 2. Approval of a Professional Services Agreement between Clackamas County Service District No. 1, Tri-City Service District and Perkins Cole LLP for Legal Representation Relating to the Blue Heron Lagoon Site

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

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



 **COPY**

1 GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

August 2, 2012

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

Board of Commissioners
Clackamas County

Members of the Board:

Presentation of the Clackamas County 106th Fair and Rodeo

The Clackamas County Fair has been around for over 100 years, and celebrated its centennial birthday in 2006. The first Clackamas County Fair and Rodeo was held in 1907 in Gladstone Park later known at the Seven Day Adventist campground. In 1909 – The Fair Association bought a parcel of land for \$3,692.50 from the estate of Aaron Wait, paying \$60 an acre for cleared land and \$40 an acre for un-cleared land in Canby, where the Fair and Rodeo are located today.

The Fair Director, Laurie Bothwell will promote the official opening of the fair on Tuesday, August 14th, highlight what's new at the fair, including on-line E.tix.com, thank our many volunteers at the Fair and introduce the 106th Clackamas County Fair and Rodeo Court Queen Haley Ann Marsh, Princess Courtney Hartman, and Princess Carly Keicher.

The *Fair and Rodeo Court* will follow up with Fair and Rodeo Trivia. A photo opportunity will be provided at the end of the presentation.

Sincerely,

Gary Barth,
Director of Business and Community Services

For information on this issue or copies of attachments, please contact Laurie Bothwell @ 503-266-1136



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Dog Services

13141 SE Hwy 212, Clackamas, OR 97015

August 2, 2012

Board of County Commissioners
Clackamas County

Second reading of an ordinance amendment Chapter 5.01,
Animal Services, of the Clackamas County Code

Members of the Board:

Clackamas County Dog Services and County Counsel recently conducted a review of Clackamas County Code, Chapter 5.01, Animal Services, and determined amendments are needed to enable the most effective and efficient use of resources. The changes suggested by staff are reflected in the proposed amendments that are attached hereto.

Proposed amendments include, in summary, the following changes and additions to the existing code:

- 1) **Add requirement that a person must be at least 18 years of age in order to purchase a dog license.**
Enforcement of the code becomes increasingly difficult when individuals under the age of 18 are involved. Therefore staff recommends only individuals above the age of majority should be allowed to license a dog so that staff can better ensure compliance with licensing renewal, minimum care standards, and nuisance situations.
- 2) **Add requirement that all dogs must be licensed by no later than six months of age or when they have their permanent canine teeth, whichever comes first.**
This addition conforms Code language to that of State Statute.
- 3) **Repeal the limitation on the number of dogs that can be owned on a particular property.**
Dog Services has found it to be more effective, a more efficient use of limited resources, and more meaningful, to focus on individuals' ability to provide for dogs in compliance with minimum care standards, rather than simply focusing on the number of dogs owned.
- 4) **Clarify that an error in transcribing information into a citation that is, in the judgment of the Hearings Office, non-prejudicial shall not be grounds for setting aside the citation.**

This amendment provides that a simple administrative error in transcribing information into a citation will not cause the citation to be dismissed or vacated.

5) **Repeal language relating to penalties for continuous annoyance as the continuous annoyance section of the code was previously repealed in 2010.**

Title 5 Animal Code was amended in 2010 to eliminate continuous annoyance as a violation. This action is to repeal the related penalty language that was inadvertently left in the code despite the repeal of the underlying violation.

6) **Add a requirement that all veterinarians doing business in Clackamas County report to Dog Services within 30 days all rabies vaccinations administered to dogs along with information regarding purchase of a dog license.**

All dogs in Oregon are required by State statute to have a current rabies vaccination administered by a licensed veterinarian. All dogs over the age of six months and/or dogs with permanent canine teeth are required to have a dog license. Requiring veterinarians to provide this information to Dog Services enables us to be more efficient and effective in the enforcement of dog licensing. This information is also valuable in emergencies and in determining the vaccination status of impounded dogs with identification.

Beginning in the 2012-13 fiscal year, the anticipated financial impacts of the proposed amendments are as follows:

- Items 1, 2, 4 and 5 indicated above are anticipated to have no financial impact;
- Item 3 is anticipated to have no financial impact, but will permit the reallocation of enforcement resources to higher priority situations;
- Item 6 is anticipated to increase licensing revenues to Dog Services by up to 50% in the first full year of implementation and approximately 10% more per year after.

County Counsel has read and approved as to form the attached proposed amendments.

The Board of Commissioners reviewed the proposed amendments at a study session held April 24, 2012. The first reading of the proposed amendments was held on July 12, 2012.

Recommendation

Staff recommends the Board read the attached ordinance by title only and adopt the attached code amendments, with an effective date 90 days following this reading.

Respectfully submitted,



Diana Hallmark
Manager, Clackamas County Dog Services

For more information on this item, please contact Diana Hallmark at (503) 650-3944 or dianahal@co.clackamas.or.us

ORDINANCE NO. 08-2012

**An Ordinance Amending Chapter 5.01, Dog Licensing and Services, of the
Clackamas County Code**

WHEREAS, Chapter 5.01, Dog Licensing and Services, of the Clackamas County Code was last amended in 2010; and

WHEREAS, it has been determined by the Board of County Commissioners that amendments to Chapter 5.01 are necessary; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 5.01 of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this day of , 2012.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TITLE 5

ANIMALS

Summary

5.01 DOG LICENSING & SERVICES1

TITLE 5
ANIMALS

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Chapter 5.01

5.01 DOG LICENSING & SERVICES

5.01.010 Enactment; Authority

The County is authorized by Oregon Revised Statutes (ORS) 203.035 to regulate matters of County concern. The Board of County Commissioners finds that dog licensing and services within the County is a matter of County concern that impacts the health and safety of the people of Clackamas County. ORS 609.015, ORS 609.135 and ORS 153.030 recognize the authority of the County to enact and enforce regulations and procedures that vary from related state law provisions. The Board of County Commissioners adopts the following dog licensing and services regulations and procedures pursuant to ORS 203.035. Matters that concern crimes of abuse, neglect, or abandonment of dogs will be investigated and prosecuted under state law. [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.020 Definitions; Exclusions; Fines and Fees

- A. Definitions. Terms used but not defined shall have their plain meaning.
1. BITE, BITING, BITTEN means the breaking of the skin of a person, domestic animal, or livestock by the teeth of a dog.
 2. CONDITIONAL RELEASE means a security or non-security release of an impounded dog which imposes regulations and conditions on the activities and keeping of a dog pending final disposition of a violation of this chapter, including appeal.
 3. COSTS mean any monetary assessment, other than fines and fees ordered by a Hearings Officer including, but not limited to, costs for veterinarian care, restitution, prosecution expenses and attorney fees.
 4. DANGEROUS DOG means any dog that menaces, bites, injures or kills a person, domestic animal, or livestock.
 5. DOG means the common dog (*Canis familiaris*) and any animal claimed by its owner to be a wolf-hybrid unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.
 6. DOG AT LARGE means a dog that is off or outside the dog owner's property and not under the immediate control of a person.
 7. DOG OWNER means the following, however any presumption of ownership raised in this section may be rebutted by proof to the contrary:
 - a. Any person in whose name a dog license has been issued;
 - b. Any person who has a possessory property right in a dog;
 - c. In a family situation the adult head(s) of household shall be jointly and severally presumed to be the owner(s);
 - d. Any person who without regard to any ownership interest, shelters a dog or who has a dog in that person's care, possession, custody or control, or who knowingly permits a dog to remain on property occupied by that person for more than 30 days shall be presumed to be the owner.
 8. DOG SERVICES means Clackamas County Dog Services.
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9. DOG SERVICES OFFICER means a person employed by or contracting with Clackamas County who is authorized to investigate violations and issue citations as provided in this chapter.
 10. DOMESTIC ANIMAL has the meaning provided in ORS 167.310.
 11. EUTHANASIA means the putting of a dog to death in any humane manner permitted under ORS 609.405.
 12. EXPENSES mean expenditures incurred by Dog Services during impoundment, keeping and disposition of a dog.
 13. HEARINGS OFFICER means any authority appointed by the Board of County Commissioners to hear and determine violations of this chapter.
 14. IMPOUND means taking physical or constructive custody of a dog. A dog shall be considered impounded from the time Dog Services staff or a peace officer takes physical custody of the dog or serves an owner with a Notice of Impound and Conditional Release in accordance with this chapter.
 15. LIVESTOCK has the meaning provided in ORS 609.125.
 16. MANAGER means the Clackamas County Dog Services Manager or his/her designee.
 17. MENACE means lunging, growling, snarling, chasing, attacking, or other behavior by a dog that would cause a reasonable person to fear for the person's safety, the safety of another person or the safety of a domestic animal or livestock.
 18. MINIMUM CARE means but is not limited to, sufficient food to maintain the dog's health; access to potable water that is not snow or ice; access to an enclosed structure sufficient to protect the dog; continuous access to an area that is kept clean and has adequate space and ventilation with suitable temperature; and veterinary care to relieve distress from injury, neglect or disease.
 19. MULTIPLE DWELLING means any building or portion thereof that is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of two or more families living independently of each other in separate units.
 20. PEACE OFFICER has the meaning provided in ORS 161.015.
 21. PHYSICAL INJURY has the meaning provided in ORS 167.310.
 22. SECURE ENCLOSURE means any of the following:
 - a. A fully fenced pen, kennel or structure that is in compliance with applicable County codes, that will remain locked with a padlock or combination lock, and which has secure sides at least five feet high. The County may also require that the structure have a secure top and/or floor that are attached to the sides, or require that the sides be embedded in the ground no less than one foot; or
 - b. A house or garage that has latched doors kept in good repair to prevent the escape of the dog. A house, garage, patio, porch or any part of the house is not a secure enclosure if the structure would allow the dog to exit the structure of its own will; or
 - c. For a dangerous dog, a fully fenced pen, kennel or structure at least six feet in height that is either anchored beneath the ground or is in concrete and which prevents the dog from digging under it. The enclosure must be of a design that prevents entry of children or unauthorized persons and also prevents those persons from extending an arm or leg inside the enclosure. The enclosure must remain locked with a padlock or
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- combination lock when occupied by the dog. A County approved sign must remain posted at all entry points of the dog owner's property that informs both children and adults that the dog is dangerous.
23. VIOLATION means any violation of this chapter for which a fine, condition or restriction or other sanction may be imposed.
24. WOLF-HYBRID means an animal that is either the result of cross breeding a purebred wolf and a dog, or an existing wolf-hybrid with a dog, or any dog declared by its owner to be a wolf-hybrid. A wolf-hybrid will be considered a dog under this chapter unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.
- B. Exclusions.
This chapter does not regulate veterinarians, kennel operators or pet shop owners who for a period of not more than 90 days maintain on their property dogs owned by other persons.
- C. Fines and Fees
All fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.
- [Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05 2010, 7/1/10]

5.01.030 Licensing; Vaccinations

- A. License.
1. Individual Dog License.
 - a. A person must be at least 18 years old to obtain a license for a dog.
 - b. Every dog owner shall license a dog by the time the dog has a set of permanent canine teeth or is six months old, whichever comes first, or within thirty (30) days of acquiring the dog.
 - c. A dog owner who has moved to Clackamas County and who does not have a current dog license from another Oregon city or county, shall obtain a dog license within thirty (30) days of moving into Clackamas County unless the dog has not yet reached six months of age. A dog with a current dog license from another city or county shall not require licensing under this chapter until expiration of the current license, if within thirty (30) days of moving into Clackamas County the owner notifies Dog Services of the dog's description, license number and city or county of issuance, and Clackamas County address.
 2. Multiple Dog license.
 - a. Qualification; Application; Inspection. When an owner has more than one dog the owner may obtain or renew a multiple dog license after submission of a qualifying Multiple Dog License Application and after a County inspection of the applicant's premises to determine that minimum care standards exist.
 - b. Denial of a Multiple Dog License. An owner may appeal the denial of a multiple dog license to a Hearings Officer by delivering a written request to Dog Services within seven (7) days of the mailing date of the written notice denying the license. A hearing will follow the same procedures set forth in this chapter for a hearing on a violation except that the burden of proof will be on the owner to prove that the denial was improper.
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- c. Land Use Approval. Issuance of a Multiple Dog License does not constitute approval of a particular land use or indicate compliance with any zoning or land use planning restrictions that may apply. Applicant may be required to demonstrate compliance with city or county zoning or land use planning restrictions prior to issuance.
- B. Rabies Vaccination
- 1. Individual or multiple dog licenses will not be issued without evidence of one of the following for each dog to be licensed:
 - a. A rabies vaccination certificate issued by a licensed veterinarian that is valid for the license period; or,
 - b. A written statement signed by a licensed veterinarian stating that for medical reasons the rabies vaccination cannot be administered to the dog.
 - 2. A dog that does not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license, shall be apprehended and impounded at the owner's expense.
 - 3. A veterinarian performing a rabies vaccination of any dog must transmit a copy of the vaccination certificate or written documentation that includes information contained on the certificate to Dog Services within 30 days of the vaccination. In the alternative, a veterinarian may issue a dog license in accordance with the rules adopted by this Chapter, and submit proof of license to Dog Services within 30 days of the vaccination.
- C. License Term; Renewal; Fine
- 1. A license will be valid for one, two or three years from the date of issuance at the option of the dog owner and requires a rabies vaccination certificate for the licensing period.
 - 2. Renewal of a license shall not be due until the last day of the month in which the license expires. If a person fails to renew a license prior to its expiration date, a fine may be assessed at the time the license is renewed.
- D. Identification tags.
- 1. At the time an individual dog license is issued, the County will issue a free identification tag that is to be fastened to a collar or harness and kept on the dog at all times when the dog is not in the immediate possession of the owner.
 - 2. When a multiple dog license is issued, the owner may obtain identification tags upon payment of a fee.
 - 3. If a dog license tag is lost, the owner may obtain a duplicate tag from Dog Services upon payment of a fee.
- E. License Fees Exemptions.
- 1. No license fee will be required for the following:
 - a. Any dog that meets the definition of an "assistance animal" as defined in ORS 346.680, provided that the license applicant has filed a statement with Dog Services indicating that the dog is an "assistance animal" for a person who has a physical impairment in one or more of their daily life activities and resides in the applicant's household.
 - b. Any dog in training to be an "assistance animal" as defined in ORS 346.680, in affiliation with a recognized organization for the training or placement of assistance animals, provided the trainer files a statement with Dog Services verifying that the dog is an assistance animal.
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[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.040 Control of Dogs

