CLACKAMAS COUNTY

BOARD OF COUNTY COMMISSIONERS

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

AGENDA

Thursday, July 12, 2012 - 10:00 AM
Board of County Commissioners Business Meeting

Beginning Board Order No. 2012-72

I. CALL TO ORDER
- Roll Call
- Pledge of Allegiance
- Approval of Order of Agenda

II. CITIZEN COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. This portion of Citizen Communication will end at 10:30. If we are unable to hear everyone who has signed up to speak during this time, we will continue Citizen Communication when our business items conclude after the Consent agenda. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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

1

1. Recognition of County Employee Joan LeBarron for 59 Years of Service to Clackamas County Juvenile Department (Ellen Crawford, Juvenile Director)

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

2

1. Second Reading of Ordinance No. 06-2012 Amending the Clackamas County Ambulance Service Plan (Cindy Becker, Larry MacDaniels Health, Housing & Human Services)

3

2. First Reading of Ordinance No. _____ Amending Chapter 7.03, Road Use, of the Clackamas County Code (Scot Sideras, County Counsel)

4

3. First Reading of Ordinance No. _____ Amending Chapter 5.01, Animal Services, of the Clackamas County Code (Diana Hallmark, Dog Services)

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

~NO DISCUSSION ITEMS SCHEDULED

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

A. Health, Housing & Human Services

5 1. Approval of an Intergovernmental Agreement Amendment No. 2 with the City of Molalla/Molalla Adult Center to Provide Social Services for Clackamas County Residents - ss

6 2. Approval of Intergovernmental Agreement Amendment No. 3 with the City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and Over - ss

7 3. Approval of an Intergovernmental Agreement between the Community Development Division and the City of Wilsonville for Building Improvements to the Wilsonville Senior Center Kitchen - CD

8 4. Approval of Amendment No. 6 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for the Operation of the JOBS Program - cscc

9 5. Approval of an Annual Renewal of an Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services – cscc

10 6. Board Order No. _____ Approval of Mental Health Director's Designees to Authorize a Custody Hold Under *ORS 426.233* - BH

B. Elected Officials

11 1. Approval of Previous Business Meeting Minutes – BCC

C. Business and Community Services

12 1. Approval of an Intergovernmental Agreement with Multnomah County, Washington County, Hood River County Library District, Fort Vancouver Regional Library District and the City of Camas for Continuing the Metropolitan Information Exchange (MIX)

D. Juvenile Department

13 1. Approval of an Intergovernmental Agreement with the Oregon Commission on Children and Families for Juvenile Crime Prevention Funds

E. Community Corrections

14 1. Approval of Amendment No. 1 to the Intergovernmental Agreement #4601 between the State Department of Corrections and Clackamas County

VII. WATER ENVIRONMENT SERVICES

15 1. Approval of the Construction Services Agreement for the Tri-City Service District Secondary Clarifier No. 1 Rehabilitation Project

16 2. Approval of an Intergovernmental Agreement between the City of Happy Valley and Clackamas County Service District No. 1 for Reimbursement of the Cost of the 129th Avenue Fish Passage-Culvert Removal Project

CITIZEN COMMUNICATION (continued if needed)

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

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

1

CLACKAMAS COUNTY

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

RECOGNITION OF YEARS OF SERVICE
BY COUNTY EMPLOYEE JOAN LeBARRON

I respectfully request the Board to recognize one of our employees, Joan LeBarron, who will be retiring on Monday, July 16, 2012. Joan has worked for the county for 59 years!

Joan began working for Clackamas County Juvenile Department on July 1, 1953. During this time she has made significant contributions in the lives of youth and families, participated on numerous boards and committees always serving the best interests of public safety. Her dedication and commitment to public service is extraordinary.

Over these many decades Joan has experienced numerous changes in public service and the juvenile justice system. She has always embraced change with an enthusiastic attitude and exemplified a positive role model among her peers and professional partners.

Joan has always demonstrated a high degree of professionalism in her relationships with community partners, the Court and her co-workers. She takes great pride in representing the County and the work being accomplished for youth and families.

Joan contributions will be missed but her impact on public safety and juvenile justice will remain for years to come.

I respectfully request a public recognition of her service.

Sincerely,

Ellen F. Crawford

Ellen Crawford, Director
Juvenile Department

For information on this issue or copies of attachments
please contact Crystal Wright at (503) 655-8342 ext 7112

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Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

July 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Second Reading of Ordinance No. 06-2012
Adoption of the Amended Clackamas County Ambulance Service Plan

The Clackamas County Health, Housing and Human Services Department (H3S) requests the Board conduct the second reading and adoption of an amended Ambulance Service Plan, County Code, Chapter 10.01.

At the direction of the Board of Commissioners, staff has prepared proposed amendments to the County Ambulance Service Plan adopted in 2005.

If the Board chooses to amend the plan, each element of the system must be addressed and considered as described in Oregon State statute and administrative rules. [ORS 682.063, OAR 333-260-0030]

The Plan must be adopted by the Board as a non emergency ordinance and approved by the State of Oregon, Public Health Division. [ORS 682.205]

Notification of interested parties per ORS 682.205, 682.063 was made by email February 8, 2012. Proposals received were addressed and considered by staff and the EMS Council. The EMS Council approved the draft plan presented by staff on May 31, 2012.

Process for adoption of amended Plan: study session was held on 6/12/2012; first reading took place June 28, 2012; the scheduled date for second reading is July 12, 2012, followed by submission of amended plan for State review (up to 60 days). Amended ordinance becomes effective 90 days following adoption.

No County general funds are involved. The Board of Commissioners may choose to amend the ambulance service plan.

Recommendation:

We recommend the Board conduct second reading and adoption of the Ambulance Service Plan by title only.

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments, please contact Larry MacDaniels at (503) 655-8256

ORDINANCE NO. 06-2012

An Ordinance Amending Chapter 10.01, Ambulance Service Plan, of the Clackamas County Code.

WHEREAS the Oregon Revised Statutes, Chapter 682, require counties to develop a plan relating to the need for and coordination of ambulance services, and to establish ambulance service areas, and

WHEREAS Clackamas County has previously adopted and amended ambulance service plans by order numbers 91-182, 91-599, 93-972, 04-2002 and 08-2005, and it appearing that further amendments are now in the public interest, and

WHEREAS notice has been given to the public and to interested parties of the County's intention to consider ambulance plan amendments, and the County has consulted and sought advice from persons and entities expressing an interest, and

WHEREAS in determining the provider of ambulance services the County has not granted preference solely on the basis that a person or government unit is providing ambulance service, but instead has relied on the Board of County Commissioner's determination that efficient and effective service is being provided at a reasonable price, and that it is in the public interest to adopt these amendments to the ambulance service plan, now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Clackamas County Code Chapter 10.01, Ambulance Service Plan is hereby amended to read as shown on the attached Exhibit A.

ADOPTED this _____ day of July, 2012.

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

CLACKAMAS COUNTY CODE

TITLE 10

FRANCHISES

CHAPTER 10.01 Table of Contents

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CHAPTER 10.01

10.01 AMBULANCE SERVICE PLAN

10.01.010 Certification by Board of County Commissioners

Clackamas County Code Chapter 10.01 is the Ambulance Service Plan for the County. The Board of County Commissioners hereby certifies that:

A. The County has included in this plan each of the subjects or items set forth in Oregon Administrative Rule 333-260-0020 and has addressed and considered each of those subjects or items in the adoption process.

B. In the Board's judgment, the ambulance service areas established in the plan will provide for the efficient and effective provision of ambulance services; and

C. To the extent they are applicable, Clackamas County has complied with ORS 682.062 and 682.063 and with existing local ordinances and rules.

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

10.01.020 Overview of County

A. Clackamas County has a population of approximately 378,480 as of April 1, 2010, and an area of 1,879 square miles. Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County within the Portland metropolitan urban growth boundary are densely populated, while rural areas are much less densely populated. More than one-third of the County

consists of federally owned National Forest or BLM land, which is less densely populated still. There are fourteen cities located wholly within the County, and two others partially inside County borders. Large parts of the urban area are unincorporated, with about 40% of County residents living outside of city boundaries. Geographically the County varies dramatically, rising from the 31-foot elevation at Oregon City to the 11,239-foot peak of Mt. Hood.

B. History of ASAs

In 1991 the Board approved the following Ambulance Service Areas: Canby ASA, Clackamas ASA, and Molalla ASA. Boundary descriptions are in the ASA Map (Section 10.01.040.A) and ASA Narrative Description (Section 10.01.040.B) of this Plan.

C. The Ambulance Service Plan, with associated agreements and contracts, is designed to assure high quality, timely medical care at the time of a medical emergency, and to coordinate public safety answering points, dispatch centers, first responders and transport agencies into a unified system for providing Emergency Medical Services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.030 Definitions

A. "AMBULANCE" means any privately or publicly owned motor vehicle, aircraft, or marine craft that is regularly provided or offered to be provided for the transportation of persons suffering from illness, injury or disability including any unit registered with the State of Oregon as an advance life support ambulance.

B. "AMBULANCE SERVICE AREA" or "ASA" means a specific geographic area of Clackamas County which is served by one ambulance service provider.

C. "AMBULANCE SERVICE PROVIDER" or "AMBULANCE PROVIDER" means a licensed ambulance service that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.

D. "AMBULANCE SERVICE" means any individual, partnership, corporation, association, governmental agency or other entity that holds a Division-issued ambulance service license to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.

E. "BOARD" means the Board of Commissioners for Clackamas County, Oregon.

F. "COUNTY" means Clackamas County, a political Subdivision of the State of Oregon.

G. "COUNTY EMS MEDICAL DIRECTOR" or "EMSMD" means a licensed physician employed by or contracted to the County to provide medical direction as required.

H. "DEPARTMENT" means the Clackamas County Department of Health, Housing and Human Services.

I. "DIVISION" means the Public Health Division, Oregon Health Authority.

J. "EMERGENCY AMBULANCE SERVICE" means the provision of advanced or basic life support care and transportation by ambulance, if appropriate, in response to medical and traumatic emergencies.

K. "EMERGENCY MEDICAL SERVICES" or "EMS" means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.

L. "EMERGENCY MEDICAL SERVICES AGENCY" means an ambulance service or non-transport EMS service that uses emergency medical services providers to respond to requests for emergency medical services.

M. "EMERGENCY MEDICAL SERVICES PROVIDER" means a person who has received formal training in pre-hospital and emergency care, and is licensed to attend any person who is ill or injured or who has a disability.

N. "EMERGENCY MEDICAL SERVICES SYSTEM" means the system that provides for the arrangement of personnel, facilities, and equipment for the effective and coordinated delivery of pre-hospital health care services in Clackamas County.

O. "EMERGENCY PHYSICIAN ADVISORY BOARD" or "EPAB" means an advisory board constituted by the Supervising Physician of each EMS responding agency in the County.

P. "EMS COUNCIL" or "COUNCIL" means Emergency Medical Services Council.

Q. "FIRST RESPONDER" or "FIRST RESPONSE AGENCY" means fire and other governmental or private agencies providing Emergency Medical Services.

R. "FRANCHISE" means a right granted by the Board to provide ambulance services as defined by ORS 682.027 on an exclusive basis but subject to the limits and conditions of this Plan. Assignment of an ASA to a rural fire protection district pursuant to Sections 10.01.070.A.1 and 10.01.070.A.2 of this Plan shall not be considered a franchise.

S. "FRONTIER AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

T. "MEDICAL DIRECTOR" or "SUPERVISING PHYSICIAN" means a licensed physician meeting the requirements of the Oregon Health Authority and employed or contracted by an agency to provide medical direction.

U. "MEDICAL RESOURCE HOSPITAL" or "MRH" means a medical communications facility contracted by the County which provides on-line medical control functions.

V. "NOTIFICATION TIME" means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center ("9-1-1"), and the notification of all responding emergency medical service providers.

W. "ON-LINE MEDICAL CONTROL" or "OLMC" means a physician directing medical treatment in person, over a radio, by phone or through some other form of instant communication.

X. "PARTICIPATING PROVIDER" means a fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to integrate agency resources into an EMS response plan including using agency responses to modify ambulance response time requirements.

Y. "PATIENT" means a person who is ill or injured or who has a disability and for whom patient care from an EMS Provider is requested.

Z. "PUBLIC SAFETY ANSWERING POINT" or "PSAP" means a call center responsible for answering calls to an emergency telephone number ("9-1-1") for police, firefighting and ambulance services. Trained emergency communications personnel are also responsible for dispatching these emergency services.

AA. "RESPONSE TIME" means the length of time between the notification of each provider and the arrival of each provider's emergency medical service unit(s) at the incident scene.

BB. "RURAL AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

CC. "STAFFED" mean qualified persons, physically located at or immediately accessible to an ambulance provider's base of operation within an ASA, available on a 24-hour basis.

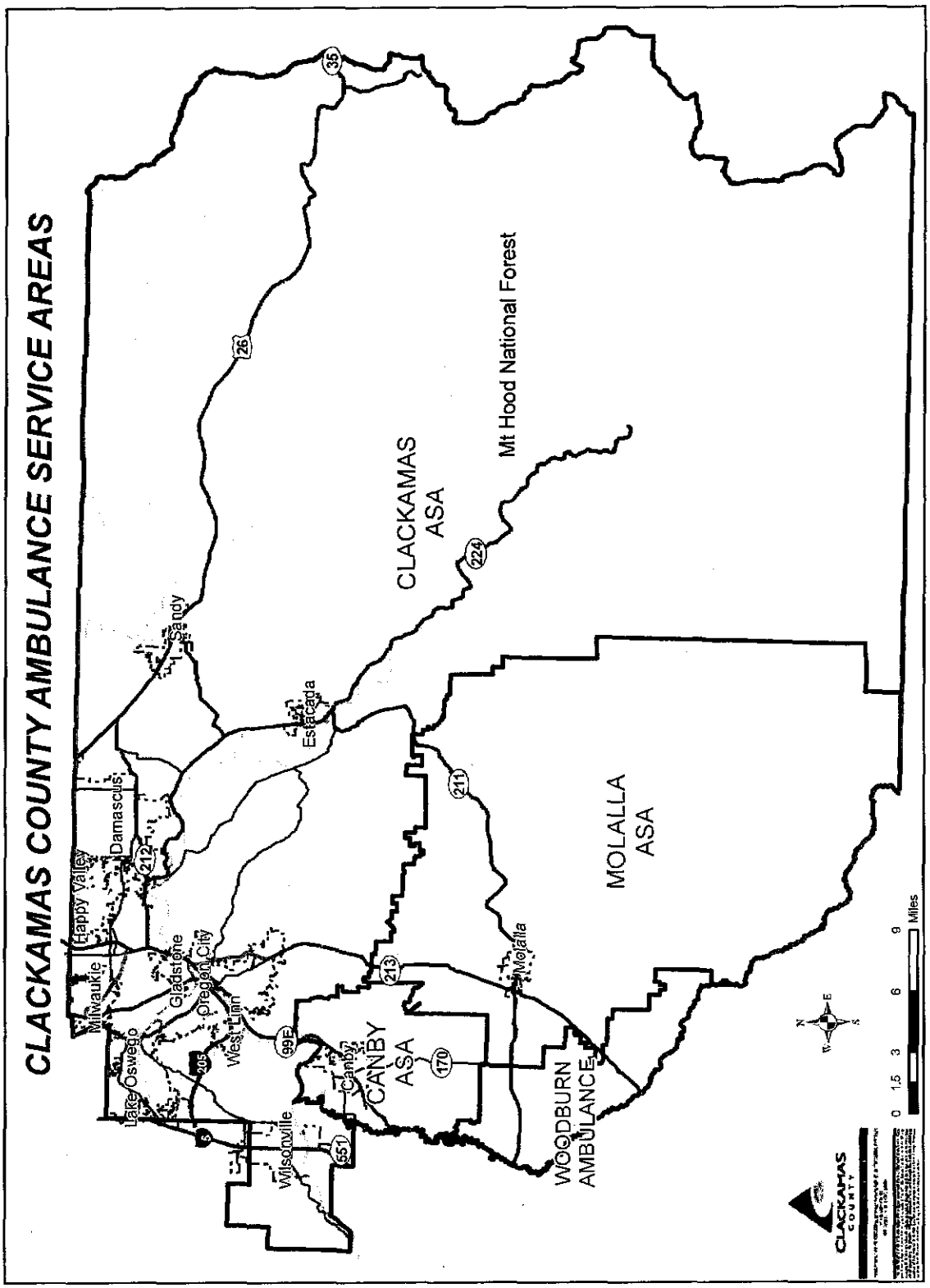
DD. "SUBURBAN AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

EE. "URBAN AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.040 Boundaries

A. ASA Map



B. ASA Narrative Description

1. Clackamas County is divided into the following ambulance service areas:

   a. The City of Molalla and the area served by the Molalla Rural Fire Protection District ambulance, including the Colton and Molalla Fire Districts, the part of Clackamas County Fire District #1 south of a line drawn along Buckner Creek Road, Gard Road, and Unger Road, and the Oregon Department of Forestry Fire Protection District south of Highway 211, within Clackamas County, known as the "Molalla ASA."

   b. The City of Canby and the area served by the Canby Fire Protection District ambulance, including the part of the Aurora Fire District within Clackamas County east of the Pudding River, known as the "Canby ASA."

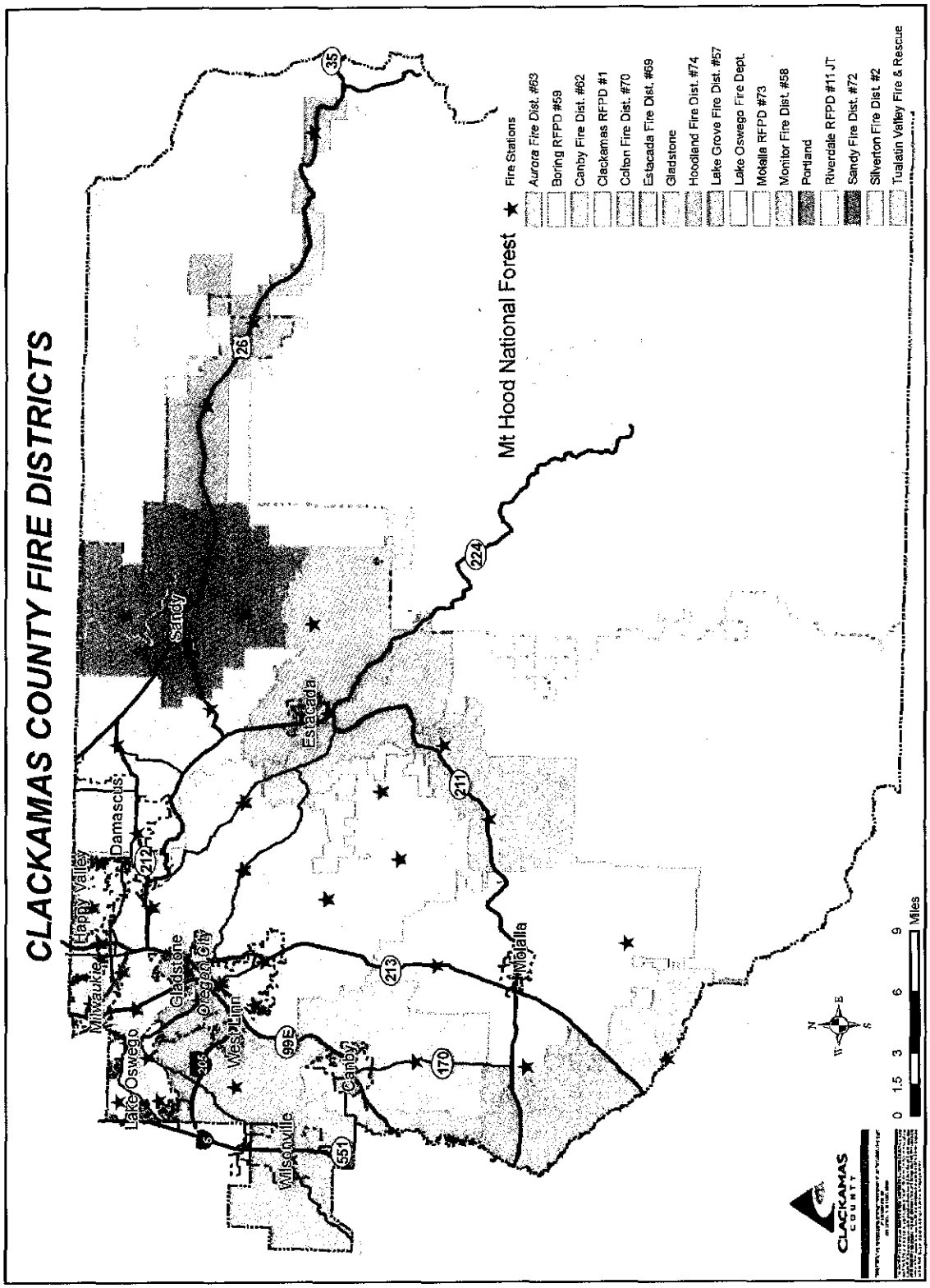
   c. The Clackamas Ambulance Service Area is composed of the remaining part of the County except the part of the City of Tualatin located in Clackamas County that is served under an intergovernmental agreement with Washington County, and the parts of the Aurora, Monitor and Silverton Fire Districts within Clackamas County that are served by Woodburn Ambulance Service.

      The following areas outside Clackamas County are served as part of the Clackamas ASA:

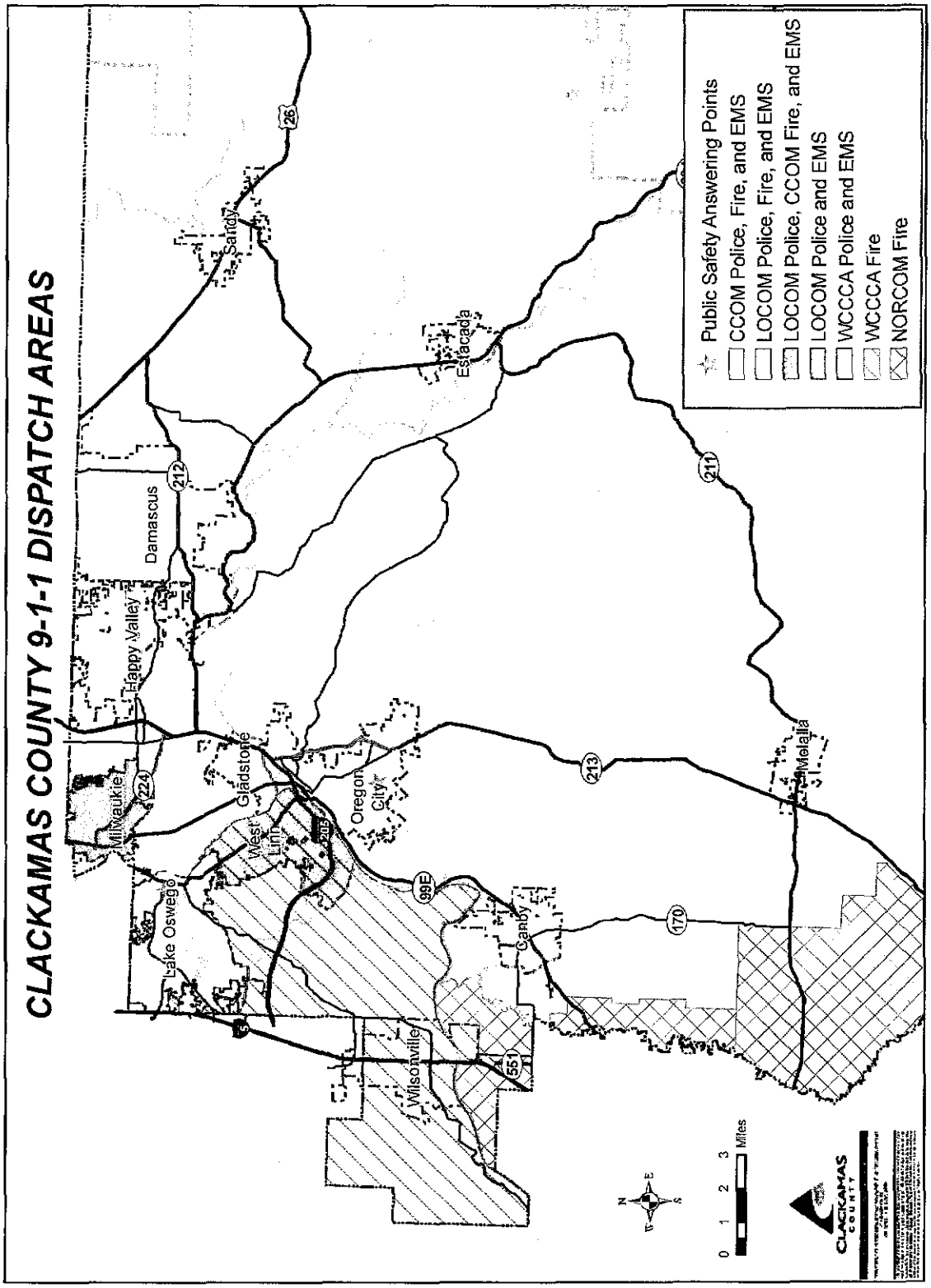
      - The City of Wilsonville within Washington County is served under an intergovernmental agreement with Washington County.
      - The parts of the Cities of Lake Oswego and Rivergrove that are within Washington County are served under an intergovernmental agreement with Washington County.
      - The part of the City of Lake Oswego that is within Multnomah County, and the Alto Park Fire District and the Riverdale-Dunthorpe Fire District within Multnomah County.

