



AGENDA

Thursday, January 17, 2013 - 6:00 PM

Board of County Commissioners Business Meeting

Beginning Board Order No. 2013-01

I. CALL TO ORDER

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

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Resolution No. 1893: Authorizing the Execution and Delivery of Documents in Connection with the Financing, Development and Operation of the Easton Ridge Apartments
2. Approval of Resolution No. 1894: Providing for the Issuance of Revenue Bonds of the Authority in a Principal Amount of Not to Exceed \$17,000,000 for the Easton Ridge Apartments Renovation Project
3. Approval of Resolution No. 1895: Providing for the Issuance of a Revenue Bond of the Authority in a Principal Amount of Not to Exceed \$7,000,000 to Provide Bridge Financing for the Easton Ridge Apartments Renovation Project

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

4. 1. Presentation from Mt. Hood Search and Rescue Council (Tracy Moreland, Public and Government Affairs)

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

IV. 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

V. CONSENT AGENDA *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

- 5 1. Board Order No. _____ Approval of Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 - *Behavioral Health*
- 6 2. Approval of an Agency Service Contract with Northwest Family Services for Strengthening, Preserving & Reunifying Families – Family Navigator and Family Resource Coordinator Services – *Children, Youth & Families*
- 7 3. Approval of an Agreement between Clackamas County and Easton Ridge LLC to use HOME Program Funds to Rehabilitate an Existing Affordable Multi-Family Rental Housing Project – *Community Development*

B. Department of Transportation & Development

- 8 1. Approval of an Intergovernmental Agreement with Metro for Litter Collection Services
- 9 2. Approval of an Intergovernmental Agreement with the City of Canby in its Capacity as Canby Utility for the Ability to Use the County Right-of-Way
- 10 3. Approval of a Contract with OBEC Consulting Engineers, Inc. for Consulting Engineering Services for the East Barlow Trail Road MP 6.0 Restoration Improvements Project - *Purchasing*
- 11 4. Approval of a Contract with Diversified Marine, Inc. Canby (MJ Lee) Ferry Propulsion System Retrofit - *Purchasing*

C. Elected Officials

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

D. Technology Services

- 13 1. Approval of the ORMAP Intergovernmental Agreement Contract No. 2995 between Clackamas County and the State of Oregon Department of Revenue

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

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

COPY

January 17, 2013

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Approval of Resolution No. 1893: Authorizing the Execution and Delivery of Documents in Connection with the Financing, Development and Operation of the Easton Ridge Apartments.

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution 1893 to authorize the execution and delivery of documents by the Authority in connection with the financing, rehabilitation, and operation of the Easton Ridge Apartments.

Easton Ridge, a 264-unit affordable housing complex, is located at SE 90th Avenue and SE Causey Avenue approximately one-quarter mile north of Clackamas Town Center. Easton Ridge was constructed in 1989 by Bowen Hunt Development, and purchased by the Housing Authority of Clackamas County in 1996. The property is sited on 8.8 acres and consists of 264 units in 11 three-story buildings and a single-story community building with an on-site property management office. The buildings are wood-frame construction with wood lap siding built on concrete slab foundations.

The building siding shows visible signs of envelope failure due to poor site drainage and moisture penetration at the exterior envelope. Initial due diligence determined a project scope of work which included:

- Replacing and upgrading the residential building envelope.
- Improving interior ventilation.
- Addressing poor site drainage.

On October 20, 2011 the HACC commissioners approved Resolution No. 1886 authorizing the Housing Authority to proceed with further due diligence, engaging an architect and construction management/ general contractor to more fully develop a Capital Improvement Plan. Resolution No. 1886 also authorized the Housing Authority to make applications for private-activity bond cap allocation, low income housing tax credits and other necessary sources of funding.

On June 21, 2012 the HACC Commissioners approved Resolution No. 1889 declaring intent to issue revenue bonds for the Easton Ridge Apartments Renovation Project which also constituted a "declaration of official intent" to reimburse expenditures for the Easton Ridge Apartments Renovation for purposes of Treasury Regulations relating to tax-exempt bonds.

Further due diligence and engagement with investors has refined the scope of work to include the following:

- Replacing the building envelope with new hardi-board siding, new windows and exterior doors.
- Installing rain screen venting behind the siding to insure air and water tightness of the buildings.
- Repairing or replacing any water damaged areas in the stairwell or deck areas.

Healthy Families. Strong Communities.

- Upgrading interior ventilation by replacing recirculating kitchen range hoods with exterior-vented fans, and installing a whole house ventilation system with heat recovery to increase fresh air in the units while decreasing moisture build-up.
- Replacing all existing cabinetry, appliances, lighting and flooring in 100% of the kitchens.
- Replacing bathroom cabinets, fixtures, flooring and lighting in 15% of the units.
- Improving drainage and repair of any damaged or clogged storm drains.
- Making the property ADA compliant, with six newly designated units receiving upgrades as well as accessible routes at site amenities.
- Upgrades to landscaping and courtyard improvements, new site lighting, demolition of existing garages and carports, and resurfacing the parking lot areas.

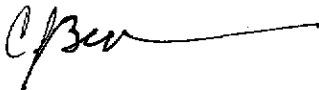
Funding sources being coordinated for the Project include tax exempt bonds (two series), low income housing tax credits, a loan from the Housing Authority, income from Project operations, HOME funds, and deferred developer fees. A new limited liability corporation called Easton Ridge LLC has been created to facilitate financing, property acquisition, and tax credit compliance.

Approval of Resolution No. 1893 will authorize the Chair of the Board and the Authority's Executive Director, and each of them acting alone, to execute and deliver, Company Documents, Second Mortgage Loan Documents, Construction Contract Documents, HOME Loan Documents, and Ancillary Documents in connection with the acquisition and rehabilitation of the Project. Resolution No. 1893 will also authorize the transfer of the real estate from HACC to the Easton Ridge LLC; and authorize the assignment of HACC's rights under the architect's contract and other development contracts and the execution, delivery and/or filing of all documents deemed necessary for federal low-income housing tax credits in connection with the Project.

Recommendation:

Staff recommends that the Board approve Resolution No.1893, Authorizing the Execution and Delivery of Documents in Connection with the Financing, Development and Operation of the Easton Ridge Apartments.

Respectfully submitted,



Cindy Becker
Director

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

Whereas, the Housing Authority of Clackamas County (the "Authority") seeks to encourage the provision of long-term housing for low income persons residing in the Clackamas County, Oregon;

Whereas, ORS 456.120(20) authorizes the Authority to form, finance and have a nonstock interest in, and to manage or operate, limited liability companies in order to further the purposes of the Authority;

Whereas, ORS 456.065 defines "housing project" to include, among other things, "any work or undertaking . . . to provide decent, safe and sanitary urban or rural housing for persons or families of lower income";

Whereas, the Authority filed articles of organization with the Oregon Secretary of State on July 23, 2012, pursuant to which Easton Ridge LLC (the "Company") was created as an Oregon limited liability company of which the Authority is the sole member;

Whereas, the Authority intends to sell land and improvements to the Company, and the Company intends to acquire, rehabilitate and operate construct a 264-unit apartment complex known as the Easton Ridge Apartments with 11 residential buildings, a central laundry, leasing office, community room, pool and racquetball court (the "Project");

Whereas, the Company expects that 4 percent low income housing tax credits will be available for the Project;

Whereas, Enterprise Community Investment, Inc. (or one or more of its affiliates) (the "Investor Member") has offered to acquire a member interest in the Company, and the Authority's Board of Commissioners (the "Board") finds and determines that the capital contributions expected to be made by the Investor Member to the Company will be sufficient, together with other available money, to enable the Company to acquire, rehabilitate and operate the Project;

Whereas, as a condition to acquiring the Investor Member interest in the Company, the Investor Member requested that the Authority amend and restate the Company's original operating agreement and execute and deliver certain other agreements, certificates and other documents relating to the Company and the Project, which request the Board finds and determines to be reasonable;

Whereas, the Board finds and determines that the Project likely would not be developed and maintained as housing for individuals and families of low income unless the Company was formed and the Investor Member committed to make their capital contributions to the Company;

Whereas, the total cost of constructing the Project is anticipated to be \$42,000,000, which will be financed and refinanced by the Company with numerous sources of funds, including loans in the anticipated aggregate amount of \$22,310,000 of proceeds of tax-exempt bonds issued by

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

the Authority, seller financing from the Authority in the anticipated amount of \$14,493,000, a loan of HOME funds from Clackamas County, Oregon (the "County"), in the anticipated amount of \$660,000, and capital contributions in the anticipated amount of \$8,502,000 from the Investor Member;

Whereas, the Authority retained Carlton Hart Architecture, Inc. as the Project's architect and other consultants to assist with the environmental review of the site and the design and construction of the improvements to the Project, and the Board finds and determines necessary and desirable to assign the contracts relating to the architect and such consultants to the Company;

Whereas, the Company will provide the Authority with a right of first refusal to acquire the Project at the end of the 15-year low-income housing tax credit "compliance period" for the Project;

Whereas, ORS 456.135 authorizes the Authority to delegate to one or more of its agents and employees such powers as it deems proper; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, as follows:

1. Approval of Company Documents. The Authority has been presented with drafts of the following documents (the "Company Documents") in connection with the Company and the Project, which documents are on file with the Authority's Secretary:

- Letter of Intent between the Investor Member and the Authority;
- First Amended and Restated Operating Agreement between the Authority and the Investor Member;
- Development Services Agreement between the Company and the Authority;
- Company Administration Agreement between the Company and the Authority;
- Investor Services Agreement between the Company and the Investor Member;
- Right of First Refusal Agreement between the Company and the Authority;
- Transfer Agreement Property among the Company, the Investor Member, the Authority and the Investor Member's assignee; and
- Management Agreement between the Company and Quantum Residential, Inc.

The Chair of the Board, the Authority's Executive Director and their respective designees (each, an "Authorized Officer" and, collectively, the "Authorized Officers"), and each of them acting alone, are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as managing member of the Company), the Company Documents substantially in the form on file with the Authority; provided however, any Authorized Officer may approve on the Authority's behalf any further changes to the draft Company Documents (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer's signature on the final Company Documents shall be construed as the Authority's approval

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

of such changes. The Authorized Officers (and each of them acting alone) are further authorized and directed to take any other action and to execute such other documents as may be required to be taken or executed by the Authority, on behalf of itself or as managing member of the Company, under the provisions of or as necessary to carry out the transactions contemplated by the Company Documents. From and after the date the Company Documents are executed, the Authorized Officers (and each of them acting alone) are authorized and directed, without further Board approval, to take such actions on behalf of the Authority that are required to be taken by the managing member of the Company. In particular, the Authority is authorized to spend available Authority funds on the Project to satisfy any requirement of the Company Documents that the Authority contribute capital and/or make loans to the Company and to otherwise cause the Project to be completed, and initial operations thereof to commence, in the manner anticipated in the various agreements authorized by this resolution.

2. Approval of Second Mortgage Loan Documents. The Authority has been presented with drafts of the following documents (the "Second Mortgage Loan Documents") in connection with the Company and the Project, which documents are on file with the Authority's Secretary:

- Loan Agreement for Second Mortgage Loan between the Authority and the Company;
- Promissory Note from the Company; and
- Second Trust Deed (including Fixture Filing and Assignment of Rents) by the Company.

The Authority is authorized to loan to the Company, pursuant to the terms of the Second Mortgage Loan Documents, up to \$14,750,000 as seller financing. Such loan is intended to be in addition to the loan of bond proceeds authorized by the Board's Resolution Nos. 1894 and 1895. The Authorized Officers (and each of them acting alone) are authorized and directed to: (a) cause the Company to borrow money under the Second Mortgage Loan Documents; (b) execute and deliver, on behalf of the Authority (acting on its own behalf or as managing member of the Company), the Second Mortgage Loan Documents substantially in the form on file with the Authority; (c) execute and deliver, on behalf of the Authority (acting on its own behalf or as managing member of the Company), any other documents reasonably required to be executed by the Authority or the Company to carry out the transactions contemplated by the Second Mortgage Loan Documents, including any trust deeds, subordination agreements and other documents required in connection with the sources of funding for the Authority's loans to be made thereunder. Notwithstanding the foregoing, any Authorized Officer may approve on the Authority's behalf or the Company's behalf, as applicable, any further changes to the draft Second Mortgage Loan Documents (including material changes, changes to parties and changes to the title of any such document) and the final amount(s), if any, to be borrowed and loaned (subject to Section 12 of this resolution), and such Authorized Officer's signature on the final Second Mortgage Loan Documents shall be construed as the Authority's approval or the Company's approval, as applicable, of such changes and final loan amount(s).