- A. Duties of Owners. For the purposes of this chapter a dog owner is responsible for the behavior of the dog regardless of whether the owner or another person allowed the dog to engage in the behavior that is the subject of the violation.
- B. Violations.
1. It is unlawful to permit a dog to be a public nuisance. A dog is a public nuisance if it:
 - a. Menaces, bites, injures or kills a person, domestic animal, or livestock. It is a defense to this section if the dog engages in such behavior as a result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property;
 - b. Is a dog at large. It is a defense to this section that the dog was a working dog wearing a locating device and temporarily separated from the person in control of the dog;
 - c. Chases a vehicle while off the dog owner's property;
 - d. Damages or destroys property of another person while off the dog owner's property;
 - e. Scatters garbage while off the dog owner's property;
 - f. Is a female in heat (estrus) and is a dog at large.
 2. It is unlawful to fail to comply with the requirements of this chapter that apply to keeping a dangerous dog.
 3. It is unlawful to permit any dog to leave the confines of any prescribed quarantine area, and/or fail to comply with any other condition of quarantine.
 4. It is unlawful to interfere with an identified County employee or peace officer who is enforcing any provision of this chapter by intentionally acting in any manner that prevents, or attempts to prevent a County employee or peace officer from performing their lawful duties.
 5. It is unlawful to knowingly provide false information to a County employee or peace officer enforcing any provision of this chapter.
 6. It is unlawful to permit a dog to be confined within a motor vehicle at any location under such conditions as may endanger the health or well-being of the dog, including but not limited to dangerous temperature, lack of food, water or attention.
 7. It is unlawful to permit a dog to be unrestrained in an open portion of a vehicle.
 8. It is unlawful to fail to reclaim an impounded dog.
 9. It is unlawful to fail to comply with any fine, fee, cost, expense, condition or restriction or other order imposed by a Hearings Officer under this chapter.
 10. It is unlawful to fail to surrender a dog for apprehension to the County when required by this chapter.
 11. It is unlawful to fail to license a dog or renew a license as required by this chapter.
 12. It is unlawful for an owner to fail to immediately notify Dog Services when the owner's dog has bitten a person, domestic animal, or livestock.
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13. It is unlawful to keep a dog in a manner that does not meet minimum care standards of this chapter.
 14. It is unlawful to fail to maintain a current rabies vaccination.
 15. It is unlawful for a person who has been bitten by a dog, or a parent/guardian of a bitten minor, to fail to immediately notify Dog Services when required by this chapter.
 16. It is unlawful for a dog owner to fail to follow any condition of release pending final disposition of a violation of this chapter, including appeal.
- C. Lost Dogs; Duties of Finders. Any person who finds and shelters a dog without knowing the dog owner's identity shall notify Dog Services within three days with a description of the dog. A finder may surrender the dog to Dog Services, or retain possession subject to surrender upon County request.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.050 Biting Dogs; Dangerous Dogs

- A. Reporting biting dogs.
1. The owner of a dog that bites a person, domestic animal, or livestock shall immediately notify Dog Services of the time and circumstances of the bite along with a description of the biting dog, its rabies vaccination status, the owner's name and address, and if known the name and address of the person who was bitten or the owner of the bitten domestic animal or livestock.
 2. Any person who is bitten by a dog, or is the parent/guardian of a bitten minor, or owns a domestic animal or livestock bitten by a dog shall immediately notify Dog Services of the time and circumstances of the bite along with his/her name and address, a description of the biting dog, and if known the name and address of the dog owner.
- B. Quarantine of biting dogs.
1. A dog suspected of biting a person will be quarantined at the owner's expense until the tenth day following the bite in accordance with state law.
 2. At the discretion of the County, a dog that has proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license may be quarantined at the premises of a licensed veterinarian or at the premises of the owner providing the dog is kept within a secure enclosure or with approved restraint deemed adequate to prevent contact with any person or other animal, and is kept in accordance with any other conditions set by the County as permitted by this chapter or required by state law. It shall be a violation of this chapter if during home quarantine the dog leaves the confines of a prescribed quarantine area for any reason or otherwise violates the conditions of quarantine.
 3. Dogs that have bitten a person and do not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license shall be apprehended and impounded as resources allow.
- C. Dangerous Dogs.
1. Classification of Dog as a Dangerous Dog. A dog may be classified by the Hearings Officer as a dangerous dog when it has menaced, bitten, chased, injured or killed any person, domestic animal, or livestock.
 2. Notice of Classification; Hearing.
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- a. Notice. Prior to a dog being classified as dangerous, the owner shall have a right to a hearing before a Hearings Officer. The County shall send a Dangerous Dog Notice to the dog owner by certified mail or personal service; if sent by mail the date of mailing will be considered the date of service. The notice shall inform the owner of:
 - i. A description of the alleged incident and specific behavior that supports classification of the dog as dangerous.
 - ii. The regulations that may be imposed following a dangerous dog classification, including the requirement of a dangerous dog certificate.
 - iii. An opportunity to request a hearing.
 - iv. Information that the dog owner must request a hearing within seven (7) days from the date of service by delivering a written request to Dog Services.
 - v. Information that if the dog owner does not make a timely request for hearing, the dog owner shall be deemed to have waived his/her right to a hearing. Thereafter, following proof of sufficient evidence that the dog is dangerous, the Hearings Officer may so classify the dog and impose regulations consistent with this chapter.
 - b. Hearing.
 - i. Following a timely request for hearing, the County will notify the dog owner and Hearings Officer of the date and time of the hearing. The hearing shall follow the procedures set forth in this chapter for a hearing on a violation.
 - ii. The Hearings Officer may refrain from classifying a dog as dangerous upon a finding that the behavior was the result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser, or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property.
 - iii. A hearing on classification of a dangerous dog may be consolidated with a hearing on any underlying violation for which the dog owner has been cited.
3. Regulation of Dangerous Dogs; Microchip Identification. When a dog has been classified as dangerous, the dog shall be microchip identified at Dog Services at the expense of the owner, as provided in ORS 609.168. In addition, a Hearings Officer may order the following regulations:
- a. That the dog be kept in a secure enclosure;
 - b. That the dog owner obtain and maintain proof of public liability insurance;
 - c. That the dog owner not permit the dog to be off the owner's premises unless the dog is muzzled and restrained by an adequate leash and under the control of a competent person;
 - d. That the dog owner successfully complete a County approved pet ownership program;
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- e. That the dog successfully complete obedience training certified by the American Temperament Testing Society or other similar County approved program;
 - f. That the dog be spayed or neutered;
 - g. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred.
4. Certificate of Registration; Secure Enclosure; Notice to New Owner
- a. Certificate of Registration. Within seven (7) days after a dog has been classified as dangerous, the owner must license the dog, if not licensed, and obtain a dangerous dog certificate of registration to be renewed annually until the dog is declassified or dies. The County will only issue certificates of registration and renewals to persons who are at least 18 years of age and who present sufficient evidence of:
 - i. A rabies vaccination certificate which will remain in effect for at least one year from the date the certificate of registration is issued;
 - ii. A secure enclosure to confine the dangerous dog;
 - iii. A clearly visible County approved warning sign to be posted and remain at all entry points of the owner's property that informs both children and adults that the dog is dangerous;
 - iv. Microchip identification as provided in ORS 609.168; and,
 - v. Payment of an annual dangerous dog registration fee.
 - b. Secure Enclosure. The owner of a dog classified as dangerous shall confine the dog in a secure enclosure. The owner must immediately notify Dog Services when a dangerous dog is at large, or has bitten a person, domestic animal, or livestock. A dangerous dog shall not be permitted to leave the confines of a secure enclosure unless the dog is muzzled and restrained by an adequate chain or leash and under control of a competent person.
 - c. Notice to New Owner. Prior to a dangerous dog being sold or given away the owner shall provide notice to the new owner that the dog has been classified as a dangerous dog and provide the County with the name, address and telephone number of the new owner whether or not the new owner resides in Clackamas County. The new owner must comply with all dangerous dog regulations imposed unless and until the dog is declassified or dies.
5. Declassification of Dangerous Dog.
- a. Declassification. Following an owner's written request, the County may declassify a dog as dangerous and terminate the regulations ordered at the time of classification, except for microchip identification and secure enclosure, when the following conditions have been met:
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- i. For two years from the date of classification the dog has had no further incidents of behavior that would make it a dangerous dog;
 - ii. For two years from the date of classification there have been no violations of the regulations imposed;
 - iii. The dog owner has obtained a certificate of satisfactory completion of obedience training for the classified dog.
- b. Appeal of Declassification Denial. A dog owner may appeal to a Hearings Officer the denial of a request to declassify a dangerous dog by delivering a written request for appeal to Dog Services within seven (7) days of the mailing date of the County's written notice denying declassification.
- i. The County's written denial shall include information on how the dog owner may appeal the denial.
 - ii. On appeal the Hearings Officer shall determine whether the dog meets the criteria for declassification and shall either uphold the County's denial or order declassification.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.060 Impoundment; Release; Adoption

A. Impoundment

1. Any Dog Services Officer or peace officer may impound a dog that is in violation of this chapter, or when a Dog Services Officer or peace officer reasonably believes a dog requires medical assistance or care, or when ordered by a court or Hearings Officer.
2. If a person refuses to allow a Dog Services Officer or peace officer to enter the premises to apprehend and impound a dog as authorized by this chapter, the County may request the assistance of the local law enforcement official to obtain and execute a search warrant as authorized by law to search for and seize the dog subject to impound.
3. Any Dog Services Officer or peace officer is authorized to remove a dog from a motor vehicle to apprehend and impound the dog when the officer reasonably believes it is confined in a manner that endangers its health or well-being, including but not limited to dangerous temperature, lack of food, water or attention. A written notice of impoundment will be left on or in the vehicle with information on how to reclaim the dog.
4. Any person may immediately apprehend and hold for impoundment any dog that has trespassed upon the property of that person or another in violation of this chapter, or has menaced, bitten, injured or killed a person, domestic animal, or livestock.

B. Impound Holding Periods. Unless otherwise provided in this chapter, dogs impounded will be held for the following minimum time periods, unless sooner reclaimed by their owner:

1. Dogs not wearing a license tag shall be held for at least three consecutive days, not including the day of impoundment.
 2. Dogs wearing a license tag shall be held for at least five consecutive days, from the date of notification of impoundment. If notification is by mail, the date of mailing shall be considered the date of notification.
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- C. Release of Impounded Dogs; Conditional Release.
1. Release.
 - a. Release Prohibited. Unless otherwise ordered by a Hearings Officer or court of competent jurisdiction, an impounded dog may not be released until final disposition of any violation alleging that the dog has killed a person, or when a dog is pending classification or has been classified as a dangerous dog.
 - b. Release Permitted. Unless prohibited by this chapter prior to final disposition of a violation or pending appeal, an impounded dog may be released subject to release conditions in subsection 5.01.060(C)(2)(a) and upon posting security in the amount equal to 50% of the base fine for each violation and payment of fees and costs owed to date including prior outstanding balances, except upon showing of good cause.
 2. Conditional Release.
 - a. Conditions. As permitted by this chapter pending final disposition of a violation or appeal, the County or Hearings Officer may conditionally release an impounded dog to its owner and may impose any of the following release conditions, including but not limited to a requirement that the dog owner:
 - i. Obtain and provide proof of a rabies vaccination within a designated time;
 - ii. Provide proof of license within a designated time;
 - iii. Restrain the dog on the dog owner's property by means of a secure enclosure;
 - iv. Control the dog on a leash that is no longer than six (6) feet, and at all times handled by an adult who is able to control the dog;
 - v. Muzzle the dog at all times when off the dog owner's property;
 - vi. Obtain veterinary care for the dog within a designated time;
 - vii. Comply with minimum care standards consistent with this chapter;
 - viii. Keep the dog indoors during certain hours.
 - b. Revocation of Conditional Release; Violation; Security Forfeited.
 - i. Revocation. Upon reasonable ground to believe that a release condition has been violated the County may revoke release, and apprehend and impound the subject dog pending final disposition of the underlying violation or appeal.
 - ii. Violation. At the time of revocation the dog owner shall be cited for failure to follow condition(s) of release. A hearing on revocation may be made in accordance with section 5.01.070 of this chapter and consolidated with a hearing on the underlying violation(s).
 - iii. Security Forfeited. The security amount posted on conditional release shall be forfeited upon a finding that one or more conditions of release were violated or if no timely hearing is requested.
 3. If a dog owner has been cited for a violation(s) of this chapter, and a Hearings Officer finds that no violation(s) occurred, then impoundment and board fees shall not be assessed until the first business day after notice of the Hearings Officer's Final Order.
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4. An owner must reclaim a dog within five (5) business days after notice of a Hearings Officer's Final Order unless otherwise ordered or unless stayed by a court of competent jurisdiction.
- D. Failure to Reclaim.
1. If an owner fails to reclaim a dog as provided in this chapter the dog will be deemed abandoned and shall become the property of the County without compensation paid to the owner.
 2. An owner that fails to reclaim a dog will be civilly liable to the County for all penalties, fines, fees, costs and expenses authorized by this chapter, which may be collected in the same manner as any other debt allowed by law.
- E. Diseased or Injured Dog. A dog owner shall be liable to the County for costs paid for medical treatment during impoundment. If the County determines a dog is seriously injured or seriously ill or its health condition causes a threat to public health or safety, the dog may be immediately euthanized without compensation paid to the owner.
- F. Release for Adoption.
1. Fees. Adoption fees will be assessed consistent with this chapter.
 2. Standards. The Dog Services Manager shall have the authority to develop and enforce adoption policies and procedures.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.070 Citation; Complaint; Hearing Process