2. The Board reserves the right, after further addressing and considering the subjects or items required by law, to change the boundaries of these ASAs, or create other ASAs, or incorporate or remove exclusive non-emergency services in one into one or more ASAs in order to provide for the effective and efficient provision of emergency medical service.

C. Fire District Map



D. 9-1-1 Map


CLACKAMAS COUNTY 9-1-1 DISPATCH AREAS
Public Safety Answering Points
CCOM Police, Fire, and EMS
LOCOM Police, Fire, and EMS
LOCOM Police, CCOM Fire, and EMS
LOCOM Police and EMS
WCCCA Police and EMS
WCCCA Fire
NORCOM Fire
Sandy
Estacada
Damascus
Happy Valley
Milwaukie
Gladstone
West Linn
Oregon City
Lake Oswego
Canby
Wilsonville
Molalla
26
212
211
224
213
99E
170
551
0 1 2 3 Miles
CLACKAMAS COUNTY

E. Alternatives Considered to Reduce Response Times

1. The County believes that, while there are many artificial and geographic barriers to improving response times, e. g., distance, rural population and density, etc., by establishing maximum response times based on urban, suburban, rural and frontier categories, establishing a procedure that monitors response time performance and establishing a system of times and penalties for failure to comply, the County has established the framework from which Ambulance Providers can operate to provide rapid response times in their service to the community. Additionally, by establishing market rights of sufficient size and duration, the County enables providers to serve the community more efficiently.

2. The County expects Ambulance Providers to use their best expert and professional judgment in deciding upon various methods of achieving and maintaining the level of ambulance service performance required. "Methods" include, but are not limited to, compensation programs, shift schedules, personnel policies, supervisory structure, vehicle deployment techniques and other internal matters which, taken together, comprise strategy for getting the job done in the most effective and efficient manner possible.

   The County recognizes that different Ambulance Providers may employ different methods to achieve equal success. By allowing each Ambulance Provider a wide range of management methods, the County hopes to inspire innovation, improve efficiency, and reduce costs without sacrificing the system's performance.

3. The County believes that a well-designed, effective partnership between First Response Agencies and Ambulance Service Providers may allow a reduction in ambulance response time requirements in the county. Through this plan the County encourages transport providers to work closely with advanced life support and other first response agencies to develop programs that will deliver medical care as rapidly as possible while enhancing countywide service or reducing rates. The county believes that well-articulated, cooperative efforts improve patient outcomes and therefore encourages all EMS providers to work toward this goal.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.050 SYSTEM ELEMENTS

A. 9-1-1 Dispatched Calls

The County designates dispatch centers for Ambulance Providers. Dispatch centers providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMSMD. This plan establishes the goal of a single dispatch center, designated by the County, to provide dispatch and data collection for Emergency Medical Services.

9-1-1 calls for medical assistance in Clackamas County are currently received by two Public Safety Answering Points (PSAP), Clackamas County Communications (C-COM) and Lake Oswego Communications Center (LOCOM).

C-COM dispatches fire and EMS in the Molalla ASA, the Canby ASA, and the Clackamas ASA east of the Willamette River, and forwards information to North Marion County Communications (NORCOM) and Washington County Consolidated Communications Agency (WCCCA) for dispatch in the areas served by Tualatin Valley Fire and Rescue and Woodburn Ambulance Service.

LOCOM dispatches fire and EMS in Lake Oswego and the Clackamas ASA served by the Lake Oswego Fire Department.

NORCOM dispatches fire and Woodburn Ambulance Service in the Aurora, Monitor and Silverton Fire Districts within Clackamas County.

WCCCA dispatches fire and EMS in the part of the Clackamas ASA served by Tualatin Valley Fire and Rescue.

9-1-1 requests for ambulance service to C-COM and LOCOM are currently transmitted electronically to the franchisee which operates a communications center in Multnomah County, Oregon. The franchisee may employ its own methods for deploying and notifying ambulances and will be electronically linked to key C-COM systems. The franchisee will employ an approved method of data capture and transmission to assure that specific verifiable and auditable data elements, required for dispatch and performance evaluation are made available in a format that allows the County to adequately measure, evaluate and regulate system performance. Dispatch tasks employed by the franchisee and the franchisee's computer links with C-COM and LOCOM will not reduce the franchisee's responsibility for its dispatch and response time performance.

Dispatch centers participating in 9-1-1 and non-emergency dispatch of ambulance resources within the County, including non-emergency ambulance providers, will utilize and comply with protocols for emergency medical dispatch and priority dispatch that have been approved by the County EMS Medical Director, with the advice of EPAB. All calls classified as emergency calls under the approved protocols will be immediately forwarded, transferred or otherwise communicated, in accordance with protocols established by the County, to the appropriate dispatch centers for EMS and emergency ambulance providers.

B. Pre-arranged Non-emergency Transfers and Inter-facility Transfers

The County reserves the right to grant exclusive market rights for non-emergency ambulance service in the future at any time that the Board determines that it is in the County's interest.

The franchisee in the Clackamas ASA may specifically compete in the non-emergency and interfacility segment of the market and may utilize ambulances and personnel deployed to meet its emergency responsibilities in non-emergency service, provided that the franchisee complies with the requirements of the franchise contract.

The Department may adopt regulations and requirements for the issuance of non-emergency ambulance permits. Failure to meet any of these requirements may be grounds for the denial or revocation of an ambulance permit.

The denial or revocation of any ambulance provider permit by the Department may be appealed to the Board, whose decision will be final.

C. Notification and Response Times

1. Notification Times

The County may require dispatch centers that receive requests for service and dispatch ambulances to report call answer times, notification times, total call processing times and compliance with emergency medical dispatch protocols.

The County may establish specific maximum times for use in calculating the performance of each center. If the County has not established maximum standards for any center, the center will report its performance at the 90th percentile. For example: 90% of calls answered within 23 seconds, 90% of notifications made within 54 seconds, 90 % of calls processed within 2 minutes and 14 seconds, and 92% compliance with EMD protocols.

If an Ambulance Service Provider receives a call for Emergency Ambulance Service as determined by approved dispatch protocols on a non-emergency telephone line, that service shall immediately notify the appropriate designated dispatch center. Ambulance Service Providers shall report the number of calls turned over to designated dispatch centers, and the time required to turn over the call, each month.

2. Response Times

Ambulance Service Providers are encouraged to exceed minimum performance requirements.

a. Initially, response times for Code-3 calls shall be within the following response time limits.

   i. Urban Areas: Maximum response time of 8:00 minutes for 90% of all emergency calls.

   ii. Suburban Areas: Maximum response time of 12:00 minutes for 90% of all emergency calls.

   iii. Rural Areas: Maximum response time of 25:00 minutes for 90% of all emergency calls.

   iv. Frontier Areas: Maximum response time of 2:00:00 hours for 90% of all emergency calls.

   Where response time areas are divided along the centerline of a road, the shorter response time shall apply to both sides of the road and to all property having immediate access from that road. The County will monitor response times and if it is found that more than 10% of the emergency calls in any type of response zone are not responded to in the required maximum response times or less during any calendar month, the ambulance provider may be required to redeploy or add additional units, or the County may, if it is determined to be in the public interest, seek revocation of a franchise, ASA assignment, or other remedies.

b. The Board may modify the response time requirements detailed above to promote efficient and appropriate responses to 9-1-1 emergency calls, including modifications adopted in agreements to integrate first responder services delivered by Participating Providers. The Department and County EMS Medical Director will provide recommendations to the Board after reviewing proposed modifications to the requirements with consideration of the following:

- The level of acuity of each call, using modern emergency medical dispatch and priority dispatch capabilities.
- Clinical evidence that any particular standard is more efficacious.
- The efficient use of system resources.
- Alternative delivery systems including, but not limited, to approved advanced life support first response.
- The projected economic impact of any proposed change.
- Requests from local governmental jurisdictions.

c. Emergency response time for ambulances will be calculated from the time that a call is received by the Ambulance Provider until the time that the provider's first ambulance arrives on-scene.

In areas where a Participating Provider has a contractual agreement with the County, response time for the Participating Provider will be calculated from the time a call is received by the Participating Provider to the on-scene arrival of the Participating Provider.

If a designated dispatch center downgrades a call from emergency status, the above maximum response times will not apply. Ambulance Providers shall be responsible, however, for responding to such a downgraded call within the appropriate response time criteria, if any, for the downgraded priority. The County may adopt rules to govern calculation of response time performance in cases of upgrades and downgrades of response priorities and for nonemergency calls.

Ambulance Providers will not be held responsible for response-time performance on an emergency call outside the ASA. However, Ambulance Providers shall use their best efforts in responding to mutual aid calls.

Responses to emergency calls outside the ASA will not be counted in the number of total calls dispatched used to determine contract compliance statistics.

For the purpose of measuring contract compliance, each incident will be counted as only one call dispatched, no matter how many units respond to the incident.

Each month Ambulance Providers shall document in writing, in a manner as required by the County, each ambulance call dispatched.

Each month Ambulance Providers contracted by the County shall document in writing, in a manner as required by the County, each ambulance call dispatched which was not responded to within a response time for the area of the call. If more than 10% of the emergency calls in any type of response zone are not responded to in the required maximum response times or less during any calendar month, the Ambulance Provider shall identify the cause of such extended response time and shall document its efforts to eliminate repetitions of that cause of poor response-time performance.

When an Ambulance Provider utilizes mutual aid or another ambulance resource to respond to a call, such response shall not be counted as a late response unless the response time standard is not met, or no response time is reported. Section 10.01.060.C addresses the use of mutual aid agreements.

d. Response Time Exemptions

It is understood that unusual circumstances beyond an Ambulance Provider's reasonable control can cause response times to exceed the aforementioned standards. Equipment failure, traffic accidents or lack of a nearby ambulance shall not furnish grounds for release from late run deductions or general response time standards.

Dispatcher errors by an Ambulance Provider's selected dispatch center shall not furnish grounds for release from late run deductions or general response time standards.

If an Ambulance Provider believes that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond the Ambulance Provider's reasonable control, it may request that these runs be excluded from response time performance calculations and late run penalties. If the Department concurs that the circumstances were due to unusual circumstances beyond the Ambulance Provider's reasonable control, the Department will allow such exemptions in calculating overall response time performance and in assessing late run penalties. Additional detail and requirements regarding response time exemptions will be contained in the franchise request for proposals and any resulting contract.

e. Penalties for Failure to Meet Response Time/Performance Criteria

Response time performance of Ambulance Providers under contract to the County shall be reviewed monthly. For those months that the provider fails to respond to 90 percent of all Code-3 calls within a time period specified under Response Times (Section 10.01.050.C.2), the County will review appropriate system-status plans, unit-hour production capacities, or other factors to determine the causes of noncompliance. For those months that the provider fails to meet the 90 percent standard, a $1,000 financial penalty for each one-tenth of a percentage point less than 90 percent will be assessed for each individual zone (i.e., Urban, Suburban, Rural and Frontier). The penalty will increase to $2,000 for each one-tenth of a

percentage point less than 90 percent if the provider fails to meet the 90 percent standard in additional consecutive months. The same penalties will apply if response times for Code-1 calls established by the County are not met.

For monitoring purposes, each zone (i.e., Urban, Suburban, Rural and Frontier) shall have, in addition to the 90-percent standard, a response time limit for every call. The Code-3 every call time limits are: 12 minutes-Urban, 20 minutes-Suburban, 45 minutes-Rural, 4 hours-Frontier). The County will review calls exceeding these time limits and may impose penalties if necessary to resolve significant problems.

Calls referred to another agency will be included as part of the response-time requirements.

Penalties for failure to report "at-scene" times for calls will be assessed at $300 for each incident, but such at-scene times may be established from appropriate data, including radio transmissions identifying the scene time or first responder reports. The contract governing a franchise may further define or restrict methods for reporting at-scene and other times.

Ambulance Providers shall notify the dispatch center designated by the County when no ambulances are immediately available. A $1,000 penalty will be assessed for any instance when a contracted Ambulance Provider fails to respond to an emergency ambulance call within three (0:03:00) minutes of notification. No such penalty will be assessed if a call is handled by mutual aid referral.

f. Response Time Map Changes

The response time map attached as Appendix A reflects historical commitments made by the Board to various communities in the county regarding ambulance response times, and incorporates changes based on population increases within the county since 2005. In the event that changed circumstances, such as population growth or other changes, indicate a compelling need to change the response time map, the following procedure will be followed.

The Director of the County Department of Health, Housing and Human Services shall proceed with proposed response time map changes by giving prior written notice of the proposed changes to any city or fire district whose territory would be affected. At the request of any affected city or fire district, any proposed changes will be forwarded to the Board for decision by the Board.

In reviewing proposed changes to the response time map, the County may consider the following general guidelines:

"Urban area" designation may be appropriate for areas within an ASA which are in an incorporated city with a population greater than 9,000 persons and a population density greater than 2,000 persons per square mile, or which consist of census tracts having a population density greater

than 2,000 persons per square mile that are contiguous to such an incorporated city.

"Suburban area" designation may be appropriate for areas within an ASA which are non-urban but are contiguous to urban areas, and consist of census tracts having a population density between 1,000 and 2,000 persons per square mile, or for traffic corridors in which the suburban response time standard can be extended without unduly adding to system cost.

"Rural area" designation may be appropriate for areas within an ASA which are not urban, not suburban, and which are either an incorporated city of less than 9,000 population, or consist of census tracts having a population density less than 1,000 persons per square mile, or for traffic corridors in which the rural response time standard can be extended without unduly adding to system cost.

"Frontier area" designation may be appropriate for areas within an ASA which are not urban, suburban, or rural areas, and for inaccessible or roadless areas of the National Forest where rural response times cannot be achieved without unduly adding to system cost.

The Director of the Department may make changes in the response time criteria detailed above to make the County criteria consistent with State mandated Trauma System and/or criteria used for similar purposes and reporting.

D. Levels of Care

1. Ambulance Service Providers for each Ambulance Service Area:
   a. Shall provide service at the advanced life support level, staffed by Emergency Medical Services Providers as described in Section 10.01.050.E, on a 24-hour basis.
   b. Shall maintain vehicles and equipment that conform to the standards, requirements, and maintenance provisions established by the County or in Oregon Revised Statutes and in the rules adopted by the Division.
   c. Shall maintain and make available, upon request of the Department, patient care records in a form approved by the Department.
   d. Shall prohibit the performance of Emergency Medical Services Providers or trainees who suffer suspension, revocation, or termination of license by the Division.

E. Personnel

1. All Ambulances used to provide emergency or non-emergency service in the County must be staffed with Emergency Medical Services Providers licensed by the State of Oregon. Emergency Medical Services Providers are required to have a Medical Director who meets the requirements of the Division.
2. Advanced Life Support Ambulances shall be staffed at minimum with two Emergency Medical Services Providers. The minimum level of staffing is one (1) licensed Paramedic and one (1) licensed Emergency Medical Technician.

3. Emergency Medical Service Providers deployed by Participating Providers as part of a plan to modify ambulance response time requirements shall meet, at a minimum, the licensing and authorization standards established for Ambulance Providers by the County EMS Medical Director.

F. Medical Supervision

This Plan establishes the goal of unified medical direction for Emergency Medical Services within the County while maintaining the collaborative relationship between Medical Directors.

1. The County EMS Medical Director is hired or contracted by the County to serve as the medical advisor to the County for Emergency Medical Services and shall meet the qualifications of the Oregon Health Authority for EMS Supervising Physicians.
2. The EMSMD:
   - Serves as the Medical Director for Ambulance Service Providers contracted by the County and may serve as the Medical Director for any agency providing Emergency Medical Services in Clackamas County.
   - May implement protocols and set standards of care for Ambulance Service Providers and Participating Providers serving Clackamas County and may require patient care equipment, supplies and medications in addition to those required by the state.
   - May, in appropriate cases, suspend medical authorization for Emergency Medical Services Providers working under his/her medical authorization.
   - Provides oversight of the County quality improvement program.
   - Assists the County in disaster preparedness and response.
   - May recommend modifications to the response time requirements in the Ambulance Service Plan.
   - Participates in the regional protocol development process.
3. The County may hire or contract assistants to help carry out the duties assigned to the EMSMD. The EMSMD retains the sole responsibility for all assigned duties.
4. The Medical Directors of Emergency Medical Service agencies, including dispatch centers, in the County constitute the Emergency Physicians Advisory Board (EPAB). The EPAB advises the County EMS Medical Director about significant EMS system issues including:
   - Staffing requirements for EMS services.
   - Coordination of ambulance services with other EMS services.
   - Training needs of EMS services and providers.
   - Standards for quality improvement programs.
   - Procedures for the resolution of quality assurance problems.
   - Sanctions for noncompliant personnel and providers

5. Ambulance Service Providers, Participating Providers and dispatch centers shall have a Medical Director who meets standards established by the Department and the EMSMD.
6. Dispatch centers providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMSMD.
7. The County may establish a County EMS Medical Authority comprised of the EMSMD and the Medical Directors of Participating Providers, approved and contracted by the County, to provide medical direction to EMS agencies.
8. Medical supervision is also addressed in the Quality Improvement provisions of this Plan (Section 10.01.050.J).

G. Patient Care Equipment

Patient Care Equipment is addressed in the Levels of Care provisions of this Plan (Section 10.01.050.D), and the Vehicles provisions of this Plan (Section 10.01.050.H).

H. Vehicles

Ambulance Service Providers for each Ambulance Service Area shall:

1. Supply a sufficient number of vehicles outfitted with necessary equipment and supplies as required by the County and Oregon Revised Statutes and Administrative Rules.
2. Report annually to the Department, upon request, the type, age and mileage of each vehicle.
3. Provide to the Department upon request a written description of its program of vehicle and equipment maintenance and inventory control. Providers may modify such maintenance and inventory control programs, from time to time, as necessary to improve performance and contain costs.

I. Training

1. The County expects all Emergency Medical Service Agencies to meet State-required licensing levels, participate in a medical audit process, and to provide special training and support to personnel in need of specific training.
2. Participating Providers will ensure that the EMS Providers utilized in EMS response meet the initial, recurrent and competency based training standards established by the EMSMD.
3. This plan establishes a goal of conducting Multi-Agency Training for all Ambulance Service Providers and First Responder Agencies at least once each year.

J. Quality Improvement

1. This plan establishes a goal of a countywide quality improvement program that includes a database integrating data for PSAP handling of medical calls, first response agencies, ambulance service providers and hospital outcome.
2. The EMSMD provides oversight of the County quality improvement program.

3. Ambulance Service Providers and Participating Providers shall participate in medical oversight as directed by the County, and shall provide data to the County for quality improvement as requested and in a manner determined by the County to be secure, reliable and accessible by quality improvement personnel.
4. Ambulance Service Providers and Participating Providers shall meet state-required licensing levels, participate in a medical audit process, and provide special training and support to personnel in need of specific training.
5. Each agency will be responsible for maintaining an internal quality assurance program including monitoring performance of its personnel, responding to complaints and addressing errors and serious events.
6. At a minimum, the County expects Emergency Medical Services Agencies to:
    a. Supervise the services provided by them.
    b. Participate actively in the medical audit process, provide special training and support to personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in EMS equipment and procedures;
    c. Maintain State and local vehicle permits and personnel licenses;
    d. Cause all official EMS policies and protocols to be properly implemented in the field. Where questions related to clinical performance are concerned, Emergency Medical Services Agencies shall satisfy the requirements of the Division and the County. EMS Agencies shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of training, amendments to operating procedures, bulletins, and any other method necessary to ensure it becomes standard practice.
    e. Utilize the services of a Medical Director to review the quality of care provided by them.
7. Problem Resolution: the County, with advice from the EMSMD, EPAB and EMS Council, will develop a procedure for the resolution of quality assurance problems. Where EMS Services are provided pursuant to a contract with Clackamas County, the contract shall set forth a procedure for addressing and resolving quality assurance problems.
8. Sanctions: the County may implement sanctions for noncompliant personnel and providers subject to this plan. Where EMS Services are provided pursuant to a contract with the County, the contract shall set forth sanctions to be applied in the event of a major breach by the provider, and shall set forth end-of-term provisions designed to provide an orderly transition if necessary.

K. Changes by Board

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change system elements described in Sections

10.01.050.A through 10.01.050.J in order to provide for the effective and efficient provision of emergency medical services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.060 COORDINATION

A. The Entity that will Administer and Revise the ASA Plan

The Director of the Clackamas County Department of Health, Housing and Human Services or his/her designee shall be responsible for the administration of this Plan. The Board of County Commissioners of Clackamas County will be responsible for revisions to this Plan.

B. Process for Input and Complaint Review

1. Complaints will be reported to the Director or his/her designee for investigation.
2. Complaints of a clinical nature and those that may have clinical components will be referred to the agency medical director for investigation. Urgent issues and complaints of an egregious clinical nature may be referred directly to the EMSMD for assistance in generating an immediate investigation and/or intervention.
3. To provide regular consultation on EMS issues, the Board has appointed an Emergency Medical Services Council composed of eleven members as follows:
   a. One representative of a commercial ambulance service provider;
   b. One representative from a governmental agency that provides ambulance services, if there is such an agency;
   c. One representative from the Clackamas County Fire Defense Board;
   d. One emergency medicine physician from a hospital within Clackamas County.
   e. One Medical Director to an EMS Agency in Clackamas County;
   f. One governmental representative from Clackamas County as recommended by the Director of the Department of Health, Housing and Human Services;
   g. One licensed Paramedic currently providing prehospital emergency medical care in Clackamas County;
   h. One Basic Life Support Emergency Medical Provider currently providing prehospital emergency medical care in Clackamas County;
   i. One person representing a city in Clackamas County.
   j. One person representing consumers of ambulance services;
   k. One person representing a Primary Public Safety Answering Point (PSAP) Communications Center within Clackamas County.
4. Appointments shall be made for a term of three years.