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

3. Approval of HOME Loan Documents. The Authority has been presented with drafts of the following documents (the "HOME Loan Documents") in connection with a loan from the County to the Company in the amount of \$660,000, which documents are on file with the Authority's Secretary:

- Loan Agreement between the County and the Company;
- Promissory Note from the Company;
- Trust Deed, Assignment of Rents, Security Agreement, and Fixture Filing from the Company; and
- Declaration of Land Use Restrictive Covenants from the Company.

The Authorized Officers (and each of them acting alone) are authorized and directed to: (a) cause the Company to borrow money under the HOME Loan Documents; (b) execute and deliver, on behalf of the Authority (acting as managing member of the Company), the HOME Loan Documents substantially in the form on file with the Authority; (c) execute and deliver, on behalf of the Authority (acting on its own behalf or as managing member of the Company), any other documents reasonably required to be executed by the Authority or the Company to carry out the transactions contemplated by the HOME Loan Documents, including any trust deeds, subordination agreements and other documents required in connection with the sources of funding for the County's loans to be made thereunder. Notwithstanding the foregoing, any Authorized Officer may approve on the Authority's behalf or the Company's behalf, as applicable, any further changes to the draft HOME Loan Documents (including material changes, changes to parties and changes to the title of any such document) and the final amount(s), if any, to be borrowed, and such Authorized Officer's signature on the final HOME Loan Documents shall be construed as the Authority's approval or the Company's approval, as applicable, of such changes and final loan amount(s).

4. Approval of Real Estate Transfer. The Authority is authorized to sell the Project, including the parcels of land on which the Project is located, to the Company for a minimum purchase price of \$21,130,000. The Authority is further authorized to receive no less than \$6,380,000 of such purchase price in cash and may accept a promissory note (as part of the Second Mortgage Loan Documents) in the principal amount of up to \$14,750,000 evidencing the balance of the purchase price. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as managing member of the Company), a deed transferring the Project to the Company and such other agreements and documents as are necessary for the Authority to transfer the Project to the Company.

5. Construction Contract. The Authority is authorized to cause the Company to retain Walsh Construction Co. (or an affiliate thereof) (the "General Contractor") as the Project's general contractor. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting as managing member of the Company) a construction contract with the General Contractor and to cause the General Contractor to post

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

such bonds, or provide one or more letters of credit, and retain such insurance for the Project as such Authorized Officers (or either of them acting alone) deems to be necessary or advisable to protect the Company.

6. Assignments. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as managing member of the Company) to execute and deliver one or more instruments (i) assigning to the Company all or a portion of the Authority's rights under the architect's contract, any geotechnical consultant contracts, any preconstruction services contract, and other development contracts, as such rights pertain to the and the Project, and (ii) assigning to lenders and others the Company's interests in such contracts.

7. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as managing member of the Company) to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Company to qualify for and obtain federal low-income housing tax credits in connection with the Project including, without limitation, the filing of one or more applications with the Oregon Housing and Community Services Department, and the execution of all necessary and related documents, including without limitation letters of award, reservation agreements, regulatory agreements, declarations and restrictive covenants.

8. Section 42(m)(2)(D) Determination. On behalf of the Authority, the Board finds and determines pursuant to Section 42(m)(2)(D) of the Internal Revenue Code of 1986 (the "Code") that the amount of federal low-income housing tax credits the Company expects to derive from the Project will not exceed the amount necessary for the financial feasibility of the Project and its viability as a "qualified low income housing project" throughout the "credit period" (as such terms are defined in Section 42 of the Code). The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to provide the Company with a letter acknowledging this determination and the basis thereof. The Board delegates to the Authorized Officers (and each of them acting alone) the authority to make similar determinations, in their discretion, on behalf of the Authority and to deliver similar letters to the Company at such times that the Authorized Officers determine to be necessary or appropriate.

9. Tax Credit Certifications. The Board delegates to the Authorized Officers (and each of them acting alone) the authority to make certifications with respect to the Project and the Company of the type described in Treasury Regulation § 1.42-8(b)(4)(i). To assist the Company in making its election under Section 42(b)(2)(A)(ii)(II) of the Code, the Authorized Officers, and each of them acting alone, may provide a letter to the Company, on the Authority's behalf, indicating any certifications made pursuant to this Section.

10. Ancillary Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as managing member of the Company) to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits,

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

certificates, letters, government forms, documents, agreements and instruments that any such Authorized Officer determines to be necessary or desirable: (i) to give effect to this resolution; (ii) to consummate the transactions contemplated herein; and/or (iii) to further the development, financing, construction, rehabilitation and leasing of the Project. Without limiting the scope of such authorization, such documents may include lease-up and marketing agreements, company management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents and appointments of attorneys for service of process.

11. Expenditures. The Authority is authorized to expend such funds (and to cause the Company to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees, insurance premiums and other costs relating to the actions authorized by this resolution.

12. Amounts. Each Authorized Officer is authorized to decrease the principal amount of any loan or capital contribution authorized by this resolution by any amount, or to increase the principal amount of any such loan or capital contribution by an amount up to \$500,000 more than the maximum principal amount for the loan or capital contribution stated in this resolution. The source of funds for any such increase in the amount of a loan or capital contribution from the Authority shall be Project developer fee or other funds that may become available for the Project. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Company for the Project exceeds \$38,000,000.

13. Execution of Obligations. The Board directs the Authority's Executive Director to cause the Authority to fulfill the Authority's duties and obligations under the various agreements authorized by this resolution.

14. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or the Authority's Executive Director may, in the absence of such person, be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively.

15. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

16. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution (including, without limitation, the formation of the Company) are ratified and confirmed.

DATED this _____ day of _____, 2013.

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

Chair

Recording Secretary

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

In the Matter of the Approval of the
Authorization of the Execution and Delivery of
Documents by the Authority in Connection with
the Financing, Development and Operation of
the Easton Ridge Apartments

RESOLUTION NO.
1893

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director and Secretary of the Housing Authority of Clackamas County (the "Authority") and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 1893 (the "Resolution") is a true and correct copy of the resolution of the Authority's Board of Commissioners, as adopted at a meeting of the Board held on the 20th day of December, 2012, and duly recorded in the Authority's minute books.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Authority's Board of Commissioners present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2013.

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Executive Director and Secretary

January 17, 2013

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Approval of Resolution No. 1894: Providing for the Issuance of Revenue Bonds of the Authority in a Principal Amount of Not to Exceed \$17,000,000 for the Easton Ridge Apartments Renovation Project

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution No. 1894 providing for the issuance of revenue bonds of the Authority in the aggregate principal amount of not to exceed \$17,000,000, the proceeds of which will be lent to Easton Ridge LLC, an Oregon Limited Liability company of which the Authority is the sole managing member.

Easton Ridge Apartments, a 264-unit affordable housing complex, is located at SE 90th Avenue and SE Causey Avenue approximately one-quarter mile north of Clackamas Town Center. Easton Ridge was constructed in 1989 by Bowen Hunt Development, and purchased by the Housing Authority of Clackamas County in 1996. The property is sited on 8.8 acres and consists of 264 units in 11 three-story buildings and a single-story community building with an on-site property management office. The buildings are wood-frame construction with wood lap siding built on concrete slab foundations.

The building siding shows visible signs of envelope failure due to poor site drainage and moisture penetration at the exterior envelope. Initial due diligence determined a project scope of work which includes:

- Replacing and upgrading the residential building envelope,
- Improving interior ventilation, and
- Addressing poor site drainage.

On June 21, 2012 the HACC Commissioners approved Resolution No. 1889 declaring intent to issue revenue bonds for the Easton Ridge Apartments Renovation Project which also constituted a "declaration of official intent" to reimburse expenditures for the Easton Ridge Apartments Renovation for purposes of Treasury Regulations relating to tax-exempt bonds.

Further due diligence and engagement with investors has refined the scope of work to include the following:

- Replacing the building envelope with new hardi-board siding, new windows and exterior doors.
- Installing rain screen venting behind the siding to insure air and water tightness of the buildings.
- Repairing or replacing any water damaged areas in the stairwell or deck areas.
- Upgrading interior ventilation by replacing recirculating kitchen range hoods with exterior-vented fans, and installing a whole house ventilation system with heat recovery to increase fresh air in the units while decreasing moisture build-up.
- Replacing all existing cabinetry, appliances, lighting and flooring in 100% of the kitchens.
- Replacing bathroom cabinets, fixtures, flooring and lighting in 15% of the units.

Healthy Families. Strong Communities.

- Improving drainage and repair of any damaged or clogged storm drains.
- Making the property ADA compliant, with six newly designated units receiving upgrades as well as accessible routes at site amenities.
- Upgrades to landscaping and courtyard improvements, new site lighting, demolition of existing garages and carports, and resurfacing the parking lot areas.

Funding sources being coordinated for the Project include tax exempt bonds (two series), low income housing tax credits, a loan from the Housing Authority, income from Project operations, HOME funds, and deferred developer fees. A new limited liability corporation called Easton Ridge LLC has been created to facilitate financing, property acquisition, and tax credit compliance.

Approval of Resolution No. 1894 will authorize the issuance and public offer and sale of revenue bonds of HACC and the use of proceeds of the sale of those bonds to make a loan to Easton Ridge LLC. The loan will provide a portion of the funds with which Easton Ridge LLC will acquire and rehabilitate the Easton Ridge Apartments. Pursuant to the terms of a Loan Agreement to be entered into by HACC and Easton Ridge LLC, Easton Ridge LLC will be required to repay the loan in amounts, and at times, sufficient to pay debt service on the revenue bonds.

Resolution No., 1894 includes approval of the forms of that loan agreement, as well as other agreements relating to the issuance and sale of the revenue bonds including a regulatory agreement, a continuing disclosure agreement, a contingent loan agreement with the County and a trust indenture relating to the bonds. Approval of Resolution No. 1894 will authorize the execution and delivery of the bonds and all related agreements and authorize the Executive Director of the Authority to accept an offer from Wedbush Securities to purchase the bonds. Further, pursuant to Resolution No. 1894, HACC will adopt post-issuance compliance policies and procedures for tax-exempt bonds issued by the Authority.

Recommendation:

Staff recommends that the Board approve Resolution No.1894, Providing for the Issuance of Revenue Bonds in a Principal Amount of Not to Exceed \$17,000,000 for the Easton Ridge Apartments Renovation Project.

Respectfully submitted,



Cindy Becker
Director

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

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

WHEREAS, the Housing Authority of Clackamas County (the "Authority") seeks to encourage the provision of long-term housing for persons and families of lower income residing in the Clackamas County, Oregon (the "County"); and

WHEREAS, Easton Ridge LLC, an Oregon limited liability company of which the Authority is the sole managing member (the "Borrower"), has applied to the Authority for financial assistance in the principal amount of up to \$17,000,000 for the purpose of providing part of the funds with which to acquire and rehabilitate a 264-unit apartment complex known as the Easton Ridge Apartments to provide housing for persons and families of lower income within the County (the "Project"); and

WHEREAS, the Project will be used by the Borrower to provide housing for persons and families of lower income, and no more than an insubstantial portion of the proceeds of the Bonds (defined below) will be used in connection with the financing of any portion of the Project to be used by the Borrower for any other purpose; and

WHEREAS, ORS 456.065 defines "housing project" to include, among other things, "any work or undertaking . . . to provide decent, safe and sanitary urban or rural housing for persons or families of lower income"; and

WHEREAS, ORS 456.120(18) provides that a housing authority may, among other things and if certain conditions are met, "loan money to an individual, partnership, corporation or other association to finance, plan, undertake, construct, acquire or operate a housing project"; and

WHEREAS, ORS 456.055 and 456.175 provide that a housing authority may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes; and

WHEREAS, the Board of Commissioners of the Authority deems it necessary and advisable and in the best interest of the Authority to issue the revenue bonds described herein (the "Bonds"), the proceeds of which will be lent to the Borrower for the purposes described herein; and

WHEREAS, it is anticipated that the County will enter into a Contingent Loan Agreement to provide credit enhancement for the Bonds; and

WHEREAS, it is anticipated that Wedbush Securities will offer to purchase the Bonds on the terms set forth in this resolution; and

WHEREAS, the Authority desires to adopt post-issuance compliance policies and procedures for tax-exempt bonds and other tax-advantaged bonds issued by the Authority;

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, as follows:

Section 1. Definitions. As used in this resolution, the following words have the following meanings:

“Authority” means the Housing Authority of Clackamas County, a public corporation duly organized and existing under and by virtue of the laws of the State of Oregon.