- A. Issuance of Citation.
1. Any Dog Services Officer or peace officer may issue and serve a dog owner with a citation when there are reasonable grounds to believe the owner or dog has committed a violation of this chapter. The citation shall serve as the County's complaint.
 2. A citation shall be served by personal service or by certified mail with return receipt requested, no later than six (6) months from the date the alleged violation occurred. When mailed the date of mailing shall be considered the date of service. The failure of any person to receive notice properly given shall not invalidate or otherwise affect proceedings under this chapter.
- B. Form of Citation.
1. The citation shall include:
 - a. The name and address of the person cited;
 - b. The date(s) the alleged violation(s) occurred;
 - c. The number and title of the chapter section(s) violated;
 - d. A description of the dog(s) involved;
 - e. The base fine, to be equal to the minimum fine, along with the maximum fine for each violation as authorized by this chapter;
 - f. Whether appearance before a Hearings Officer is optional, or if mandatory the date, time and place at which the person is to appear;
 - g. The procedure for the person to follow to admit the violation and pay the fine, or contest the citation and appear before a Hearings Officer;
 - h. A statement that if the person fails to pay the fine within the time allowed, or fails to appear before the Hearings Officer when required, then the person shall have waived his/her right to contest the citation and the Hearings Officer may enter a judgment against the person for an amount
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up to the maximum fine, in addition to any fees, costs or expenses, conditions or restrictions authorized by this chapter;

- i. A statement that when appearance before a Hearings Officer is mandatory the person cannot pay the fine in lieu of appearance.
2. An error in transcribing information into a citation, when determined by the Hearings Officer to be non-prejudicial to the defense of the cited person, may be corrected prior to or at the time of the hearing with notice to the cited person. Except as provided in this subsection, a citation that does not conform to the requirements of this section shall be set aside by the Hearings Officer upon motion of the cited person before any other proceedings at the hearing. Minor variations in the form of citation shall not be a basis for setting aside a citation. Nothing prohibits the Hearings Officer from amending a citation in the Hearings Officer's discretion.

C. Response to Citation

1. Unless an appearance before a Hearings Officer is mandatory, a dog owner who has received a citation may respond by:
 - a. Appearing personally before the Hearings Officer on the cited appearance date and either admit or deny the violation; or
 - b. Prior to the appearance date return a signed copy of the citation to Dog Services admitting the violation, along with a check or money order payable to Clackamas County for the total base fine amount. Admission and payment does not relieve the dog owner of the requirement to correct the violation; or
 - c. Prior to the appearance date, return a signed copy of the citation to Dog Services denying the violation and requesting a hearing. Dog Services will set a time and place for the hearing and notify the Hearings Officer, and dog owner.
 2. Mandatory Appearance. Personal appearance before a Hearings Officer at the time and place indicated on the citation shall be mandatory:
 - a. When a dog owner has received a citation three (3) times or more within a twelve (12) month period or the issuing officer has determined the appearance should be mandatory;
 - b. For violation of Failure to Surrender a Dog;
 - c. For violation of Interfering with a County employee or Peace Officer;
 - d. For violation of Providing False Information to a County employee or Peace Officer;
 - e. For violation of Failure to Comply with Conditions of Quarantine;
 - f. For violation of Failure to Comply with any Fine, Fee, Cost, Expense, Condition or Restriction authorized by this chapter;
 - g. For violation of Dog as a Public Nuisance when a dog kills a person, domestic animal, or livestock;
 - h. For violation of Failure to Comply with the Requirements of Keeping a Dangerous Dog.
 - i. For failure to reclaim an impounded dog.
 - j. For failure to meet minimum care standards.
 3. Failure to Respond to Citation. If a person cited fails to respond to a citation as required by this chapter then the person shall be deemed to have waived his/her right to contest the citation. Following proof of sufficient evidence that the person has committed the cited violation(s) the Hearings Officer may
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enter a Final Order against the person for an amount up to the maximum fine, in addition to any applicable fees, costs or expenses, and any other imposition consistent with this chapter. A copy of the Final Order shall be sent to the person cited by regular mail.

D. Hearing Process.

1. Informal Disposition. The County and dog owner may agree to an informal and final disposition of any violation before a Hearings Officer issues a Final Order.
 2. Burden of Proof. The burden will be on the County to prove that the violation occurred by a preponderance of the evidence.
 3. Testimony of Witnesses and Parties. The Hearings Officer shall have the authority to administer oaths or affirmations and take testimony of and question witnesses and parties. Parties may offer witness testimony on their own behalf. Written testimony must be submitted by sworn affidavit and may be admitted into the record subject to exclusion by the Hearings Officer and objections by the opposing party.
 4. Cross-Examination of Witnesses. The person cited and attorneys may examine or cross-examine witnesses.
 5. Evidence. Reliable and relevant evidence shall be admitted subject to the rules of privilege recognized by law. The burden of presenting evidence to support a fact or position shall be on the offering party. The Hearings Officer may establish procedures for the presentation of evidence to ensure that the hearing record reflects a full and fair inquiry into the facts necessary to determine the matter alleged. The Hearings Officer shall have the discretion to exclude any material or testimony that is accumulative, repetitious, irrelevant or immaterial.
 6. Objections. Objections to admission of evidence shall be noted in the record and will be considered with respect to the weight to be given the particular evidence offered. The Hearings Officer shall have the discretion to admit or exclude any evidence presented and may reserve the ruling on the admissibility or exclusion of evidence until the time the Final Order is issued.
 7. Subpoenas. The Hearings Officer may issue subpoenas to parties when a request is supported by a showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties, peace officers or employees of the County, shall be paid the same witness fees and mileage as allowed in civil cases from the party requesting the subpoena to be paid at the time the subpoena is issued. The party requesting the subpoena will be responsible for its service in accordance with the Oregon Rules of Civil Procedure.
 8. Representation. The person cited may represent him/herself or may be represented by counsel at personal expense. The County may be represented at the hearing by any employee of the County. If the employee is not an attorney, the employee shall not present legal argument, examine or cross-examine witnesses, present rebuttal evidence or give legal advice to the Hearings Officer conducting the hearing.
 9. Record. A verbatim written or mechanical record shall be made of all hearings. The record may be transcribed at the request of a party upon payment in advance of the cost of transcription.
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10. **Final Order.** At the conclusion of the hearing the Hearings Officer shall issue a Final Order based upon reliable, relevant and substantial evidence which shall be the County's final determination. A Final Order shall be effective on the date that it is issued unless otherwise provided by the Hearings Officer. The order may be oral or written, but in all cases must be recorded in the record of the proceeding. The Hearings Officer may impose fines, fees, costs, expenses, conditions or restrictions and any other imposition authorized by this Chapter. Monetary obligations are due and payable on the effective date of the Final Order unless otherwise provided.
11. **Judicial Review.** Review of a Final Order of the Hearings Officer may be made by any party by writ of review as provided in ORS 34.010-34.100.
12. **Enforcement of Final Order.** The County may maintain civil proceedings in law or equity in a court of competent jurisdiction to enforce any provision of a Hearings Officer's Final Order.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.080 Penalties

- A. **Fines, Fees, Costs; Expenses.**
 1. Upon a finding that a dog owner has violated this chapter, a Hearings Officer may impose fines, fees, costs and expenses, which shall become a debt owing to Clackamas County and may be collected in the same manner as any other debt allowed by law. If fines, fees, costs or expenses are not paid within sixty (60) days after payment is ordered, the County may file and record the Final Order for payment in the County Clerk Lien Record as authorized by ORS 30.460.
 2. If the Hearings Officer finds that the alleged violation did not occur, the County shall reimburse the dog owner for any fines, fees, costs and expenses previously paid by the owner for the alleged violation.
 3. The Hearings Officer may order payment of the County's attorney fees and prosecution costs to include staff time for any violation of this Chapter.
- B. **Conditions and Restrictions; Restitution; Euthanasia.**
 1. Upon a finding by the Hearings Officer that a dog owner has violated a provision of this chapter, in addition to and not in lieu of any fine, fee, cost or expense, the Hearings Officer may impose restitution, euthanasia, and reasonable conditions and restrictions, including but not limited to:
 - a. Suspend the owner's right to own or keep any dog in Clackamas County for a period not to exceed five (5) years;
 - b. Upon sufficient proof order restitution to any person who has suffered actual monetary loss as a result of a violation of this chapter, including but not limited to expenses incurred for veterinarian care, burial and memorial expenses, repair or replacement of damaged property, or medical bills;
 - c. Require the owner to spay or neuter the dog;
 - d. Require the owner to remove the dog to a location where the dog does not present a threat to persons, domestic animals, or livestock;
 - e. Require the owner to surrender the dog to the County;
 - f. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or

livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred;

- g. Require that the owner comply with any other condition or restriction reasonably designed to abate any future violation of this chapter;
 - h. Require that the owner obtain microchip identification for the dog;
 - i. Require the owner to reduce the number of dogs on the owner's premises.
2. Any condition or restriction imposed by a Hearings Officer must be complied with immediately unless otherwise ordered. The County may request that an owner provide proof of compliance by a date certain. If proof is not provided, or proof is insufficient, then a rebuttable presumption will exist that the owner has failed to comply and the owner may be cited for the violation of Failure to Comply in accordance with this chapter.
 3. An owner shall be responsible for all costs incurred in complying with any condition or restriction imposed.
 4. Upon a finding that an owner is guilty of a violation set forth in this chapter, regarding the same dog for the third time in a twelve (12) month period, the Hearings Officer may order that the owner surrender the dog to the County, without compensation paid to the owner.

When a dog has been ordered surrendered and the County has determined that the dog qualifies for adoption, the County may give placement preference to any person who had prior contact with the dog, including but not limited to the former owner's family members or friends who reside separately from the former owner and whom the County has determined will provide adequate care and follow all conditions or restrictions imposed by the Hearings Officer in order to maintain control of the dog.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03; Amended by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.090 Authority of Dog Services Manager

In accordance with the provisions of this chapter the Dog Services Manager shall have the authority to:

- A. Collect fines, fees, costs and expenses.
- B. Authorize an owner to keep a licensed dog that has been impounded and quarantined, at the premises of the owner during the period of quarantine.
- C. Declassify a dog as dangerous in accordance with the provisions of this chapter.
- D. Request the assistance of local law enforcement officials to obtain and execute a warrant authorized under state law and this chapter for the search and seizure of property.
- E. Require a dog owner to provide proof of compliance with a Hearings Officer's Final Order.
- F. Inspect premises of a dog owner to ensure compliance with this chapter;
- G. Develop and enforce policy, procedures, and standards to ensure the effective administration of this chapter.

[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.100 Severability

If any clause, section or provision of this chapter is declared unconstitutional or invalid for any reason or cause, the remaining portion of this chapter shall remain in full force and effect and be valid as if the invalid portion had not been incorporated herein.

[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.120 Enforcement of Other Laws

- A. Enforcement of Dogs. Pursuant to ORS 203.035; 153.030; 609.015 and ORS 609.135, this chapter supersedes enforcement in the County of the following state statutes regarding control of dogs: ORS 609.030 and 609.035 to 609.110; 609.155; 609.158; 609.165; 609.170; 609.180; 609.190.
- B. Enforcement of Rabies Control. Rabies control shall be enforced by the Clackamas County Health Officer in cooperation with the Dog Services Manager in accordance with the provisions of ORS 433.340 through 433.390.
- C. Enforcement of Violations Involving Livestock. When a dog is determined to be a Public Nuisance under this chapter for menacing, biting, injuring or killing livestock, in addition to all other provisions and regulations of this chapter the following state statutes apply: ORS 609.125; 609.156; 609.161; 609.162; 609.163; 609.167; 609.168.
- D. Enforcement of Possession of Dogs. The number of dogs possessed by a person shall be limited as provided in ORS 167.374. In addition to all other provisions and regulations of this chapter, ORS 167.374 shall apply.
- E. Other Laws Apply. Except as expressly provided in this chapter, this chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state and federal laws, rules and regulations, and other ordinances which relate to the requirements provided in this chapter.

[Added by Ord. 05-2010, 7/1/10]



COPY

Cindy Becker
Director

August 2, 2012

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Renewal Intra-Agency Agreement with
Clackamas County Sheriff's Department, Jail Division
for Mental Health Services**

The Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing & Human Services Department requests the approval of a renewal Intra-Agency Agreement with Clackamas County Sheriff's Department, Jail Division (CCJ) for Mental Health Services.

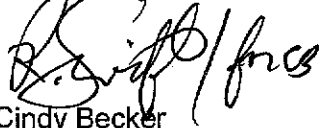
This agreement provides the basis for a cooperative working relationship between CCJ and CCBHD for the purpose of providing mental health services for the high risk population incarcerated at the jail. This is a renewal agreement that was last approved by the Board on July 07, 2011.