5. The Council shall adopt bylaws to govern the operations of the Council.
6. The Council shall advise the Board and the Department in all matters relating to this Plan and matters relating to prehospital emergency medical services, and provide consultation or make recommendations as may be requested by the Board or the Department.

C. Mutual Aid Agreements

Ambulance Providers shall enter into effective agreements for mutual aid or additional ambulance resources and provide copies of such agreements to the County.

Mutual aid agreements must include provisions for moving resources into an ASA for disaster and mass casualty incidents.

When no ambulance is immediately available in an ASA, the Provider shall request mutual aid assistance and assist the appropriate PSAP to identify and dispatch the next closest available ambulance.

Ambulance Providers are required to use best efforts to provide a response to all requests for mutual aid from neighboring jurisdictions.

Should delivery of mutual aid service to any neighboring jurisdiction become excessive, indicating that such jurisdiction is relying heavily upon another system for emergency service, the Ambulance Provider shall so inform the County and discuss adjustment of the delivery of mutual aid service to that neighboring jurisdiction to a level more consistent with mutual aid requests by other neighboring jurisdictions.

Mutual aid responses shall be reviewed at least annually unless problems or deficiencies occur. If it is found that an Ambulance Provider is relying on mutual aid to mask coverage deficiencies, the Ambulance Provider may be required to re-deploy units or add unit hours to cure deficiencies.

D. Disaster Response

1. County Resources Other than Ambulances

   The County will establish, in consultation with its Department of Emergency Management, the Fire Defense Board and law enforcement agencies, an inventory of County resources available to assist in any disaster response.

2. Out of County Resources

   The County will establish, in consultation with its Department of Emergency Management, the Fire Defense Board, law enforcement agencies and neighboring jurisdictions, an inventory of out of County EMS resources available to assist in any disaster response. Provisions for disaster response will be included in all mutual aid agreements.

3. Mass-Casualty Incident Plan

   The County will establish, in consultation with its Department of Emergency Management, the Fire Defense Board, law enforcement agencies and neighboring jurisdictions, a mass casualty plan to be used in any mass

casualty incident. Provisions for mass casualty response will be included in all mutual aid agreements.

4. Response to Terrorism

   The County will establish, in consultation with its Department of Emergency Management, the Fire Defense Board and law enforcement agencies, a plan for responding to terrorism incidents including, weapons of mass destruction / effect and bio-terrorism incidents. Law enforcement will be the lead agency in the immediate response and mitigation of terrorist threats or incidents. The Department will be the lead health agency in determining the appropriate health agency response. The Public Health Officer will be the lead physician at the agency and the County EMS Medical Director will assist in coordinating EMS resources.

5. The County has an obligation to provide assistance to other communities during disasters or other extraordinary emergencies. All Ambulance Providers shall cooperate with the County in rendering emergency assistance to its citizens and to other communities during such events.

   During such periods, and upon authorization from the County, Ambulance Providers will be exempted from responsibilities for response-time performance until notified that the assistance within the County or to other communities is no longer required. At the scene of the disaster or other extraordinary emergency, the Ambulance Providers' personnel shall perform in accordance with local emergency management procedures and protocols established by the affected County.

   When an Ambulance Provider is notified that disaster assistance is no longer required, it shall return all of its resources to the primary area of responsibility, and shall resume all operations in a timely manner.

6. Ambulance Providers shall use the incident command and personnel accountability systems adopted by the Clackamas County Fire Defense Board, and provide necessary training to their employees.

7. Ambulance Providers shall participate in County disaster planning and training exercises as requested.

E. Personnel and Equipment Resources

1. Non-Transporting EMS Provider Agencies

   EPAB may recommend standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures for all non-transporting EMS Providers. Individual agency Medical Directors will be responsible for implementing and supervising the agency's adherence to these standards.

2. Participating Provider agencies shall comply with standards for certification, equipment, standards of care, clinical protocols and patient hand-off procedures established by the County EMS Medical Director. Should any Participating Provider utilize a Medical Director in addition to the County

EMS Medical Director, compliance with this provision may be supervised by the agency's Medical Director.

3. All EMS Provider Agencies shall provide training for their crews to the hazardous materials first responder (awareness) level as determined by the Occupational Safety and Health Administration.
4. The authority having jurisdiction will identify the appropriate lead agency for hazardous materials, extrication, search and rescue, and specialized rescue.
5. All Ambulance Providers will participate in and comply with the countywide incident command and personnel accountability systems established by the Fire Defense Board.

F. Emergency Communication and System Access

1. Telephone and Dispatch Procedures

   9-1-1 calls for emergency services received by Clackamas County Communications (C-COM) and Lake Oswego Communications (LOCOM) are dispatched, or forwarded to WCCCA or NORCOM for dispatch, as appropriate.

   These PSAPs provide twenty-four hour per day staffing for dispatch of police, fire and medical services and for emergency and routine radio communications between users and other resources relating to the functions of user agencies.

   PSAP dispatch personnel are trained in cardio pulmonary resuscitation (CPR) and emergency medical dispatch (EMD) techniques and will provide instructions for pre-arrival treatment if calling party is willing to perform treatment to ill or injured victims.

2. Radio System

   The County has both an 800-megahertz and a VHF radio system. Ambulance Providers shall provide, install and utilize radios required by the County and shall be able to communicate with all Clackamas County first response agencies.

3. Emergency Ambulance Providers shall meet requirements for communication with On-Line Medical Control, trauma communications and receiving hospitals established by the County EMS Medical Director.
4. Emergency Medical Services Dispatcher Training

   All dispatch centers handling EMS Calls will be required to operate under Emergency Medical Dispatch (EMD) and Priority Dispatch procedures approved by the County EMS Medical Director. EPAB may provide advice and consultation to the County EMS Medical Director in the development, evaluation and selection of EMD and Priority Dispatch systems. All persons assigned to EMS duties and call taking will be required to complete a prescribed training program in EMD.

5. Ambulance Providers shall follow dispatch and radio procedures as determined by member boards of each PSAP and the Fire Defense Board.

G. Changes by the Board

The Board reserves the right, after further addressing and considering the subjects or items as required by law, to change coordination provisions described in Sections 10.01.060.A through 10.01.060.F in order to provide for the effective and efficient provision of emergency medical services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

10.01.070 PROVIDER SELECTION

A. Initial Assignment of Ambulance Providers

Initial assignment of Ambulance Providers has been as follows:

1. The Molalla Rural Fire Protection District (RFPD) was assigned as the provider for the Molalla ASA under the 1991 Ambulance Service Plan, and will continue to provide service to that area.
2. The Canby Rural Fire Protection District was assigned as the provider for the Canby ASA under the 1991 Ambulance Service Plan, and will continue to provide service to that area.
3. American Medical Response was assigned as the provider for the Clackamas ASA in a competitive process under the 1993 Ambulance Service Plan.

B. Reassignment

1. An emergency reassignment may be made at any time for a period of up to one year if the Board determines that the inability or failure of a provider to perform in the delivery of ambulance services constitutes an emergency related to public health and safety.
2. Should an Ambulance Provider notify the County that it is no longer willing or able to provide service to an ASA, or should the County take action to terminate the agreement for service or assignment to the ASA, the County shall then select a replacement provider by a competitive selection process recommended by the County Administrator and approved by the Board.
3. At the end of the term of an agreement for ambulance service, the Board may extend the agreement, renegotiate the agreement, or seek a service provider by a method recommended by the County Administrator.

C. Application for an ASA

The County will solicit applications for an ASA from Ambulance Providers if it determines that additional providers are needed. The format for such applications will be determined by the County Administrator.

D. Notification of Vacating an ASA

Assignees and Franchisees shall comply with the requirements of franchise or assignment agreements in serving notice of intent to vacate an ASA. Generally these agreements contain performance security measures that are adequate to assure uninterrupted service. Any provider that does not have an agreement that specifies procedures for vacating an ASA shall give adequate notice and fully cooperate with the County in the takeover of ASA responsibilities.

E. *Maintenance of Level of Service*

1. In the event that any provider vacates an ASA, the County will consider reassignment of the ASA as provided in subsection (B) above.
2. In all agreements related to ASA assignments and franchises, the County intends to require adequate performance security to assure adequate services levels are maintained.
3. Revocation: Upon recommendation by the Department, or upon its own motion, and after proper notice and opportunity to correct, the Board may modify, revoke, or refuse to renew a franchise, ambulance permit, or ASA assignment upon finding that the franchise holder or provider has:
   a. Violated this Plan, a County ordinance, the terms of a permit, franchise, assignment, or the conditions thereunder, or other State laws or regulations herein applicable; or
   b. Materially misrepresented facts or information given in the application for a franchise, or materially misrepresented facts and justification of rate adjustments; or
   c. Failed to provide adequate service in an assigned service area; or
   d. Misrepresented the gross receipts from the franchise service area or such other reports required by the Board; or
   e. Willfully charged rates in excess of those authorized by the Board; or
   f. Generated an excessive number of investigated and confirmed complaints from police agencies, fire departments, health care facilities, the medical community, or the public concerning the provider's performance;
   g. Failed conscientiously to comply with any and all requirements of this Plan; or
   h. Failed to follow the requirements as listed in the permit, Request for Proposal or the franchise contract.
4. The Board shall notify the ambulance provider in writing of the alleged failure.
5. The County shall have the right to revoke a permit, ASA assignment or franchise if it finds that there has been a violation of the terms of the permit, assignment, or a major breach of the terms of the franchise. The County shall have the right to exercise immediate takeover of the franchise operations if it finds that there has been a major breach of the terms of the franchise, and, in the County's opinion, public health or safety are endangered thereby. Such action may be effective immediately at the direction of the County.
6. No franchise, permit, or ASA assignment shall be revoked without providing a right to a hearing in the matter. The Ambulance Provider shall have the right to appear and defend against the charges, and if desired, to be represented by counsel. In the event of an emergency or immediate situation, the hearing may be conducted after the takeover of the system.

7. The County will include, in its contract with the Ambulance Provider selected to serve the Clackamas ASA, notification and termination provisions to provide for performance security.

8. In areas of the County where geographic or other limitations might hinder the adequate provision of ambulance services, the County may enter intergovernmental agreements with counties, cities or fire districts in order to provide efficient and effective ambulance service by means of public or private Ambulance Providers.

9. The assignments of Section 10.01.070.A shall be exclusive; however, such exclusivity shall not apply to:

   a. Vehicles owned by or operated under the control of the United States Government or the State of Oregon;

   b. Vehicles being used to render temporary assistance in the case of a disaster, or an emergency with which ambulance services of surrounding localities are unable to cope, or when directed to be used to render temporary assistance through an alarm/dispatch center or a public official at the scene of an accident;

   c. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway serving the property of grounds is involved;

   d. Any person who owns or who drives or attends a patient transported in a vehicle under this subsection 10.01.070.E.9;

   e. Ambulance companies that provide service only to fulfill mutual service agreements, or non-emergency transportation contracts with specific organizations (if the County does not incorporate non-emergency ambulance services into an exclusive franchise agreement), provided the ambulance company and the organization are on a current basis identified and on file with the Department;

   f. Vehicles operated solely for the transportation of lumber industry employees;

   g. Transport of persons who do not require pre-hospital or out of hospital emergency assessment or treatment (if the County does not incorporate non-emergency ambulance services into an exclusive franchise agreement);

   h. Transport of persons through an ASA, or patient delivery from another ASA.

F. Changes by the Board

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change ambulance provider selection procedure or standards, or service provisions, as described in Sections 10.01.070.A through 10.01.070.E, in order to provide for the effective and efficient provision of emergency medical services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02]

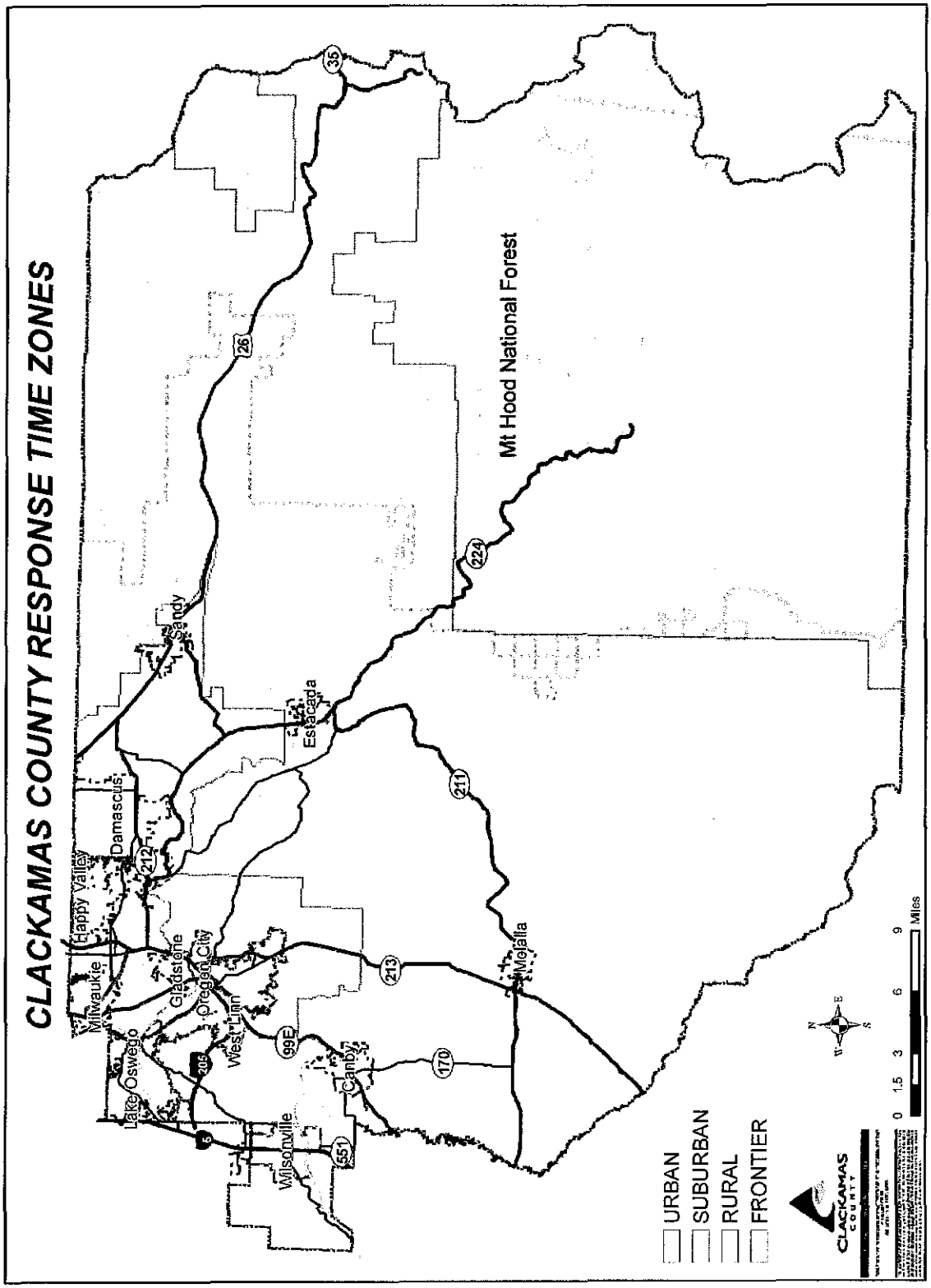
10.01.080 COUNTY ORDINANCES AND RULES

A. Clackamas County Code Chapter 10.01, Ambulance Service, is the codified form of the County's Ambulance Service Plan, and is adopted by County ordinance.

[Added by Ord. 04-2002, 3/14/02]

APPENDIX A

Clackamas County Response Time Zone Map



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CLACKAMAS COUNTY

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July 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

A FIRST READING OF AN ORDINANCE AMENDING CHAPTER 7.03 OF THE CLACKAMAS COUNTY CODE

County Code Section 7.03 is the Road Use Ordinance and addresses activity and construction in the right of way. Section 7.03 was codified in 2000, with amendments in 2003 and 2009. This update deletes the technical specifications that were included originally in the Code, which are often updated by the state and have become obsolete. These technical specifications will instead be included in the County Roadway Standards which are also being updated and will be approved by the Department of Transportation and Development's Director concurrently.

Additional special items that have been included in the Code for this update are a policy regarding Roadside Memorials (7.03.090.J) and a policy regarding Portable Storage Containers (7.03.090.I).

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners read the proposed Ordinance by title only, and hold a second reading on July 26, 2012.

Sincerely,

Scot A. Sideras
Legal Counsel, Senior
Attachments

For more information on this item, please contact Scot Sideras at (503)742-4332 or email at scotsid@co.clackamas.or.us

ORDINANCE NO. _____

An Ordinance Amending Chapter 7.03, Road Use, of the Clackamas County Code

WHEREAS, Chapter 7.03, Road Use, of the Clackamas County Code contains technical specifications frequently updated by the state; and

WHEREAS, it has been determined by the Board of County Commissioners that because technical specifications are updated frequently by the state, they should not be included in the County Code; and

WHEREAS, this amendment deletes all technical specifications from Chapter 7.03; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 7.03, Road Use, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

EXHIBIT "A"

Chapter 7.03

7.03 ROAD USE

7.03.010 Purpose

This Chapter shall govern: a) road use impediments, entrances, utility placements, and other activities within the right-of-way of County roads, local access roads, and public roads; b) activities on private property which impact the safe use of these roads; and c) vacation proceedings and road status changes.
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2003, 1/23/03]

7.03.020 Definitions

~~A. AASHTO MANUALS – Shall mean the American Association of State Highway and Transportation Officials Manuals, including "A Policy on Geometric Design of Highways and Streets", "A Guide for Erecting Mailboxes on Highways" (is this being updated still, is there a replacement document?, and the "Roadside Design Guide". These manuals are periodically updated and the most current update at any given time shall apply. Low Volume Standards. Do we need to refer to these anymore or just Rdwy stds?~~

~~B.~~A. ~~APPLICANT/OWNER~~APPLICANT/OWNER – Shall mean the corporation, cooperative, company, firm, business, partnership, individual or individuals whose name and signature appear on a utility permit and to whom the permit is issued. The ~~"Applicant/Owner~~applicant/owner~~"~~ is presumed to have permanent care and maintenance of the utility.

~~C. APWA – Shall mean the American Public Works Association, Oregon Chapter, and the most recent edition of the Standard Specifications for Public Works Construction. (Remove all references to APWA, refer to ODOT/APWA Std Specifications).~~

~~D. ASPHALT – Shall mean the hot mixture of asphaltic concrete (Class B or Class C mix) as defined in the most recent edition of the Oregon Department of Transportation Standard Specifications for Highway Construction, or APWA Standard Specifications for Public Works, used for the construction of driveways. Asphalt structures shall be constructed at the respective locations shown in Standard Drawing D-500 of the Clackamas County Roadway Standards handbook. These structures shall substantially conform to the lines, grades, and dimensions shown on the standard drawings.~~

~~E.~~B. BOARD – Shall mean the Board of Commissioners of Clackamas County.

~~F.~~C. CABLE/WIRE – Shall mean any and all aerial pole lines and direct buried cables and conduit protected cable.

~~G.~~D. CLEAR ZONE – Shall mean the area outside the traveled portions of the roadway that is available for safe use by errant vehicles, vehicles forced off the roadway, and pedestrians avoiding traffic when necessary. The clear zone may extend outside the right-of-way. See Clackamas County Roadway Standards. ~~The clear zone shall be clear of fixed objects under the criteria set out in the Clackamas County Roadway Standards.~~

~~H. CONCRETE – Shall mean Portland Cement Concrete (PCC) manufactured for the construction of walks, driveways, and surfacing. This concrete shall have design strength of 3300 psi in 28 days. (3000 v. 3300) Walks, driveways, and surfacing shall be constructed in accordance with the most recent edition of the Oregon Department of Transportation Standard Specifications for Highway Construction or APWA Standard Specifications for Public Works Construction. Concrete structures shall be built in the locations shown in Standard Drawings D-300, D-500 and D-600 of the Clackamas County Roadway Standards handbook, and shall substantially conform to the lines, grades and dimensions shown on those standard drawings.~~

~~I. CONTROLLED DENSITY FILL – Shall mean a semi-fluid, self-compacting, plant mixed trench~~

~~backfill (CDF) material that can result in a non-compressible, low strength, digable material with compressive strength ranging from 50 to 150 psi in 28 days.~~

~~J.~~E. COUNTY ROAD – See "ROAD/ROADWAY~~oad.~~".

~~K.~~F. COUNTY ROAD OFFICIALROAD OFFICIAL ("Road Official") – As used in Chapter 368 and defined in ORS 368.001(2) shall refer to the Director of ~~the Department of Transportation and Development~~DTD. Any authority granted to or act required or permitted by the ~~County~~ Road Official by statute may be exercised or done by the Director. Subject to approval by the County Administrator, the Director may adopt written policies designating employees of ~~the department~~DTD that are authorized to act as the ~~County~~ Road Official for specified purposes. (Amended by Ord. 02-2009, 3/5/09)

~~L.~~G. CULVERT – Shall mean storm sewer pipe used for conveying storm water within the road right-of-way, and meeting the ~~following~~ specifications of the Clackamas County Roadway Standards. ~~(Reference this definition in the Rdwy Stds):~~

~~1. 12-, 15- and 18-inch inside diameter concrete pipe shall conform to the ASTM C-14 Class 3 standard (having Wall "B");~~

~~2. 24-, 30- and 36-inch inside diameter concrete pipe shall conform to the ASTM C-76 Class 4 standard (having Wall "B");~~

~~3. Twelve-inch metal culvert pipe shall be no less than No. 16 gauge coated corrugated steel pipe and shall conform with the requirements of AASHTO M-36, Types 1 and 2, with the protective bituminous coating conforming to the requirements of AASHTO Standard M-190. In addition, metal culvert shall have 3:1 sloped ends, or a concrete headwall, or an additional three feet at each end to prevent crushed and/or plugged ends.~~

~~4. High Density Polyethylene Pipe (HDPE) Double walled, smooth interior and corrugated exterior HDPE culvert pipe and associated HDPE fittings shall conform to AASHTO M294 and M252; ASTM 405 and 667. The minimum diameter shall be 12 inches. When pre-approved by the County~~ Road Official~~, the installation shall conform to the manufacturer's recommendations. In addition, HDPE culvert shall have 3:1 slopped ends, a concrete headwall, or an additional three feet at each end to prevent crushed and/or plugged ends.~~

~~M.~~H. ~~DEPARTMENT~~DTD – Shall mean the Clackamas County Department of Transportation and Development ~~(DTD)~~.

~~N.~~I. ENTRY PERMIT – Shall mean that written permission granted by the ~~County~~ Road Official or designee~~agent~~ in accordance with ORS 374.305 ~~to~~ 374.325. This written permission allows an applicant to place, build, or construct an entry, approach road, structure, culvert, ditch, or other facility, thing, or appurtenance on the right of way, or substantially alter a facility, thing or appurtenance, or change the manner of using the entry or approach road.

~~O.~~J. FACILITY – Shall mean any and all cables, wires, conduits, pipe lines, pedestals and/or related appurtenances placed on or beneath the ground and authorized by a County issued permit.