“Board” means the Board of Commissioners of the Authority.

“Bond” or “Bonds” means one or more of the Multifamily Housing Revenue Bonds, Series 2013A (Easton Ridge Apartments Project), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution and the Indenture.

“Bond Registrar” means the entity serving as registrar, authenticating agent and paying agent under the Indenture, initially the Trustee.

“Borrower” means Easton Ridge LLC, an Oregon limited liability company of which the Authority is the sole managing member.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contingent Loan Agreement” means the Contingent Loan Agreement between the County and the Authority relating to the Bonds.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the Borrower and U.S. Bank National Association, as Dissemination Agent, relating to the Bonds, including any supplements or amendments thereto.

“County” means Clackamas County, Oregon.

“General Revenues” means all revenues of the Authority from any source (other than Loan Payments), but only to the extent that those revenues are available to pay debt service on the Bonds, or to repay loans from the County pursuant to the Contingent Loan Agreement, and are not otherwise obligated by law, regulation, contract, covenant, trust deed or otherwise (including restrictions relating to funds made available to the Authority under the U.S. Housing Act of 1937), to another particular purpose.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

"Indenture" means the Trust Indenture between the Authority and the Trustee relating to the Bonds, including any supplements or amendments thereto made in conformity herewith and therewith.

"Loan" means the loan to be made by the Authority to the Borrower of the proceeds of the Bonds to finance the Project.

"Loan Agreement" means the Loan Agreement by and between the Authority and the Borrower, relating to the repayment of the Loan by the Borrower, and including any supplements or amendments thereto made in conformity herewith and therewith.

"Loan Payments" means the payments of principal of and premium, if any, and interest on the Loan pursuant to the Loan Agreement.

"Project" means, depending on the context (1) the acquisition and rehabilitation of the multifamily housing complex located in Clackamas County, Oregon, known as the Easton Ridge Apartments, or (2) the Easton Ridge Apartments.

"Regulatory Agreement" means the Regulatory Agreement executed by the Borrower for the benefit of the Authority governing the use of the Project, and including any supplements or amendments thereto made in conformity herewith or therewith.

"Trust Deed" means the Trust Deed (Including Fixture Filing and Assignment of Rents) encumbering the Project under which the Borrower is the grantor and the Trustee and the County are the beneficiaries, including any supplements or amendments thereto made in conformity herewith and therewith.

"Trustee" means the entity serving as trustee under the Indenture, initially U.S. Bank National Association.

All other capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture.

Section 2. Authorization of Bonds and Application of Proceeds. The Authority shall issue the Bonds for the purpose of making the Loan to the Borrower to provide a portion of the funds required to finance the Project, fund a reserve for the Bonds and pay costs of issuing the Bonds. Such Bond financing is declared and determined to be important for feasibility of the Project. All proceeds of the Bonds shall be lent to the Borrower for those purposes, and shall be deposited with the Trustee, all as provided in the Indenture. The Board finds that it is in the best interest of the Authority to issue the Bonds for the purposes set forth in this resolution.

Section 3. Description of Bonds. The Bonds shall be issued in registered form in the aggregate principal amount of not to exceed \$17,000,000. The Bonds shall be dated such date, shall be in such denominations, shall bear interest payable on such dates and at such rates (which rates will result in a weighted average interest rate not to exceed 5.0% per annum), shall mature at such times and in such amounts, shall have such prepayment or redemption provisions and shall have such other provisions consistent with the purposes of this resolution as are set forth in the Indenture, which document is incorporated herein by this reference.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

Section 4. Security for the Bonds. The Bonds shall be secured by the Loan Payments and all other payments received from the Borrower for the purpose of paying debt service on the Bonds under the terms of the Loan Agreement. Under the Loan Agreement, the Authority has assigned to the Trustee the right to collect all Loan Payments received from the Borrower thereunder on behalf of the registered owners of the Bonds. Payment of the Bonds shall be further supported by the Contingent Loan Agreement, as defined and set forth in the Indenture, and by a pledge of the General Revenues of the Authority as described below. The Bonds also shall be secured by the Trust Deed.

The Bonds shall be special, nonrecourse obligations of the Authority payable solely from Loan Payments and amounts held by the Trustee under the Indenture, including proceeds of loans made by the County pursuant to the Contingent Loan Agreement and the General Revenues of the Authority.

The Authority reserves without limitation the right to issue other obligations, the principal of and interest on which are to be paid from the General Revenues on a parity of lien with the Bonds. At its option, the Authority may pledge any revenues that comprise a portion of the General Revenues to the payment of other obligations, such payments to have priority over the payments to be made on the Bonds with respect to that portion of the General Revenues so pledged.

The Bonds shall not be a debt of the County, the State of Oregon or any political subdivision thereof, and the Bonds shall so state on their face. None of the County, the State of Oregon or any political subdivision thereof (except the Authority, solely from the sources identified herein and in the Indenture) shall be liable for payment of the Bonds nor in any event shall principal of, premium, if any, on and interest on the Bonds be payable out of any funds or assets other than those pledged to that purpose by the Authority herein and in the Indenture. The Authority has no taxing power.

Except to the extent of the pledge of the General Revenues of the Authority, neither the Authority nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bonds.

The obligations of the Authority under the Contingent Loan Agreement shall be secured by the Trust Deed.

Section 5. Form and Execution of Bonds. The Bonds shall be in a form consistent with the provisions of this resolution, the Indenture and state law and shall bear the manual or facsimile signatures of the Chair of the Board and Executive Director of the Authority.

The Bonds shall be authenticated by the Bond Registrar as set forth in the Indenture. No Bonds shall be valid for any purpose until so authenticated. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

Section 6. Preservation of Tax Exemption for Interest on Bonds. Subject to the second paragraph of this section, the Authority covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the Authority treated as proceeds of the Bonds at any time during the term of the Bonds which would cause interest on the Bonds to be included in gross income for federal income tax purposes.

The Borrower has agreed or will agree in the Loan Agreement to reimburse the Authority for all costs to the Authority of its compliance with the covenants contained in this section, and the Authority shall not be required to expend any funds, other than such reimbursement or other money received under the terms of the Loan Agreement, in so complying.

Section 7. Authorization of Bond Documents and Execution Thereof. The Board approves the Loan Agreement, the Indenture, the Regulatory Agreement, the Contingent Loan Agreement and the Continuing Disclosure Agreement substantially in the forms on file with the Executive Director of the Authority, with such changes as the Executive Director of the Authority shall deem necessary or appropriate, and appoints U.S. Bank National Association as Trustee, Bond Registrar and Dissemination Agent for the Bonds. The Board authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Bonds, the Loan Agreement, the Indenture, the Contingent Loan Agreement and this resolution and consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Bonds. The Executive Director of the Authority is authorized and directed to execute and to do everything necessary for the issuance, execution and delivery of the Bonds, including the "deeming final" of the preliminary official statement for the Bonds for the sole purpose of the Bond purchaser's compliance with Securities and Exchange Commission Rule 15c2-12(b)(1), and to execute and deliver, on behalf of the Authority in its own behalf and as managing member of the Borrower, as applicable, the Indenture, the Loan Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement, the Trust Deed, the Continuing Disclosure Agreement and any other documents reasonably required to be executed by the Authority or the Borrower in connection with the issuance of the Bonds and to ensure the proper use and application of the proceeds of the Bonds.

Section 8. Authorization of Purchase Contract. It is anticipated that Wedbush Securities will present a purchase contract (the "Bond Purchase Contract"), substantially in the form on file with the Executive Director of the Authority, to the Authority offering to purchase the Bonds under the terms and conditions provided herein and therein. The Board finds that entering into such a Bond Purchase Contract is in the best interest of the Authority and the Borrower, and therefore authorizes the Executive Director of the Authority to accept the offer contained in the Bond Purchase Contract and to execute the Bond Purchase Contract on behalf of the Authority and the Borrower.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

The Bonds will be prepared at the Authority's expense and will be delivered to the purchaser of the Bonds, with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington.

The proper Authority officials are authorized and directed to do everything necessary for the prompt delivery of the Bonds to the purchaser thereof and for the proper application and use of the proceeds of the sale thereof.

Section 9. Adoption of Post Issuance Compliance Policies and Procedures. The post-issuance compliance policies and procedures (the "Compliance Policy") for tax-exempt bonds and other tax-advantaged bonds in the form on file with the Executive Director of the Authority and incorporated herein by reference is hereby adopted.

Section 10. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may in the absence of such person be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively.

Section 11. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 12. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

DATED this _____ day of _____, 2013.

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

Chair

Recording Secretary

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$17,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1894

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director and Secretary of the Housing Authority of Clackamas County (the "Authority") and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 1894 (the "Resolution") is a true and correct copy of the resolution of the Authority's Board of Commissioners, as adopted at a meeting of the Board held on the 20th day of December, 2012, and duly recorded in the Authority's minute books.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Authority's Board of Commissioners present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2013.

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Executive Director and Secretary

January 17, 2012

Board of Commissioners of the
Housing Authority of Clackamas County

Members of the Board:

Approval of Resolution No. 1895: Providing for the Issuance of a Revenue Bond of the Authority in a Principal Amount of Not to Exceed \$7,000,000 to Provide Bridge Financing for the Easton Ridge Apartments Renovation Project

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing, and Human Services Department, requests approval of Resolution No. 1895 providing for the issuance of revenue bonds of the Authority in the aggregate principal amount of not to exceed \$7,000,000, the proceeds of which will be lent to Easton Ridge LLC, an Oregon Limited Liability company of which the Authority is the sole managing member.

Easton Ridge, a 264-unit affordable housing complex, is located at SE 90th Avenue and SE Causey Avenue approximately one-quarter mile north of Clackamas Town Center. Easton Ridge was constructed in 1989 by Bowen Hunt Development, and purchased by the Housing Authority of Clackamas County in 1996. The property is sited on 8.8 acres and consists of 264 units in 11 three-story buildings and a single-story community building with an on-site property management office. The buildings are wood-frame construction with wood lap siding built on concrete slab foundations.

The building siding shows visible signs of envelope failure due to poor site drainage and moisture penetration at the exterior envelope. Initial due diligence determined a project scope of work which included:

- Replacing and upgrading the residential building envelope.
- Improving interior ventilation.
- Addressing poor site drainage.

On October 20, 2011 the HACC Commissioners approved Resolution No. 1886 authorizing the Housing Authority to proceed with further due diligence, engaging an architect and construction management/ general contractor to more fully develop a Capital Improvement Plan. Resolution No. 1886 also authorized the Housing Authority to make applications for private-activity bond cap allocation, low income housing tax credits and other necessary sources of funding.

On June 21, 2012 the HACC Commissioners approved Resolution No. 1889 declaring intent to issue revenue bonds for the Easton Ridge Apartments Renovation Project which also constituted a "declaration of official intent" to reimburse expenditures for the Easton Ridge Apartments Renovation for purposes of Treasury Regulations relating to tax-exempt bonds.

Further due diligence and engagement with investors has refined the scope of work to include the following:

- Replacing the building envelope with new hardi-board siding, new windows and exterior doors.
- Installing rain screen venting behind the siding to insure air and water tightness of the buildings.
- Repairing or replacing any water damaged areas in the stairwell or deck areas.

Healthy Families. Strong Communities.

- Upgrading interior ventilation by replacing recirculating kitchen range hoods with exterior-vented fans, and installing a whole house ventilation system with heat recovery to increase fresh air in the units while decreasing moisture build-up.
- Replacing all existing cabinetry, appliances, lighting and flooring in 100% of the kitchens.
- Replacing bathroom cabinets, fixtures, flooring and lighting in 15% of the units.
- Improving drainage and repair of any damaged or clogged storm drains.
- Making the property ADA compliant, with six newly designated units receiving upgrades as well as accessible routes at site amenities.
- Upgrades to landscaping and courtyard improvements, new site lighting, demolition of existing garages and carports, and resurfacing the parking lot areas.