The total amount of this revenue agreement is \$133,817. No County General funds are involved. The effective date of the agreement is retroactive back to July 1, 2012 due to language negotiations and terminates on June 30, 2013.

Recommendation

We recommend the approval of this agreement 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 Emily M. Zwetzig at (503)742-5318.

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY
HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT
BEHAVIORAL HEALTH DIVISION
AND
CLACKAMAS COUNTY
SHERIFF'S DEPARTMENT
JAIL DIVISION**

I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Jail herein referred to as CCJ and Clackamas County Behavioral Health Division herein referred to as CCBHD. The common goal is to provide mental health (MH) services for the high risk population incarcerated in the Jail Facility as contracted by Clackamas County Jail.

II. SCOPE OF WORK

A. CCBHD agrees to provide under this agreement:

1. Staffing:

- 2 Mental Health Specialist 40.0hour per week
- 1 A&D/Case Manager 40.0 hour per week

2. Mental Health Specialist: On-Site Services

a. *Mental Health Services provided for clients referred by CCJ RN/NP/MD:*

- crisis intervention, as needed;
- consultation to CCJ staff on mental health status and needs of jail clients;
- assessment and intervention for inmates on suicide watch;
- consult with medical staff on potential hospital hold cases;
- emergency assessment of potential hospital hold cases while at the facility;
- afterhours assessments will continue to be provided by the CCBHD crisis program in conjunction with CCJ medical;
- screen booking sheets and evaluate any identified psychiatric issues;
- on-going mental health treatment for most at-risk inmates;
- group therapy and psycho-educational interventions (anger management, sleep, hygiene, relaxation).

b. Patient Discharge Planning:

- referrals for community services upon re-entry into the community;

Clackamas County Sheriff's Department, Jail Division – Mental Health Services
INTRA-AGENCY AGREEMENT
Page 2 of 4

- assistance in obtaining living needs in shelters/group homes;
 - assistance on access to Oregon Health Plan;
 - coordination with attorneys, if necessary, for patient health and safety (forensic evaluations not provided under this agreement).
- c. **Psychiatric Hospitalization Discharge Planning:**
- coordinate with correction medical staff and hospital staff for patient discharge preparation to the CCJ facility;
 - patient assessment upon re-entry and schedule follow-up as necessary;
 - work with medical and security staff for housing needs assessment.
- d. **Training:**
- conduct annual MH in-service training for all staff;
 - provide monthly written educational material for MH educational notebook (material to be approved by CCBHD supervisor, prior to inclusion in the notebook).
- e. **Substitute coverage during CCBHD staff vacations and other extended absences:**
- The Mental Health Specialist's time will be covered up to 15 hours per week during planned absences;
3. **Mental Health Specialist: Off-Site Services**
- a. Consultations with medical staff regarding changes in patient's mental status/ psychiatric medication issues.
 - b. Assist clients to obtain their medications upon release.
 - c. Consultation with community members as appropriate and allowed under confidentiality requirements.
4. **Mental Health Specialist: Monitoring/Administration**
- a. Consultation to CCJ medical staff in standardization of MH Protocols and utilization of mental health screening assessment tools.
 - b. **Meetings and reviews:**
 - annual program review meeting with CCJ medical and administrative staff;
 - on-going urgent and emergency review meetings;
 - bi-annual reviews with CCBHD and CCJ medical program managers.
5. **A&D/Case Manager**

Clackamas County Sheriff's Department, Jail Division -- Mental Health Services
INTRA-AGENCY AGREEMENT
Page 3 of 4

- a. Addiction assessments for purpose of referral to residential programs, corrections additions programs, and community treatment programs.
- b. Assist with housing needs, insurance coverage and linkage to need community services and supports.
- c. Collaborates with Community Corrections on transition plans.
- d. Assists with reentry planning.

C. CCJ agrees to:

1. Determine MH provider clinic hours in conjunction with CCBHD.
2. Provide CCBHD staff with clinic space for evaluation/treatment/charting.
3. Generate on-going list of clients requiring CCBHD assessment and follow-up as identified during screening physical, sick call, intake screening, family and professional provider referrals.
4. Distribute referral handouts made available by CCBHD.
5. Maintain security for all staff during facility visits.
6. Provide identification badges for all CCBHD staff providing in-facility support.

III. LIAISON

Lt. Todd Rollins will act a liaison for CCJ. Wendy Robinson will act as liaison for CCBHD.

IV. COMPENSATION

CCJ will compensate CCBHD for 1 Mental Health Specialist. 1 Mental Health Specialist and 1 A&D Case Manager is provided by CCBHD at no cost. Maximum compensation payable to CCBHD for services under this agreement is \$133,817. CCBHD will bill CCJ quarterly by means of an interfund transfer, and CCJ will transfer amounts so billed to CCBHD.

V. OUT-OF-CONTRACT SERVICES

- A. Emergency consultation and recommendations will continue for psychiatric hospitalization on a 24 hours per day, 7 days per week basis through consultation with Jail medical.
- B. Critical incident stress debriefing and counseling will continue to be provided via Clackamas County Employee Assistance Program (EAP).

VI. SPECIAL REQUIREMENTS

Clackamas County Sheriff's Department, Jail Division – Mental Health Services
INTRA-AGENCY AGREEMENT
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Both CCJ and CCBHD will comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164 related to the confidentiality of client records or other client identifying information

VII. TERM OF AGREEMENT


This agreement is effective **July 1, 2012** and continues through **June 30, 2013**. This agreement is subject to early termination by either party when thirty (30) days' written notice has been provided to the other party.

VIII. AMENDMENTS

This agreement may be amended at any time with the concurrence of both parties. Amendments are effective only after signature by all persons signing this agreement.


This agreement consists of eight sections in its entirety.

Clackamas County Jail Division




Captain Mike Alexander Date
Jail Commander 7-16-12

Clackamas County Behavioral Health Division



Teri Beemer Date
Director, Behavioral Health Division 7-17-12

Clackamas County Sheriff's Department



Craig Roberts Date
Sheriff (For Sheriff Roberts) 7/16/12

Clackamas County Health, Housing and Human Services Department

Cindy Becker Date
Director, Health, Housing and Human Services



COPY

Cindy Becker
Director

August 2, 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 260 Thunderbird Street 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 NSP2 funds will be in the form of a no-interest deferred-payment loan in the amount of \$108,000. The HOME funds will be in the form of a no-interest loan in the amount of \$130,000. 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.

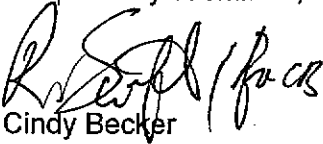
Under the community land trust model of homeownership, CCLT will retain ownership of the land and sell the rehabilitated home at a reduced price to an eligible low-income household. The homeowner and CCLT will enter into a 99-year land lease which will be recorded in the records of Clackamas County.

The total amount of the purchase and rehabilitation project is \$238,000. 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. 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,

A handwritten signature in black ink, appearing to read 'C. Becker' with a stylized flourish at the end.

Cindy Becker
Director

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

CLACKAMAS COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP2)
LOAN AGREEMENT

NSP2 Homeownership Project: 260 Thunderbird Street, Molalla

This Loan Agreement ("Agreement") is entered into between Clackamas Community Land Trust, an Oregon non-profit corporation ("CCLT") and Clackamas County ("County"), a member of a consortium of Oregon counties receiving funding under the Neighborhood Stabilization Program 2 (NSP2), to set forth the parties' agreements related to County's loan of NSP2 Funds to CCLT ("Loan"). The Loan is evidenced by a corresponding Promissory Note, Line of Credit Instrument Trust Deed, and Declaration of Land Use Restrictive Covenants, all of which are incorporated in this Agreement by this reference (and all of which incorporate by reference all three other documents). Collectively, these four documents are the "Loan Documents."

This Agreement also includes the following attachments:

- | | |
|-------------------------------|--|
| A. Legal Description | E. Affirmative Marketing and MBE/WBE Outreach Requirements |
| B. Sources and Uses | F. Project Reporting and Documentation |
| C. Schedule of Tasks | G. Land Lease Between CCLT and Homebuyer |
| D. Affordability Requirements | |

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

1. **DEFINITIONS.** Capitalized terms in this Agreement and in the other Loan Documents have the following definitions:
 - a. **Annual Income.** Census long-form definition of "Annual Income" found at 24 CFR 92.203(b)(2) will be used to determine whether a Household is an Eligible Homebuyer.
 - b. **Affordability Requirements.** The Affordability Requirements are the restrictions on purchase/sale price of the NSP2 Unit and Homebuyer's incomes set forth in this Agreement.
 - c. **Community Land Trust Model of Homeownership.** The Community Land Trust ("CLT") Model of Homeownership means that the CLT ("CCLT") owns the Land and the Homebuyer owns the NSP2 Unit on the Land. The CLT retains ownership of the Land in perpetuity and leases it to the Eligible Homebuyer under a 99-year Land Lease for a nominal fee, and in turn the Eligible Homebuyer agrees to sell the NSP2 Unit to another Eligible Homebuyer at a restricted price to assure future affordability of the NSP2 Unit.
 - d. **Eligible Homebuyer.** To be an Eligible Homebuyer under the NSP2, the Homebuyer must be a US Citizen, Non-Citizen National, or Qualified Alien and the Annual Income of the Homebuyer's household cannot exceed 120% of area median income.
 - e. **Eligible Property.** An eligible property is one that is:
 - i. Located in a HUD-designated high-need census tract for the NSP2 in Clackamas County;
 - ii. Meets the current definition of a foreclosed single family dwelling for the NSP2; and
 - iii. Purchased for a sales price that is discounted at least 1% below the fair market value based on a qualified appraisal.
 - f. **Homeownership.** Homeownership is defined at 24 CFR 92.2 to include ownership in fee simple of a 1-unit dwelling.
 - g. **Homebuyer.** The person or persons who purchase the NSP2 Unit including the initial and any subsequent purchaser of the NSP2 Unit.
 - h. **HUD.** The U.S. Department of Housing and Urban Development.
 - i. **Initial Sale.** CCLT's first sale of the NSP2 Unit to a Homebuyer is the Initial Sale.
 - j. **Land.** The Land is described in the Legal Description set forth in **Attachment A**. CCLT plans to retain ownership of the Land and lease it to the Homebuyers who purchase the dwelling unit on the Land.

- k. **Land Lease.** CCLT's 99-year lease of its Land to Homebuyer containing occupancy requirements and restrictions on sale and transfer.
- l. **Median Income.** Median Income refers to the median income for Clackamas County, adjusted for family size, as published periodically by HUD.
- m. **NSP2-Assisted Unit or NSP2 Unit:** An NSP2-Assisted unit or NSP2 unit is a single-family dwelling unit described in the Legal Description set forth in **Attachment A** that CCLT will acquire, rehabilitate, or otherwise assist with NSP2 Funds.
- n. **NSP2 Funds.** NSP2 Funds means the principal amount of County's NSP2 Loan to CCLT under this Agreement. See Section 3 below.
- o. **NSP2, NSP2 Funds, and NSP2 Regulations.** The Neighborhood Stabilization Program 2 (NSP2) is authorized under the American Recovery and Reinvestment Act of 2009 (Recovery Act), Public Law 111-005. Clackamas County is a Consortium Member and the State of Oregon Housing and Community Services (OHCS) is the Lead Member of a consortium of Oregon counties receiving NSP2 funding. The purpose of the NSP2 is to redevelop foreclosed properties that might otherwise become blighted. NSP2 and or NSP2 regulations, including regulations promulgated by HUD or OHCS related to NSP2, shall prevail if any provision in the Loan Documents conflict with NSP2 Regulations.
- p. **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. The Initial Period of Affordability shall be 15 years. The Extended Period of Affordability shall begin at the end of the Initial Period of Affordability and end when the NSP2 Funds for the Project are paid in full.
- q. **Project:** The Project is CCLT's purchase of the Land and 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-, Moderate- or Middle-Income Household while retaining ownership of the Land, and the subsequent monitoring of the NSP2 Unit to ensure use and transfers are consistent with the Land Lease, CCLT's CLT Model of Homeownership, and the requirements of this Agreement. The Project is located at:

260 Thunderbird Street, Molalla, OR 97038

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

- r. **Project Completion Date:** The date when the following are complete:
 - i. CCLT has completed all rehabilitation work.
 - ii. CCLT has sold the NSP2 Unit to an Eligible Homebuyer and recorded the Land Lease or Memorandum of Land Lease
 - iii. Homebuyers have moved into the home.
 - iv. County has disbursed the final NSP2 drawdown to CCLT.
 - v. OHCS has entered the Project completion information into HUD's DRGR information system.

2. NSP2 REGULATIONS

CCLT agrees to comply with the applicable NSP2 Regulations and with the other requirements of the Loan Documents.