~~P.~~K. FIXED OBJECT – Shall mean any natural or man-made object, including vegetation, that could potentially cause harm to an errant vehicle or its' occupants. "Vegetation" specifically includes trees greater than 6 inches in diameter, among other things.

~~Q. FRONTAGE IMPROVEMENTS – These enhancements made within public right-of-way that adjoins a subject property, including, but not limited to: upgrades to points of ingress and egress, curbs, culverts, base rock, asphalt or concrete road surfacing; utility relocation; grade changes of a roadway or utility, upgrades or installation of street lights, sidewalks, signing, signalization, and traffic capacity; and other related enhancements. These enhancements shall be consistent with the Standard Drawings incorporated within the Clackamas County Roadway Standards handbook and be in accordance with the Clackamas County Comprehensive Plan.~~

~~R.~~L. GATES – Shall mean any framework or structure that can be opened or closed, placed or installed in the right-of-way for the purpose of controlling or restricting the public travel.

~~S.~~M. INTERSECTION SIGHT DISTANCE (ISD) – ~~Shall mean the distance that a motorist can see when entering or exiting a County road, local access road, public road, private road or driveway. The ISD shall be determined according to Clackamas County Roadway Standards.~~ See the Clackamas County

Roadway Standards. ~~Sight distance will depend upon Road Classification, and the relative location of the area to the Urban Growth Boundary (UGB).~~

~~T.~~N. LOCAL ACCESS ROAD – See "ROAD/ROADWAY~~Road.~~".

O. M~~.~~U~~.~~T~~.~~C~~.~~D~~.~~ – Shall mean the Manual on Uniform Traffic Control Devices ~~for Streets and Highways~~ in its most recent Oregon ~~-~~adopted edition and Oregon adopted supplements.

P. ORS - Shall mean Oregon Revised Statutes.

~~U.~~Q. PERSON – Shall mean and include individuals, cooperatives, corporations, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities, and any other legal entities whatsoever.

~~V.~~R. PIPE LINE – Shall mean any and all pipe lines, hydrants, valve boxes, manholes, and/or related appurtenances authorized by the issuance of a permit.

~~W.~~S. POLE LINE – Shall mean any and all poles, wires, guys, anchors, and/or related appurtenances authorized by the issuance of a permit.

~~X.~~T. PRIVATE ROADWAY – Shall mean a roadway on private property, maintained with private funds, generally considered to provide practical and legal access to more than one parcel of property.

~~Y.~~U. ROAD/ROADWAY – ~~Shall mean and include the entire right-of-way, along with all improvements, including but not limited to, the pavement surface, shoulders, driveway entrances, ditches, culverts and other drainage features, bridges and other structures, guard rails, curbs, sidewalks, traffic controls and all features necessary for use of the road.~~ See ORS 368. For purposes of this chapter, all of the following are "roads":

1. PUBLIC ROADS: ~~roadways over which the public has a right of use that is a matter of public record, but that has not been accepted for maintenance by Clackamas County.~~See ORS 368.
2. COUNTY ROADS: ~~public roads or local access roads that have been designated as County roads pursuant to ORS 368.016.~~See ORS 368. ~~Customarily, Clackamas County has accepted County roads for maintenance.~~
3. LOCAL ACCESS ROADS: ~~Public roads that are subject to the exercise of jurisdiction by the County in the same manner as other County roads under ORS 368.001 and ORS 368.031.~~ See ORS 368. ~~The maintenance of local access roads shall not be funded by the County unless the Board expressly decides orders otherwise.~~

V. ROAD OFFICIAL - See "COUNTY ROAD OFFICIAL".

W. RIGHT~~-~~OF~~-~~WAY (ROW) – Shall mean a legal use or right of passage, given to the public, over a strip of ground under the jurisdiction of c~~C~~ounty, s~~S~~tate, or f~~F~~ederal agencies.

~~Z. (check ZDO definition)~~

~~ROAD USE REQUIREMENTS – Shall mean and include ORS 374.305 – 374.340, ORS Chapter 368, any County road use ordinances, rules, regulations or standards, and any conditions of permits issued pursuant to those State statutes or County ordinances, rules or regulations.~~

~~AA.~~X. TRAFFIC CONTROL DEVICE – See ORS 801.540~~xx~~.

~~BB.~~Y. TRAIL – Shall mean any easement over land that is not part of a road right~~-~~of~~-~~ way and does not provide motor vehicle access of the type provided by a road, but which permits travel between places. For the purpose of this chapter, a trail must be under the sole jurisdiction of Clackamas County, and must be an easement over which the public has a right of non motor ~~-~~vehicular use. (A change in use from a road to a trail shall not change the designation of any easement as road right of way.)

~~CC.~~Z. TRAVELED PORTION OF THE ROADWAY – Shall mean those areas used by and accessible to ~~motor~~ vehicles and spedestrians, including paved shoulders and bike ~~lanes~~facilties, and shall also include sidewalks or other pedestrian facilities. ~~(Conflicts with definition in Rdwy Stds).~~

~~DD.~~AA. UTILITY – Shall mean privately, publicly or cooperatively owned line, network, or system for communications, cable television, power, electricity, light, heat, gas, oil, crude products, potable water, surface water or storm water, steam, waste water not connected with roadway drainage, or any other similar commodity, including any fire or police signal system, or street lighting system, which directly or indirectly serves the public. The term utility shall also mean the utility company inclusive of any substantially owned or controlled subsidiary. For the purposes of this ordinance, the term includes those utility-type facilities owned or leased by a government agency for its own use, or otherwise dedicated

solely to governmental use. The term utility includes facilities and appurtenances used solely by the utility that are a part of its operation. ~~(update rdwy stds def)~~

~~EE.~~BB. UTILITY PERMIT – Shall mean the written permission granted by the ~~County~~ Road Official or ~~agent~~designee in accordance with ORS 374.305 ~~to~~ 374.325. This written permission provides for the lawful construction of aerial pole lines, buried cables, pipe lines, and miscellaneous utility operations, and may include special permit provisions if deemed necessary by the ~~County~~ Road Official.

~~FF.~~CC. VIOLATION – Shall mean an activity that does not comply with the ~~Road Use~~ requirements of this chapter.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 01-2003, 1/23/03; Amended by Ord. 02-2009, 3/5/09]

7.03.030 Compliance

Every person shall comply with the requirements of this chapter in the location, construction, and alteration of any approach road, driveway, underground utility or any other facility, road use impediment, thing or appurtenance on or in the right-of-way of any County road, local access road, or public road under the jurisdiction ~~within the boundaries~~ of Clackamas County.

The Road Official or the ~~Board of County Commissioners~~Board may take any action deemed to safeguard the best interests of the traveling public, regardless of the provisions of this Chapter. This specifically includes the authority to erect gates when necessary to safeguard a public interest, without seeking a permit.

[Codified by Ord. 05-2000, 7/13/00; Amended Ord. 01-2003, 1/23/03]

7.03.040 Conflicting Requirements

The provisions of this chapter are minimum requirements. Where this chapter imposes a greater restriction than is imposed or required by other provisions of law, rules, regulations, resolutions, easements, covenants or other agreements between parties, the provisions of this chapter shall control. Where other provisions of law are more restrictive than this chapter, the more restrictive provision shall control.

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

7.03.050 Violation as Nuisance

A violation of this chapter is hereby declared to be a public nuisance and shall continue to be a nuisance until the offending road use violation is brought into compliance with this chapter.

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

7.03.060 Issuance of Violation Notice~~Warnings~~

The ~~County~~ Road Official or ~~his~~ the Road Official's designee may issue violation~~warning~~ notices ~~of alleged violations~~. If issued, such ~~warning~~ notices shall give a brief description of the violation ~~alleged~~ and shall be served upon the person responsible for ~~accused of~~ the offense. The ~~warning~~ notice shall also contain:

A. ~~The name of the County Department to contact regarding the violation,~~The contact information for the County department and division issuing the violation,

~~B. The name of the person issuing the warning notice,~~

~~C.~~B. The date the violation~~warning~~ was issued, and

~~D.~~C. A statement that failure to correct the ~~alleged~~ violation or to contact the appropriate County ~~d~~Department within a specified time period, may result in civil or Compliance Hearings Officer proceedings to abate the nuisance.

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

7.03.070 Remedies

In addition to any other remedies provided by law, if the ~~alleged~~ violation has not been corrected within a minimum of ten (10) days after a violation~~warning~~ notice is received, the County may refer the matter to the Compliance Hearings Officer for enforcement under the Compliance Hearings Officer Chapter or institute injunction, mandamus, abatement or other appropriate proceedings to prevent, temporarily or permanently enjoin, abate, correct or remove the installation which is in violation of the requirements of this chapter. These remedies shall exist in addition to all other remedies provided by law.
[Codified by Ord. 05-2000, 7/13/00]

7.03.080 Penalties

Violation of the provisions of this chapter may be sanctioned in any manner provided for by law, including, but not limited to, ~~the following:~~
For violations of Sections 7.03.090 – 7.03.230, by imposing civil penalties in the amounts authorized under ORS 203.065(1).
For violations of Sections 7.03.240 – 7.03.290, by imposing civil penalties in an amount to be set by ~~County Code Chapter 2.07~~ the Board and as determined by the Compliance Hearings Officer.
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 5-2003, 3/13/03]

7.03.090 Road Use Impediments – Prohibited Activity

A. Potential Hazards – No person shall allow any of the following things to exist on any portion of the road right-of-way that abuts property s/he owns or occupies, including sidewalks, if it could create a potential hazard in the opinion of the Road Official:
   1. Earth;
   2. Rock;
   3. Vegetation;
   4. Structures;
   5. Objects;
   6. Debris;
   7. Anything that may cause a potential hazard to the public in their use of a sidewalk or other facility intended for pedestrians, including, but not limited to:
      a. Vertical displacements on the surface greater than 1/2" or vertical displacements between 1/4" and 1/2" not beveled with a slope of 50 percent or less across the entire vertical displacement.

      ~~a.~~b. Cracks or disrepair.

B. Visual Impediments to Safe Road Use – No person shall allow any of the following things to exist on or in the road right-of-way, including intersecting corners, that abuts property s/he owns or occupies, or on property that abuts a road, or in the airspace above a road, if the thing obstructs the view necessary for safe operation of motor vehicles upon the road, or if it causes potential danger to the public that uses the road:
   1. Trees;
   2. Shrubs;
   3. Hedges;
   4. Any vegetation;
   5. Projecting overhanging limbs of vegetation;
   6. Temporary or permanent structures;
   7. Fences;
   8. Berms;
   9. Natural or man-made objects.

   The view necessary for safe use of the road by the public shall be ~~Intersection Sight Distance (ISD) as~~

described in the ~~AASHTO and the~~ Clackamas County Roadway Standards~~, handbook,~~.

C. ~~Visual~~ Impediments that Compromise Clear Zone ~~or ISD~~ – No person shall allow any fixed object to ~~or visual impediment to~~ exist within the road right-of-way~~,~~ or on property that abuts a road that person owns or occupies, or in the airspace above a road if it compromises the ~~either~~ clear zone criteria of the Clackamas County Roadway Standards~~, or intersection sight distance.~~

D. Obstruction of Official Traffic Control Device –

1. No person shall allow any of the following things to exist within the road right-of-way~~,~~ or on property that abuts a road that person owns or occupies, or in the airspace above a road in a manner that wholly or partially obstructs the visibility of an official traffic control device from a distance of 200 feet:
   a. Vegetation;
   b. Overhanging or projecting limbs;
   c. Permanent or temporary structures;
   d. Fences;
   e. Berms;
   f. Natural or man-made objects.
2. When the traffic control device is a "Stop~~TOP~~" sign, a "Yield" sign, or a traffic control signal, no thing shall obstruct its visibility from the ~~stopping sight distance prescribed by the AASHTO or Clackamas County Roadway Standards handbook,~~distance described in the ~~Manual on Uniform Traffic Control Devices~~MUTCD, if that ~~stopping sight~~ distance is greater than the 200 feet necessary for other traffic control devices under) D 1 of this subsection.

E. Flow of Water Impeding Safe Use of traveled portion of the roadway. ~~Roads, Sidewalks or Bike Paths~~ –No owner or lawful occupant of property abutting any road shall allow water to overflow, seep or otherwise discharge into the traveled portion of the roadway ~~, sidewalk or bike path~~ that abuts their property, if the water creates a nuisance condition or impedes the safe use of the ~~road, sidewalk or bike path~~traveled portion of the roadway. The source of the water flow shall be irrelevant to liability under this subsection.

F. Prohibition Against Blocking Drainage or Traveled Portion of ~~the~~ Roadway – No person shall allow any soil, rock, earthen material, dirt, bark dust, compost or similar processed vegetative material to erode, flow, discharge or otherwise be placed or deposited in the traveled portion ~~of any road, sidewalk or bike path~~of the roadway, or to block any drainage system within the road right-of-way.

G. Regulation of Basketball Hoops, Skate Board Ramps & Cycle Ramps –

1. No person shall allow the following to exist on or in the road right-of-way, or on property abutting a road, if its placement encourages approach from, or use in conjunction with the road right-of-way:
   a. Basketball hoop;
   b. Skateboard ramp;
   c. Cycle ramp;
   d. Any other thing or structure capable of being used from the road right-of-way.
2. Notwithstanding the prohibition set forth above, a basketball hoop, backboard and supporting structure may be located on dead-end local residential streets and local residential streets having expected traffic volumes of less than 250 vehicles per day, if all of the following conditions apply:
   a. The basketball hoop is no closer than 150 feet from any street intersection.
   b. Sight distance to the basketball hoop for approaching vehicles must not be less than 150 feet.
   c. No portion of the basketball hoop shall be located closer than 20 feet from an adjacent property line.
   d. In no case shall court markings be placed on the roadway.
   e. In no case shall the basketball hoop be used between the hours of 10 PM and 7 AM.

H. Regulations for Mail boxes, Newspaper Boxes, Other Receptacles – No person shall allow any mail box, newspaper box or other receptacle to exist on the road right-of-way unless it conforms to the safety

standards outlined in the most recent editions of the AASHTO ~~manuals~~ Roadside Design Guide, ~~or is approved by the Federal Highway Administration and the Oregon Department of Transportation.~~ the ~~AASHTO "A Guide For Erecting Mailboxes On Highways"~~, the clear zone standards of the County Roadway Standards, or the standards of the United States Postal Service.

I. Regulations for Portable Storage Containers – No person shall allow the placement of a portable storage container within the traveled portion of the roadway or within the clear zone.

J. Regulations for Roadside Memorials –

1. A roadside memorial may be authorized pursuant to Clackamas County's Roadside Memorial policy;
2. Unauthorized roadside memorials may be removed if:
   a. The roadside memorial is a safety hazard in the opinion of the Road Official;
   b. The roadside memorial creates a safety/operational/productivity issue for Transportation Maintenance personnel and/or equipment in the opinion of the Road Official, or;
   c. The County receives a complaint regarding the unauthorized roadside memorial.
3. If an unauthorized roadside memorial is to be removed, DTD will attempt to contact the person responsible for the roadside memorial. If contact is made with the person, 14 days will be provided to allow for removal. After a minimum of 14 days, DTD may remove the roadside memorial.

~~Roadside memorials will be allowed through the Department's "Adopt-a-Road" program. A person may adopt a section of roadway for litter/debris removal with the use of "In Memory of xxxxxx" signage.~~

~~Unauthorized roadside memorials will be removed if:~~

- ~~The roadside memorial is a safety hazard in the opinion of the~~ Road Official;
- ~~The roadside memorial creates safety/operational/productivity issue for Transportation Maintenance personnel and/or equipment in the opinion of the~~ Road Official;
- ~~The County receives a complaint regarding the unauthorized roadside memorial.~~

~~1. If an unauthorized roadside memorial is to be removed, the Department will attempt to contact the family if they are able to identify who the family is. If contact is made with the family, 14 days will be provided to allow for removal. After a minimum of 14 days, the Department may remove the roadside memorial.~~

K. Regulations for Written or Graphic Displays – No person shall post, paste, paint, brand or otherwise place or attach notices, signs, pictures, advertisements, cards, posters, bills, notices or any other form of written or graphic display to any building, fence, gate, bridge, tree, rock, board, structure, utility pole, traffic control device or its supporting structure, or anything whatever within the road right-of-way unless it is authorized under ORS 368.942—368.960.

L. Regulations on Obstructing View by Vending or Advertising Merchandise – No person shall allow the following things to be present on ~~a sidewalk, pedestrian way, bike path or road right-of-way,~~ the traveled portion of the roadway or on property abutting a road, if it could obstruct the view of, or cause danger to, persons who use the road:

1. Any vehicle that facilitates vending or merchandise sales;
2. Any object or structure that facilitates vending or merchandise sales;
3. Any object or structure that advertises, sells or offers merchandise for sale;
4. Any utility trailer;
5. Any recreational vehicle;
6. Any mobile or modular home.

M. Prohibition of Gates on Roads – ~~It is the policy of the Board of County Commissioners that all P~~public roads are open to the traveling public and should not be gated. Only under the most extraordinary circumstances will a gate be allowed. When extraordinary circumstances create an exception ~~to the "no gates" policy~~, the Board's express preference will be for permitted gates to be unlocked.

1. No person shall install or allow the presence of any gate that blocks access to a road right-of-way

unless:

a. The person has made application to the Board, describing the reasons for construction of the proposed gate, and has paid the required application fee;

b. The Board has held a public hearing, and met the notice requirements in ORS 368.086, to give interested parties an opportunity to describe their concerns regarding construction of the gate; and

c. The Board has approved the placement of the gate and issued a permit for the gate's construction pursuant to ORS 368.056.

2. Whenever the Board issues a permit for a gate that blocks access to a road right-of-way, the Board shall place the following conditions on the permit:

a. Except under extraordinary circumstances or when necessary for the health, welfare and safety of the public, the gate shall not be locked in a way that prevents ~~vehicle~~ access by the traveling public on the road right-of-way;

b. If the road right-of-way has attained its public status due to ten years or more of adverse use under ORS 105.620, or ten years or more of uncontested public use under ORS 12.050, then the question of the road's status shall be considered in the public hearing on the gate permit, and a finding shall be made and written into the language of the permit that the road's public status has been clearly established and can no longer be contested; (This action shall fulfill the requirements of ORS 368.073(1)~~,~~ and ORS 368.096(2)(c).)

c. The permit shall be limited in duration and renewable in five-year increments. If any condition existing when a gate permit is granted or renewed changes during the five year permit term, the Board may evaluate whether to revoke the permit and require the gate to be removed prior to expiration of the term. At the time set for renewal of a gate permit, the requirements for a public hearing set forth in Section 7.03.090.N.1.b may be waived by the Road Official if there ~~is~~ are no record of objections ~~no controversy~~ surrounding the gate's presence or the permit renewal.

3. Whenever the Board issues a permit for a gate that blocks access to a road right-of-way, the Board may place the following conditions on the permit:

a. Specifications regarding the method and means of construction of the gate;

b. A requirement that the person issued the permit shall bear all costs of construction and maintenance of the gate; and/or

c. Any other conditions the Board deems reasonable.

N. Road Official's Authority to Issue Revocable Permit – Pursuant to ORS 3274.305, the Road Official is authorized to make a case-by-case determination to allow structures, objects or other things to exist in public right-of-way, including sidewalks, so long as the things could not create a potential hazard or impediment. If the Road Official makes a determination to authorize such a thing, ~~s/he~~the Road Official may issue a revocable permit reflecting that revocable permission, and may impose any conditions s/he determines are necessary to protect the public interest. [Codified by Ord. 05-2000, Amended by Ord. 01-2003, 1/23/03]

7.03.095 Vacation Proceedings and Road Status Changes

A. Vacation Proceedings.

1. Vacation of any public property listed in ORS 368.326 shall be carried out pursuant to ORS 368.326—368.366.

2. Partial vacations of public property, with reservations of rights in the form of easements (utility, ingress/egress, etc.) shall also be carried out pursuant to ORS 368.326—368.366.

3. A vacation of public property may eliminate rights of ~~vehicular~~ public access, but no vacation of public property shall be allowed if the vacation would deprive an owner of access to their property without their consent.

4. In determining whether vacation of public property is in the public interest, the Board shall consider the following criteria:

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;
b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;
c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;
d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;
e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;
f. Whether there are present and future likely benefits of the right-of-way to the traveling public;
g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;
h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and
i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

5. The Order issued pursuant to ORS 368.356 at the conclusion of any vVacation pProceeding shall not be a land use decision, but may be appealed by Writ of Review under ORS ~~Chapter~~ 34.102.

B. Road Status Changes.

1. The Board has the discretion to determine that it is necessary to change the status of a County rRoad, lLocal aAccess rRoad, pPublic rRoad or tTrail.
2. In order to change the status of any such right-of-way, the Board shall designate the proposed new status as a lLocal aAccess rRoad, pPublic rRoad, or tTrail, and shall use the same procedure set forth in ORS 368.026 for withdrawal of County right-of-way status.
3. In determining whether to enter an OOrder changing the status of a right-of-way under this sSubsection, the Board shall consider the following criteria:
   a. County's cost of maintenance under existing status, given the general public benefit of such maintenance;
   b. Existing or reasonable future use of property or bodies of water being accessed by subject road,
   c. Impact to public facilities (e.g., public water supply) being served by subject road,
   d. Existence of a long history of inappropriate use of the right-of-way, e.g., dumping of refuse/hazardous materials onto the right of way, trespassing onto or damaging of abutting property.
4. A change of status may temporarily or permanently eliminate rights of ~~vehicular~~ public access, but no change of status may deprive a recorded owner of access to their property. If a public right-of-way is to be changed into a private right-of-way, the Board Order shall follow ORS 368.326—368.366 and ensure that necessary rights of access are reserved through appropriate easements.

C. Simultaneous Acceptance and Vacation of Roads.

If the circumstances of a specific road project require both vacation of an existing right-of-way and acceptance of a new right of way, the vacation and acceptance may be consolidated for hearing before the Board when consolidation is likely to maximize the efficiency of the road project.

[Added by Ord. 01-2003, 1/23/03]

7.03.099 Utilities' Use of County Right of Way

A. Designating Location of Utilities; Costs; Construction Approval.

The Road Official has the authority to designate the location where lines, fixtures and facilities operated by Utilities may be located upon roads under Clackamas County's jurisdiction.

1. Except as provided in this Chapter, uUtilities shall not begin construction of a new facility or relocate an existing facility on County roads without doing the following things first:
   a. When the proposed work is more significant than routing service connections and ordinary maintenance, uUtilities must provide written notice to the Road Official, including ~~a map or sketch~~plans and specifications of the proposed construction in the form and to the scale required by the Road Official; or;
   b. When the proposed work is routine routing of service connections and ordinary maintenance, uUtilities must provide telephone or other appropriate notice to the Road Official; and
   c. No matter the scope or scale of the proposed work, uUtilities must first obtain the Road Official's approval of the proposed construction or relocation of an existing facility.
2. No advance approval shall be required when construction or relocation is necessitated by an emergency, but uUtilities shall give notice of work undertaken no later than the first workday following the emergency.
3. The Road Official shall approve uUtilities work proposals unless s/he finds that the proposed construction or relocation is contrary to the public interest.