Funding sources being coordinated for the Project include tax exempt bonds (two series), low income housing tax credits, a loan from the Housing Authority, income from Project operations, HOME funds, and deferred developer fees. A new limited liability corporation called Easton Ridge LLC has been created to facilitate financing, property acquisition, and tax credit compliance.

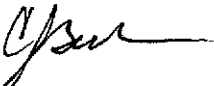
It is anticipated that Enterprise Community Loan Fund will offer to purchase a revenue bond of HACC in a principal amount not to exceed \$7,000,000 upon the terms set forth in the Resolution No. 1895 and a term sheet dated December 6, 2012, as it may be amended or supplemented. Approval of Resolution No. 1895 will authorize the issuance and sale of the bond and the use of proceeds of the sale of the bond to make a loan to Easton Ridge LLC. The loan will provide bridge financing to permit Easton Ridge LLC to acquire and rehabilitate the Easton Ridge Apartments.

Pursuant to the terms of a Loan Agreement to be entered into by HACC and Easton Ridge LLC, Easton Ridge LLC will be required to repay the loan in amounts, and at times, sufficient to pay debt service on the revenue bonds. It is anticipated that the principal of the bond will be paid from the post-stabilization payment to be received from the tax-credit investor. Approval of Resolution No. 1895 will provide the Executive Director of HACC with discretionary authority to determine the terms of the bond within the parameters set forth in Resolution No. 1985, and will authorize the execution and delivery of the bond and all related agreements.

Recommendation:

Staff recommends that the Board approve Resolution No.1895, Providing for the Issuance of a Revenue Bond of the Authority in a Principal Amount of Not to Exceed \$7,000,000 to Provide Bridge Financing for the Easton Ridge Apartments Renovation Project.

Respectfully submitted,



Cindy Becker
Director

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

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

WHEREAS, the Housing Authority of Clackamas County (the "Authority") seeks to encourage the provision of long-term housing for persons and families of lower income residing in Clackamas County, Oregon (the "County"); and

WHEREAS, Easton Ridge LLC, an Oregon limited liability company of which the Authority is the sole managing member (the "Borrower"), has applied to the Authority for financial assistance in the principal amount of up to \$7,000,000 for the purpose of providing part of the funds with which to acquire and rehabilitate a 264-unit apartment complex known as the Easton Ridge Apartments to provide housing for persons and families of lower income within the County (the "Project"); and

WHEREAS, the Project will be used by the Borrower to provide housing for persons and families of lower income, and no more than an insubstantial portion of the proceeds of the Bond (defined below) will be used in connection with the financing of any portion of the Project to be used by the Borrower for any other purpose; and

WHEREAS, ORS 456.065 defines "housing project" to include, among other things, "any work or undertaking . . . to provide decent, safe and sanitary urban or rural housing for persons or families of lower income"; and

WHEREAS, ORS 456.120(18) provides that a housing authority may, among other things and if certain conditions are met, "loan money to an individual, partnership, corporation or other association to finance, plan, undertake, construct, acquire or operate a housing project"; and

WHEREAS, ORS 456.055 and 456.175 provide that a housing authority may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes; and

WHEREAS, ORS 456.135 provides that a housing authority may delegate to one or more of its agents or employees such powers or duties as it deems proper; and

WHEREAS, the Board of Commissioners of the Authority deems it necessary and advisable and in the best interest of the Authority to issue the revenue bond described herein (the "Bond"), the proceeds of which will be lent to the Borrower for the purposes described herein; and

WHEREAS, it is anticipated that Enterprise Community Loan Fund, Inc. will offer to purchase the Bond on the terms set forth in this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, as follows:

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

Section 1. Definitions. As used in this resolution, the following words have the following meanings:

"Authority" means the Housing Authority of Clackamas County, a public corporation duly organized and existing under and by virtue of the laws of the State of Oregon.

"Board" means the Board of Commissioners of the Authority.

"Bond" means the Multifamily Housing Revenue Bond, Series 2013B (Easton Ridge Apartments Project) of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.

"Bond Registrar" means the Executive Director of the Authority.

"Borrower" means Easton Ridge LLC, an Oregon limited liability company of which the Authority is the sole managing member.

"Code" means the Internal Revenue Code of 1986, as amended.

"County" means Clackamas County, Oregon.

"General Revenues" means all revenues of the Authority from any source (other than Loan Payments), but only to the extent that those revenues are available to pay obligations of the Authority under the Guaranty Agreement (as hereinafter defined), and are not otherwise obligated by law, regulation, contract, covenant, trust deed or otherwise (including restrictions relating to funds made available to the Authority under the U.S. Housing Act of 1937), to another particular purpose.

"Guaranty Agreement" means one or more guaranty agreements made by the Authority pertaining to the Bond and/or the Project, including any supplements or amendments thereto made in conformity herewith and therewith.

"Loan" means the loan to be made by the Authority to the Borrower of the proceeds of the Bond to finance the Project.

"Loan Agreement" means the loan agreement by and between the Authority and the Borrower, relating to the repayment of the Loan by the Borrower, and including any supplements or amendments thereto made in conformity herewith and therewith.

"Loan Payments" means the payments of principal of and premium, if any, and interest on the Loan pursuant to the Loan Agreement.

"Note" means the promissory note evidencing the Loan.

"Project" means, depending on the context (1) the acquisition and rehabilitation of the multifamily housing complex located in Clackamas County, Oregon, known as the Easton Ridge Apartments, or (2) the Easton Ridge Apartments.

"Purchaser" means Enterprise Community Loan Fund, Inc., as registered owner of the Bond.

"Regulatory Agreement" means the Regulatory Agreement executed by the Borrower for the benefit of the Authority governing the use of the Project, and including any supplements or amendments thereto made in conformity herewith or therewith.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

"Security Documents" means, collectively, the Loan Agreement, the Guaranty Agreement, the Note, the Trust Deed and all other documents required by the Purchaser to provide security for the Bond or the Loan.

"Term Sheet" means the term sheet dated December 6, 2012, prepared by the Purchaser setting forth certain terms under which the Purchaser may purchase the Bond, as it may be amended and supplemented, and any commitment letter issued pursuant to or supplemental thereto.

"Trust Deed" means the trust deed encumbering the Project, securing the repayment of the Loan, including any supplements or amendments thereto made in conformity herewith and therewith.

Section 2. Authorization of Bond and Application of Proceeds. The Authority shall issue the Bond for the purpose of making the Loan to the Borrower to provide a portion of the funds required to finance the Project and pay costs of issuing the Bond. Such Bond financing is declared and determined to be important for feasibility of the Project. All proceeds of the Bond shall be lent to the Borrower for those purposes. The Board finds that it is in the best interest of the Authority to issue the Bond for the purposes set forth in this resolution.

Section 3. Description of Bond. The Bond shall be called the Multifamily Housing Revenue Bond, Series 2013B (Easton Ridge Apartments Project), of the Authority. The Executive Director of the Authority is authorized and directed to determine the final terms of the Bond, with such additional terms and covenants as he deems advisable, within the following parameters:

a. *Principal Amount.* The principal amount of the Bond shall not exceed \$7,000,000.

b. *Date.* The Bond shall be dated its date of delivery, which date shall be no later than December 31, 2013.

c. *Interest Rate.* The Bond shall bear interest at a fixed or variable rate per annum from its date or from the most recent interest payment date for which interest has been paid or duly provided for, whichever is later. The Executive Director is authorized and directed to select and approve the interest rate option for the Bond he deems most advantageous to the Authority and the Borrower from those options set forth in the Term Sheet.

d. *Payment Dates.* Interest only on the Bond shall be payable monthly. Principal of the Bond, together with any accrued and unpaid interest thereon, shall be due and payable on the maturity date.

e. *Maturity Date.* The Bond shall mature on the date that is 24 months from its date of delivery.

Section 4. Bond Register, Registration and Transfer of Bond. The Bond shall be issued only in registered form as to both principal and interest and shall be recorded on books or records maintained for the Bond by the Bond Registrar (the "Bond Register"). The Executive Director of

BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

the Authority shall serve as Bond Registrar for the Bond. The Bond Register shall contain the names and mailing address of the Registered Owner of the Bond. The Bond Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the Authority's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution.

The Bond may not be transferred by the Purchaser without the prior written consent of the Authority, except that the Purchaser may assign or transfer the Bond to a successor to the business and assets of the Purchaser or to an affiliate of the Purchaser upon completion and delivery to the Authority of the assignment form and certificate of transferee attached to the Bond. Any transfer shall be without cost to the Registered Owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Bond Registrar shall not be obligated to exchange or transfer any Bond during the five days before any interest payment date, prepayment date or the maturity date.

Section 5. Payment of Bond. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check mailed to arrive on or before each payment date, or in immediately available funds delivered on or before each payment date, to the Registered Owner at the address appearing on the Bond Register on the date payment is mailed or delivered. Upon the final payment of the principal of and interest on the Bond, the Bond shall be destroyed or cancelled in accordance with law.

Section 6. Security for the Bond. The Bond shall be a special, nonrecourse obligation of the Authority payable solely from Loan Payments, and shall be secured by the Security Documents.

The Authority pledges its General Revenues to the payment of its obligations under the Guaranty Agreement, subject to release in accordance with the terms thereof.

The Authority reserves without limitation the right to issue other obligations, the principal of and interest on which are to be paid from the General Revenues on a parity of lien with obligations of the Authority under the Guaranty Agreement. At its option, the Authority may pledge any revenues that comprise a portion of the General Revenues to the payment of other obligations, such payments to have priority over the payments to be made under the Guaranty Agreement with respect to that portion of the General Revenues so pledged.

The Bond shall not be a debt of the County, the State of Oregon or any political subdivision thereof, and the Bond shall so state on its face. None of the County, the State of Oregon or any political subdivision thereof (except the Authority, solely from the sources identified herein and in the Security Documents) shall be liable for payment of the Bond nor in any event shall principal of, premium, if any, on and interest on the Bond be payable out of any funds or assets other than those pledged to that purpose by the Authority herein and in the Security Documents. The Authority has no taxing power.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

Except to the extent of the pledge of the General Revenues of the Authority to the payment of certain Security Documents to which it is a party, neither the Authority nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bond.

Section 7. Form and Execution of Bond. The Bond shall be in a form consistent with the provisions of this resolution and state law, shall bear the manual or facsimile signatures of the Chair of the Board and Executive Director of the Authority and shall be impressed with the seal of the Authority or shall bear a facsimile thereof.

Only a Bond bearing a Certificate of Authentication in the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution:

CERTIFICATE OF AUTHENTICATION

This Bond is the fully registered Housing Authority of the City of Clackamas County Multifamily Housing Revenue Bond, Series 2013B (Easton Ridge Apartments Project), described in the Bond Resolution.

[specimen]
Executive Director of the Authority, Bond Registrar

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the Authority authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the Authority, the Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be binding on the Authority as though that person had continued to be an officer of the Authority authorized to sign bonds. The Bond also may be signed on behalf of the Authority by any person who, on the actual date of signing of the Bond, is an officer of the Authority authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond

Section 8. Preservation of Tax Exemption for Interest on Bond. Subject to the second paragraph of this section, the Authority covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the Authority treated as proceeds of the Bond at any time during the term of the Bond which would cause interest on the Bond to be included in gross income for federal income tax purposes. The Authority also covenants that, to the extent arbitrage rebate requirements of Section 148 of the Code are applicable to the Bond, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bond, including the calculation

BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS, OREGON

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

and payment of any penalties that the Authority has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Bond from being included in gross income for federal income tax purposes (but only from amounts received by the Authority from the Borrower for those purposes).

The Loan Agreement shall require the Borrower to reimburse the Authority for all costs to the Authority of its compliance with the covenants contained in this section, and the Authority shall not be required to expend any funds, other than such reimbursement or other money received under the terms of the Loan Agreement, in so complying.

Section 9. Approval of Sale of the Bond to the Purchaser. It is anticipated that the Purchaser will offer to purchase the Bond under the terms and conditions contained in this resolution and in the Term Sheet. The Board finds that such offer is in the best interest of the Authority, and therefore approves the offer to purchase the Bond under the terms and conditions in this resolution and in the Term Sheet.