3. SOURCES AND USES OF FUNDS; SCHEDULE OF TASKS

- a. **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.
- b. **Attachment C** identifies the Schedule of Tasks to be undertaken in order to complete the Project

4. NSP2 FUNDS AMOUNT AND PURPOSE; LOAN TERMS

- a. **Amount and Purpose.** County shall loan NSP2 Funds up to the amount of **ONE HUNDRED EIGHT THOUSAND dollars \$108,000.00** to CCLT for the Project.
- b. **Interest.** The loan is a zero percent interest, deferred payment loan. CCLT is not required to pay interest on the principal.
- c. **Maturity Date.** CCLT shall pay the entire principal of the loan by December 31, 2062, except that County may extend the Maturity Date if CCLT is complying with all terms of this Agreement.
- d. **Repayment.**
 - i. CCLT will utilize the proceeds from the Initial Sale of the Unit to pay the following:
 1. All Project costs (including the Developer Fee) as identified in Attachment B; then,
 2. The entire amount of HOME Program Funds borrowed from Clackamas County; then,
 3. Any excess sale proceeds to repay a portion of the NSP2 Funds owed to the County pursuant to these Loan Documents.
If the Unit becomes a lease-purchase or a rental Unit, CCLT may delay repayment of a pro-rata portion of the Loan until the 60th day after it sells the Unit.
 - ii. CCLT is not required to pay any remaining principal until the *Maturity Date* except in the event that CCLT defaults on the loan.
- e. **Events of Default.** In the event of default, either party may pursue any legal or equitable remedy available to it. Without limiting the foregoing, if CCLT does not comply with the Affordability Requirements at any time during the term of this Loan, County may declare the entire amount of the Loan due and payable at once. CCLT shall pay the remaining principal immediately upon any of the following occurring before the Maturity Date:
 - i. CCLT sells the Land.
 - ii. CCLT transfers title to the Land. (The sale of the NSP2 Unit to an Eligible Homebuyer does not constitute a transfer of title to the Land.)
 - iii. The NSP2 Unit is sold to a buyer who is not an Eligible Low- to Middle-Income Income Household or for a price which does not meet the Affordability Restrictions outlined in Section 7.
 - iv. An Eligible Homebuyer does not occupy the NSP2 Unit as its primary residence.
 - v. Upon any other change in use of the Land or NSP2 Unit.
 - vi. CCLT defaults on its obligations under any of the Loan Documents, provided that County shall give CCLT notice of the default and a thirty (30) day opportunity to cure the default before declaring the loan due and payable.
- f. **Loan Documents:** The loan shall be evidenced by this Agreement, a Promissory Note, a Trust Deed, and a Declaration of Land Use Restrictive Covenants, all of which together are incorporated by reference into this Agreement and are referred to collectively as the "**Loan Documents.**"
- g. **Recording Requirement:** CCLT agrees to record the Trust Deed and the Declaration of Land Use Restrictive Covenants, promptly after signing the Promissory Note.

5. AFFORDABILITY REQUIREMENTS

- a. CCLT shall market the NSP2 Unit to Low-, Moderate and Middle-Income Households through a variety of media with the goal of reaching the broadest cross-section of potentially Eligible Homebuyers.
- b. CCLT shall transfer the NSP2 Unit to an Eligible Homebuyer and ensure that all subsequent transfers of the NSP2 Unit are to Eligible Homebuyers.
- c. CCLT shall determine that the Eligible Homebuyer is a member of an Eligible Low-, Moderate- or Middle-Income Household at the time the Homebuyer purchases the NSP2 Unit.
- d. CCLT shall determine and document the Annual Income to determining whether a Household contains an Eligible Homebuyer.
- e. CCLT shall operate the Project to meet the requirements of affordable homeownership housing at 24 CFR 92.254(a)(2)(iii).

- f. CCLT shall set the initial and any subsequent purchase/sale price for the NSP2 Unit which shall not be more than the lesser of:
 - i. The actual cost to purchase and rehabilitate the Project; or
 - ii. The "unrestricted" leasehold value of the Project, i.e. the value based on an after-rehab appraisal of the leasehold value of the Land and the NSP2 Unit without affordability restrictions on transferees, occupancy, resale and other related restrictions.
- g. CCLT shall restrict any subsequent sale to comply with the Land Lease resale formula.
- h. CCLT shall enforce its Land Lease so that not only the original Homebuyer but all subsequent buyers:
 - i. Are certified as an Eligible Homebuyer; and
 - ii. Assume the remaining period of time on the Initial Period of Affordability.

6. CCLT RESPONSIBILITIES

- a. Property Acquisition: CCLT will acquire an Eligible Property for the Project. The Purchase Agreement must make the sale contingent upon:
 - i. Compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA).
 - ii. Compliance with the NSP2 Appraisal requirements.
 - iii. Compliance with the Protecting Tenants at Foreclosure Act, Title VII of the Helping Families Save their Homes Act of 2009 (PTFA).
 - iv. Completion of an Environmental Review under 24 CFR Part 58.
 - v. Location in a designated high-need census block group.
 - vi. Access to property for inspections and bidding.
 - vii. A determination by the County's Rehab Advisor that the rehabilitation of the property is economically feasible.
 - viii. Compliance with Lead Hazard rules for homes built prior to 1978.
- b. Property Rehabilitation: CCLT will rehabilitate the NSP2 Unit to bring it into compliance with the Property Standards outlined in Section 10.
 - i. Bidding and Contracting:
 - 1. CCLT will use the Worklist Specifications prepared by the Rehab Advisor to solicit bids from at least three licensed Oregon General Contractors for the rehabilitation portion of the Project.
 - 2. CCLT will use the Owner-Contractor Contract provided by the County to enter into a construction contract with a General Contractor for the rehabilitation portion of the Project
 - 3. The bid of the contractor selected must be within 10% of the Rehab Advisor's cost estimate.
 - 4. The General Contractor hired by CCLT shall be licensed, bonded and registered with the State of Oregon under a valid Construction Contractors Board (CCB) number.
 - 5. The General Contractor hired by CCLT shall be trained and certified as required by HUD, EPA and Oregon in Lead Safe Work Practices or be a licensed Lead Abatement Contractor if the property has lead-based paint or lead-based paint hazards.
 - ii. Construction Reports & Recommendations:
 - 1. CCLT will submit all reports and recommendations concerning construction to the County for its approval.
 - iii. Modifications to the Construction Contract:
 - 1. All modifications to the construction contract shall be in writing using a change order approved by CCLT, the County and the Contractor.
- c. Sale of HOME Unit to Homebuyer. CCLT will:

- i. Provide homebuyer education to prospective buyers that meet the curriculum approved by the NSP2.
- ii. Assist prospective buyers in locating sources of leasehold mortgage financing.
- iii. Determine and document the Annual Income, as defined in Section 1(a), of the initial Homebuyer and any subsequent Homebuyers at the time of purchase.
- iv. Sell the housing unit to an Eligible Homebuyer as defined in Section 1(d) under the Community Land Trust Model of Homeownership as defined in Section 1(c).
- v. Enter into its 99-year Land Lease agreement with the Eligible Homebuyer to assure future affordability of the NSP2 Unit and to meet the definition of Homeownership and record the Land Lease or a Memorandum of Land Lease in the records of Clackamas County.
- vi. Determine who is occupying the NSP2 Unit at least annually to ensure that the lessees continue to occupy the NSP2 Unit as their principal residence during the Period of Affordability.

7. COUNTY RESPONSIBILITIES

- a. Initial Property Inspection. Prior to submitting any offer to purchase, CCLT will ask a Rehabilitation Advisor with the Clackamas County Housing Rehabilitation Program to conduct an initial inspection of the Project to determine whether it is economically feasible. That determination will take into account the extent of work needed and the presence of environmental hazards including those related to lead-based paint (if the dwelling unit was constructed prior to 1978), septic systems, heating oil tanks and mold.
- b. Property Acquisition. If the Rehab Advisor determines that the Project is economically feasible, Clackamas County will provide NSP2 Funds to CCLT to purchase the Project.
- c. Rehab Process:
 - i. Environmental Review: Rehab Advisor will request an Environmental Review of the Property as described in Section 15.
 - ii. Required Inspections:
 1. LBP Evaluation: Rehab Advisor will order the appropriate lead evaluation if the dwelling unit was constructed prior to 1978.
 2. Energy Audit: Rehab Advisor will order an Energy Audit by Clackamas County Weatherization.
 3. Full Home Inspection: Rehab Advisor will order a Full Home INSP2ection as directed by CCLT.
 4. Pest & Dry Rot Inspection: Rehab Advisor will order a Full Home INSP2ection as directed by CCLT.
 5. Property Standards Inspection: Rehab Advisor will conduct a Property Standards inspection
 - iii. Additional / Possible Inspections:
 1. Oil tank locate & inspect
 2. Sewer line scope
 3. Septic tank & lines inspect
 4. Radon short test
 5. Asbestos testing
 6. Well water testing
 - iv. Bid Packet / Worklist Specifications: Rehab Advisor will prepare a Bid Packet that includes worklist specifications for the rehabilitation work on the Project. The worklist specifications will be written to ensure that, upon completion of the rehabilitation work, the Project will:
 1. Meet requirements outlined in Section 8; and

2. Be reasonably maintainable by future owners.
- v. Cost Estimate: Rehab Advisor will prepare a cost estimate for the rehabilitation portion of the Project.
- vi. Conduct a Bid Conference: Rehab Advisor will contact the contractor(s) selected to bid by CCLT and conduct a Bid Conference using the Bid Packet for the rehabilitation portion of the Project.
- vii. Bid Review: Rehab Advisor will review bids with CCLT.
- viii. Contract with Contractor: Rehab Advisor will prepare an Owner-Contractor Contract for use by CCLT. The contract between CCLT and the Contractor will provide protections for the County against apparent defects and deficiencies in the permanent work constructed by the Contractor.
- ix. Pre-construction Conference: Rehab Advisor will conduct a Pre-construction Conference with the General Contractor and CCLT.
- x. Progress Inspections: Rehab Advisor will conduct progress inspections of the rehabilitation portion of the project.
- xi. Progress Payments: Rehab Advisor will review and approve progress payment requests from the General Contractor.
- xii. Final Inspection: Rehab Advisor with CCLT will conduct a final inspection after the rehabilitation work is completed to verify that:
 1. All of the work is completed;
 2. All final inspection certificates and lien waivers have been submitted, and
 3. All units meet the property standards outlined in Section 10.

8. PROPERTY STANDARDS AND WORK PRIORITIES

Upon completion of the rehabilitation, the Project must meet all of the applicable:

- a. Property Standards in 24 CFR 92.251
- b. Lead Based Paint requirements at 24 CFR 92.355 if constructed prior to 1978.
- c. Clackamas County Community Development Housing Rehabilitation Program Rehabilitation Standards for the current Program Year.
- d. Residential Rehabilitation Work Priorities:
 - i. Health, Safety and Code Violations -Required
 - ii. Incipient Code Violations -Required
 - iii. Property Standards - Required
 - iv. Energy Efficiency Criteria - Required
 - v. Green building Practices - Recommended
 - vi. General Property Improvements - Recommended

9. TERMINATION OF THIS AGREEMENT.

- a. In the event of termination of this Agreement prior to the completion of the Project, where no benefit results to low-income persons, CCLT shall return to the County, upon demand, all NSP2 funds paid to the CCLT for the Project.
- b. In the event of termination of this Agreement for gross negligence, fraud or other serious breach of this Agreement or the Regulations, CCLT shall pay to the County, upon demand, all NSP2 funds paid to CCLT for the Project.

10. DISBURSEMENT OF FUNDS, REPORTING AND INSPECTIONS

- a. CCLT agrees to request NSP2 Funds under this Agreement only when it needs the NSP2 Funds to pay specific eligible costs and only in amounts needed to pay such costs.
- b. CCLT shall attach to payment requests:
 - i. Copies of document showing charges for actual, eligible expenses and
 - ii. A monthly progress report that describes the activities completed during the reporting period and those anticipated to be completed in the next period.
- c. The County shall determine if CCLT has completed the activities for which it requests payment to County's satisfaction before County makes payment. County will make payments only for activities CCLT has completed which the County approves.
- d. The County has the authority to inspect and, if necessary, stop CCLT's rehabilitation work if, in the County's sole judgment, CCLT is not performing the work in conformance with the specifications, the terms of this Agreement, or NSP2 Regulations. CCLT shall provide the County such information as the County may require regarding costs incurred, percentage completion, work process, and status.
- e. The County will not disburse any NSP2 funds until all the Loan Documents are signed.
- f. The County will withhold five percent of NSP2 funds until the project is completed and CCLT has provided the documents listed in Attachment F.

11. INDEMNIFICATION AND INSURANCE

- a. CCLT agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands, except when due to the County's sole negligence, arising from performance of this agreement.
- b. CCLT shall maintain insurance coverage on the Project as follows:
 - i. During the acquisition/rehabilitation phase of the Project, CCLT shall maintain all-risk property insurance in the amount of the full replacement value of the property and commercial general liability insurance in the minimum amount of \$1,000,000. CCLT shall provide County proof of insurance in the required amounts upon request by the County. CCLT shall give County no less than 30 days notice of cancellation, nonrenewal or material change of Owner's insurance.
 - ii. The General Contractor hired by CCLT shall obtain at Contractor's expense, and keep in effect during the term of the contract, at least the minimum insurance and bond required by Oregon Law and the Oregon Construction Contractors Board.
 - iii. The insurance coverage outlined above shall include the County as an additional insured. Such insurance shall provide 30 days' written notice to the County in the event of cancellation, nonrenewal, 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. The insurance company will provide written notice to the County within thirty (30) days after any reduction on the general annual aggregate limit.
 - iv. Upon request by the County, CCLT will require the Contractor to furnish the County evidence of the insurance required above.
- c. After the sale of the NSP2 Unit to the Homebuyer CCLT shall ensure that Homebuyers maintain the insurance coverage as required in the Land Lease and Paragraph 1.12 of the Trust Deed.

12. AFFIRMATIVE MARKETING

The Owner must implement and follow the adopted Affirmative Marketing Plan of the County, Attachment E. The Owner must maintain records evidencing compliance with the Plan.