B. Changing the Designated Location of Utilities; Costs; Notice/Orders.
The Road Official has the authority to order the designated location of lines, fixtures and facilities operated by utilities to be changed, either temporarily or permanently, at any time the Road Official deems it expedient. The cost of any temporary or permanent relocation of any uUtility required by the Road Official shall be paid by the uUtility.
1. The Road Official shall notify uUtilities in writing of proposed changes in grade, contours or alignments of County roads or of proposed vacations of roads or parts of roads that require the removal, relocation or repair of uUtilities' facilities.
2. Upon receiving the notice described in 7.03.099(B)(1) above, uUtilities shall determine the estimated requirements for accomplishing the action directed by the Road Official, and provide those requirements to the Road Official within thirty (30) days.
3. Upon receiving the estimated requirements, the Road Official may schedule a pre-construction meeting with other affected uUtilities and contractors.
4. The Road OfficialRoad Official shall send a second notice to the uUtilities, directing them to complete the removal, relocation or repair of their facilities within a specified time frame and consistent with the coordinated plan established with other affected uUtilities and contractors under this Chapter. This notice shall constitute an Order from the Road Official requiring relocation of the specified uUtility facilities.
5. If the Road Official determines that the work must occur on a different date from that previously discussed with a uUtility, then s/he shall give the uUtility written notice of the date change no less than thirty (30) days prior to the rescheduled date. This notice shall be sent by first class mail, postage prepaid. This notice shall be an aAmended Order of the Road Official requiring relocation of the specified uUtility facilities.

C. Remedy for Failure of Utilities to Remove, Relocate or Repair Facilities aAs Directed.
Should a uUtility fail to temporarily or permanently remove, relocate or repair the lines, fixtures or facilities operated by the uUtility as ordered by the Road Official under this section, the lines, fixtures or facilities shall automatically become a public nuisance, which the Road Official may abate in any expedient manner. The total costs attributable to the failure of the uUtility to act as ordered by the Road Official, including the costs of completing the work the uUtility should have done under the Order, shall be itemized and an invoice shall be sent to the responsible uUtility. All such costs shall be promptly repaid to the County by the uUtility.

D. Prohibition of Interference with Public Travel, Maintenance and Improvement.

F. Work done by uUtilities shall always be in accordance with state statutes, Clackamas County Roadway Standards, -and with other specifications adopted by the County.

G. Utility work shall not endanger or interfere unduly with public travel on County roads, or with the maintenance and improvement of such roads by the County.

1. Immediately following the opening of a road, uUtilities shall replace and restore the surface and grade to as good and safe a condition as it was in prior to opening.

H. Repair of defects in openings made by uUtilities shall be undertaken by uUtilities within six (6) hours from notice by the Road Official when such defects endanger the public, and within one week of notice in all other cases.

2. When trenching across more than one-travel lane of the roadway, no more than one-half (1/2) of the traveled portion is to be opened at any one time. The relevant installation shall be made, then the opened half shall be covered and secured with steel running plates or be completely back filled and compacted before opening the remaining half.

3. No closure of intersecting streets, roadways, driveway approaches or other access points will be permitted without review and approval by the Road Official.

4. Upon trenching, steel running plates or other satisfactory methods shall be used to maintain traffic. No more than two hundred and fifty (250) feet of longitudinal trench along the roadway shall be open at one time and no trench shall be left open overnight

E. Requirement for Periodic Inspections of Utility Openings.
Utilities shall conduct periodic inspections of openings they have made during the preceding twelve months to ensure compliance with the provisions of this section. If, after the notice described in 7.03.099(D), a uUtility fails to replace or restore any pavement or road surface opened by it, the Road Official may, after written notice and demand, cause the work to be done at the uUtility's expense. Upon receiving a statement of the costs, uUtility shall promptly reimburse the County. If legal action is necessary to collect these amounts, then uUtility shall pay all legal costs and reasonable attorney fees.

[Added by Ord. 01-2003, 1/23/03]

7.03.100 Utility Placement Permits

A. Application Requirements – Application for a permit to establish, place and operate utilities within the right-of-ways shall be made on the official permit application, available from ~~the Department~~DTD. The applicant shall comply with the requirements of the Clackamas County Roadway Standards with regard to the permitting, design and construction of uUtilities. ~~permitting requirements of the Clackamas County Roadway Standards.~~

~~A. The following items must be submitted along with applications:~~

~~1. Verification of insurance as required under Section 7.03.130 of this Chapter;~~

~~2. Performance Bond as required under Section 7.03.130 of this Chapter;~~

~~3. Any drawings requested by the County~~ Road Official ~~to illustrate the work described in the permit application;~~

~~4. An application drawing that clearly depicts protection devices, such as guardrails or bollards, for supplemental review by the County Traffic Engineer to ensure compliance with the clear zone criteria in the Clackamas County Roadway Standards handbook.~~

~~B. Design Responsibility – The utility company shall be responsible for the design of the utility being proposed. The design responsibility shall include:~~

~~1. Advanced coordination with other users of the roadway to ensure the compatibility of the new utility placement and shared uses;~~

~~2. Construction and location in compliance with this chapter, in addition to maintenance of the proposed utility and its appurtenances;~~

~~3. Provisions for public safety and accident prevention for the service life of the installation.~~

~~C. Permit Review Objectives – In reviewing permit applications, the County~~ Road Official ~~or his designee may consider the following objectives:~~

~~1. Location – where it is reasonable to construct, maintain and provide for the shared uses of the right-of-way;~~

~~2. Methods – particularly the manner in which the utility is to be installed;~~

3. ~~Traffic Safety – which must include measures to accommodate the utility and to preserve and/or enhance traffic safety, operation and maintenance of the roadway system;~~
4. ~~Roadway Integrity – including sustaining the structural integrity of the roadway, bridge or other structure;~~
5. ~~Use and Appearance – specifically the use and appearance of the right-of-way;~~
6. ~~Public Safety – considering daytime or extended roadway closure, when the Applicant/Owner demonstrates that it is in the interest of the traveling public or necessary for the safety of the construction/installation workers. Closures must be in compliance with procedures for notifying public agencies and emergency service providers and must be finalized with the County~~ Road Official ~~in advance of the actual closure.~~

~~D.~~B. Emergency Repair Work Rules – Emergency repair work done by the ~~Applicant/Owner~~applicant/owner may proceed as needed if the Road Official is properly notified when traffic control is required. Proper notification is accomplished in the following ways:

1. During work hours – telephone contact with ~~the D~~dDepartmentDTD;
2. After work hours – telephone contact with the County's central dispatch office.

Permits for emergency repairs shall be obtained no later than the first business day following commencement of the work.

~~E. Possible Requirements for Facilitating Site Review – To facilitate site review, the County~~ Road Official ~~may require the Applicant/Owner to place markers such as lath, stakes, paint, or other means of identification at the locations where the Applicant/Owner proposes to work.~~

~~F. Signatures Required on Permits – If an installation contractor is to be used, Then both the Applicant/Owner and the selected contractor must sign the permit.~~

~~G. Assigning Permit Rights – The privileges granted and obligations created by virtue of the permit issued shall be binding not only upon the Applicant/Owner, but also upon the successors and assigns of the Applicant/Owner. The Applicant/Owner shall give the County~~ Road Official ~~written notice of any such assignment or transfer within a reasonable time not to exceed 90 days after assignment.~~

~~H. Importance of Truthfully Reporting All Facts Material to Application – The Applicant/Owner shall be solely responsible for providing correct and complete information required for the permit. If the County~~ Road Official ~~determines that the Applicant/Owner misrepresented, misstated, or omitted any fact which is material to assessment of the utility or to the operation's impact upon traffic safety, convenience, and/or the legal property rights of any person (including the County), this will result in denial or revocation of the permit. At any time during the application process, or the period during which the permit is valid, the County~~ Road Official ~~may require the Applicant/Owner to provide additional safeguards to protect the convenience and rights of the traveling public and persons (including the County). The Applicant/Owner shall pay all costs for such safeguards.~~

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

7.03.110 Effective Period of Utility Placement Permits

A. Effective unless Revoked – Permits for utility occupation and operations shall be in effect upon issuance indefinitely, or until revoked. Revocation will occur only under the following circumstances:
   1. By mutual consent of the County and the a~~A~~pplicant/o~~O~~wner or his successor or assign;
   2. By order of the Board or the ~~County~~ Road Official, if the a~~A~~pplicant/o~~O~~wner or his successor or assign fails to abide by the terms and conditions of the permit;
   3. By operation of law.

B. Effect of Violations of Permit Terms or Conditions – Any violation of the conditions or terms of the permit by the a~~A~~pplicant/o~~O~~wner shall be cause to suspend, modify, annul and forfeit any and all rights acquired by the a~~A~~pplicant/o~~O~~wner under the terms stated in the permit or these provisions. The a~~A~~pplicant/o~~O~~wner acquires no rights in the road right-of-ways through obtaining a permit, and is presumed to have waived any claims for damages or compensation as a result of revocation of the permit as described in subsection A of this Section.

C. Rules Regarding Commencement of Installation and Placement of Utility – If the a~~A~~pplicant/o~~O~~wner

fails to commence installation and placement of the utility by the starting date specified on the permit, the permit shall be deemed null and void, and all privileges there under shall be forfeited, unless a notice and acknowledgment of a different start date is confirmed with the ~~County~~ Road Official. Change of a starting date may require a revision to the conditions of approval, which must be set out in special provisions.

D. Commencement of Surety Repair Period – Upon initial completion of the permitted installation and restoration repairs, the a~~A~~pplicant/o~~O~~wner shall notify the ~~County~~ Road Official. A D~~d~~epartment inspection will be performed within 30 days of notification. If necessary, a corrective work list will be generated. Following a ~~County~~ Road Official inspection that results in a finding that the installation and the repaired right-of-way are within County standards, a three year surety repair period shall begin, as set out in Section 7.03.130 of this Chapter.

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

7.03.120 Liability, Control and Responsibility for Utilities

A. Necessity for Additional Permits – The ~~Applicant/Owner~~applicant/owner shall be responsible for securing any other permits necessary or required from cities, counties, corporations, districts, state and federal governments or individuals.

B. Restoration or Repair of Roadway – If it is evident to the ~~County~~ Road Official that the physical character of the roadway has been changed, degraded or damaged by the a~~A~~pplicant/o~~O~~wner, the a~~A~~pplicant/o~~O~~wner shall restore or repair the damage in compliance with the ~~specifications of this chapter~~Clackamas County Roadway Standards, whether that damage is discovered at the time of utility installation or at a later date. If the a~~A~~pplicant/o~~O~~wner fails to satisfactorily restore or repair the roadway, the ~~County~~ Road Official may employ enforcement provisions of this Ordinance or make the necessary restoration or repairs using c~~C~~ontractor or County forces. The a~~A~~pplicant/o~~O~~wner under the terms set out in Section 7.03.200 shall pay all costs incurred by the County under these circumstances.

C. Responsibility for Relocating or Adjusting Pre-Existing Utilities – The a~~A~~pplicant/o~~O~~wner shall be responsible for relocating or adjusting any other utilities located on County right-of-ways or other right-of-ways under the jurisdiction of the County if this is required to accommodate the utility or operation applied for. Construction of the utility or conduct of an operation by the a~~A~~pplicant/o~~O~~wner, its agent or c~~C~~ontractor, will be permitted only after the a~~A~~pplicant/o~~O~~wner has furnished evidence to the ~~County~~ Road Official that satisfactory arrangements for such relocations or adjustments have been made with the owners of the other affected utilities.

D. Notifying Abutting Property Owners about Impact of Utility or U~~u~~tility Work – Mailboxes, lawns, landscapes and rain drain connections are considered the possession of abutting property owners or lawful occupants. The a~~A~~pplicant/o~~O~~wner shall be responsible for notifying the abutting property owners and restoring or replacing any materials that are disturbed or removed because of utility construction, maintenance, or operation. The a~~A~~pplicant/o~~O~~wner shall accomplish r~~R~~estoration or replacement of materials as expediently as possible. This responsibility continues through the life of the permit. The surrounding area shall always be restored to a comparable or better condition from that which it was in prior to commencement of utility work.

E. Liability for Injury or Damage to a Utility Covered by a Permit – The County, DTD~~the department~~, or employees thereof, shall not be responsible or liable for injury or damage that may occur to a utility covered by a permit, if caused by substandard installations, misallocated, non-located or non-locatable utilities, by reason of County maintenance and construction operations, or by motorist or road user operations, or County c~~C~~ontractor or other p~~P~~ermittee operations.

~~F. Necessity to Protect Public and Roadway – The Applicant/Owner shall employ any and all means, methods, techniques, or sequences in performing the operations authorized by the permit that the County~~ Road Official ~~deems necessary, and that also comply with the requirements of any other regulatory agencies with authority, in order to properly protect the public from injury and the roadway from damage.~~

~~G. Necessity for Approved Traffic Control Plan – During any construction or maintenance performed under~~

~~the permit provisions the work area shall be protected with sufficient traffic controls in accordance with the current M.U.T.C.D. or amended or supplemented by the County~~ Road Official. ~~The Applicant/Owner shall furnish necessary signs unless otherwise specified in the permit. Applicant's/Owner's traffic control plan shall be reviewed and approved by the department before work begins. Applicant/Owner shall allow two weeks for this review.~~

~~H. Inspections and Compliance Checks – To insure compliance with the terms and conditions of the permit, the County~~ Road Official ~~may perform random inspections of the work being done, check compliance with the terms of the permit, and require the Applicant/Owner to correct all deviations from those terms and conditions. When increased inspection is deemed necessary by the County Road Oofficial, additional costs shall be paid by the Applicant/Owner under the terms outlined in Section 7.03.200. Examples of special circumstances that may trigger increased inspection include:~~

~~1. Extended hours of work/operation;~~

~~2. Failure to comply with permit requirements;~~

~~3. High traffic volumes in the vicinity of the work/operation; or~~

~~4. Special accesses requirements for the work/operation.~~

~~I.~~F. County Supervision Shall Not Impact Liability of ~~Applicant/Owner~~applicant/owner – Any supervision or control exercised by County personnel shall in no way relieve the a~~A~~pplicant/o~~O~~wner of any duty or responsibility to the general public, nor shall such supervision or control relieve the a~~A~~pplicant/o~~O~~wner from any liability for loss, damage or injury to persons or property as provided in this Section.

~~J. Discreet Placement Required for Above Ground Appurtenances – All above ground appurtenances shall be located where they do not create undue interference or a hazard to the free movement of normal roadway traffic, whether vehicular, bicycle or pedestrian. Utility appurtenances shall not be located in areas of restricted sight distance, i.e., on sharp curves and steep grades. They shall not interfere with the proper function of traffic control signs, signals, lighting or other devices that affect traffic operation. The County~~ Road Official ~~shall approve any revisions to historic utility locations.~~

~~K.~~G. Recorded and Unrecorded Public and Private Rights To be Honored, Regardless of Board Consent – The a~~A~~pplicant/o~~O~~wner is subject to all existing public and private rights recorded and unrecorded within and appurtenant to the right-of-way of the roads. Consent of the Board for installation and operation of permitted utilities is only to the extent that the Board has legal authority to grant such consent. The expressed understanding is that the Board is granting said consent free of charge to the a~~A~~pplicant/o~~O~~wner as a mere license, and the a~~A~~pplicant/o~~O~~wner shall assume the entire responsibility incidental thereto.

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

7.03.130 Required Insurance and Performance Bond for Utility Work

A. Comprehensive General Liability Insurance Requirement – The a~~A~~pplicant/o~~O~~wner or its c~~C~~ontractor shall furnish a certificate of insurance for comprehensive general liability insurance to the ~~County~~ Road Official, in an amount established by Clackamas ~~the~~ County's Risk Management ~~Office~~Division. The insurance shall be for a combined single limit for personal injury and property damage for the protection of the County, its officers, commissioners and employees. It shall protect against liability for damages of any nature caused by the conduct or operation of the a~~A~~pplicant/o~~O~~wner, its agents, 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 said utility, repair, and restoration of the roadway, or in conducting any operation of this ordinance. The a~~A~~pplicant/o~~O~~wner may submit evidence of insurance coverage annually in lieu of individual submissions for each permit.

B. Acceptable Substitutions – A utility company, cooperative or municipal authority may be relieved of the obligation of submitting a certificate of insurance if it submits satisfactory evidence that it is insured, or has adequate provisions for self-insurance, in accordance with the requirements of this section.

C. Indemnification Requirement – Both the a~~A~~pplicant/o~~O~~wner and its c~~C~~ontractor shall indemnify, save harmless and defend the County, its officers, commissioners and employees from and against all claims

and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the aApplicant/oOwner, 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.

D. Additional Assurances Required – The insurance shall include the County as an additional insured and refer to and support the aApplicant's/oOwner's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non-renewal, 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.

E. Performance Bond Requirements – The following rules apply to the pPerformance bBond requirement set out in Section 7.034.100 A 2:

1. The applicant/owner's contractor shall furnish a performance bond and a minimum of $1000 cash deposit ~~The Applicant/Owner, or its Contractor, shall furnish a Performance Bond and a minimum $1,000.00 cash deposit~~ for the period of time necessary to construct or install a utility or conduct an operation authorized by permit through a ~~minimum three year~~specified period of time determined by ~~the Department~~DTD following surface repair.~~.~~
2. The dollar amount assigned to the pPerformance bBond shall equal the amount noted in the permit special provisions, and shall be based upon the estimated cost for the trench and surface repairs.
3. Bonds furnished must be written by a surety company duly qualified and licensed to do business in the State of Oregon, upon a form provided by ~~the Department~~DTD, certifying bBond limits as set out in the permit's special provisions.
4. No work shall be commenced under the permit until the pPerformance bBond and cash deposit has been submitted to and received by ~~the Department~~DTD.
5. In lieu of furnishing a cash deposit and/or a pPerformance bBond, the aApplicant/oOwner, or its cContractor, may file ~~an "s~~Security aAgreement~~Assignment Agreement"~~ form securing their performance through assignment of a savings account kept in a reputable savings institution, in an amount equal to the amount required in the permit's special provisions. The ~~Assignment~~ sSecurity aAgreement shall be on a form provided by ~~the Department~~DTD and shall be returned for review and acceptance.
6. A pPublic uUtility cCompany or municipal authority may be relieved of the pPerformance bBond and cash deposit requirements.

F. Rules for Retaining and Releasing Bonds and Cash Deposits – When the aApplicant/oOwner advises that all work set out in the permit has been completed and verified by ~~Department~~ DTD inspection, all bonds and cash deposits shall be held and shall remain in full force and effect for a three year surety repair period. At the end of this period, the ~~County~~ Road Official shall cause the release and/or refund of all bonds, cash deposits, or other sureties to the provider after a ~~Department~~ DTD inspection confirms satisfactory surface restoration. If ~~the Department~~ DTD incurs costs to achieve satisfactory surface restoration, those costs will be deducted from the surety bond or cash deposit prior to release or refund of the remainder.

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

~~7.03.140 Traffic Control In Association with Utility Work~~

~~A. Required Safety Devices and Protections for the Public – During the installation, construction, relocation, repair, maintenance and removal of utilities connected with the permit, the Applicant/Owner shall at all times ensure the presence of such workers, tools and materials, flaggers, barricades and other safety devices as may be necessary to properly protect bicyclists/pedestrians, construction personnel and vehicular traffic upon the roadway, and to warn and safeguard the public against injury or damage resulting from the Applicant's/Owner's operations.~~

~~B. Protection of Work Area under MUTCD – During any construction or maintenance performed under the~~

permit, the work area shall be protected in accordance with the current M.U.T.C.D. or as amended by special provisions. The Applicant/Owner shall furnish necessary signs and flaggers unless otherwise specified in the permit.

C. Minimizing Interference and Interruption of Traffic – The Applicant/Owner shall conduct operations to minimize interference and interruption of traffic upon and along the impacted roadways. At no time shall the Applicant/Owner close a road without County Road Official review and approval. At no time shall the Applicant/Owner or its Contractor delay traffic for a period greater than twenty (20) minutes.

D. Special Conditions Relating to Traffic Issues – The County Road Official may require special conditions in connection with the handling of traffic. The Applicant/Owner shall comply with all special conditions. Those special conditions may include a requirement that a road be closed to ensure traffic safety.

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

7.03.150 Conformance with Regulations and Industry Codes

A. Construction Methods and Manner of Work – All work in connection with a permitted utility shall be done in a neat and workmanlike manner to conform to the specifics of this ordinance. Construction methods shall also comply with the applicable rules and regulations of other regulatory agencies. In the event that the regulatory agencies do not prescribe standards, the appropriate industry codes shall apply.

B. Applicability of Standards and Specifications – The permit, plans, sketches and supplementary documents shall describe and provide for the complete project. The intent of County specification, special provisions and standard drawings is to prescribe all details for construction of utility work which the Applicant/Owner or their Contractor will perform. If a conflict, error, omission, or lack of detailed description is discovered in the permit documents, then standards and specifications shall govern in the following order:

1. Special Provisions
2. Specific construction details contained in these regulations
3. Clackamas County Roadway Standards – Standard Drawings
4. APWA Standard Specifications
5. ODOT's Standard Specifications for Highway construction<u>combine</u>
6. Utility construction plans.

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

7.03.160 General Construction and Location Details for Utilities

A. Locating Existing Utilities – All existing utilities shall be located sufficiently ahead of trench excavation to allow for their protection or relocation. Potholing may be necessary to confirm their actual location. Practices and procedures for locating existing utilities shall adhere to all requirements of ORS Chapter 757 (Excavation Regulation).

B. Notification Required Before Commencing Construction – The Applicant/Owner or its Contractor shall give the County Road Official at least 48 hours advance notice before commencing construction of a utility for which a permit has been issued. In the event of an unanticipated schedule change, re-notification is required to apprise the County Road Official of the change.

C. Contents of Required Prints/Drawings/Sketches – Along with the permit application, the Applicant/Owner shall submit prints, or adequate drawings, or sketches, showing the detailed location of the proposed utility or operation described in the permit application. The drawings or sketches will also show the relative location of existing and planned road improvements, the right-of-way lines and existing utilities. Other details to be submitted with the application shall include:

1. When attachment to a road structure is involved, (i.e. a bridge or a box culvert), details of the attachment method and specifics of the dead load, support, spacing, size of pipe and attachment method shall be quantified and designed by a professional engineer registered in the State of Oregon. The attachment shall be designed to be structurally sufficient and compatible with the

affected road structure. The design of the attachment is subject to approval of the County Road Official or the County's consultant structural engineer.

2. When the proposed utility involves pressure pipe line the following additional details are required:
   a. Design pressure of pipe;
   b. Normal operating pressure;
   c. Maximum operating pressure.

D. Substantial Conformance with Prints/Drawings/Sketches Required – The Applicant's/Owner's completed utility shall be in substantial conformance with the drawings or sketches referred to in the above section, unless special permission is obtained from the Department to alter the design during installation.

E. Noise Control Requirements – Construction related noise should be kept to the lowest possible level. Such noise shall be within the hours and decibel level limits established in the County Noise Control Ordinance or other applicable local noise control ordinances.