The Bond will be delivered to the Purchaser with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel regarding the Bond.

Section 10. Authorization of Documents and Execution Thereof by the Authority. The Board authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Bond, the Regulatory Agreement, the Security Documents to which it is a party and this resolution and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Bond. The Executive Director is hereby further authorized to execute and deliver the Bond, Regulatory Agreement and the Security Documents and to take any other action on behalf of the Authority that he deems necessary and advisable to accomplish the issuance of the Bond, to consummate the transactions contemplated by the Bond, the Regulatory Agreement and the Security Documents, to complete the Project and and to give effect to these resolutions and the transactions contemplated herein.

Section 11. Authorization of Borrower Documents and Execution Thereof by the Board. The Board authorizes and approves the execution and delivery of, and the performance by the Borrower of its obligations contained in the Regulatory Agreement, the Security Documents to which it is a party and the consummation by the Borrower of all other transactions contemplated by this resolution in connection with the issuance of the Bond. The Executive Director on behalf of the Authority as managing member of the Borrower is hereby further authorized to execute and deliver the Regulatory Agreement and the Security Documents to which the Borrower is a party and to take any other action that he deems necessary and advisable to accomplish the issuance of the Bond, to consummate the transactions contemplated by the Bond, the Regulatory Agreement and the Security Documents, to complete the Project and to give effect to these resolutions and the transactions contemplated herein.

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

Section 12. Authorization of Future Acts. The Board further authorizes and directs the Executive Director, and all other proper officers, agents, attorneys and employees of Authority, on its own behalf and as managing member of the Borrower, to carry out, or cause to be carried out, all obligations of the Authority and the Borrower under the Bond, the Regulatory Agreement and the Security Agreement, including, without limitation, the execution and delivery of the certificates and opinions and the payment of expenses incurred or to be incurred by the Authority or the Borrower in connection with the Project and the issuance of the Bond; and to perform or cause to be performed such other acts as they shall consider necessary or advisable in connection with the issuance, sale and delivery of the Bond, the loan of the proceeds of the Bond to Borrower by the Authority and to ensure the proper use and application of the proceeds of the Bond, or in order to give effect to these resolutions and the transactions contemplated herein.

Section 13. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may in the absence of such person be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively.

Section 14. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 15. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

DATED this _____ day of _____, 2013.

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

Chair

Recording Secretary

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

In the Matter of the Authorization of the Issuance of Revenue Bonds of the Authority in the Aggregate Principal Amount of Not to Exceed \$7,000,000, the Sale of the Bonds, and the Loan of the Proceeds of the Bonds to Easton Ridge LLC to Provide a Portion of the Financing for the Acquisition and Rehabilitation of Easton Ridge Apartments

RESOLUTION NO.
1895

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Executive Director and Secretary of the Housing Authority of Clackamas County (the "Authority") and keeper of the records of the Authority, CERTIFY:

1. That the attached Resolution No. 1895 (the "Resolution") is a true and correct copy of the resolution of the Authority's Board of Commissioners, as adopted at a meeting of the Board held on the 20th day of December, 2012, and duly recorded in the Authority's minute books.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Authority's Board of Commissioners present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2013.

HOUSING AUTHORITY OF CLACKAMAS COUNTY

Executive Director and Secretary



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS

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

January 17, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

PRESENTATION FROM MT. HOOD SEARCH AND RESCUE COUNCIL

Public and Government Affairs is pleased to introduce to the Board of County Commissioners volunteers and representatives from the Mt. Hood Search and Rescue Council who will give a brief presentation about the Council's history, goals, mission, volunteer operations and member organizations.

These volunteers have special skills needed in search and rescue efforts and have committed countless hours in real missions and training to assist and aid those in need in Clackamas County and other jurisdictions.

Thank you for this opportunity to learn more about the Mt. Hood Search and Rescue Council.

Respectfully submitted,

Gary Schmidt
Director, Public and Government Affairs

For information on this issue, please contact Tracy Moreland at 503-655-8520

January 17, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

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

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designations of Kathleen Hanson, LCSW, Kim Pengelly, LCSW, Barbara Christopherson, LCSW and Jose Rodriguez, LPC, by the Clackamas County Behavioral Health Director as additional designees authorized under ORS 426.233 (copy attached) to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

Recommendation

Staff recommends the Board approve the attached Board Order of Kathleen Hanson, LCSW, Kim Pengelly, LCSW, Barbara Christopherson, LCSW and Jose Rodriguez, LPC, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,



Cindy Becker
Director

For more information on this issue or copies of attachments,
please contact Deborah Friedman at 503 742-5336

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

In the Matter of the Designations of
Kathleen Hanson, LCSW, Kim Pengelly,
LCSW, Barbara Christopherson, LCSW
and Jose Rodriguez, LPC as Mental
Health Director Designees to Direct
Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Kathleen Hanson, LCSW, Kim Pengelly, LCSW, Barbara Christopherson, LCSW and Jose Rodriguez, LPC as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designations of Kathleen Hanson, LCSW, Kim Pengelly, LCSW, Barbara Christopherson, LCSW and Jose Rodriguez, LPC, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 17th day of January, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

- (d) Transfer a person in custody to another person authorized under this subsection or a peace officer;
- (e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and
- (f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.
- (4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.
- (5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

COPY

January 17, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agency Service Contract with Northwest Family Services
for Strengthening, Preserving & Reunifying Families –
Family Navigator and Family Resource Coordinator Services**

The Children, Youth & Families Division (CYF) of the Health, Housing & Human Services Department requests the approval of an Agency Service Contract with Northwest Family Services for Strengthening, Preserving & Reunifying Families – Family Navigator and Family Resource Coordinator Services. This agreement will fund programs and services to prevent foster care, family involvement in the Child Welfare System, and improve family stability and early learning outcomes for children 0-8 years.

We anticipate that 160 children and their families will be served by this programming at the Gladstone Center for Children and Families in Gladstone and the Eastham Community Center in Oregon City.

Total amount of this agreement is \$165,000 with funds granted to CYF from State of Oregon, Dept of Human Services (DHS) District 15 and Gladstone School District to coordinate a system of child and family supports in Clackamas County. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate October 31, 2013. This agreement is in the format approved by County Counsel as part of the H3S standardization project.

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 Deanna Mulder (503) 650-5675

BEHAVIORAL HEALTH SERVICES AGREEMENT

This Behavioral Health Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and MORRISON CHILD AND FAMILY SERVICES, hereinafter called "CONTRACTOR".

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein. This agreement sets forth the terms under which CONTRACTOR will contract with COUNTY to provide mental health services to Oregon Health Plan Medicaid recipients enrolled with Health Share of Oregon/Clackamas and residents of Clackamas County who are eligible for services as uninsured, indigent individuals.

2.0 Term

Services provided under the terms of this agreement shall commence **January 1, 2013**. This agreement shall terminate **December 31, 2013** unless terminated by one or both parties as provided for in paragraph 6.0 below. This agreement may be renewed annually and amended by mutual written consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR as specified in Exhibit C, Compensation and Payment, for satisfactorily performing contracted services. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage, and incidentals necessary to perform the work and services.

3.2 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.3 Financial Records. CONTRACTOR and its subcontractors shall maintain complete and legible financial records pertinent to authorized Covered Services delivered and payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles and/or other applicable accounting guidelines such as outlined in Office of Management and Budget circulars A-87, A-122 and A-133. Financial records and supporting documents shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit F, Compliance with Applicable Law, attached hereto and incorporated herein. CONTRACTOR shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act.

Morrison Child and Family Services

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from COUNTY. CONTRACTOR shall not be relieved of any of CONTRACTOR's obligations hereunder by virtue of any such subcontract, and shall remain directly responsible for compliance with all the terms of this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of County, State or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4 Workers' Compensation. CONTRACTOR certifies that it is an insured employer for purposes of the Oregon Workers' Compensation law and maintains workers' compensation insurance as required by ORS 656.017, or qualifies for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, OHA and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$2,000,000 per occurrence/\$4,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall also obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$2,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence/\$4,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

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

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

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

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiring.

5.2.9 Independent Contractor Status. The service or services to be rendered under this agreement are those of an independent contractor. CONTRACTOR is not an officer, employee or agent of COUNTY as those terms are used in ORS 30.265.

5.2.10 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.11 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided,

Morrison Child and Family Services

however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

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

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.9 Public Contracting Requirements. Pursuant to the requirements of ORS 279B-020 and ORS 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this agreement:

5.9.1 CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.9.2 If CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this agreement as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this agreement.

5.9.3 CONTRACTOR shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.

5.9.4 CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR

collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.10 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon ninety (90) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

6.2.1 The terms of the OHP Medicaid Demonstration Project are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding authorized by this agreement.

6.2.2 The termination, suspension or expiration of the Health Share of Oregon Participating Agreement.

6.2.3 COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. Alternatively, the parties may agree to modify the agreement to accommodate a reduction in funding.

6.2.4 COUNTY has evidence that CONTRACTOR has endangered or is endangering the health or safety of clients, staff or the public. CONTRACTOR shall ensure the orderly and reasonable transfer of care in progress with clients and shall work with COUNTY staff to accomplish same.

6.2.5 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of CONTRACTOR, or the lapse, relinquishment, suspension, expiration, cancellation or termination of CONTRACTOR's insurance as required in this agreement.

6.2.6 CONTRACTOR's filing for protection under United States Bankruptcy Code, the appointment of a receiver to manage CONTRACTOR's affairs, or the judicial declaration that CONTRACTOR is insolvent.

6.2.7 If CONTRACTOR fails to perform any of the other provisions of this agreement, or fails to pursue the work of this agreement in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within ten (10) business days or such longer period as COUNTY may authorize.

6.3 Notice of Default. COUNTY may also issue written notice of default (including breach of contract) to CONTRACTOR and terminate the whole or any part of this agreement if CONTRACTOR substantially fails to perform the following specific provisions: Exhibit D(2)(A) Licenses and, Certification; Exhibit D(2)(C) Quality Assurance and Utilization Review; and Exhibit D(3) Recordkeeping and Reporting. The rights and remedies of COUNTY related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

6.4 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to clients under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR

NE
Morrison Child and Family Services
11035 ~~NW~~ Sandy Boulevard
Portland, OR 97266

If to COUNTY:

Clackamas County Behavioral Health Division
2051 Kaen Road, # 367
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following attachments, which by this reference are incorporated herein:

- | | |
|-----------|--------------------------------|
| Exhibit A | Definitions |
| Exhibit B | Scope of Work |
| Exhibit C | Compensation and Payment |
| Exhibit D | Performance Standards |
| Exhibit E | Fraud and Abuse |
| Exhibit F | Compliance with Applicable Law |

MORRISON CHILD AND FAMILY SERVICES

By: _____

Tia Gray Stecher
Tia Gray Stecher, CEO

Date

1/4/13
11035 NE Sandy Boulevard

Street Address

Portland, Oregon 97220

City / State / Zip

(503)258-4200 / (503)235-0593

Phone

/ Fax

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director

Health, Housing, and Human Services Department

Date

S:\Admin\CONTRACTS\BEHAVIORAL HEALTH\Expense\Morrison Child and Family Services\Health Share\2013-12-31BHSAcontract.docx

Morrison Child and Family Services

COPY

7

January 17, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of an Agreement between Clackamas County
and Easton Ridge LLC to use HOME Program Funds to
Rehabilitate an Existing Affordable Multi-family Rental Housing Project**

The Community Development Division of the Health, Housing & Human Services Department requests approval of an Agreement with Easton Ridge LLC, an Oregon *limited liability company*, to use federal HOME Investment Partnership Program (HOME) funds to rehabilitate the Easton Ridge Apartments located at 9009 SE Causey Avenue in Happy Valley.

Sited on 8.8 acres, the project consists of 264 one- and two-bedroom units in 11 three-story buildings and a single-story community building with a property management office. The apartments were constructed in 1989 and purchased by Housing Authority of Clackamas County (HACC) in 1996. The renovation work will preserve the useful life of the project. The proposed scope of work includes improvements in these key areas: site drainage, exterior envelopes, interior ventilation, kitchens and some bathrooms.

HACC formed the Easton Ridge LLC to act as the new ownership entity under financing structure which involves the sale of tax exempt bonds and federal low income housing tax credits. HACC is the managing member of Easton Ridge LLC.