13. MINORITY/WOMEN'S BUSINESS

In accordance with Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), the County has adopted procedures and requirements for NSP2 Projects for the purpose of encouraging the use of minority and women's business enterprises. The Owner certifies that it will follow and implement the adopted procedures and requirements in **Attachment E**.

14. NON-DISCRIMINATION

- a. CCLT must comply with all applicable federal, state, and local laws prohibiting discrimination on the basis of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental or physical handicap, or other protected class. These requirements apply to both employment opportunities and the provision of housing and are specified in:
 - i. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 200d et seq.);
 - ii. Title VI; Civil Rights Act of 1968, Title VIII, as amended;
 - iii. Equal Employment Opportunity, Executive Order 11246, as amended;
 - iv. Section 3 of the Housing and Urban Development Act of 1968;
 - v. Section 504 of the Rehabilitation Act of 1973;
 - vi. The Fair Housing Act of 1988 (42 U.S.C. 3601-3620);
 - vii. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259);
 - viii. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); and
 - ix. Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- b. CCLT must maintain data on the extent to which each racial and ethnic group and single-headed household (by gender of head of household) have applied for homeownership of the Project units.

15. ENVIRONMENTAL REVIEW

- a. The effects of each activity related to the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in 24 CFR Parts 50 and 58.
- b. Prior to undertaking any activity with respect to the Project which will directly or indirectly cause any change to the natural or man-made environment, regardless of whether such activity is to be funded by the NSP2 Funds, the Owner must comply to the extent applicable with the regulations found at 24 CFR Part 58, and complete all applicable environmental review and clearance requirements as provided in 24 CFR 58.5.
- c. CCLT must comply with Section 106 of the National Historic Preservation Act of 1966, as amended, to the extent applicable by submitting to the County, Form ERR - Historic Compliance Request and the form titled "Determination of Eligibility" prior to initiating any proposed activity. CCLT must also provide all other necessary information and data upon reasonable request of the County in order that the County may maintain the required environmental review records.
- d. CCLT may not use any of the NSP2 Funds for acquisition or construction in identified special flood hazard areas unless the Project is subject to the mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973.
- e. CCLT must not proceed with or commit any funds toward construction of the Project until it receives approval from the County acknowledging that all environmental review and clearance requirements have been met.
- f. In the event that changes or modifications to the approved activities are necessary, CCLT must, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the County for the purpose of updating the environmental review record.

16. CONTRACTOR DEBARMENT AND SUSPENSION

In order to comply with the requirements of 24 CFR Part 24, CCLT must obtain a certification guaranteeing that no participants in lower tier covered transactions, having to do with the Project financed in whole or in part by the NSP2 Funds, are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal Projects.

17. SECTION 3 REQUIREMENTS

Section 3 of the Housing and Urban Development Act of 1968, as amended, applies to:

- Projects for which HUD's share of the project cost exceeds \$200,000; and
- Contracts and subcontracts awarded on projects for which HUD's share of project costs exceeds \$200,000 and the contract or subcontract exceeds \$100,000.

Section 3 requires that to the greatest extent feasible opportunities for training and employment in connection with planning and carrying out the Project be given to low-income residents of the Project area, and contracts for work

in connection with the Project be awarded to business concerns, including but not limited to individuals for firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the Project area.

18. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT

CCLT must comply with all the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601-4655).

19. CONFLICT OF INTEREST

24 CFR Part 570.489 (h) regarding Conflict of Interest provisions shall apply to this Project. No director, officer, employee, agent or consultant of CCLT may occupy a NSP2-Assisted Unit in the Project.

20. RECORDS

- a. CCLT must keep such records as are necessary to demonstrate compliance with all parts of this Agreement and all the requirements it incorporates by reference.
- b. Record Retention Periods
 - i. CCLT shall retain:
 - ii. All written agreements into which it enters related to the Project for five years after the Agreement terminates.
 - iii. All records covering displacement and acquisition for five years after the date by which all persons displaced from the Property and all persons whose property is acquired for the Project have received the final payment to which they are entitled under 24 CFR 92.353.
 - iv. All records that are the subject of audit findings for three years after such findings have been resolved.
 - v. All records for non expendable property for three years after its final disposition. Non expendable property is defined in 24 CFR Part 84.
 - vi. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- c. Access to Records. CCLT shall grant access to HUD, the Comptroller General of the U.S., the County, and any of their duly authorized representatives, to inspect, copy, audit, and examine all any pertinent books, documents, papers or other records relating directly to CCLT's receipt and disbursement of NSP2 Funds at all reasonable times in order to make audits, examinations, excerpts or transcripts, or otherwise determine compliance with NSP2 Regulations.

21. ATTORNEY FEES

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the Bankruptcy laws of the United States) is instituted in connection with any controversy arising out of this Agreement or any of the other Loan Documents, or to interpret or enforce the terms and provisions of this Agreement or any of the other Loan Documents, the prevailing party shall be entitled to recover its attorneys' fees and all other costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

22. WAIVER

Failure by either party to enforce any right under this Agreement shall not be deemed to be a waiver of that right or of any other right.

23. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of each party; however, CCLT shall not assign or transfer its interests in the Project except as permitted by this Agreement or County's prior written consent.

24. AUTHORITY TO SIGN

Each party signing this Agreement, and the other Loan Documents, represents that it has full power and authority to enter into this Agreement, and the persons signing this Agreement for such party, if such party is not an individual, have full power and authority to sign for such party and to bind it to this Agreement, and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with the Loan Documents. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

25. LIAISON RESPONSIBILITY.

Steve McDowell will act as liaison from CCLT; Gloria Lewton will act as liaison from the County; and Kathy Rock will act as the County's Rehab Advisor.

26. EFFECTIVE DATE

The Effective Date of this Agreement is the date it is signed by all parties.

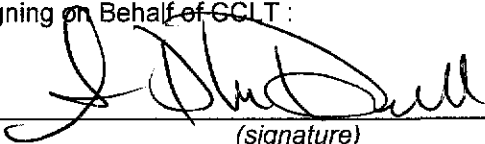
CCLT :

Name: Clackamas Community Land Trust
Address: 5427 Glen Echo Avenue
Gladstone, OR 97027

CLACKAMAS COUNTY:

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

Signing on Behalf of CCLT :



(signature)

Printed Name: Steve McDowell
Title: Executive Director
Federal Tax ID: 93-1262940
Phone: 503-659-1618

7/19/2012

Date

Signing on Behalf of the Board

(signature)

Cindy Becker
Director, Health Housing and Human Services

Date

August 2, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Amendment #9 to a Revenue Professional Services Contract #02-0803CTC with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance for Vehicles Operated by Members of the Clackamas County Transportation Consortium

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #9 to Revenue Professional Services Contract #02-0803CTC with Ride Connection, Inc. to provide funding for vehicle maintenance for vehicles operated by members of the Clackamas County Transportation Consortium. This contract will provide funding to reimburse members of the Clackamas County Transportation Consortium for the routine maintenance of vehicles used for transportation services provided to seniors and persons with disabilities from July 1, 2012 through June 30, 2013

The goal in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services enable them to live independently in their own homes for as long as possible.

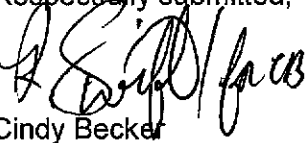
Ride Connection, Inc., as initiator of this contract, chose to sign after obtaining contract approval and signature from Clackamas County. Ride Connection could not release contracts/amendments to its sub-contractors until its funding source, TriMet, released their contract. This resulted in the delay of Ride Connection sending out its contracts/amendments for FY12/13.

The total amount of the amendment #9 is \$49,739.06; for a total contract of \$265,178.12. No County General Funds are involved. This amendment is effective July 1, 2012, through June 31, 2013.

Recommendation

We recommend the approval of this agreement 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 Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

RIDE CONNECTION, INC.
CONTRACT MODIFICATION # 9

Contract No: 02-0803CTC

This Modification is written to make the following changes to Contract No. 02-0803CTC between Ride Connection, Inc., (hereinafter "RIDE CONNECTION") and Clackamas County Department of Human Services Division, (hereinafter "Contractor").

- 1) Paragraph (1) TERM of the contract is hereby extended from July 1, 2012 to June 30, 2013.
- 2) Exhibit B1 is replaced by Exhibit B1 dated 7/1/12, attached hereto and incorporated by reference
- 3) Exhibit D1 is replaced by Exhibit D1 dated 7/11/2012, attached hereto and incorporated by reference.
- 4) A maximum amount of \$49,739.06 shall be added to this contract to be used for Preventative Maintenance of the vehicles during the term of this contract, broken down as follows:

Partner:	Funding Source:	Amount:	Match Requirement:
Canby Adult Center	ODOT	\$2602.17	\$297.83
Estacada Community Ctr	ODOT	\$2602.17	\$297.83
Gladstone Senior Center	ODOT	\$5204.34	\$595.66
Hoodland Senior Center	ODOT	\$2602.17	\$297.83
Milwaukie Senior Center	ODOT	\$10,408.68	\$1191.32
Molalla Senior Center	ODOT	\$5204.34	\$595.66
Pioneer Community Center	ODOT	\$10,408.68	\$1191.32
Sandy Senior Center	ODOT	\$2602.17	\$297.83
Transportation Reaching People	ODOT	\$5204.34	\$595.66
Transportation Reaching People	New Freedom	\$2900	\$0

All other terms and conditions of the original contract remain in full force and effect.

Date: _____

By: _____

Robert Ueland, President
Services
Ride Connection, Inc.
847 NE 19th Ave, Suite 200
Portland, Oregon 97201

Federal Tax Identification Number: 93-0502822
Agency's designated contact is: Stefanie Reid

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 Dept.

Date

August 2, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

**Approval of Revenue Contract Modification #3 with
Ride Connection, Inc. to Provide Funding for Rides Provided in Tri Met District
Rides by Members of the Clackamas County Transportation Consortium**

The Social Services Division of the Health, Housing, & Human Services Department requests approval of revenue contract number 10-0251CCSSD Modification #3 with Ride Connection, Inc. to provide funding for rides inside the TriMet district provided by members of the Clackamas County Transportation Consortium. This contract will provide continued funding to reimburse members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities during fiscal year 2012-13.

The goal in providing these transportation services is to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, and to medical and other appointments.

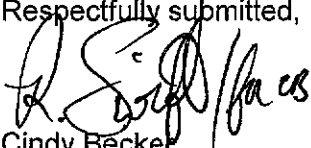
This contract is late due to Ride Connection not being able to release contracts/modifications to its sub-contractors until its funding source, TriMet, released their contract. This resulted in the delay of Ride Connection sending out its contracts/ modifications for FY12-13.

This modification is for \$173,083 for a new contract total of \$682,548. No County General Funds are involved. The original contract was approved by County Council on October 1, 2009. This amendment is effective July 1, 2012, through June 30, 2013.

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 Brenda Durbin, # 503-655-8641

Healthy Families. Strong Communities.

RIDE CONNECTION, INC.

CONTRACT MODIFICATION #3

Contract No: 10-0251CCSSD

This Modification is written to make the following changes to Contract No. 10-0251CCSSD between Ride Connection, Inc., (hereinafter "RIDE CONNECTION") and Clackamas County Department of Human Services Division, hereinafter "Contractor").

- 1) Paragraph (4) COMPENSATION of the contract maximum amount shall be \$682,548 in lieu of \$504,273 for an increase of \$178,275.
- 2) Paragraph (1) TERM of this contract is hereby extended from July 1, 2012 to June 30, 2013.
- 3) Exhibit B dated 7/1/2011 is replaced by Exhibit B dated 7/1/2012, attached hereto and incorporated by reference.

All other terms and conditions of the original contract remain in full force and effect.

Date: _____

By: _____

Robert Ueland, President
Ride Connection, Inc.
847 NE 19th Ave., Suite 200
Portland, OR 97232

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

Signing on Behalf of the Board

Federal Tax Identification Number: 93-6002286
Agency's designated contact is: Stefanie Reid,
Clackamas County Commissioner(s):

Cindy Becker, Director
Health, Housing, and Human Services Dept.

Date

RIDE CONNECTION, INC.
Scope of Service
Contract No: 10-0251CCSSD

The goods and/or services to be provided by the Contractor include, but are not limited to the following:

- A Provide 3900 one-way rides per month to eligible individuals.
- B Maintain a sufficient number of qualified approved volunteer drivers to meet or exceed the above mentioned ride goals.
- C Maintain a sufficient number of volunteer driver, escort and administrative hours to meet or exceed the above mentioned ride goals.
- D Recruit volunteer drivers to drive RIDE CONNECTION vehicle(s), or who are willing to provide proof of coverage if driving their own vehicle(s) and who will meet the criteria necessary to allow them to drive for a RIDE CONNECTION program.
- E The allocation of the \$178,275.00 provided under Paragraph (4) COMPENSATION for performance of services is as follows:
 - a. For Volunteer and Community Based Service—
The total reimbursement for this service will not exceed \$178,275.00.
- F Provide one-way rides to ADA eligible individuals who have been specifically referred by Ride Connection.
- G Coordinate Customer Information and Referral with the Ride Connection Service Center.
- H Participate with Ride Connection, TriMet and other providers in the development of an annual service plan specific to this contract.
- I Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities.
- J Share information on customers, trips, and destinations with Ride Connection, TriMet and other providers and jointly plan new services or service changes.
- K Coordinate outreach activities with Ride Connection, perform marketing and outreach to community points that are key destinations for older adults and people with disabilities and participate in Ride Connection sponsored events.
- L Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers or trip destination may be difficult for LIFT to serve or may require more personalized attention.
- M Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- N Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.