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

7.03.170 Specific Construction Details for Utility Facilities

A. Specific Provisions to Prevent Nuisance and Hazard – In granting any permit, the County Road Official may attach other specific provisions when necessary to prevent damage to public property, or to prevent the operation from being conducted in a manner hazardous to life or property, or likely to create a nuisance. Such conditions may include, but shall not be limited to:
   1. Limitations on the season or time of the year in which the work may be performed;
   2. Restrictions as to the size and type of equipment;
   3. Designation of routes upon which materials may be transported;
   4. The place and manner of disposal of excavated materials;
   5. Requirements as to the abatement of dust, the cleaning of streets, the prevention of noise, and other results which are offensive or injurious to the neighborhood, the general public, or any portion thereof;
   6. Regulations as to the use of roadways as alternate routes to bypass construction delays in the course of the work;
   7. Limitations on the operation to protect the roadway from temperature related damage, i.e., delamination of oil Macadam surfaces or through freeze/thaw cycles;
   8. Mitigation of potential subsurface hydrologic flow along the utility or appurtenant trench;
   9. Additional asphalt area removal and replacement to ensure the smoothness or ride characteristic present in the former undisturbed asphalt surface.
      This provision would apply on arterial and collector classified roadways or where the affected roadway surface is newer than five years from the time of the last overlay, without regard to roadway classification.

B. Distance Below the Nearest Vertical Roadway Surface – All underground installations shall be buried a minimum of thirty (30) inches below the nearest vertical roadway surface, (i.e., from the bottom of ditch line). The respective plans must show the distance from the nearest vertical roadway surface to the top of the proposed buried cable, pipe line, or facility, unless written permission to vary from this section is first obtained in writing from the County Road Official.

C. Minimum Vertical Clearance – Aerial utilities crossing the roadway shall have a minimum vertical clearance of eighteen (18) feet from the lowest elevation above the nearest roadway surface.

D. Restoring Right-of-Way to Previous Condition after Work is Completed – All debris, refuse and waste of all kinds which accumulates upon the right-of-way in association with a permitted activity of the Applicant/Owner shall be removed immediately upon completion of the activity, and the right-of-way must be restored to its previous condition, or better, as determined by the County Road Official.

E. Restrictions on Use of the Plowing Method for Direct Burial of Cable – Unless special permission is first obtained from the County Road Official, direct burial of cable placed by the plowing method shall

be limited to areas behind the ditch line. Approval is subject to time and schedule restraints to allow for preferable soil moisture conditions, oil Macadam road surface temperatures, and other roadway characteristics. In all cases mechanical comparative efforts shall be applied to the entire disturbed portion of the right-of-way. Restoration of gravel shoulders and drainage ditches and the verification of the function of all drainage structures must be achieved prior to completion.

F. Warning Sign Requirements – Standard warning signs for buried power or communications cable, and for pipe lines carrying gas or flammable liquids, and all private utilities shall be placed at each crossing under the roadway, and at intervals along longitudinal installations as required by the current Public Utility Commissioner's Order and as specified by the County Road Official as follows:

1. Signs shall be placed as near the right-of-way line as is practical.
2. Notwithstanding subsection (1) above, signs for an installation within the roadway shall be placed behind the existing guardrail.

G. Location of Pedestals. Pedestals installed as part of a buried cable installation are to be located as far from the traveled portion of the roadway as is practical, and preferably one foot from the right-of-way line unless special permission is obtained from the County Road Official to locate elsewhere. All pedestals located within the right-of-way where maintenance operations occur, including routine mowing operations, shall be routinely maintained by the Applicant/Owner for vegetation control.

H. Materials Requirements – All material installed within the right-of-way shall be durable, designed for long service life expectancy, and relatively free of routine servicing and maintenance requirements.

I. Soil Loss and Erosion Control Measures – Soil loss and erosion control measures shall conform to the Clackamas County Department of Water Environment Services "Erosion Prevention and Sediment Control Plans," Technical Guidance Handbook.

J. Requirements When Utility is Within Nonconductive Chase or Casing – Placement of any utility within a nonconductive chase or casing shall be accompanied with excavation warning tapes and a location tracer wire placed immediately above the utility.

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

7.03.180 Requirements and Specifications for Controlled Density Fill

A. Circumstances Under Which Backfill with CDF is Required – All utility trenches shall be backfilled with CDF when:

1. Utility trenches are within the roadway of Arterial and Collector classified roadways; or
2. The affected roadway surface is newer than 5 years from the time of the last overlay, without regard to roadway classification; or
3. The County Road Official deems it necessary.

B. Applicable Specifications Dependent Upon Dimension of Trenches – Backfill materials meeting APWA Class "B" backfill specifications may be proposed, reviewed and approved for use when trenches exceed one of the following dimensions:

1. Wider than 4 feet (trench edge to trench edge);
2. 100 feet in length or longer; or
3. Greater than 10 feet in depth.

C. Potential for Exemption from CDF – Exemption from CDF may be considered if all of the following construction requirements are otherwise met:

1. Backfill materials meeting APWA Class "B" backfill specifications or its approved equal are used;
2. Not less than 97% relative maximum density (using AASHTO T-99) is achieved;
3. Compaction results are provided by a certified testing lab;
4. Perimeter excavation for manholes is 10'X10' or greater to allow for sufficient mechanical compaction of the backfill;
5. The surety repair time duration is extended an additional two years beyond the three years as specified in the subsequent section "Open Cut of Paved Roadway Surfaces".

D. Specifications for CDF – CDF shall be ordered from a batch plant to conform to the following

specifications:

1. Be excavatable and produce unconfined, compressive, 28-day strengths from 50 psi to a maximum of 150 psi.
2. Contain aggregate no larger than 3/4 inch, and for trenches less than 12 inches in width, the aggregate shall be no larger than 3/8 inch.
3. Slump shall be 6 to 8 inches to insure flowbility and will fill all voids without requiring compaction efforts.
4. The surface of fill shall reach a strength to withstand the process of paving without displacement or disruption within 48 hours, regardless of weather conditions, temperature or moisture content of the soil where placed. Additives such as calcium (1% or 2%), hot water and/or a pozzilith (water reducer) are acceptable means to achieve this set.
5. Copies of the CDF batch weights must be submitted to County Road Official for County records.

E. Protections Required for Trenches Backfilled with CDF. Trenches backfilled with CDF shall be protected in the following manner:

1. Sufficient weight and size steel plating or approved equal materials, capable of carrying a minimum of H-20 (HL-93 of the Roadway Standards - replace?) loading, shall be present at the work site prior to excavation and placed over the trench to protect the public. Plating shall be positively secured (steel pins or welded lugs) from movement and shall be ramped with cold mix asphalt to provide for all traffic.
2. Plates must extend beyond the trench wall a minimum of 1 foot on all sides.
3. Lighted barricades with "CONSTRUCTION AHEAD" and "BUMP" signs mounted on them shall be placed sufficiently ahead of, and adjacent to, plating to warn all traffic.
4. All plating and signs are to remain in place until permanent surface repair paving operations are underway.
5. A 24-hour phone number will be provided while plates are in the roadway.

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

7.03.190 Open Cuts of Paved Roadway Surfaces

A. Cables, Pipelines, and Other Conduits that Cross Under Roadways. A cable, pipeline, or conduit which crosses under the roadway, other roadway connections, or road approaches or driveways, shall either be tunneled, jacked, driven, or placed in a casing bored under the surface for that purpose in accordance with the following provisions:

1. All utility companies serving the work site vicinity shall be contacted to request line locate services.
2. Any utility conflicts shall be resolved before initiation of construction.
3. The Applicant/Owner will again be required to comply with ORS Chapter 757 (Excavation Regulation).
4. Should the Applicant/Owner and the owners of the existing utilities determine that exploration and pot holing is necessary, the disturbed roadway must be restored to County specifications.

B. Requirements for Open Cutting of Roadways. When requested, special permission may be granted and acknowledged on the permit to open cut the roadway. The following provisions shall be adhered to:

1. Immediately after the utility has been placed upon its prepared bedding in the trench and covered to meet the pipe zone specifications, the remaining trench section shall be backfield with materials approved or specified by the County Road Official. The backfill material shall be placed and compacted to an elevation compatible with subsequent surface repair. When approved and exempt from use of CDF, the roadway trench shall be backfilled using granular materials conforming to the following:
   a. Granular backfill materials in CDF exempt trenches shall meet APWA Class B backfill specifications, or its approved equal, from the pipe zone to the bottom of the asphalt concrete surface repair;the Clackamas County Roadway Standards.
   b. Separate, sequential, mechanical compaction efforts on all bedding, pipe zone, and

backfill materials shall produce a density in place of not less than 95% relative maximum density (using AASHTO T-99);

e. Trench backfill materials outside of the ditch line or the curb and sidewalk zone, but in the right-of-way, shall may meet either APWA Class A, B, C, or D backfill specificationsthe Clackamas County Roadway Standards unless otherwise noted in this chapter or in the permit's special provisions.

2. When trenching across more than one travel lane of the roadway, no more than one half (1/2) of the traveled portion is to be opened at any one time. The relevant installation shall be made, then the opened half shall be covered and secured with steel running plates or be completely back filled and compacted before opening the remaining half.

3. No closure of intersecting streets, roadways, driveway approaches or other access points will be permitted without review and approval by the County Road Official. Upon trenching, steel running plates or other satisfactory methods shall be used to maintain traffic.

4. No more than two hundred and fifty (250) feet of longitudinal trench along the roadway shall be open at one time and no trench shall be left open overnight.

5. All undermined pavements caused by trench excavation and cave-in, shall be removed immediately during construction.

6. Surface repairs shall conform to the following specifications:

a. Trenches in paved areas shall provide the typical "T" cut trench repair, not necessarily being centered over the utility;

b. Asphalt shall be saw cut with neat lines. The cut lines are to be a minimum 1 foot (12") beyond the trench edges to the depth of the first pavement lamination or at a depth sufficient to permit removal of pavement without damage to pavement that is to be left in place;

c. Removal of the pavement to the neat lines shall be by methods satisfactory to the County Road Official; use of a pavement mill (cold plane) and depth of asphalt removal may be prescribed in permit special provisions;

d. Pavement within the cutting limits, together with all other excavated material, shall be removed and disposed of outside the road right-of-way in proper dump sites;

e. If work results in an irregular trench width, or if incidental damage to the adjacent roadway surface occurs, another sawing and removal of the pavement shall be performed along a line approved by the County Road Official prior to the placement of the permanent surface repair;

f. Surface repairs to asphalt pavements shall conform to the current APWA Division 211 (Asphalt Concrete Pavement Specifications)Oregon Std specs;

g. Asphalt joints (seams) shall be sealed with hot liquid asphalt, (i.e. CRS-2 AR 4000 or its approved equal), and choked with sand.

h. Compacted asphalt concrete shall be a minimum of 4", or be equal to the thickness that was removed or four (4) inches, whichever is greater;

Asphalt concrete shall be placed in maximum 3" lifts; Asphalt concrete shall be placed in maximum 3" lifts (Rdwy std max 2 inches – 3 inches sometimes used in CIP and in utilities, change rdwy stds, see section **250.12 ASPHALTIC CONCRETE)** No single lift shall be less than 1-1/2 inches or greater than 2 inches in thickness without prior approval. In no case shall any lift be greater than three inches.

i.

j. APWA Division 211Oregon std specs will dictate paving machine specifications;

k. Where the roadway surface is Portland Cement Concrete, the following specifications shall apply:

i. The entire Portland Cement concrete panel must be removed between the nearest construction joint. If the trench excavation is within two feet of the nearest joint the abutting panel must be removed.

ii. Placement of the bedding material and approved granular backfill must be placed

~~and compacted to 95% compaction.~~

~~iii. Replacement of the Portland Cement concrete panel must equal the thickness and design strength of the concrete material removed, or be of a minimum 4,000 pound, 28 day strength design mix, whichever is stronger. The concrete must be placed in conformance with industry standards and protected against freezing. The texture of the concrete surface must be like the adjoining surfaces.~~

~~iv. The work area must be signed and protected to detour traffic away from the repair for seven (7) days following the placement of the concrete repair.~~

~~7. For a period of three (3) years following the initial completion of the installation and the surface repair, the Applicant's/Owner's bond shall remain in full force and effect, ensuring the condition of the roadway surface repairs. If earlier repairs become settled, cracked, broken or otherwise faulty, during this surety repair time duration, the County~~ Road Official ~~may request that the Applicant/Owner make subsequent repairs in order to comply with specifications. The Applicant/Owner shall comply with any such request.~~

~~8. The Applicant/Owner of the permitted utility shall be responsible indefinitely for settlement over the utility and structural failures in the right-of-way that the County~~ Road Official ~~deems attributable to the installation or occupancy of the utility.~~

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

7.03.200 Allocation of Costs Connected to Utility Placement

A. Costs Incurred Incident to Utility Placement or Continuing Operation – The a~~A~~pplicant/o~~O~~wner shall pay the entire cost of locating, constructing, installing, maintaining, repairing, operating, using or relocating and adjusting the utility. Any expense, whatsoever, which is incurred incident to the utilities or the operations authorized by the permit, shall also be paid by the a~~A~~pplicant/o~~O~~wner.

B. Expense Reimbursement to County – The a~~A~~pplicant/o~~O~~wner shall, in addition to Section 7.03.200.A ~~A of this section~~, reimburse the County for any reasonable and necessary expenses that the County may incur in connection with and related solely to the installation of the utility or conducting the operation authorized by permit. A detailed cost breakdown of County incurred expenses may be requested and obtained from the County, and payment shall be made within thirty (30) days after receipt of billing from the County. When the ~~County~~ Road Official deems it necessary to obtain an advance deposit, during the permit application and review process, the amount required shall be filed with ~~the Department~~DTD before the permit work is begun.

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

7.03.210 Protection of Survey Monuments in the Vicinity of Utilities

A. Location & Protection of Monuments as Responsibility of ~~Applicant/Owner~~applicant/owner – It shall be the responsibility of the ~~Applicant/Owner~~applicant/owner to determine the location of and to protect all survey monuments in the vicinity of a utility installation during the construction, operation and subsequent maintenance of the utility.

B. Removal, Disturbance or Destruction of Survey Monuments – Should it become necessary to remove, disturb or destroy any survey monument(s) of record in the course of the a~~A~~pplicant's/o~~O~~wner's operation, the ~~Applicant/Owner~~applicant/owner shall cause a registered professional land surveyor to preserve the monument(s) and shall do so in the manner described in ORS 209.140 ~~through~~ 209.150. The costs of referencing and replacing the survey monuments shall be paid by the ~~Applicant/Owner~~applicant/owner and shall be ensured by the p~~P~~erformance b~~B~~ond. Failure to comply with these terms may be prosecuted as stated in ORS 209.990.

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

7.03.220 Maintenance and Operation of Utilities

A. Required Upkeep of Utilities Authorized by Permit – The ~~Applicant/Owner~~applicant/owner shall at all times keep utilities authorized by the permit in a good state of repair to keep the roadway protected from damage and to protect the public from injury. If the County is notified of non-compliance with this provision, the County will respond by taking the corrective measures necessary to abate the hazard in accordance with ORS 368.~~.~~251 ~~-1 through~~ 368.281. The ~~Applicant/Owner~~applicant/owner will be advised of the circumstances as soon as practical. The County will also respond by requiring the ~~Applicant/Owner~~applicant/owner to undertake repairs or corrective action within six hours of advisement by the County when a defect endangers the public. Payment of all County costs shall be as stated in ~~the earlier section, "Allocation of Costs".~~Section 7.03.200.

B. Pre-Approval Required for Some Maintenance Work – Prior to operating or performing any maintenance work on a permitted utility which will interfere with or interrupt traffic upon or along the roadway, the ~~Applicant/Owner~~applicant/owner shall obtain prior approval from the ~~County~~ Road Official.

C. Removal of Abandoned Utilities – All abandoned utilities belonging to the ~~Applicant/Owner~~applicant/owner shall be removed from the right-of-way by the ~~Applicant/Owner~~applicant/owner, unless the ~~County~~ Road Official allows the utilities to remain by permit. No exemptions shall be made for aerial network. Should the County have to remove any such utilities, a bill will be presented to the ~~Applicant/Owner~~applicant/owner. Reimbursement of all County costs shall be as stated in the earlier section, "Allocation of Costs".

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

7.03.230 Removal, Relocation or Repair of Utilities

A. Response Time Required Upon County Notification of Need for Aid – If utilities are encountered in day-to-day County maintenance operations, the County shall notify the ~~Applicant/Owner~~applicant/owner, and the ~~Applicant/Owner~~applicant/owner shall respond as soon as practical, or no later than 24 hours from the time of notification, to aid in the maintenance efforts and further protect the utilities.

B. Interest in Right-of-Way ~~Supercedes~~Supersedes Interest in Utility – Permits are issued by the County pursuant to ~~s~~State law, which authorizes the County to require the ~~Applicant/Owner~~applicant/owner to remove, relocate or repair a permitted utility at the sole cost of the ~~Applicant/Owner~~applicant/owner at any time subsequent to initial installation. If the ~~County~~ Road Official determines that the presence of the utility is detrimental to the right-of-way itself, or to the proper repair, maintenance or reconstruction of the right-of-way, the ~~County~~ Road Official may give written notice of the concern, and require the ~~Applicant/Owner~~applicant/owner to remove, relocate or repair the utility.

C. Required Accommodations for Capital Improvements – In the case of a roadway capital improvement, the following will apply:

1. Upon receipt of written notice as stated in Section 7.03.230(B), the ~~a~~Applicant/ ~~o~~Owner shall, within 30 days or within the time frame contained in the notice, respond with a time estimate for accomplishing the required action.
2. After the ~~Applicant/Owner~~applicant/owner has provided an estimated time requirement for removal, relocation or repair of the relevant utility, the ~~County~~ Road Official may schedule a pre-construction meeting to coordinate the requested activity with the ~~Applicant/Owner~~applicant/owner, County personnel, and affected ~~c~~Contractors.
3. In a second written notice, the ~~County~~ Road Official shall direct the ~~Applicant/Owner~~applicant/owner to complete the removal, relocation or repair of the utility, within a specified time frame and consistent with a coordination plan. The time frame outlined in this notice shall take into consideration the ~~a~~Applicant's/~~o~~Owner's estimated time requirements. The costs of removal, relocation, or repair shall be paid by the ~~Applicant/Owner~~applicant/owner as set out in the second notice and instructions received from the ~~County~~ Road Official.
4. Before commencing removal, relocation or repair, the ~~Applicant/Owner~~applicant/owner shall

furnish insurance in the manner provided for in Section 7.03.130.

5. Should the ~~Applicant/Owner~~applicant/owner fail to remove, relocate or repair the utility as provided in this section, the ~~County~~ Road Official may remove, relocate or repair it by any means, and submit a statement of total costs for this work to the ~~Applicant/Owner~~applicant/owner. Upon receiving the cost statement, the ~~Applicant/Owner~~applicant/owner will reimburse the County in full, either:
   a. Immediately; or
   b. Within a period of time agreed on by the ~~Applicant/Owner~~applicant/owner and the ~~County~~ Road Official.

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

7.03.240 General Requirements for Road Entry Permits

~~A.~~ ~~When a~~ Road Entry Permit ~~is~~ Required.

~~A.~~ ~~—~~An entry permit is required:

1. For any new construction which requires a building permit;
2. For any new entry constructed onto a public, County or local access road;
3. For any change of occupancy (as defined under the Uniform Building Code);
4. For any driveway entry or approach road onto a public, County or local accesses road which, in the opinion of the ~~County~~ Road Official or designee ~~agent~~, affects traffic of any kind, including vehicular and pedestrian traffic.

B. Exceptions to the Requirement for a Road Entry Permit – Road ~~e~~Entry ~~p~~Permit standards shall not apply to single family residential replacements, single family residential remodels, additions to existing single family dwellings, or construction of accessory structures to single family dwellings, unless the driveway entry must be rebuilt or relocated, or a "~~d~~Development ~~an encroachment p~~Permit" is required by the ~~County~~ Road Official or designee per the County Roadway Standards.~~agent.~~

C. Prior Status of Road Entrances Preserved – Any lawfully constructed approach road, structure, culvert, ditch, or other facility, thing or appurtenance lawfully placed or constructed upon the right-of-way prior to the adoption of this chapter shall be maintained by the occupant of the property being served and may remain in place unless it is determined by the ~~County~~ Road Official that a traffic or pedestrian hazard is created by this facility, thing, or appurtenance. That facility, thing, or appurtenance deemed in need of removal, repair, or maintenance shall be corrected to the satisfaction of the ~~County~~ Road Official.

~~C.~~ The applicant shall comply with the requirements of the Clackamas County Roadway Standards with regard to the permitting, design and construction of road entries.

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

~~7.03.250 Standards: Residential Entrances onto Public Roads and Non-Curbed County & Local Access Roads~~

~~A. When Standards Apply to Residential Entrances onto Roads—~~

~~1. The standards contained in Section 7.03.250 shall apply to new construction of single family residential entries onto public roads, unpaved County and Local Access Roads, and paved, non-curbed County and Local Access Roads. These standards do not apply to remodels or additions to existing structures, unless the driveway entry must be rebuilt or relocated or an entry permit is required by the County~~ Road Official ~~or agent.~~

~~2. In addition to the requirements herein stated, entries shall also comply with applicable building code and County zoning and development ordinances.~~

~~B. Drainage Requirements for Residential Entrances onto Public Roads and Non-Curbed County and Local Access Roads—~~

~~1. All driveways shall have culverts for proper road drainage, unless the County~~ Road Official ~~or his agent determines that they are not required. Culvert capacity is a primary concern; therefore 12 inch inside diameter storm sewer culvert is the minimum allowable size. Under the following~~

circumstances, a larger inside diameter is called for, and the permit applicant must determine and use the correct capacity:

a. When the existing storm sewer culverts above and below the proposed driveway entry are of larger diameter than 12 inch;

b. When there is evidence that severe erosion has occurred in the roadside ditch;

c. When there is other evidence to show that a larger diameter would be appropriate.

2. Bedding requirements for concrete and metal culvert pipe shall never be below the Class C Bedding Specification contained in the APWconstructed per the A Standard Specification for Public Works Construction ManualClackamas County Roadway Standards.

3. Storm sewer culvert shall have enough aggregate and/or pavement cover to support HS-25 (Rdwy stds?) highway loading as per Standard Drawing D-250 of the the Clackamas County Roadway Standards handbook.

4. Notwithstanding the requirements of this subsection, Oregon Revised Statutes 368.251 to 368.281 shall govern storm sewer culverts and the accompanying entry structure.

C. Valley Gutters Required with Driveways. All driveways should have a valley gutter to direct storm runoff into the road ditch line. Valley gutter requirements for residential entrances are identified in the Clackamas County Roadway Standards. handbook as follows:

1. On Standard Drawing D-400 for public roads and unpaved County and local access roads;

2. On Standard Drawing D-500 for paved non-curbed County and local access roads.

Driveways shall not be constructed to allow water to flow onto the travel surface of a roadway or in front of mailboxes.

D. Special Requirements for Steep Driveways. Steep uphill driveways having greater than a ten percent grade shall be constructed with diagonal water bars (Berms) to assure that water from uphill properties is directed into the ditch line. In drainage situations which will not be remedied by valley gutters or water bars, it is the responsibility of the owner to construct ditches, etc., to prevent damage to the roadway or danger to the traveling public. Valley gutter and water bar construction for entrances onto roads shall comply with the following standards in the Clackamas County Roadway Standards. handbook:

1. Standard Drawings D-400 and D-700 for public roads and unpaved County and local access roads;

2. Standard Drawing D-500 for paved, non-curbed County and Local Access Roads.

E. Maintenance of Driveway Entrances. The maintenance of driveway entries within the right-of-ways, including culverts, aggregate, and driving surface, shall be the responsibility of the property owner being served by the entry. Maintenance must be performed so that the entry complies with the safety and function requirements of Sections 7.01.240-7.01.250 of this chapter, to prevent hazards to the public.