HOME funds in the amount of \$660,000 will be in the form of a low-interest deferred-payment loan. The loan terms are being structured to fit the requirements of the tax credit program. The HOME funds represent four percent of project's \$42 million total development cost.

The HOME funds will be used for HOME-eligible costs. The HOME Loan Agreement will not be executed until the required amendment to the 2012 Action Plan of the Consolidated Plan is completed. No HOME funds will be disbursed before the owner has closed on the bond and low income housing tax credit financing. Seven units will be designated as HOME-assisted units with an initial HUD-required 15-year period of affordability.

County Counsel approved this agreement on December 6, 2012. No general fund dollars are involved in this project.

Recommendation

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

Respectfully submitted,



Cindy Becker
Director

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

Healthy Families. Strong Communities.

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

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

I. SCOPE OF SERVICES

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

Provide "**Strengthening, Preserving, Reunifying Families – Family Navigator and Family Resource Coordinator**" services as described in Work Plan Exhibit 1 attached hereto.

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to November 1, 2012. This agreement shall terminate October 31, 2013.

II. COMPENSATION AND RECORDS

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

On a cost reimbursement basis as described in Exhibit 3, attached hereto.
Up to a maximum compensation of \$ "**165,000**".

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

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

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

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

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

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

AGENCY SERVICE CONTRACT

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

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

III. MANNER OF PERFORMANCE

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

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

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

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

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

- 1. Commercial General Liability Insurance

Required by COUNTY Not required by COUNTY

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

- 2. Commercial Automobile Insurance

Required by COUNTY Not required by COUNTY

AGENCY SERVICE CONTRACT

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

3. Professional Liability Insurance

Required by COUNTY Not required by COUNTY

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

4. Additional Insurance Provision

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

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

5. Notice of Cancellation.

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

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

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

AGENCY SERVICE CONTRACT

8. Independent Contractor Status.

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

9. Primary Coverage Clarification.

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

10. Cross-Liability Clause.

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

- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

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

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

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

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

AGENCY SERVICE CONTRACT

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

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

AGENCY SERVICE CONTRACT

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

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

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

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

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

AGENCY SERVICE CONTRACT

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

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

AGENCY

Rose Fuller
By

Rose Fuller
Name (Typed)

Executive Director
Title

12/21/12
Date

6200 SE King Rd
Street Address

Milwaukie, 97222
City/Zip

503-546-6377
Phone Number

93-0841022
TIN, FIN or S.S.#

CLACKAMAS COUNTY

Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date

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

12-21-12
Date

EXHIBIT 1
SCOPE OF WORK AND PERFORMANCE STANDARDS

I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.

II. Performance Standards:

1. **Community Based, Holistic Approach**

- AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
- AGENCY programs and services shall have ongoing community investment and involvement.

2. **Family-Centered Programs**

- AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
- AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.

3. **Establish/Maintain Effective Partnerships**

- AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
- AGENCY shall develop and promote continuous communications with similar organizations.

4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**

- AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.

5. **Implement Research Based Accountability**

- AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
- AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.

1st Quarter, Jul 1 – Sep 30: due on Oct 17, 2012

2nd Quarter, Oct 1 – Dec 31: due on Jan 16, 2013

3rd Quarter, Jan 1 – Mar 31: due on Apr 16, 2013

4th Quarter, Apr 1 – Jun 30: due on Jul 16, 2013

6. **Reflect and Incorporate Diversity**

- AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.



8

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building
902 ABERNETHY ROAD | OREGON CITY, OR 97045

January 24, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVING AN INTER-GOVERNMENTAL AGREEMENT WITH
METRO FOR LITTER COLLECTION SERVICES**

The County has provided litter collection services for Metro in the area of the Metro South Transfer Station since 1985. This service is provided through an inter-governmental agreement. The program provides an outlet for Clackamas County juvenile and adult offenders to "work off" community service hours at no expense to the County.

The current agreement expired September 30, 2012 and Metro submitted a request to renew the agreement for another three years beginning on October 1, 2012 and ending June 30, 2015.

RECOMMENDATION

Staff respectfully recommends the Board adopt the attached agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Samuel Irving, Jr." with a stylized flourish at the end.

Samuel Irving, Jr.
Transportation Operations Manager

For information on this issue or copies of attachments
please contact Dave Watson at (503) 722-6320



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 931488

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736, and the Clackamas County Department of Transportation and Development ("County"), whose address is 150 Beaver Creek Road, Oregon City, Oregon 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in collecting litter in the vicinity of Metro South Transfer Station.
2. Term. This Agreement shall be effective October 1, 2012, and shall remain in effect through June 30, 2015 unless earlier terminated in conformance with this Agreement.
3. Services Provided. County and Metro shall perform the services described in the attached Scope of Work (Attachment A), which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.
4. Payment for Services. Metro shall pay County for services performed and materials supplied as set forth in the Scope of Work a maximum of SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00). Metro will make payments on a quarterly basis within thirty (30) days of receipt of County's invoice.
5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

6. Indemnification. Subject to the limits of the Oregon Constitution and Oregon Tort Claims Act, County shall hold harmless Metro, its officers and employees from any claims or damages or property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by County's actions under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 30 days written notice of intent to terminate. This Agreement may be terminated with less than 30 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 10 days written notice of the alleged default, with opportunity to cure within the 30 day period.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For Clackamas County:
County Counsel
2051 Kaen Road
Oregon City, OR 97045

For Metro:
Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For Clackamas County:
Terry Ellison
Clackamas County Transportation
902 Abernethy Road
Oregon City, OR 97045

For Metro:
Penny Erickson
600 NE Grand Ave.
Metro
Portland, OR 97232

County may change the above-designated Project Manager by written notice to Metro. Metro may

Intergovernmental Agreement

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

Clackamas County Department of
Transportation and Development,
by and through Cam Gilmour, Director

Metro

By: _____

Cam Gilmour, Director

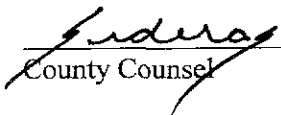
Date

By: _____

Print name and title

Date

APPROVED AS TO FORM:


County Counsel

DATED this ____ day of _____, 2012

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Scope of Work – Attachment A

Metro Contract No. 931488

1. County shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; 0.5 miles of Clackamas River Drive from its intersection with Washington Street, north to a point one-half mile distant; and both sides of Oregon City Bypass for a distance of 1 mile from the intersection of Washington Street and Oregon City Bypass.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litterbags and place them along the roadside. Filled bag disposal will be provided by Metro. Metro will reimburse County for the cost of litterbags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and County.
5. County shall supply all labor and supervision. Supervisors shall be trained and experienced in managing each work crew. Approximately four to six workers shall be provided per crew. Two crews should be used when possible.
6. County shall be paid minimum wage (currently \$8.80) per man-hour for litter collection services, and \$18.50 per hour for each of two supervisors when the collection crews are working.
7. County shall be paid for 1.5 hours per week at \$94.00 per hour for program administration, not to exceed \$7,732 per year.
8. County shall be reimbursed for work crew vehicle rental costs at \$189.76 per workday (\$94.88 per vehicle) for two vehicles not to exceed \$8,488.00 per year.
9. Metro shall reimburse the County for replacement traffic control signs and grapplers (litter sticks) that are worn out or damaged during the performance of duties under this agreement.
10. All visible, unconcealed litter objects, greater than approximately one square inch in size shall be collected. Bulky items may be separately set along the roadside. Items of excess unmanageable weight shall not be handled. Supervisors shall see that the workers perform according to the stipulations and use extreme caution at all times. County is responsible for the safety of the crew.
12. County will provide special cleanup crews, when available, for major cleanup efforts on public lands required after storms, high winds or other such occurrences.
13. The entire collection area shall be picked up at least once every two weeks.
14. County will use adult offenders to provide the services covered in this scope and ensure that appropriate offenders are selected for participation.

Scope of Work – Attachment A

Payment and Billing

Metro shall pay County for services performed and materials delivered in the maximum sum of SEVENTY FIVE THOUSAND AND NO/00THS DOLLARS (\$75,000.00) This maximum sum includes all fees, costs and expenses of any nature whatsoever. Each of Metro's payments to County shall equal a percentage of the total contract price, and that percentage shall equal the percentage of the work County accomplished during the billing period. County's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once per month. Invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or emailed to metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Metro shall pay County within thirty (30) days of receipt of an approved invoice.



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

January 17, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Canby in its Capacity as Canby Utility for the Ability to Use the County Right of Way

Oregon utilities have the ability to place their lines, fixtures, and certain of their facilities within County road right of way provided that they comply with certain terms and conditions. The specific ordinances controlling a utility's ability to use the right of way are set out in the Clackamas County Code at Chapter 7.03. The County has a standard form of agreement, called a utility placement agreement, which grants a specific utility the ability to use the road right of way provided the utility complies with the terms of the ordinance.

Often these utility placement agreements may be executed without the action of the Board of County Commissioners. However, in some cases the utility is owned by a city or other municipality. In these instances the most correct choice is to recognize that the utility placement agreement is an intergovernmental agreement between two entities of the state of Oregon, and proceed to request the approval of the Board.

That is true of the utility placement agreement now being presented to the Board. Canby Utility, a subdivision of the City of Canby, wishes to enter into an agreement which would allow Canby Utility to use the right of way regulated by the County. It is in the best interest of the public and the ratepayers that it is permitted to do so. The proposed agreement is consistent with Oregon statutes and County ordinances, and treats Canby Utility exactly the same as any other utility and neither increases, nor decreases, its responsibilities with respect to the use of the County's roads and associated right of way.

This utility placement agreement has been reviewed by County Counsel.

Recommendation

Staff respectfully recommends that the Board of County Commissioners approve the utility placement agreement with the City of Canby in its capacity as Canby Utility so as

to grant the utility the ability, upon compliance with the County's ordinances, to place its lines, fixtures, and facilities in the County's right of way.

Sincerely,

A handwritten signature in cursive script, appearing to read "Greg Petersen", with a long horizontal flourish extending to the right.

Greg Petersen
Survey and CADD Supervisor

For information on this issue or copies of attachments
please contact Greg Petersen at (503) 742-4672 or gregp@co.clackamas.or.us

UTILITY PLACEMENT AGREEMENT

AN AGREEMENT PERMITTING A UTILITY TO PLACE ITS LINES, FIXTURES, AND FACILITIES IN THE COUNTY RIGHT OF WAY

Between

CLACKAMAS COUNTY

And

CANBY UTILITY

Dated: December 3, 2012

RECITALS

- A. Clackamas County (the "County"), a political subdivision of the State of Oregon, has the right to regulate the use of the right of way of County roads, local access roads, public roads, streets, alleys, and bridges of unincorporated Clackamas County and those other areas of Clackamas County over which its jurisdiction extends.
- B. Canby Utility, a customer owned utility and an independent subdivision of the City of Canby, (the "Utility") desires to use the right of way over which the County has jurisdiction to provide services to the citizens, businesses, schools, hospitals, governmental units, and other entities located within Clackamas County.
- C. The County and the Utility agree that it is in their mutual interest, and in the best interest of the public, to enter into an agreement (the "Agreement") which would allow the Utility to use the right of way regulated by the County. The purpose of this Agreement is to set out the County's and the Utility's agreement as to how the Utility may use the right of way regulated by the County in an efficient, safe, and expeditious manner, in accordance with County standards, and to delineate the instances when the County might demand money from the Utility in relation to the Utility's use of the right of way.
- D. The County has set out in the Clackamas County Code at Chapter 7.03 the specific *ordinances controlling a utility's ability to use the right of way regulated by the County*. The purpose of this Agreement is to supplement those ordinances. If any of its terms conflict with the ordinances set out in Chapter 7.03 as those ordinances now exist or may be subsequently amended, the ordinances shall control.

Accordingly, the County and the Utility agree as follows:

1. Rights and Duties of the Utility.

A. The Utility and its successors and assigns, either directly or through its contractors, may construct, operate, and maintain its lines, fixtures, and facilities on, over, and under the right of way regulated by the County in accordance with the statutes, regulations, and directives of the State of Oregon and the ordinances and specifications adopted by the County.