- O Provide Ride Connection with back up documentation for billing line items upon request.
- P Allow Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes.
- Q Notify Ride Connection immediately of unusual conditions that will affect the delivery of services.
- R Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- S Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- T Implement complaint/compliment procedures for individuals using community-based transportation.
- U Provide service throughout the contract term.

COPY

Cindy Becker, Director

August 2, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Professional Services Contract Amendment #2 with
John Epler and Associates for planning consultant services**

The Community Development Division of the Health, Housing and Human Services Department requests approval of a Contract Amendment #2 to a professional services contract with John Epler and Associates.

HUD requires that the Community Development Division complete Consolidated Plans to receive all federal formula grants including CDBG, HOME and ESG. Epler & Associates is currently contracted to provide planning services, research and all documentation needed to complete the Clackamas County Community Development Consolidated Plan required by HUD. Epler and Associates was selected as the planning consultant in April 2011 to complete the 9-month Consolidated planning process.

The first Epler contract amendment added the Analysis of Impediments to Fair Housing work to the Consolidated Plan contract. At the request of the Community Development staff, the planning consultant submitted a second proposal to amend the contract to include additional work to further expand the Consolidated Plan data collection work. With this second contract amendment the scope of the Analysis of Impediments to Fair Housing work will also be expanded to include facilitation of 3 Fair Housing focus group meetings, incorporate the results of a community fair housing survey and incorporate the results of a low-income housing focus group.

The 2 contract amendments total \$18,050 and increase the original contract by 41% to a new contract total of \$61,550. Community Development staff have deemed the additional cost as fair and reasonable to complete the additional work in both HUD required reports.

Financial Impact:

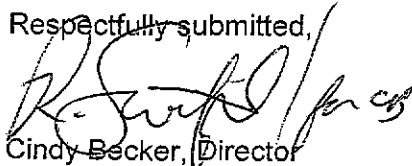
CDBG Funding (original)	\$43,500.00
CDBG Funding (amendment 1)	\$ 7,000.00
CDBG Funding (amendment 2)	\$11,050.00
New Contract amount	\$61,550.00

The Epler professional services contract was reviewed and approved by county counsel on May 4, 2011. This grant will not effect staffing, and no County general funds will be involved.

Recommendation:

We recommend that Cindy Becker be authorized to sign the Contract Amendment (#2) 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, 503-650-5664

Healthy Families. Strong Communities.

2051 Kaen Road #239, Oregon City, OR 97045 • Phone: 503-650-5697 • Fax: 503-655-8677 • www.clackamas.us



9

GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

08-03-12

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract of Web Press Printing and Mailing Services for *Citizen News*,
Going Beyond Green/Trash Talk and the *Discovery Guide***

Public and Government Affairs is the lead department under a newly developed plan to consolidate some county publications and collaborate to achieve cost savings and keep citizens informed on issues, initiatives and programs that benefit them.

As a result of this change, a request for proposal for printing and postage for *Citizen News*, *Trash Talk/Going Beyond Green* and *Discovery Guide* was distributed. Under the consolidation plan, *Citizen News*, *Trash Talk/Going Beyond Green* and *Dog Notes* will be consolidated into one publication going forward.

This consolidation was approved during the FY 2012-13 budget process. This contract covers printing and mailing services for the newly consolidated publications as well as *Discovery Guide*.

Eagle Web Press was lowest bidder for this contract for an amount not to exceed \$291,000. County Counsel has received and approved this contract.

Recommendation

Staff recommends that the Clackamas County Board of Commissioners approve the contract for printing with Eagle Web Press as the successful bidder.

Sincerely,

Gary Schmidt
Director, Public and Government Affairs

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

Placed on the board agenda August 2, 2012 by the Purchasing Division.



LANE MILLER
MANAGER

PURCHASING DIVISION

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

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

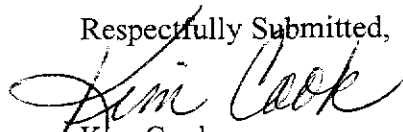
Please place on the Board Agenda of August 2, 2012 approval to enter into an Web Press Printing and Mailing Services for "Citizen News," "Going Beyond Green/Trash Talk," and the "Discovery Guide" with Eagle Web Press Company for Public and Government Affairs, Office of Sustainability and North Clackamas Parks and Recreation District. This project was requested by Gary Schmidt, PGA Director.

The term of this agreement runs through June 30, 2013, which includes an option to renew for (4) four additional (1) one-year periods. The potential amount of the web press printing and mailing services to purchase in FY2012/2013 is \$291,000.

Funds for this purchase are budgeted in FY2012/2013 in account lines in Public and Government Affairs for \$172,000, Office of Sustainability for \$89,000 and the North Clackamas Parks and Recreation District for \$30,000.

RECOMMENDATION: Approve Authorization to purchase Web Press Printing and Mailing Services from Eagle Web Press Company for Public and Government Affairs and delegate authority to the Public and Government Affairs Director to sign contract renewals.

Respectfully Submitted,


Kim Cook
Buyer

10



Dave Cummings
Chief Information Officer

INFORMATION SERVICES

INFORMATION SERVICES BUILDING
121 LIBRARY COURT | OREGON CITY, OR 97045

August 2, 2012

Board of Commissioners
Clackamas County

Members of the Board

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DAMASCUS AND CLACKAMAS COUNTY FOR GIS MAPPING AND DATA SERVICES

Attached are two original Intergovernmental Agreements between The City of Damascus and Clackamas County for contracting Geographic Information System (GIS) services to the City and developing GIS data sets and mapping products. This document describes the responsibilities of each party, compensation to the County, and general GIS data development guidelines.

This IGA establishes a cooperative effort between the City and County to develop mutually beneficial GIS data layers and provides a GIS analysis and mapping service to the City to assist them in their planning efforts while providing outside revenue to Clackamas County's Technical Services Department not to exceed \$20,000 annually.

This IGA benefits both the County and the City of Damascus. It provides mutually beneficial data to both organizations and conveys to the County ownership of the data.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the Intergovernmental Agreement between the City of Damascus and Clackamas County for GIS Mapping and Data Services. County Counsel has reviewed this document and affixed their signature for approval as to form.

Sincerely,

David Cummings
Director, Technology Services

For further information about this IGA, please contact Eric Bohard at 503-723-4814



11
Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

August 2, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AGREEMENT BETWEEN
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
CONVEYING AN ELECTRIC TRANSMISSION LINE EASEMENT

Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") is in the process of constructing a light rail system. The design of that system requires the use of a strip of land 20 feet wide on property owned by Clackamas County Service District No. 1 (District), which is currently not being utilized for any other specific purpose.

The District would like to grant Tri-Met an easement on the required portion of property to allow construction and maintenance of required power lines and signal or communication lines. The District and Tri-Met have agreed to the proposed terms of the easement, which details the corresponding rights and obligations of each party.

District counsel has reviewed the agreement as to form.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached agreement between Clackamas County Service District No. 1 and Tri-County Metropolitan Transportation District of Oregon conveying an Electric Transmission Line Easement.

Sincerely,

Michael S. Kuenzi, PE
Director

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

After recording return to:
Portland General Electric Company
Attn: Property Services
121 SW Salmon St, 1WTC-0401
Portland, OR 97204

ELECTRIC TRANSMISSION LINE EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Clackamas County Service District No. 1** ("Grantor") hereby conveys to **PORTLAND GENERAL ELECTRIC COMPANY** ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in **Clackamas County, State of Oregon**, being a strip of land twenty (20.00) feet in width within said Property, more particularly described in **Exhibit A and the Acquisition Sketch**.

TERMS, CONDITIONS, AND COVENANTS

1. PGE shall have the non-exclusive right to enter upon the Property and to erect, maintain, repair, rebuild, operate and patrol electric power lines and signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall include the erection of poles, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards.
2. The consideration acknowledged herein is accepted by the Grantor as full compensation for all damages incidental to this easement, including, but not limited to the value of all growing crops, brush, timber, or structures on the Property damaged or removed during any installation, repairs or reconstruction.
3. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantor shall not build or erect any structure or improvement upon, over or under the Property, except driveway or a fence not to exceed 6 feet in height, without the prior written consent of PGE, nor shall Grantor allow any encroachments which could interfere with or compromise PGE's ability to exercise its rights under this easement. In the event any such encroachment occurs, Grantor shall have no right to claim additional compensation based upon the removal or damage to the source of the encroachment.
4. Grantor represents, covenants, and Grantor is lawfully seized in fee simple title to the Easement; that Grantor has the unrestricted legal right and authority to grant this Easement and that no other party has an ownership interest in the Easement or any portion thereof (including the associated timer rights) whatsoever; and that the execution and performance of this Easement by Grantor will not breach any duty or obligation of Grantor; and Grantor shall forever indemnify and hold PGE harmless with respect thereto.
5. The Grantor warrants that it holds fee title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.
6. As used herein, the singular shall include the plural and vice versa.
7. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

Grantor's Initials: _____

Exhibit "A"

File 3692
Clackamas County

Parcel 1
1 1E 35DA 100

Portland-Milwaukie LRT Project
Jack Carlson, Otak, Inc., 9/19/2011
Amended:

Parcel 1-Permanent Easement for Electrical Transmission Lines

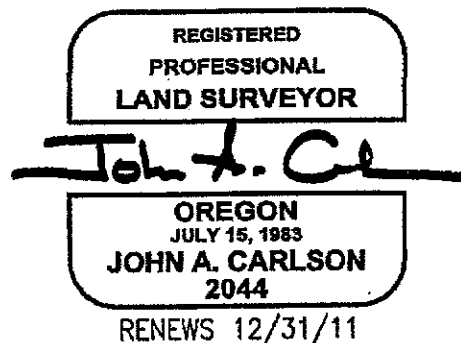
A 20.00 foot wide strip of land in the southeast one-quarter of Section 35, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, the said strip being a portion of that property described in that Warranty Deed to Clackamas County Service District No. 1, recorded on February 2, 1971 as Fee Number 71-2034, Clackamas County Deed Records; the centerline of said strip being more particularly describes as follows:

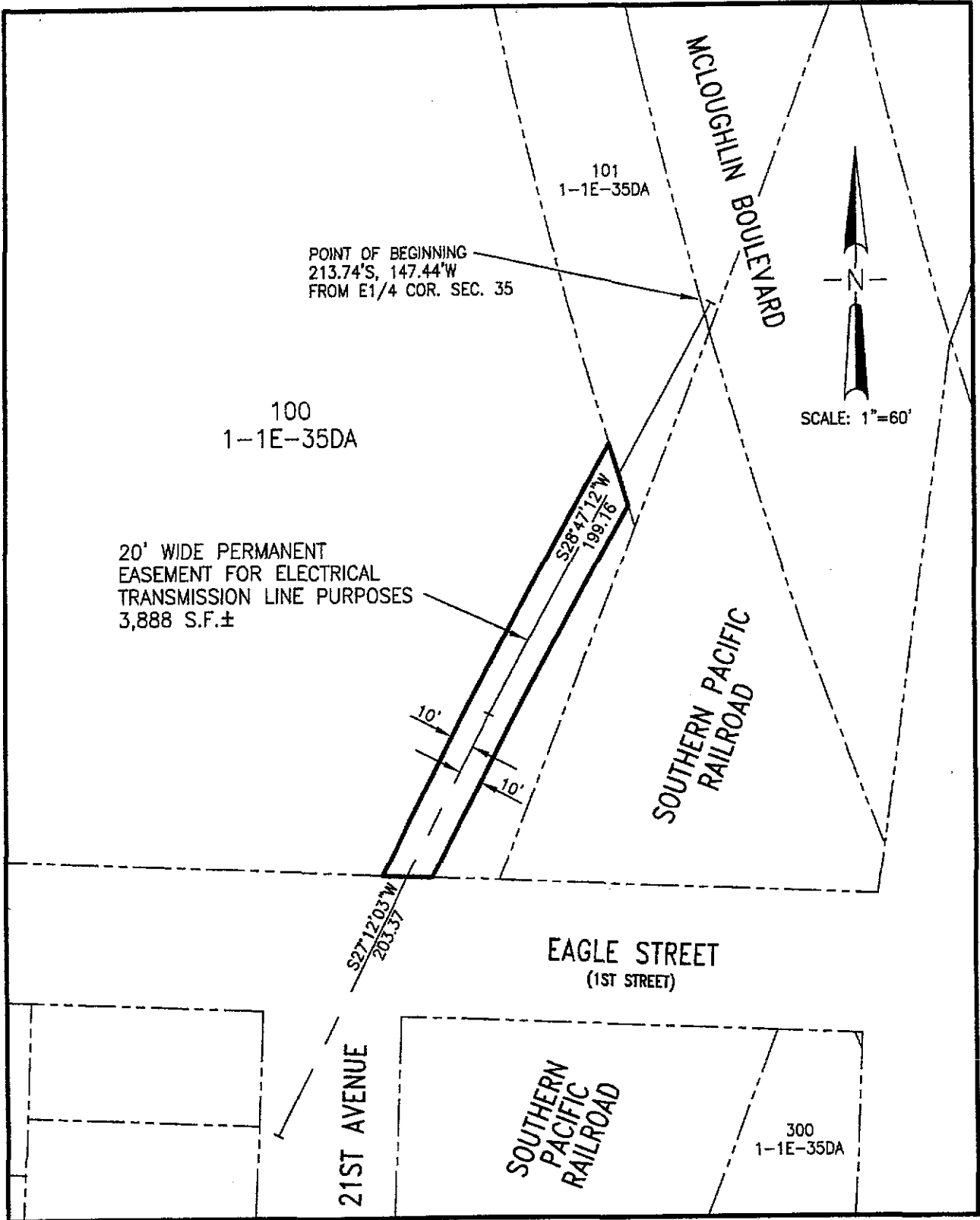
Beginning at a point which bears South, a distance of 213.74 feet, and West, a distance of 147.44 feet from the northeast corner of the southeast one-quarter of said Section 35; thence S.28°47'12"W., a distance of 199.16 feet; thence S.27°12'03"W., a distance of 203.37 feet to the terminus of this line.