F. Improvement Specifications for Residential Entrances to Paved County and Local Access Roads. All driveways to paved County and local access roads shall be improved with Portland Cement concrete or "hot" asphaltic concrete a minimum of twenty (20) feet from the improved paved or oil mat surface of a County or local access road. Aggregate base, preparation, Portland Cement concrete and asphaltic concrete specifications shall comply with the Oregon std specsAPWA Standard Specifications for Public Works Construction Manual, Section 212-215. A sand and oil sealant shall be applied at the joint between the improved driveway entry and the existing paved or oils mat surface of the County road as per Standard Drawing D-500 of the Clackamas County Roadway Standards handbook.

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

7.03.260 Standards: Residential Entrances onto Paved and Curbed County & Local Access Roads

A. When Standards Set Out in this Section Apply:

1. The standards contained in Section 7.03.260 shall apply to new construction of single-family residential entries onto paved and curbed County or local access roads. These standards do not apply to remodels or additions to existing structures, unless the driveway entry must be rebuilt or relocated or an entry permit is required by the County Road Official or agent.

2. In addition to the requirements stated herein, entries must also comply with applicable building code and County zoning and development ordinances.

B. Drainage Requirements for Entrances onto Paved and Curbed County and Local Access Roads—

1. Culvert installations are generally not required of owners of single-family residences on paved and curbed County or local access roads, because such properties generally lie within legally platted subdivisions with pre-existing drainage systems adequate to control surface runoff. If, however, the County Road Official or his agent determines that it is necessary to install entry culverts to control surface runoff, then the remainder of this Section will apply to these properties.

2. Culvert capacity is of primary concern; therefore 12-inch inside diameter storm sewer culvert is the minimum allowable size. Under the following circumstances a larger inside diameter is called for, and the permit applicant must determine and use the correct capacity:

a. When the existing storm sewer culverts above and below the proposed driveway entry are of larger diameter than 12-inch;

b. When there is evidence that severe erosion has occurred in the roadside ditch;

c. When there is other evidence to show that a larger diameter would be appropriate.

3. Bedding requirements for concrete and metal culvert pipe shall never be belowmeet the Class C Bedding Specification contained in the APWA Standard Specifications for Public Works Construction Manual, Section 305Clackamas County Roadway Standards.

4. Storm sewer culvert shall have enough aggregate and/or pavement cover to support HS-25 (Rdwy stds?) highway loading as per Standard Drawing D-250 of the Clackamas County Roadway Standards handbook.

5. Notwithstanding the requirements of this subsection, Oregon Revised Statutes 368.251 to 368.281 shall govern storm sewer culverts and the accompanying entry structure.

C. Apron Requirements for Residential Driveways with Curbs—Residential driveway aprons in designated urban areas where curbs are present or are required as part of the development shall be constructed of Portland Cement Cconcrete in conformance with Standard Drawings D-600 of the Clackamas County Roadway Standards. handbook as primary source or the APWA Standard Specifications for Public Works Construction Manual, Section 214, as a secondary source for specifications.

D. Special Requirements for Steep Driveways—Steep uphill driveways having greater than a ten percent grade shall be constructed with diagonal water bars (Berms) to assure that water from uphill properties is directed into the ditch line. In drainage situations which will not be remedied by valley gutters or water bars, it is the responsibility of the owner to construct ditches, etc., to prevent damage to the roadway or danger to the traveling public. Valley gutter and water bar construction shall comply with Standard Drawing D-700 of the Clackamas County Roadway Standards handbook.

E. Maintenance of Driveway Entrances—The maintenance of driveway entries within County or local access road right-of-ways, including culverts, sidewalks, curbs, aggregate, and driving surface, shall be the responsibility of the property owner being served by the entry, as required under ORS 368.910. Maintenance shall be performed so that the entry complies with the safety and function requirements of Sections 7.03.240-7.03.260 of this chapter, to prevent hazards to the public.

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

7.03.270 Standards for Commercial and Industrial Entrances onto Roads

A. When Standards Apply to Commercial and Industrial Road Entrances—The standards contained in Section 7.03.270 shall apply to new construction, changes of occupancy (as defined by the Uniform Building Code), or to remodels or additions to existing commercial or industrial structures, where the driveway entry must be rebuilt or relocated. Under this Section, an entry permit shall be the "DevelopmentStreet Construction and Encroachment Permit" issued by the County Road Official or agentissued per the Clackamas County Roadway Standards, and shall be secured prior to construction.

B. Requirements for Entry, Road Frontage and Off-Site Improvements—In accordance with Sections 1007.03, 1007.04 and 1007.05 (current?) of the Clackamas County Zoning and Development

Ordinance, entry and road frontage improvements will be required, as will off-site improvements if they are necessary. A dedication of land for road purposes may also be required for these improvements, the details of which shall be coordinated with the permit process.

C. Applicability of Clackamas County Roadway Standards handbook – Application and issuance of a Street Construction and Encroachment Permit shall follow the outline established in Appendix A of the above referenced Clackamas County Roadway Standards handbook.

D. Performance Surety Requirement – Pursuant to Section 1104 of the Clackamas County Zoning and Development Ordinance, a performance surety is required as a pre-requisite to entry and street improvements. Performance surety cost estimates are based on work or development permitted by the County Road Official with the surety consisting of a Performance Bond, assignment of savings, cash bond, or combination thereof. The surety shall be posted with the County Road Official or agent prior to the issuance of an entry permit.

E. Planning and Approval of Roadway Improvements Associated with Commercial or Industrial Road Entrances –

1. Need for Engineering Plans – To ensure that roadway improvements are implemented consistent with Section 7.03.240, and the purpose and scope of this chapter, commercial and industrial developers shall generate engineering plans stamped by a civil engineer licensed in the State of Oregon. These plans shall provide sufficient detail so as to allow the County Road Official or designated agent to determine whether the proposed development complies with established Clackamas County conditions of approval. Engineering drawings shall incorporate the design criteria set out in the Standard Drawings of the Clackamas County Roadway Standards handbook.

2. Need for Written Waiver if No Engineering Plans are Necessary – In developments having such a minor impact on both adjacent properties and the public that stamped plans are unnecessary, the developer shall obtain a written waiver of the engineer's stamp requirement from the County Road Official or agent. Upon plan approval by the County Road Official or agent, necessary construction staking shall be accomplished by the permittee under the supervision of the permittee's design engineer. The permittee shall advise the County Road Official or agent at appropriate intervals throughout construction of the permitted work so the County Road Official or his agent may make qualitative control inspections.

F. Drainage Requirements for Commercial and Industrial Road Entrances – All commercial and industrial entries shall have concrete culverts for proper road drainage, unless the County Road Official or his agent determines that they are not required. Culvert capacity is of primary concern; therefore 12 inch inside diameter storm sewer culvert is the minimum allowable size. The Road Official or agent may prescribe the appropriate diameter pursuant to adopted drainage master plans or may demand that the responsible civil engineer produce drainage calculations to provide sufficient data for culvert sizing.

G. Apron Requirements for Commercial and Industrial Road Entrances – Commercial driveway aprons that are required as part of the development shall be constructed of Portland Cement concrete in compliance with Standard Drawings D-300 or D-600 (anytime reference to Roadway Standards, get rid of it – search through and delete)of the Clackamas County Roadway Standards handbook.

H. Maintenance of Commercial and Industrial Road Entrances – Under ORS 368.910 (check all ORS and OAR references – Bill will do it 11/7/11), the property owner served by the entrance shall maintain all improvements between the curb and the road right-of-way line which lie along the property frontage of the property, including driveway entries, curbs, sidewalks within public, local access or County road rights-of-way, culverts, aggregate, and driving surface. The maintenance shall be performed so that the entry complies with the safety and function requirements in Sections 7.03.240-7.03.250 of this chapter so as to prevent hazards to the public.

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

7.03.280 Entrance Standards for Agricultural Purposes

A. When Standards Apply to Agricultural Entrances onto Roads – The standards contained in Section

7.03.280 shall apply to all agricultural entries (as defined by the Uniform Building Code and the Clackamas County Zoning and Development Ordinance) onto paved and unpaved public, local access and County roads.

B. Drainage Requirements for Agricultural Entrances onto Roads:

1. All agricultural entries shall have culverts for proper road drainage, unless the County Road Official or his agent determines that they are not required. Culvert capacity is a primary concern; therefore 12-inch inside diameter storm sewer culvert is the minimum allowable size. Under the following circumstances, a larger inside diameter is called for, and the permit applicant must determine and use the correct capacity:

a. When the existing storm sewer culverts above and below the proposed driveway entry are of larger diameter than 12-inch;

b. When there is evidence that severe erosion has occurred in the roadside ditch;

c. When there is other evidence to show that a larger diameter would be appropriate.

2. Bedding requirements for concrete and metal culvert pipe shall never be below the Class C Bedding Specification contained in the APWA Standard Specification for Public Works Construction Manual.conform to the Clackamas County Roadway Standards.

3. Storm sewer culvert shall have enough aggregate and/or pavement cover to support HS-25 (rdwy stds? Deana will check all HS references) highway loading as per Standard Drawing D-250 of per the Clackamas County Roadway Standards handbook.

4. Notwithstanding the requirements of this subsection, Oregon Revised Statutes 368.251 to 368.281 shall govern storm sewer culverts and the accompanying entry structure.

C. Valley Gutters Required with Entrances. All entries should have a valley gutter to direct storm runoff into the road ditch line. Valley gutter requirements are identified on Standard Drawing D-400 of in the Clackamas County Roadway Standards handbook. Entries shall not be constructed to allow water to flow onto the travel surface of a roadway or in front of mailboxes.

D. Special Requirements for Steep Entrances. Steep uphill entries having greater than a ten percent grade shall be constructed with diagonal water bars (Berms) to assure that water from uphill properties is directed into the ditch line. In drainage situations which will not be remedied by valley gutters or water bars, it is the responsibility of the owner to construct ditches, etc., to prevent damage to the roadway or danger to the traveling public. Valley gutter and water bar construction shall comply with Standard Drawings D-400 and D-700 of the Clackamas County Roadway Standards handbook.

E. Maintenance of Entrances. The maintenance of entries within the road right-of-ways, including culverts, aggregate, and driving surface, shall be the responsibility of the property owner being served by the entry. Maintenance shall be performed so that the entry complies with the safety and function requirements of Sections 7.03.240-7.03.250 of this chapter, to prevent hazards to the public. If in the opinion of the County Road Official, the entry becomes a hazard to the traveling public or a maintenance problem, then additional improvements may be required, and must be paid for by the property owner being served by the entry.

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

7.03.290 Entrance Standards for Logging Purposes

A. When Standards Apply to Logging Entrances onto Roads. The standards contained in Section 7.03.290 shall apply to all logging entries onto paved and unpaved public, local access and County roads constructed for the purpose of growing and harvesting timber and other forest products.

B. Drainage Requirements for Logging Entrances onto Roads.

1. All logging entries shall have culverts for proper road drainage, unless the County Road Official or his agent determines that they are not required. Culvert capacity is a primary concern; therefore 12-inch inside diameter storm sewer culvert is the minimum allowable size. Under the following circumstances, a larger inside diameter is called for, and the permit applicant must determine and use the correct capacity:

a. When the existing storm sewer culverts above and below the proposed driveway entry are

of larger diameter than 12-inch;

b. When it appears that severe erosion has occurred in the roadside ditch;

c. When it appears that a larger diameter would be appropriate.

2. Bedding requirements for concrete and metal culvert pipe shall never be below the Class C Bedding Specification contained in the APWA Standard Specification for Public Works Construction Manual.conform to the Clackamas County Roadway Standards.

3. Storm sewer culvert shall have enough aggregate and/or pavement cover to support HS-25 (rdwy stds?)highway loading per the as per Standard Drawing D-250 of the Clackamas County Roadway Standards handbook.

4. Notwithstanding the requirements of this subsection, Oregon Revised Statutes 368.251 to 368.281 shall govern storm sewer culverts and the accompanying entry structure.

C. Valley Gutters Required with Logging Entrances. All entries should have a valley gutter to direct storm runoff into the road ditch line. Valley gutter requirements are identified in on Standard Drawing D-400 of the Clackamas County Roadway Standards handbook. Entries shall not be constructed to allow water to flow onto the travel surface of a roadway or in front of mailboxes.

D. Special Requirements for Steep Logging Entrances. Steep uphill entries having greater than a ten percent grade shall be constructed with diagonal water bars (berms) to assure that water from uphill properties is directed into the ditch line. In drainage situations which will not be remedied by valley gutters or water bars, it is the responsibility of the owner to construct ditches, etc., to prevent damage to the roadway or danger to the traveling public. Valley gutter and water bar construction shall comply with Standard Drawings D-400 and D-700 of the Clackamas County Roadway Standardss handbook.

E. Maintenance of Logging Entrances. The maintenance of entries within the road right-of-ways, including culverts, aggregate, and driving surface, shall be the responsibility of the property owner being served by the entry, or by the permit applicant, when appropriate. Maintenance shall be performed so that the entry complies with the safety and function requirements of Sections 7.03.240-7.03.250 of this chapter, to prevent hazards to the public.

F. Temporary Access Logging Entrances. All logging entries that are for temporary access to property adjoining the public, local access or County road shall comply with this Section. In addition, the permittee shall remove the entry culvert and gravel entry surface when logging is completed. The road ditch shall be returned to a condition at least as serviceable as it was when logging was commenced.

G. Permanent Access Logging Entrances. All logging entries that are for permanent access to property adjoining the public, local access or County road shall comply with this Section and with Section 7.03.250 E when the road accessing the logging property is paved road.

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

4

CLACKAMAS COUNTY

Dog Services
13141 SE Hwy 212, Clackamas, OR 97015

July 12, 2012

Board of County Commissioners
Clackamas County

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

Members of the Board:

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

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

1) **Add requirement that a person must be at least 18 years of age in order to purchase a dog license.**
Enforcement of the code becomes increasingly difficult when individuals under the age of 18 are involved. Therefore staff recommends only individuals above the age of majority should be allowed to license a dog so that staff can better ensure compliance with licensing renewal, minimum care standards, and nuisance situations.

2) **Add requirement that all dogs must be licensed by no later than six months of age or when they have their permanent canine teeth, whichever comes first.**
This addition conforms Code language to that of State Statute.

3) **Repeal the limitation on the number of dogs that can be owned on a particular property.**
Dog Services has found it to be more effective, a more efficient use of limited resources, and more meaningful, to focus on individuals' ability to provide for dogs in compliance with minimum care standards, rather than simply focusing on the number of dogs owned.

4) **Clarify that an error in transcribing information into a citation that is, in the judgment of the Hearings Office, non-prejudicial shall not be grounds for setting aside the citation.**

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

5) **Repeal language relating to penalties for continuous annoyance as the continuous annoyance section of the code was previously repealed in 2010.**
Title 5 Animal Code was amended in 2010 to eliminate continuous annoyance as a violation. This action is to repeal the related penalty language that was inadvertently left in the code despite the repeal of the underlying violation.

6) **Add a requirement that all veterinarians doing business in Clackamas County report to Dog Services within 30 days all rabies vaccinations administered to dogs along with information regarding purchase of a dog license.**
All dogs in Oregon are required by State statute to have a current rabies vaccination administered by a licensed veterinarian. All dogs over the age of six months and/or dogs with permanent canine teeth are required to have a dog license. Requiring veterinarians to provide this information to Dog Services enables us to be more efficient and effective in the enforcement of dog licensing. This information is also valuable in emergencies and in determining the vaccination status of impounded dogs with identification.

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

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

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

The Board of Commissioners reviewed the proposed amendments at a study session held April 24, 2012.

Recommendation

Staff recommends the Board read the attached ordinance by title only and schedule a second reading for July 26, 2012.

Respectfully submitted,

Diana Hallmark
Manager, Clackamas County Dog Services

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

TITLE 5

ANIMALS

Summary

5.01 DOG LICENSING & SERVICES 1

TITLE 5

ANIMALS

5.01 DOG LICENSING & SERVICES..... 1

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Chapter 5.01

5.01 DOG LICENSING & SERVICES

5.01.010 Enactment; Authority

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

5.01.020 Definitions; Exclusions; Fines and Fees

A. Definitions. Terms used but not defined shall have their plain meaning.

1. BITE, BITING, BITTEN means the breaking of the skin of a person, domestic animal, or livestock by the teeth of a dog.
2. CONDITIONAL RELEASE means a security or non-security release of an impounded dog which imposes regulations and conditions on the activities and keeping of a dog pending final disposition of a violation of this chapter, including appeal.
3. COSTS mean any monetary assessment, other than fines and fees ordered by a Hearings Officer including, but not limited to, costs for veterinarian care, restitution, prosecution expenses and attorney fees.
4. DANGEROUS DOG means any dog that menaces, bites, injures or kills a person, domestic animal, or livestock.
5. DOG means the common dog (*Canis familiaris*) and any animal claimed by its owner to be a wolf-hybrid unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.
6. DOG AT LARGE means a dog that is off or outside the dog owner's property and not under the immediate control of a person.
7. DOG OWNER means the following, however any presumption of ownership raised in this section may be rebutted by proof to the contrary:
   a. Any person in whose name a dog license has been issued;
   b. Any person who has a possessory property right in a dog;
   c. In a family situation the adult head(s) of household shall be jointly and severally presumed to be the owner(s);
   d. Any person who without regard to any ownership interest, shelters a dog or who has a dog in that person's care, possession, custody or control, or who knowingly permits a dog to remain on property occupied by that person for more than 30 days shall be presumed to be the owner.
8. DOG SERVICES means Clackamas County Dog Services.

9. DOG SERVICES OFFICER means a person employed by or contracting with Clackamas County who is authorized to investigate violations and issue citations as provided in this chapter.
10. DOMESTIC ANIMAL has the meaning provided in ORS 167.310.
11. EUTHANASIA means the putting of a dog to death in any humane manner permitted under ORS 609.405.
12. EXPENSES mean expenditures incurred by Dog Services during impoundment, keeping and disposition of a dog.
13. HEARINGS OFFICER means any authority appointed by the Board of County Commissioners to hear and determine violations of this chapter.
14. IMPOUND means taking physical or constructive custody of a dog. A dog shall be considered impounded from the time Dog Services staff or a peace officer takes physical custody of the dog or serves an owner with a Notice of Impound and Conditional Release in accordance with this chapter.
15. LIVESTOCK has the meaning provided in ORS 609.125.
16. MANAGER means the Clackamas County Dog Services Manager or his/her designee.
17. MENACE means lunging, growling, snarling, chasing, attacking, or other behavior by a dog that would cause a reasonable person to fear for the person's safety, the safety of another person or the safety of a domestic animal or livestock.
18. MINIMUM CARE means but is not limited to, sufficient food to maintain the dog's health; access to potable water that is not snow or ice; access to an enclosed structure sufficient to protect the dog; continuous access to an area that is kept clean and has adequate space and ventilation with suitable temperature; and veterinary care to relieve distress from injury, neglect or disease.
19. MULTIPLE DWELLING means any building or portion thereof that is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of two or more families living independently of each other in separate units.
20. PEACE OFFICER has the meaning provided in ORS 161.015.
21. PHYSICAL INJURY has the meaning provided in ORS 167.310.
22. SECURE ENCLOSURE means any of the following:
    a. A fully fenced pen, kennel or structure that is in compliance with applicable County codes, that will remain locked with a padlock or combination lock, and which has secure sides at least five feet high. The County may also require that the structure have a secure top and/or floor that are attached to the sides, or require that the sides be embedded in the ground no less than one foot; or
    b. A house or garage that has latched doors kept in good repair to prevent the escape of the dog. A house, garage, patio, porch or any part of the house is not a secure enclosure if the structure would allow the dog to exit the structure of its own will; or
    c. For a dangerous dog, a fully fenced pen, kennel or structure at least six feet in height that is either anchored beneath the ground or is in concrete and which prevents the dog from digging under it. The enclosure must be of a design that prevents entry of children or unauthorized persons and also prevents those persons from extending an arm or leg inside the enclosure. The enclosure must remain locked with a padlock or

combination lock when occupied by the dog. A County approved sign must remain posted at all entry points of the dog owner's property that informs both children and adults that the dog is dangerous.

23. VIOLATION means any violation of this chapter for which a fine, condition or restriction or other sanction may be imposed.

24. WOLF-HYBRID means an animal that is either the result of cross breeding a purebred wolf and a dog, or an existing wolf-hybrid with a dog, or any dog declared by its owner to be a wolf-hybrid. A wolf-hybrid will be considered a dog under this chapter unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.

B. Exclusions.

This chapter does not regulate veterinarians, kennel operators or pet shop owners who for a period of not more than 90 days maintain on their property dogs owned by other persons.

C. Fines and Fees

All fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.

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

5.01.030 Licensing; Vaccinations

A. License.

1. Individual Dog License.

a. A person must be at least 18 years old to obtain a license for a dog.

b. Every dog owner shall license a dog by the time the dog has a set of permanent canine teeth or is six months old, whichever comes first. ~~within thirty (30) days of the animal obtaining the age of six months~~ or within thirty (30) days of acquiring the dog, ~~whichever occurs later~~.

bc. A dog owner who has moved to Clackamas County and who does not have a current dog license from another Oregon city or county, shall obtain a dog license within thirty (30) days of moving into Clackamas County unless the dog has not yet reached six months of age. A dog with a current dog license from another city or county shall not require licensing under this chapter until expiration of the current license, if within thirty (30) days of moving into Clackamas County the owner notifies Dog Services of the dog's description, license number and city or county of issuance, and Clackamas County address.

2. Multiple Dog license.

a. Qualification; Application; Inspection. When an owner has more than one dog the owner may obtain or renew a multiple dog license after submission of a qualifying Multiple Dog License Application and after a County inspection of the applicant's premises to determine that minimum care standards exist.

b. Denial of a Multiple Dog License. An owner may appeal the denial of a multiple dog license to a Hearings Officer by delivering a written request to Dog Services within seven (7) days of the mailing date of the written notice denying the license. A hearing will follow the same procedures set

forth in this chapter for a hearing on a violation except that the burden of proof will be on the owner to prove that the denial was improper.

c. Land Use Approval. Issuance of a Multiple Dog License does not constitute approval of a particular land use or indicate compliance with any zoning or land use planning restrictions that may apply. Applicant may be required to demonstrate compliance with city or county zoning or land use planning restrictions prior to issuance.

B. Rabies Vaccination

1. Individual or multiple dog licenses will not be issued without evidence of one of the following for each dog to be licensed:
   a. A rabies vaccination certificate issued by a licensed veterinarian that is valid for the license period; or,
   b. A written statement signed by a licensed veterinarian stating that for medical reasons the rabies vaccination cannot be administered to the dog.
2. A dog that does not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license, shall be apprehended and impounded at the owner's expense.
3. A veterinarian performing a rabies vaccination of any dog must transmit a copy of the vaccination certificate or written documentation that includes information contained on the certificate to Dog Services within 30 days of the vaccination. In the alternative, a veterinarian may issue a dog license in accordance with the rules adopted by this Chapter, and submit proof of license to Dog Services within 30 days of the vaccination.

C. License Term; Renewal; Fine

1. A license will be valid for one, two or three years from the date of issuance at the option of the dog owner and requires a rabies vaccination certificate for the licensing period.
2. Renewal of a license shall not be due until the last day of the month in which the license expires. If a person fails to renew a license prior to its expiration date, a fine may be assessed at the time the license is renewed.

D. Identification tags.

1. At the time an individual dog license is issued, the County will issue a free identification tag that is to be fastened to a collar or harness and kept on the dog at all times when the dog is not in the immediate possession of the owner.
2. When a multiple dog license is issued, the owner may obtain identification tags upon payment of a fee.
3. If a dog license tag is lost, the owner may obtain a duplicate tag from Dog Services upon payment of a fee.