B. The Utility shall neither commence construction of a new line, fixture, or facility, nor maintain, expand, change the connections, or otherwise work on an existing line, fixture, or facility, without complying with the following terms and conditions:

1. In instances when the work contemplated by the Utility consists of routine service connections or ordinary maintenance, the Utility shall give notice to the County, using a form designed by the County, prior to the commencement of the work. Telephonic notice or other means of notice in lieu of written notice may be given by the Utility, provided the alternative to written notice provides all the information requested by the County's form. Approval by the County Road Official, as set out in Section 1(B)(2), is not required for routine service connections or ordinary maintenance, however, the Utility's assertion that the work consists of routine service connections or ordinary maintenance is not a limitation to the County Road Official's powers under this Agreement and Clackamas County Code Chapter 7.03.

2. Regardless of its scope and scale, in any and all instances when the work contemplated by the Utility is more significant than routine service connections or ordinary maintenance, including any and all instances when the proposed work involves construction of a new line, fixture, or facility or relocation of an existing line, fixture, or facility, the Utility shall not commence work without first securing the permission of the County Road Official, or the County Road Official's designee, through a Utility Placement Permit and otherwise providing written notice to the County Road Official as may be required by Clackamas Code 7.03.099(A)(1), as it now exists or may be subsequently amended.

a. The application for a Utility Placement Permit shall in all ways conform to the requirements of Clackamas County Code 7.03.100(A) and 7.03.160, as it now exists or may be subsequently amended.

b. Design responsibility for Utility Placement Permit shall be the exclusive responsibility of the Utility, as set out Clackamas County Code 7.03.100(B), as it now exists or may be subsequently amended.

c. In reviewing the application for a Utility Placement Permit, the County Road Official or the County Road Official's designee shall apply the criteria set out in Clackamas County Code 7.03.100(C), as it now exists or may be subsequently amended, and may attach:

i. The specific construction details set out in

Clackamas County Code 7.03.170, as it now exists or may be subsequently amended; and/or

ii. The requirements and specifications for controlled density fill set out in Clackamas County Code 7.03.180, as it now exists or may be subsequently amended; and/or

iii. The provisions for cuts of paved roadway surfaces set out in Clackamas County Code 7.03.190, as it now exists or may be subsequently amended.

d. If instances of emergency require the Utility to repair, relocate, or otherwise perform work on its lines, fixtures, and facilities, the Utility may proceed to address the emergency without first receiving the approval of the County Road Official or applying for a Utility Placement Permit, however, the Utility shall in all ways conform to the requirements of Clackamas County Code 7.03.099(A)(2) and 7.03.100(D) as these sections now exist or may be subsequently amended.

e. The Utility shall supply a Performance Bond as set out in Clackamas County Code 7.03.100(A)(2) and 7.03.130(E), as these sections now exist or may be subsequently amended.

f. The Utility shall be responsible for securing any other permits, as set out in Clackamas County Code 7.03.120(A) as it now exists or may be subsequently amended.

3. In performing the operations authorized by the Utility Placement Permit the Utility shall have:

a. Responsibility for relocation or adjusting other preexisting utilities, as set out in Clackamas Code 7.03.120(C), as it now exists or may be subsequently amended;

b. Responsibility for notifying abutting property owners about the utility work and its impacts, as set out in Clackamas Code 7.03.120(D), as it now exists or may be subsequently amended;

c. Liability for injury or damage as a result of work covered by a permit, as set out in Clackamas Code 7.03.120(E), as it now exists or may be subsequently amended;

d. Responsibility to protect the public and the roadway, as set out in Clackamas Code 7.03.120(F), as it now exists or may be subsequently amended;

e. Responsibility for an approved traffic control plan, as set out in Clackamas County Code 7.03.120(G), as it now exists or may be subsequently amended; and

f. Responsibility for protecting survey monuments in the vicinity of

the lines, fixtures, and facilities, as set out in Clackamas County Code 7.03.210, as it now exists or may be subsequently amended.

4. All traffic control in association with the work authorized by the Utility Placement Permit shall conform to the requirements of Clackamas County Code 7.03.140, as it now exists or may be subsequently amended.

5. The effective period for a Utility Placement Permit shall be as set out in Clackamas County Code 7.03.110, as it exists now or may be subsequently amended.

C. The work done and actions performed by the Utility directly or through its contractors, and the presence, construction, maintenance, repair, or disrepair of the Utility's lines, fixtures, and facilities, shall not endanger or unduly interfere with public travel on the right of way regulated by the County, or with the County's maintenance or improvement of the right of way.

D. Should the Utility open or otherwise break the pavement or surface of any road, street, alley, bridge, or any other right of way regulated by the County, the Utility shall, as soon as is practicable, repair, replace, and restore its surface and grade to as good or better and safe or safer condition as existed prior to the opening or breaking.

1. Any defects in repairs, replacement, or restorations to breaks or openings in the pavement or surface of the right of way made by the Utility or its contractors shall be remedied by the Utility within six (6) hours of notice by the County that the defects endanger the traveling public, and within one (1) week of notice by the County in all other cases.

2. The Utility shall conduct periodic inspections of its repairs, replacement, or restorations to breaks or openings in the pavement or surface of the right of way following its completion of the work to insure compliance with this Agreement and the applicable statutes and ordinances.

3. If following notice and demand to the Utility, the Utility should fail to repair, replace, or restore breaks or openings in the pavement or surface of the right of way made by the Utility or its contractors in a timely manner, or if following notice and demand to the Utility the Utility should fail to act in a timely manner to cure defective repairs, replacements, or restorations, the County may, using its own staff or its contractors, perform the necessary repair, replacement, or restoration and submit a statement of total costs incurred to the Utility. Upon receipt of said statement, the Utility shall immediately, or within such period of time as may be agreed between the Utility and the County, pay the full amount of the sum demanded by the County.

4. The Utility shall otherwise comply with the requirements for repair and restoration of the right of way according to the reasoned discretion of the County Road Official as set out in Clackamas County Code 7.03.120(B), as it now exists or may be subsequently amended.

E. Maintenance and operation of the lines, fixtures, and facilities authorized by the Utility Placement Permit shall be as set out in Clackamas County Code 7.03.220, as it now exists or may be subsequently amended.

F. The Utility shall not cause or permit any hazardous substance to be spilled, leaked, disposed of, or otherwise released on or under the right of way regulated by the County. The Utility shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on or about the right of way regulated by the County. For purposes of this section, the term "environmental law" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment, and the term "hazardous substance" shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any environmental law.

G. The Utility and its contractors, to the extent permitted under the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 et seq.), shall at all times indemnify, defend, and forever hold harmless the County, and its commissioners, officers, agents, and employees from and against any and all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon loss, damage, cost, expense, injuries to persons or property, or liability, from any and all claims in any form, including all expenses of litigation with reasonable attorney fees, asserted on the basis of the use, presence, construction, maintenance, expansion, or relocation of the Utility's lines, fixtures, and facilities within the right of way regulated by the County or the errors, omissions, faults or negligence of the Utility, its contractors, any subcontractor, anyone directly or indirectly employed thereby or anyone for whose acts they may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

H. The Utility or its contractor shall obtain at its sole cost and file with the County a policy or policies of comprehensive general liability insurance or a certificate of such insurance, satisfactory to the legal counsel for the County, naming the County, and its commissioners, officers, agents and employees, as insureds or additional insureds. The insurance shall protect against liability for damages of any nature caused by the conduct or operation of the Utility, its agents, contractors, subcontractors, or employees, resulting in personal injury, bodily injury, death, or damage to property, including loss of use thereof, in any way related to the physical location, installation, construction, maintenance, repair, operation or use of the lines, fixtures, or facilities located in the right of way regulated by the County, the repair, replacement, and/or restoration of the roadway, or in any operation under this Agreement.

1. Said policy or policies of insurance shall provide coverage on a current basis for both bodily injury and property damage in not less than \$1,000,000 (one million dollars) per occurrence and \$3,000,000 (three million dollars) general aggregate and with a deductible not in excess of \$10,000 per occurrence. Such insurance shall cover all risks arising out of the Utility's activities under this Agreement.

2. Said policy or policies shall also contain a statement of obligation on the part of the insurance carrier to notify the County of any material change, cancellation or termination of the coverage, at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination.

3. Coverage provided hereunder by the Utility shall be primary insurance and not contributing with any insurance maintained by the County and the policy shall contain such endorsement. The insurance policy or the certificate of insurance shall contain a waiver of subrogation for the benefit of the County.

4. The Utility shall give the County prompt and timely notice of claim made or suit instituted arising out of Developer's operations hereunder.

5. The Utility may, at the reasoned discretion of the County, be relieved of the obligation of submitting a certificate of insurance if it submits evidence reasonably satisfactory to the County that it is insured, or has adequate provisions for self-insurance, in accordance with the requirements of this section.

2. Rights and Duties of the County.

A. The County shall not charge the Utility for the issuance of any permit or for any fee for the use or occupancy of the right of way regulated by the County.

1. The County may charge, and the Utility shall pay, all costs incurred incidental to utility placement and continuing operation, as set out in Clackamas County Code 7.03.200(A).

2. The Utility shall reimburse the County for any and all reasonable and necessary expenses the County may incur, as is authorized by Clackamas County Code 7.03.200(B).

B. In addition to, and independent of, the power set out in Section 1(B), the County, through its County Road Official, has the authority to order the designated location, or change in location, on either a temporary or permanent basis, of any of the Utility's lines, fixtures, and facilities, at the expense of the Utility, any time the County Road Official deems either expedient or required according to the interests of the traveling public.

1. The County Road Official shall notify the Utility in writing of the required removal, relocation, or repair of the Utility's line, fixture, or facility, including, as appropriate, any proposed changes in grade, contour, or alignment of the right of way or its proposed vacation.

a. Upon receiving the notice the Utility shall determine the estimated requirements for accomplishing the action directed by the County Road Official, and provide those requirements in an answer to the County Road Official within thirty (30) days following the receipt of the written notice from the County Road Official, unless the Utility is able, in good faith, to provide an explanation as to why the Utility may not make answer in this period, in which instance the Utility shall provide an estimate, in good faith, as to when the Utility reasonably expects to file its answer.

b. Upon receiving the answer from the Utility, the County Road Official may schedule a meeting with the Utility and other affected utilities and contractors.

2. Following the receipt of the answer from the Utility and any subsequent meeting as discussed in Section 2(B)(1)(b), the County Road Official shall send a second notice to the Utility, in the form of an Order of the Road Official, directing the Utility to complete the removal, relocation, or repair of its line, fixture, or facility within a specified time and consistent with the plan established in Section 2(B)(1).

3. Should the County Road Official subsequently determine that the work must occur at a different time or in a different manner than was specified according to the provisions of Section 2(B)(2), the County Road Official shall provide notice of the change through an Amended Order of the Road Official. Unless otherwise required due to emergency, the Utility shall be allowed an additional thirty (30) days to comply with any terms of performance ordered by the County Road Official in instances where the provisions of the Amended Order of the County Road Official differs from the Order of the County Road Official.

4. Should the Utility fail to comply with the Order or Amended Order of the County Road Official, the County may, according to the discretion of the County Road Official, either:

a. Use its own staff or its contractors to perform the work ordered by the County Road Official and submit a statement of total costs incurred to the Utility. Upon receipt of said statement, the Utility shall immediately, or within such period of time as may be agreed between the Utility and the County, pay the full amount of the sum demanded by the County; or

b. Treat the Utility's failure to temporarily or permanently remove, relocate, or repair its lines, fixtures, or facilities as a public nuisance, which in the manner of a road hazard may be abated in any expedient manner.

5. The Utility shall assist in the County's maintenance of the right of way, remove detriments to the right of way, and accommodate improvements to the right of way as set out in Clackamas Code 7.03.230, as it exists now or may be subsequently amended.

C. The County shall have the right, upon reasonable notice, or in instances of emergency with no notice, to inspect any and all of the Utility's lines, fixtures, or facilities located in the right of way regulated by the County. Any inspection and compliance checks carried out by the County, and any supervision or control exercised by County personnel shall in no way relieve the Utility of any duty or responsibility to the traveling public, nor shall it relieve the Utility of any liability for loss, damage, or injury to persons or property as provided in this Agreement.

D. The County reserves the right to enter into other agreements with other entities for the use or occupancy of the right of way regulated by the County or any portion of the right of way regulated by the County for the purpose of this Agreement or any other public purpose.