The sidelines of this strip shall be shortened as necessary to meet the northeasterly and southerly lines of said Fee Number 71-2034 property.

The tract of land to which this description applies contains 3,888 square feet, more or less.

Bearings are based on the Oregon Coordinate System of 1983, north zone.





TRIMET
 CAPITAL PROJECTS
 AND
 FACILITIES DIVISION
 710 N.E. HOLLADAY STREET
 PORTLAND, OREGON 97232

ACQUISITION SKETCH
 PORTLAND TO MILWAUKIE LRT
 FILE NO. 3692

DATE	REVISION NO.	DRAWN BY	CHECKED BY
9/19/2011	000	JAC	GEP

otak

17355 S.W. BOONES FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)635-3618 FAX (503)635-5395



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

August 2, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN CLACKAMAS
COUNTY SERVICE DISTRICT NO. 1, TRI-CITY SERVICE DISTRICT, AND
PERKINS COIE LLP FOR LEGAL REPRESENTATION RELATING TO
THE BLUE HERON LAGOON SITE

Clackamas County Service District No. 1 and Tri-City Service District (Districts) recently purchased the former Blue Heron Treatment Facilities in West Linn. Blue Heron used the site to treat industrial wastewater. The site has an outfall to the Willamette River and an associated industrial NPDES permit. The NPDES permit is rated for discharges of up to 8 million gallons per day, which is approximately the same size as the Tri-City or Kellogg Creek wastewater treatment plants. The Districts interest in acquiring the site was to meet anticipated regulatory requirements, primarily temperature allocations associated with the sites NPDES permit.

Pursuant to the District efforts to acquire Blue Heron Treatment Facilities, the Districts engaged Perkins Coie LLP (Perkins Coie) under a previous contract, to assist staff in pre-acquisition support including: negotiating a prospective purchaser agreement with DEQ, research, petitions and other support as needed related to the NPDES permit.

With the acquisition of the Blue Heron Treatment Facilities, District staff will be working to transfer of the NPDES permit and the heat load associated with the outfall. As part the due diligence prior to acquiring the site, staff had on-going discussion with DEQ regarding the NPDES permit. DEQ has indicated its willingness to work with the District to transfer the NPDES permit and the approach for integrating the Blue Heron outfall as part of the Tri-City treatment plant's permit and the associated temperature allocation for the Districts use.

District staff desires additional legal support regarding the transfer, petition and/or trading of NPDES permit loads associated with the Blue Heron Lagoon permit. District staff has, negotiated a contract for Professional Services with Perkins Coie LLP for an amount not to exceed \$100,000 and the expenses associated are within the approved budget for the Blue Heron project.

Perkins Coie has developed intimate working knowledge of the Blue Heron project, the goals of the Districts, and is positioned to provide the most cost-effective legal counsel relating to the needs of the Districts and the required services. Chief Legal Counsel agrees this is in the best interest of the Districts.

Board of Commissioners
Aug. 2, 2012
Page 2

District Counsel has reviewed the agreement as to form.

RECOMMENDATION:

District staff respectfully recommends that:

- 1) The Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of Clackamas County Service District No.1 and the Tri-City Service District, approve the agreement for Professional Services between Perkins Coie LLP and Clackamas County Service District No.1, and the Tri-City Service District for legal services related to the Blue Heron Lagoon site.
- 2) Authorize the Director of Water Environment Services to execute the Agreement for an amount not to exceed \$100,000.

Sincerely,



Michael Kuenzi, PE
Director

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

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
AND
THE TRI-CITY SERVICE DISTRICT
FOR
LEGAL REPRESENTATION**

THIS AGREEMENT TO FURNISH PROFESSIONAL SERVICES (this "Agreement"), made and entered into on this 2nd day of August in the year 2012 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed under Oregon Revised Statutes ("ORS") 451 and the Tri-City Service District, a county service district formed under ORS 451 (together, the "DISTRICT") and Perkins Coie LLP, an Oregon limited liability partnership (the "PROFESSIONAL").

RECITALS

WITNESSETH: That whereas the DISTRICT has engaged the PROFESSIONAL to perform the professional services described on Exhibit A, as attached hereto and incorporated by reference (the "Services");

WHEREAS, PROFESSIONAL has assisted the DISTRICT in research, petitions and pre-acquisition support including prospective purchaser agreement procurement relating to the Blue Heron lagoon site and related NPDES permit under a previous contract; and

WHEREAS, PROFESSIONAL has developed an intimate working knowledge of the project and goals of the DISTRICT and is positioned to provide the most cost-effective legal counsel relating to the Services; and

WHEREAS, the DISTRICT now desires the PROFESSIONAL to provide additional legal support regarding the transfer, petition and/or trading of NPDES permit loads associated with the Blue Heron Lagoon permit, hereinafter called the "REPRESENTATION";

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

ARTICLE 1 - SERVICES OF THE PROFESSIONAL

The PROFESSIONAL agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the REPRESENTATION. DISTRICT and PROFESSIONAL recognize that PROFESSIONAL has already proceeded with certain aspects of the REPRESENTATION research and writing due to the time sensitive nature of the project, and agree that any work undertaken related to the REPRESENTATION is billable hereunder, whether such work

April 1, 2012 and through the present shall be accounted for and billed under this current Agreement.

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

The DISTRICT will:

- 2.1 Provide adequate information to the PROFESSIONAL regarding the DISTRICT's requirements for the REPRESENTATION.
- 2.2 Assist the PROFESSIONAL by making available all reasonably available information and technical data pertinent to the REPRESENTATION.

ARTICLE 3 - PROFESSIONAL'S RESPONSIBILITIES

3.1 The PROFESSIONAL agrees to represent the District with respect of the REPRESENTATION.

3.2 Standards of Performance

3.2.1 The standard of care for all professional services performed or furnished by PROFESSIONAL under this Agreement will be the care and skill ordinarily used by a competent member of PROFESSIONAL's profession.

3.2.2 PROFESSIONAL shall be responsible for the accuracy of its services and documents resulting there from, and DISTRICT shall not be responsible for discovering deficiencies therein. PROFESSIONAL shall correct such deficiencies without additional compensation, except to the extent such action is solely attributable to deficiencies in DISTRICT-furnished information.

ARTICLE 4 - REPRESENTATION MANAGER

4.1 DISTRICT's Project Manager

The DISTRICT's Project Manager is authorized to approve work and billings hereunder, approve subcontracting of work, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT's Project Manager shall be Chris Storey.

ARTICLE 5 - PAYMENTS TO PROFESSIONAL

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

5.1 Compensation

- 5.1.1 The DISTRICT agrees to pay the PROFESSIONAL an amount up to One Hundred Thousand and No/100 Dollars (\$100,000.00) for the Services as billed monthly. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) without prior written approval of the DISTRICT.
- 5.1.2 The PROFESSIONAL is entitled to no compensation for the correction or revision of any errors or deficiencies in the services provided.
- 5.1.3 The DISTRICT may withhold from payments due the PROFESSIONAL such sums as are necessary, in the DISTRICT's sole and absolute discretion, to protect the DISTRICT against any loss or damage which may result from negligence or unsatisfactory work by the PROFESSIONAL, the failure of the PROFESSIONAL to perform as required under this Agreement, or claims filed against the PROFESSIONAL or the DISTRICT relating to the PROFESSIONAL's services or work under this Agreement.

5.2 Billing and Payment Procedure

- 5.2.1 The PROFESSIONAL will provide monthly invoices to the DISTRICT for work performed during the preceding month. The invoices will be accompanied with a summary cost itemization. The PROFESSIONAL shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the PROFESSIONAL within 30 days of the DISTRICT's receipt of the PROFESSIONAL's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the DISTRICT's receipt of the PROFESSIONAL's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The DISTRICT or the PROFESSIONAL may terminate this Agreement at any time.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 hereof, the DISTRICT shall pay the PROFESSIONAL for work performed in accordance with the Agreement prior to the termination date.

6.3 Remedies

- 6.3.1 The DISTRICT shall be entitled to any equitable and legal remedies that may be available.
- 6.3.1 In the event of breach of this Agreement by the DISTRICT, then the PROFESSIONAL's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Additional Documents

- 6.4.1 Attached hereto as Exhibit A is the statement of the terms of the representation, including the requirement for a conflict waiver, to which the DISTRICT consents.
- 6.4.2 Attached hereto as Exhibit B is a statement of the billing practices of the PROFESSIONAL. To the extent there is any inconsistency or conflict between Exhibit B and the terms of this Agreement, the terms of this Agreement shall govern.

6.5 Oregon Law and Forum

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the DISTRICT and the PROFESSIONAL arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. The parties agree, however, to resolve any disputes between the parties in the manner described in Paragraph 6.22.

6.6 Workers' Compensation Coverage Requirements

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

656. The signing of this Agreement shall constitute the declaration of independent contractor status by the PROFESSIONAL.

6.6.1 The PROFESSIONAL will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.

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

6.7 Subcontracts

The PROFESSIONAL shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the DISTRICT. The PROFESSIONAL shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the PROFESSIONAL as specified in this Agreement. Notwithstanding DISTRICT approval of a subcontractor, the PROFESSIONAL shall remain obligated for full performance hereunder, and the DISTRICT shall incur no obligation other than its obligations to the PROFESSIONAL hereunder. The PROFESSIONAL agrees that if subcontractors are employed in the performance of this Agreement, the PROFESSIONAL and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

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

6.9 Notice

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

If to the DISTRICT: Clackamas County Service District No. 1 &
The Tri-City Service District
c/o Water Environment Services
150 Beaver Creek Road
Oregon City, Oregon 97045
ATTN: Chris Storey, Assistant County Counsel

If to PROFESSIONAL: Perkins Coie
Attn: Mr. Larry Reichman
1120 N.W. Couch Street, 10th Floor
Portland, Oregon
97209-4128

6.10 Severability

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

6.11 Integration

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

6.12 Funds

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2011-2012. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the PROFESSIONAL. The PROFESSIONAL shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a REPRESENTATION provided for herein are to be prepared by the PROFESSIONAL through exercise of experience and judgment in applying currently available cost data. The PROFESSIONAL will keep the DISTRICT apprised of changes throughout the REPRESENTATION that significantly impact the estimated costs provided.

6.14 Ownership of Documents

- 6.14.1 All work the PROFESSIONAL performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT. The DISTRICT shall own any and all data, documents, plans, copyrights, research, memoranda, working papers and any other materials the PROFESSIONAL produces in connection with this Agreement. On completion or termination of the Agreement the PROFESSIONAL shall promptly deliver these materials to the Project Manager.
- 6.14.2 The PROFESSIONAL may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.
- 6.14.3 Any use the DISTRICT makes of the materials referred to in Paragraph 6.14.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT's risk.

6.15 Release of Information

No information relative to the REPRESENTATION shall be released by the PROFESSIONAL for publication, advertising, communication with the media, the public, other clients of the PROFESSIONAL, or any other person for any other purpose, without prior written approval of the DISTRICT.

6.16 Maintenance of Records

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

6.17 Audit of Payments

- 6.17.1 The DISTRICT, either directly or through a designated representative, may audit the records of the PROFESSIONAL at any time during the three (3) year period established by Paragraph 6.17.
- 6.17.2 If an audit discloses that payments to the PROFESSIONAL were in excess of the amount to which the PROFESSIONAL was entitled, then the PROFESSIONAL shall immediately repay the amount of the excess to the DISTRICT.

6.18 Public Contracting Law

DISTRICT and PROFESSIONAL agree that all applicable provisions of ORS Chapters 279A, 279B, and 279C are hereby incorporated into this Agreement.

6.19 Equal Employment Opportunity

During the performance of this Agreement, the PROFESSIONAL agrees as follows:

- 6.19.1 The PROFESSIONAL will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The PROFESSIONAL agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The PROFESSIONAL agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.19.2 The PROFESSIONAL will, in all solicitations or advertisements for employees placed by or on behalf of the PROFESSIONAL state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.
- 6.19.3 The PROFESSIONAL will send to each labor union or representative of workers with which PROFESSIONAL has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the PROFESSIONAL's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.20 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.21 Headings

The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

6.22 Intentionally Omitted

6.23 Amendments

The DISTRICT and the PROFESSIONAL may amend this Agreement at any time only by written amendment executed by the DISTRICT and the PROFESSIONAL. Any amendment that increases the amount of compensation payable to the PROFESSIONAL in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board. The Director or person designated by Board order may execute amendments to the Agreement to increase compensation within the limits of the authority established by the DISTRICT's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the DISTRICT.

6.24 Waiver

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

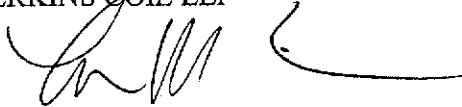
6.25 Time is of the essence of this Agreement.

[Signature Page Follows]

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

PROFESSIONAL:

PERKINS COIE LLP



Lawrence Reichman, Partner
1120 NW Couch Street, 10th Floor
Portland, OR 97209

91-0591206

Federal Tax ID Number

July, 19, 2012
Date

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

Michael Kuenzi, District Director

TRI-CITY SERVICE DISTRICT

Michael Kuenzi, District Director