3. Termination.

A. This Agreement shall be in effect for a period of ten (10) years from the date set about above, after which it shall be automatically renewed for an additional ten (10) year period unless either the Utility or the County delivers to the other written notice of the intent to not renew no later than ninety (90) days prior to the termination date.

B. Prior to the expiration date of this Agreement or any renewal thereof, this Agreement may be terminated by:

1. The mutual decision of the Utility and the County; or

2. The default of the Utility, which default consists of the Utility's failure to comply with any term or condition of this Agreement followed by the Utility's failure to cure the defect within thirty (30) days following the Utility's receipt of the County's notice of default. Examples of default include, but are not limited to:

a. The Utility's misrepresentation, misstatement, or omission of any fact material to the assessment of the Utility or to traffic safety, convenience, or the property rights of any person; or

b. The Utility's failure to comply with regulations and industry codes, as set out in Clackamas County Code 7.03.150, as it now exists or may be subsequently amended; or

c. Any violation of the terms and conditions of the Utility Placement Permit.

3. Any substantive change to the body of law affecting the substance of this Agreement, such as a change to the law so as to allow the County to charge the Utility a fee as to any use touching upon this Agreement.

C. Notwithstanding any other provisions of this Section 3, the termination of this Agreement:

1. Shall not then end the Utility's obligation to repair, replace, or restore

as set out in Section 1(D). Those obligations shall have a life extending an additional fifteen (15) years beyond any termination of this Agreement; and

2. Shall not then end the Utility's responsibilities with respect to hazardous substances as set out in Section 1(F). Those obligations shall have a life extending perpetually beyond any termination of this Agreement; and

3. Shall not then end the Utility's responsibilities with respect to indemnification as set out in Section 1(G). Those obligations shall have a life extending perpetually beyond any termination of this Agreement.

4. General Provisions.

A. Any notice required or permitted under this Agreement shall be in writing and shall be given and actually delivered in person or deemed delivered 48 hours after having been deposited in the United States Mail as certified mail addressed to the addresses set forth below:

to: Canby Utility
Attn: General Manager
PO Box 1070
Canby, OR 97013

to: Clackamas County Development Services Bg.
Engineering
Sunnybrook Service Center
150 Beaver Creek Rd.
Oregon City, OR 97045

or as addressed in such other way in respect to either party, as that party may from time-to-time designate in writing dispatched as provided in this Section.

B. . The parties will use their best efforts to mutually resolve any disputes that may arise out of or pursuant to their respective rights and obligations under this Agreement. If the parties cannot mutually resolve a dispute and in the event a suit, action, arbitration or other proceeding of any nature whatsoever is instituted to interpret or enforce any provision of this Agreement, each party will be solely responsible for its own costs, expenses, and fees, including attorney fees.

C. This Agreement may be amended, modified or extended only by written instrument executed by both parties.

D. Neither anything in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

E. All amendments to the Agreement must be in writing, and executed by the

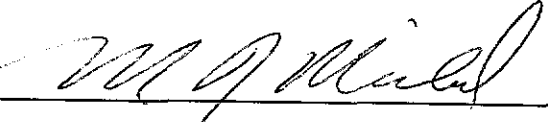
appropriate authorities of the Utility and the County.

F. Any ambiguity in this Agreement, including the meanings of any terms contained herein, shall be resolved according to the definitions and dictates of Chapter 7.03 of the Clackamas County Code, either in its form at the time of the execution of this Agreement or as it may be subsequently amended. If any of this Agreement conflicts with the ordinances set out in Chapter 7.03 as those ordinances now exist or may be subsequently amended, the ordinances shall control.

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

"The Utility"

Canby Utility

By: 

Title: General Manager

Date: December 4, 2012

"The County"

The Board of County Commissioners of
Clackamas County

By: _____
Chair

Mary Raethke
Recording Secretary

Date: _____



CAMPBELL M. GILMOUR
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

Board of County Commissioners
Clackamas County

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

Members of the Board:

Approval of a Contract with OBEC Consulting Engineers, Inc. for Consulting Engineering Services for the East Barlow Trail Road MP 6.0 Restoration Improvements Project

Clackamas County is preparing to evaluate roadway and embankment restoration options on East Barlow Trail Road at Milepost 6.0 following the Sandy River flood event that occurred in the winter of 2011. The project is estimated at \$1,160,000 and is 89.73% funded by the Federal Highway Administration (FHWA) through 2011 Emergency Response funds, specifically obtained to provide a permanent solution to the eroded roadway embankment. County Road Fund match is 10.27% of the total project cost, currently estimated at \$119,132.

Staff advertised this project under a Request for Proposals (RFP) which included the preparation of design reports, plans, specifications, cost estimates and other related materials required in order to provide contract bidding documents for the project. Further negotiations were required to establish statement of work and fee proposal, which were approved by ODOT as required for receipt of federal funds. The selected consultant was OBEC Consulting Engineers, Inc. with an agreed contract amount of \$219,271.76.

The anticipated project schedule shows construction starting in the Summer of 2014. This contract will expire on December 31, 2014.

This contract has been reviewed and approved by County Counsel.

Recommendation

Staff respectfully recommends that the Board approves and signs the contract with OBEC Consulting Engineers, Inc. for the evaluation and design of restoration improvements on East Barlow Trail Road, Milepost 6.0.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on Board Agenda of January 17, 2013
By Purchasing Department

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



LANE MILLER
MANAGER

PURCHASING DIVISION

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

January 17, 2013

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **January 17, 2013**, this contract with OBEC Consulting Engineers, Inc. for **Consulting Engineering Services for the East Barlow Trail Road MP 6.0 Restoration Improvements Project**. This project was requested by Joel Howie, DTD Project Manager, and was publicly advertised in accordance with ORS 279. Thirty-two proposal responses were requested and sent out with one proposal received: OBEC Consulting Engineers, Inc. A selection panel reviewed and evaluated the Request for Proposal based on the selection criteria outlined in the RFP documents. OBEC Consulting Engineers, Inc. was determined to have submitted a responsive and responsible proposal and was selected to enter into contract. The contract amount is not to exceed \$219,271.76. The contract term is from contract execution through December 31, 2014. Contract documents have been reviewed and approved by County Counsel. Funds for this project are budgeted under account line 215-2410-00-437924-22201 for fiscal years 2012/2013, 2013/2014 and 2014/2015.

Respectfully Submitted,

Kathryn M. Holder
Purchasing Staff



TRANSPORTATION MAINTENANCE DIVISION

McCoy Building

902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Contract with Diversified Marine, Inc.
Canby (MJ Lee) Ferry Propulsion System Retrofit**

The Canby Ferry connects the communities of Wilsonville and Canby across the Willamette River (domestic waterway), in Clackamas County, Oregon. A Ferry has been in operation at this site since 1914 and it has proven to provide an important link in the Clackamas County Transportation system to facilitate regional movement of people, motorized vehicles, goods and services.

The Transportation Maintenance Division has been working on the Canby Ferry Propulsion System Retrofit since 2010. The primary focus of this project will be to retrofit the propulsion system on the existing Canby Ferry. The M.J. Lee was first commissioned on June 20, 1997. Since that time, records show it has transported over a million vehicles and made over 300,000 round trips across the river. The current propulsion system is an electric over hydraulic drive. The hydraulic components are heavily worn and have begun experiencing some minor leaks that require frequent repair. A retrofit of the ferry will eliminate much of the hydraulic drive system and convert the system to electric reducing the risk of an environmentally damaging oil spill. Additionally, a new system will be quieter and more reliable than the current system. The work will also include various structural modifications to the vessel as well as a drydocking of the vessel for pressure washing and Coast Guard inspection of the hull and effecting repairs discovered during inspection. Following repairs, the entire boat will be repainted.

The Department of Transportation and Development has secured a federal grant from FHWA that will fund this contract. Funds for this project are covered under budget line 416-2433-02105-481180-22202 for fiscal year 2012/2013. The contract amount is to be \$1,693,410.00 with a completion date of July 30, 2013.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract between Clackamas County and Diversified Marine, Inc. for the Canby (MJ LEE) Ferry Propulsion System Retrofit.

Sincerely,

Samuel Irving, Jr., Transportation Operations Manager
Transportation Maintenance Division

Placed on the January 17, 2013 agenda by the Purchasing Division.

For more information on this issue, please contact Samuel Irving, Jr. at (503) 650-3467



LANE MILLER
MANAGER

PURCHASING DIVISION

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

January 17, 2013

**MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS**

Please place on the Board Agenda of **January 17, 2013** this contract with Diversified Marine Incorporated for the **Canby (MJ Lee) Ferry Propulsion System Retrofit** for the Clackamas County DTD Road Maintenance Division. This project was requested by Darrel Burnum, Project Manager. Proposals were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS 279C and LCRB Rules. One proposal was received from Diversified Marine Incorporated (DMI). The proposal was evaluated and a Notice of Intent to Award was issued to DMI. The project team then negotiated with DMI resulting in the scope of work and contract price of 1,693,410. DMI was determined to be the lowest responsive and responsible proposer.

All work is to be completed by July 30, 2013. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 416-2433-02105-481180-22202. for fiscal year 2012/2013.

Respectfully Submitted,

Lane Miller, CPPB
Purchasing Manager



Dave Cummings
Chief Information Officer

INFORMATION SERVICES

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

January 17, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

**APPROVAL OF THE ORMAP INTERGOVERNMENTAL AGREEMENT CONTRACT
#2995 BETWEEN THE STATE OF OREGON, DEPARTMENT OF REVENUE AND
CLACKAMAS COUNTY**

Attached is the Intergovernmental Agreement Contracts #2995 between the State of Oregon, Department of Revenue and Clackamas County for participation in the ORMAP revenue sharing program.

This program, legislated in 1999 as ORS 306.135, provides for the funding of GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 from each recorded document. These funds go into a pool administered by the Oregon State Department of Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our award of our grant request for continuing work on the capture of tax lot lines and annotation from survey documents and converting that information to a digital GIS database as spelled out by Oregon Department of Revenue standards.

This IGA contract benefits the County and the State as well as the public. It provides mutually beneficial data to all parties. Funds from this contract total \$34,916.00 for this grant request period. Acquisition of this funding from the State is partially based on matching funds from the County. This has been satisfied by the on-going tax lot enhancement project, initiated in 1998. The funds from the State will supplement our current efforts. This particular grant funds a specific project being done by Technology Services to use various GIS data capture techniques to greatly enhance spatial accuracy of tax lots as well as conversion from paper Assessor's maps to digital. These projects move the County closer to completing digital tax lot maps as required by the State Department of Revenue ORMAP program.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. The primary focus with this grant award and matching in-kind resources is to continue the tax lot enhancement project, the ultimate goal in the ORMAP statewide tax lot remapping project.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign the Intergovernmental Agreement Contract #2995 between the State of Oregon Department of Revenue and Clackamas County for ORMAP. County Counsel has reviewed these on-going ORMAP contracts and has approved as to form.

Sincerely,

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

David Cummings
Director, Technology Services

For more information please contact Eric Bohard at 503-723-4814

**DEPARTMENT OF REVENUE
ORMAP INTERGOVERNMENTAL AGREEMENT
CONTRACT # 2995**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue ("Department") and Clackamas County ("County").

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all approvals required by the State have been obtained.
- B. Award. The Department shall provide funds in the amount of \$34,916.00 to the County to fund all or part of the activities set forth in Exhibit A ("Proposal") which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the "Project". All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the "Total Project". (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use, any funds described in this Section other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by *December 31, 2013* ("Project Completion Date"). Final billing for the Project shall be submitted to the Department on or before *January 31, 2014*.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County's request for disbursement, the Department shall disburse funds to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.
- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the

County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.

- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.

- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
 2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.
- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.
- Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In

addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.
- B. Termination Because of Non-Appropriation or Project Ineligibility.
1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
 2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County

shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

- C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:
1. The design and implementation of the Total Project is not pursued with due diligence; or
 2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or
 3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
 4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
 5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.
- E. Severability. The Department and the County agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE COUNTY ON

THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its
Department of Revenue

COUNTY:

Clackamas County

By: _____
Jennifer Jolley, Contracts Administrator

By: _____

Date: _____

Title: _____

Telephone: (503) 945-8403

Date: _____

Fax No: (503) 945-8382

Telephone: _____

Fax No: _____

Authorized Agency Signature

By: _____
Stephanie Lehman, Contracts Manager

Date: _____