E. License Fees Exemptions.

1. No license fee will be required for the following:
   a. Any dog that meets the definition of an "assistance animal" as defined in ORS 346.680, provided that the license applicant has filed a statement with Dog Services indicating that the dog is an "assistance animal" for a person who has a physical impairment in one or more of their daily life activities and resides in the applicant's household.
   b. Any dog in training to be an "assistance animal" as defined in ORS 346.680, in affiliation with a recognized organization for the training or

placement of assistance animals, provided the trainer files a statement with Dog Services verifying that the dog is an assistance animal.

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

5.01.040 Control of Dogs

~~A. Number of Dogs Permitted on Premises.~~

~~1. Unless an exemption applies as provided in this chapter, the number of dogs shall not exceed:~~

~~a. More than 5 dogs in a unit of a multiple dwelling;~~

~~b. More than 5 dogs on premises less than or equal to one acre;~~

~~c. More than 10 dogs on premises larger than one acre but smaller than five acres;~~

~~d. More than 25 dogs on premises 5 acres or larger.~~

~~2. Exemption. This provision does not apply to:~~

~~a. Dogs not required to be licensed by this Chapter; or~~

~~b. A litter of puppies together with a mother; until the litter reaches six months of age the mother and puppies will count as one dog.~~

~~c. An owner that exceeds the number of dogs permitted, but has licensed all dogs on the premises prior to July 1, 2004 and thereafter has to date kept each qualified license in good standing by timely renewing each license in accordance with the provisions of this chapter.~~

~~B.~~A. Duties of Owners. For the purposes of this chapter a dog owner is responsible for the behavior of the dog regardless of whether the owner or another person allowed the dog to engage in the behavior that is the subject of the violation.

~~C.~~B. Violations.

1. It is unlawful to permit a dog to be a public nuisance. A dog is a public nuisance if it:
   a. Menaces, bites, injures or kills a person, domestic animal, or livestock. It is a defense to this section if the dog engages in such behavior as a result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property;
   b. Is a dog at large. It is a defense to this section that the dog was a working dog wearing a locating device and temporarily separated from the person in control of the dog;
   c. Chases a vehicle while off the dog owner's property;
   d. Damages or destroys property of another person while off the dog owner's property;
   e. Scatters garbage while off the dog owner's property;
   f. Is a female in heat (estrus) and is a dog at large.
2. It is unlawful to fail to comply with the requirements of this chapter that apply to keeping a dangerous dog.
3. It is unlawful to permit any dog to leave the confines of any prescribed quarantine area, and/or fail to comply with any other condition of quarantine.
4. It is unlawful to interfere with an identified County employee or peace officer who is enforcing any provision of this chapter by intentionally acting in any

manner that prevents, or attempts to prevent a County employee or peace officer from performing their lawful duties.

5. It is unlawful to knowingly provide false information to a County employee or peace officer enforcing any provision of this chapter.
6. It is unlawful to permit a dog to be confined within a motor vehicle at any location under such conditions as may endanger the health or well-being of the dog, including but not limited to dangerous temperature, lack of food, water or attention.
7. It is unlawful to permit a dog to be unrestrained in an open portion of a vehicle.
8. It is unlawful to fail to reclaim an impounded dog.
9. It is unlawful to fail to comply with any fine, fee, cost, expense, condition or restriction or other order imposed by a Hearings Officer under this chapter.
10. It is unlawful to fail to surrender a dog for apprehension to the County when required by this chapter.
11. It is unlawful to fail to license a dog or renew a license as required by this chapter.
12. It is unlawful for an owner to fail to immediately notify Dog Services when the owner's dog has bitten a person, domestic animal, or livestock.
13. ~~It is unlawful to exceed the number of dogs permitted on premises or in a unit of a multiple dwelling as set forth in this chapter.~~
14. It is unlawful to keep a dog in a manner that does not meet minimum care standards of this chapter.
15. It is unlawful to fail to maintain a current rabies vaccination.
16. It is unlawful for a person who has been bitten by a dog, or a parent/guardian of a bitten minor, to fail to immediately notify Dog Services when required by this chapter.
17. It is unlawful for a dog owner to fail to follow any condition of release pending final disposition of a violation of this chapter, including appeal.

D. Lost Dogs; Duties of Finders. Any person who finds and shelters a dog without knowing the dog owner's identity shall notify Dog Services within three days with a description of the dog. A finder may surrender the dog to Dog Services, or retain possession subject to surrender upon County request.

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

5.01.050 **Biting Dogs; Dangerous Dogs**

A. Reporting biting dogs.
   1. The owner of a dog that bites a person, domestic animal, or livestock shall immediately notify Dog Services of the time and circumstances of the bite along with a description of the biting dog, its rabies vaccination status, the owner's name and address, and if known the name and address of the person who was bitten or the owner of the bitten domestic animal or livestock.
   2. Any person who is bitten by a dog, or is the parent/guardian of a bitten minor, or owns a domestic animal or livestock bitten by a dog shall immediately notify Dog Services of the time and circumstances of the bite along with his/her name and address, a description of the biting dog, and if known the name and address of the dog owner.

B. Quarantine of biting dogs.

1. A dog suspected of biting a person will be quarantined at the owner's expense until the tenth day following the bite in accordance with state law.
2. At the discretion of the County, a dog that has proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license may be quarantined at the premises of a licensed veterinarian or at the premises of the owner providing the dog is kept within a secure enclosure or with approved restraint deemed adequate to prevent contact with any person or other animal, and is kept in accordance with any other conditions set by the County as permitted by this chapter or required by state law. It shall be a violation of this chapter if during home quarantine the dog leaves the confines of a prescribed quarantine area for any reason or otherwise violates the conditions of quarantine.
3. Dogs that have bitten a person and do not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license shall be apprehended and impounded as resources allow.

C. Dangerous Dogs.

1. Classification of Dog as a Dangerous Dog. A dog may be classified by the Hearings Officer as a dangerous dog when it has menaced, bitten, chased, injured or killed any person, domestic animal, or livestock.
2. Notice of Classification; Hearing.
   a. Notice. Prior to a dog being classified as dangerous, the owner shall have a right to a hearing before a Hearings Officer. The County shall send a Dangerous Dog Notice to the dog owner by certified mail or personal service; if sent by mail the date of mailing will be considered the date of service. The notice shall inform the owner of:
      i. A description of the alleged incident and specific behavior that supports classification of the dog as dangerous.
      ii. The regulations that may be imposed following a dangerous dog classification, including the requirement of a dangerous dog certificate.
      iii. An opportunity to request a hearing.
      iv. Information that the dog owner must request a hearing within seven (7) days from the date of service by delivering a written request to Dog Services.
      v. Information that if the dog owner does not make a timely request for hearing, the dog owner shall be deemed to have waived his/her right to a hearing. Thereafter, following proof of sufficient evidence that the dog is dangerous, the Hearings Officer may so classify the dog and impose regulations consistent with this chapter.
   b. Hearing.
      i. Following a timely request for hearing, the County will notify the dog owner and Hearings Officer of the date and time of the hearing. The hearing shall follow the procedures set forth in this chapter for a hearing on a violation.
      ii. The Hearings Officer may refrain from classifying a dog as dangerous upon a finding that the behavior was the result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a

trespasser, or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property.

iii. A hearing on classification of a dangerous dog may be consolidated with a hearing on any underlying violation for which the dog owner has been cited.

3. Regulation of Dangerous Dogs; Microchip Identification. When a dog has been classified as dangerous, the dog shall be microchip identified at Dog Services at the expense of the owner, as provided in ORS 609.168. In addition, a Hearings Officer may order the following regulations:
   a. That the dog be kept in a secure enclosure;
   b. That the dog owner obtain and maintain proof of public liability insurance;
   c. That the dog owner not permit the dog to be off the owner's premises unless the dog is muzzled and restrained by an adequate leash and under the control of a competent person;
   d. That the dog owner successfully complete a County approved pet ownership program;
   e. That the dog successfully complete obedience training certified by the American Temperament Testing Society or other similar County approved program;
   f. That the dog be spayed or neutered;
   g. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred.
4. Certificate of Registration; Secure Enclosure; Notice to New Owner
   a. Certificate of Registration. Within seven (7) days after a dog has been classified as dangerous, the owner must license the dog, if not licensed, and obtain a dangerous dog certificate of registration to be renewed annually until the dog is declassified or dies. The County will only issue certificates of registration and renewals to persons who are at least 18 years of age and who present sufficient evidence of:
      i. A rabies vaccination certificate which will remain in effect for at least one year from the date the certificate of registration is issued;
      ii. A secure enclosure to confine the dangerous dog;
      iii. A clearly visible County approved warning sign to be posted and remain at all entry points of the owner's property that informs both children and adults that the dog is dangerous;
      iv. Microchip identification as provided in ORS 609.168; and,
      v. Payment of an annual dangerous dog registration fee.
   b. Secure Enclosure. The owner of a dog classified as dangerous shall confine the dog in a secure enclosure. The owner must immediately notify Dog Services when a dangerous dog is at large, or has bitten a person, domestic animal, or livestock. A dangerous dog shall not be

permitted to leave the confines of a secure enclosure unless the dog is muzzled and restrained by an adequate chain or leash and under control of a competent person.

c. Notice to New Owner. Prior to a dangerous dog being sold or given away the owner shall provide notice to the new owner that the dog has been classified as a dangerous dog and provide the County with the name, address and telephone number of the new owner whether or not the new owner resides in Clackamas County. The new owner must comply with all dangerous dog regulations imposed unless and until the dog is declassified or dies.

5. Declassification of Dangerous Dog.

a. Declassification. Following an owner's written request, the County may declassify a dog as dangerous and terminate the regulations ordered at the time of classification, except for microchip identification and secure enclosure, when the following conditions have been met:

i. For two years from the date of classification the dog has had no further incidents of behavior that would make it a dangerous dog;

ii. For two years from the date of classification there have been no violations of the regulations imposed;

iii. The dog owner has obtained a certificate of satisfactory completion of obedience training for the classified dog.

b. Appeal of Declassification Denial. A dog owner may appeal to a Hearings Officer the denial of a request to declassify a dangerous dog by delivering a written request for appeal to Dog Services within seven (7) days of the mailing date of the County's written notice denying declassification.

i. The County's written denial shall include information on how the dog owner may appeal the denial.

ii. On appeal the Hearings Officer shall determine whether the dog meets the criteria for declassification and shall either uphold the County's denial or order declassification.

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

5.01.060 Impoundment; Release; Adoption

A. Impoundment

1. Any Dog Services Officer or peace officer may impound a dog that is in violation of this chapter, or when a Dog Services Officer or peace officer reasonably believes a dog requires medical assistance or care, or when ordered by a court or Hearings Officer.

2. If a person refuses to allow a Dog Services Officer or peace officer to enter the premises to apprehend and impound a dog as authorized by this chapter, the County may request the assistance of the local law enforcement official to obtain and execute a search warrant as authorized by law to search for and seize the dog subject to impound.

3. Any Dog Services Officer or peace officer is authorized to remove a dog from a motor vehicle to apprehend and impound the dog when the officer reasonably believes it is confined in a manner that endangers its health or well-being, including but not limited to dangerous temperature, lack of food, water or attention. A written notice of impoundment will be left on or in the vehicle with information on how to reclaim the dog.
4. Any person may immediately apprehend and hold for impoundment any dog that has trespassed upon the property of that person or another in violation of this chapter, or has menaced, bitten, injured or killed a person, domestic animal, or livestock.

B. Impound Holding Periods. Unless otherwise provided in this chapter, dogs impounded will be held for the following minimum time periods, unless sooner reclaimed by their owner:
1. Dogs not wearing a license tag shall be held for at least three consecutive days, not including the day of impoundment.
2. Dogs wearing a license tag shall be held for at least five consecutive days, from the date of notification of impoundment. If notification is by mail, the date of mailing shall be considered the date of notification.

C. Release of Impounded Dogs; Conditional Release.
1. Release.
a. Release Prohibited. Unless otherwise ordered by a Hearings Officer or court of competent jurisdiction, an impounded dog may not be released until final disposition of any violation alleging that the dog has killed a person, or when a dog is pending classification or has been classified as a dangerous dog.
b. Release Permitted. Unless prohibited by this chapter prior to final disposition of a violation or pending appeal, an impounded dog may be released subject to release conditions ~~consistent with this chapter if any~~ in subsection 5.01.060(C)(2)(a) and upon posting security in the amount equal to 50% of the base fine for each violation and payment of fees and costs owed to date including prior outstanding balances, except upon showing of good cause.
2. Conditional Release.
a. Conditions. As permitted by this chapter pending final disposition of a violation or appeal, the County or Hearings Officer may conditionally release an impounded dog to its owner and may impose any of the following release conditions, including but not limited to a requirement that the dog owner:
i. Obtain and provide proof of a rabies vaccination within a designated time;
ii. Provide proof of license within a designated time;
iii. Restrain the dog on the dog owner's property by means of a secure enclosure;
iv. Control the dog on a leash that is no longer than six (6) feet, and at all times handled by an adult who is able to control the dog;
v. Muzzle the dog at all times when off the dog owner's property;
vi. Obtain veterinary care for the dog within a designated time;
vii. Comply with minimum care standards consistent with this chapter;

viii. Keep the dog indoors during certain hours.

b. Revocation of Conditional Release; Violation; Security Forfeited.

i. Revocation. Upon reasonable ground to believe that a release condition has been violated the County may revoke release, and apprehend and impound the subject dog pending final disposition of the underlying violation or appeal.

ii. Violation. At the time of revocation the dog owner shall be cited for failure to follow condition(s) of release. A hearing on revocation may be made in accordance with section 5.01.070 of this chapter and consolidated with a hearing on the underlying violation(s).

iii. Security Forfeited. The security amount posted on conditional release shall be forfeited upon a finding that one or more conditions of release were violated or if no timely hearing is requested.

3. If a dog owner has been cited for a violation(s) of this chapter, and a Hearings Officer finds that no violation(s) occurred, then impoundment and board fees shall not be assessed until the first business day after notice of the Hearings Officer's Final Order.

4. An owner must reclaim a dog within five (5) business days after notice of a Hearings Officer's Final Order unless otherwise ordered or unless stayed by a court of competent jurisdiction.

D. Failure to Reclaim.

1. If an owner fails to reclaim a dog as provided in this chapter the dog will be deemed abandoned and shall become the property of the County without compensation paid to the owner.

2. An owner that fails to reclaim a dog will be civilly liable to the County for all penalties, fines, fees, costs and expenses authorized by this chapter, which may be collected in the same manner as any other debt allowed by law.

E. Diseased or Injured Dog. A dog owner shall be liable to the County for costs paid for medical treatment during impoundment. If the County determines a dog is seriously injured or seriously ill or its health condition causes a threat to public health or safety, the dog may be immediately euthanized without compensation paid to the owner.

F. Release for Adoption.

1. Fees. Adoption fees will be assessed consistent with this chapter.

2. Standards. The Dog Services Manager shall have the authority to develop and enforce adoption policies and procedures.

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

5.01.070 Citation; Complaint; Hearing Process

A. Issuance of Citation.

1. Any Dog Services Officer or peace officer may issue and serve a dog owner with a citation when there are reasonable grounds to believe the owner or dog has committed a violation of this chapter. The citation shall serve as the County's complaint.

2. A citation shall be served by personal service or by certified mail with return receipt requested, no later than six (6) months from the date the alleged violation

occurred. When mailed the date of mailing shall be considered the date of service. The failure of any person to receive notice properly given shall not invalidate or otherwise affect proceedings under this chapter.

B. Form of Citation.

1. The citation shall include:
   a. The name and address of the person cited;
   b. The date(s) the alleged violation(s) occurred;
   c. The number and title of the chapter section(s) violated;
   d. A description of the dog(s) involved;
   e. The base fine, to be equal to the minimum fine, along with the maximum fine for each violation as authorized by this chapter;
   f. Whether appearance before a Hearings Officer is optional, or if mandatory the date, time and place at which the person is to appear;
   g. The procedure for the person to follow to admit the violation and pay the fine, or contest the citation and appear before a Hearings Officer;
   h. A statement that if the person fails to pay the fine within the time allowed, or fails to appear before the Hearings Officer when required, then the person shall have waived his/her right to contest the citation and the Hearings Officer may enter a judgment against the person for an amount up to the maximum fine, in addition to any fees, costs or expenses, conditions or restrictions authorized by this chapter;
   i. A statement that when appearance before a Hearings Officer is mandatory the person cannot pay the fine in lieu of appearance.

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

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C. Response to Citation

1. Unless an appearance before a Hearings Officer is mandatory, a dog owner who has received a citation may respond by:
   a. Appearing personally before the Hearings Officer on the cited appearance date and either admit or deny the violation; or
   b. Prior to the appearance date return a signed copy of the citation to Dog Services admitting the violation, along with a check or money order payable to Clackamas County for the total base fine amount. Admission and payment does not relieve the dog owner of the requirement to correct the violation; or
   c. Prior to the appearance date, return a signed copy of the citation to Dog Services denying the violation and requesting a hearing. Dog Services will set a time and place for the hearing and notify the Hearings Officer, and dog owner.

2. Mandatory Appearance. Personal appearance before a Hearings Officer at the time and place indicated on the citation shall be mandatory:

a. When a dog owner has received a citation three (3) times or more within a twelve (12) month period or the issuing officer has determined the appearance should be mandatory;
b. For violation of Failure to Surrender a Dog;
c. For violation of Interfering with a County employee or Peace Officer;
d. For violation of Providing False Information to a County employee or Peace Officer;
e. For violation of Failure to Comply with Conditions of Quarantine;
f. For violation of Failure to Comply with any Fine, Fee, Cost, Expense, Condition or Restriction authorized by this chapter;
g. For violation of Dog as a Public Nuisance when a dog kills a person, domestic animal, or livestock;
h. For violation of Failure to Comply with the Requirements of Keeping a Dangerous Dog.
i. For failure to reclaim an impounded dog.
j. For failure to meet minimum care standards.

3. Failure to Respond to Citation. If a person cited fails to respond to a citation as required by this chapter then the person shall be deemed to have waived his/her right to contest the citation. Following proof of sufficient evidence that the person has committed the cited violation(s) the Hearings Officer may enter a Final Order against the person for an amount up to the maximum fine, in addition to any applicable fees, costs or expenses, and any other imposition consistent with this chapter. A copy of the Final Order shall be sent to the person cited by regular mail.

D. Hearing Process.

1. Informal Disposition. The County and dog owner may agree to an informal and final disposition of any violation before a Hearings Officer issues a Final Order.
2. Burden of Proof. The burden will be on the County to prove that the violation occurred by a preponderance of the evidence.
3. Testimony of Witnesses and Parties. The Hearings Officer shall have the authority to administer oaths or affirmations and take testimony of and question witnesses and parties. Parties may offer witness testimony on their own behalf. Written testimony must be submitted by sworn affidavit and may be admitted into the record subject to exclusion by the Hearings Officer and objections by the opposing party.
4. Cross-Examination of Witnesses. The person cited and attorneys may examine or cross-examine witnesses.
5. Evidence. Reliable and relevant evidence shall be admitted subject to the rules of privilege recognized by law. The burden of presenting evidence to support a fact or position shall be on the offering party. The Hearings Officer may establish procedures for the presentation of evidence to ensure that the hearing record reflects a full and fair inquiry into the facts necessary to determine the matter alleged. The Hearings Officer shall have the discretion to exclude any material or testimony that is accumulative, repetitious, irrelevant or immaterial.
6. Objections. Objections to admission of evidence shall be noted in the record and will be considered with respect to the weight to be given the particular evidence offered. The Hearings Officer shall have the discretion to admit or

exclude any evidence presented and may reserve the ruling on the admissibility or exclusion of evidence until the time the Final Order is issued.

7. Subpoenas. The Hearings Officer may issue subpoenas to parties when a request is supported by a showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties, peace officers or employees of the County, shall be paid the same witness fees and mileage as allowed in civil cases from the party requesting the subpoena to be paid at the time the subpoena is issued. The party requesting the subpoena will be responsible for its service in accordance with the Oregon Rules of Civil Procedure.
8. Representation. The person cited may represent him/herself or may be represented by counsel at personal expense. The County may be represented at the hearing by any employee of the County. If the employee is not an attorney, the employee shall not present legal argument, examine or cross-examine witnesses, present rebuttal evidence or give legal advice to the Hearings Officer conducting the hearing.
9. Record. A verbatim written or mechanical record shall be made of all hearings. The record may be transcribed at the request of a party upon payment in advance of the cost of transcription.
10. Final Order. At the conclusion of the hearing the Hearings Officer shall issue a Final Order based upon reliable, relevant and substantial evidence which shall be the County's final determination. A Final Order shall be effective on the date that it is issued unless otherwise provided by the Hearings Officer. The order may be oral or written, but in all cases must be recorded in the record of the proceeding. The Hearings Officer may impose fines, fees, costs, expenses, conditions or restrictions and any other imposition authorized by this Chapter. Monetary obligations are due and payable on the effective date of the Final Order unless otherwise provided.
11. Judicial Review. Review of a Final Order of the Hearings Officer may be made by any party by writ of review as provided in ORS 34.010-34.100.
12. Enforcement of Final Order. The County may maintain civil proceedings in law or equity in a court of competent jurisdiction to enforce any provision of a Hearings Officer's Final Order.

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

5.01.080 Penalties

A. Fines, Fees, Costs; Expenses.
   1. Upon a finding that a dog owner has violated this chapter, a Hearings Officer may impose fines, fees, costs and expenses, which shall become a debt owing to Clackamas County and may be collected in the same manner as any other debt allowed by law. If fines, fees, costs or expenses are not paid within sixty (60) days after payment is ordered, the County may file and record the Final Order for payment in the County Clerk Lien Record as authorized by ORS 30.460.
   2. If the Hearings Officer finds that the alleged violation did not occur, the County shall reimburse the dog owner for any fines, fees, costs and expenses previously paid by the owner for the alleged violation.

3. The Hearings Officer may order payment of the County's attorney fees and prosecution costs to include staff time for any violation of this Chapter.

B. Conditions and Restrictions; Restitution; Euthanasia.

1. Upon a finding by the Hearings Officer that a dog owner has violated a provision of this chapter, in addition to and not in lieu of any fine, fee, cost or expense, the Hearings Officer may impose restitution, euthanasia, and reasonable conditions and restrictions, including but not limited to:

a. Suspend the owner's right to own or keep any dog in Clackamas County for a period not to exceed five (5) years;

~~b. Require an owner in violation of Continuous Annoyance to keep the dog inside the owner's residence during hours specified by the Hearings Officer, and/or keep an operating bark collar on the dog at all times. The bark collar must be of sufficient quality and design to ensure intervention of barking;~~

~~c.~~b. Upon sufficient proof order restitution to any person who has suffered actual monetary loss as a result of a violation of this chapter, including but not limited to expenses incurred for veterinarian care, burial and memorial expenses, repair or replacement of damaged property, or medical bills;

~~d.~~c. Require the owner to spay or neuter the dog;

~~e.~~d. Require the owner to remove the dog to a location where the dog does not present a threat to persons, domestic animals, or livestock;

~~f.~~e. Require the owner to surrender the dog to the County;

~~g.~~f. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred;

~~h.~~g. Require that the owner comply with any other condition or restriction reasonably designed to abate any future violation of this chapter;

~~i.~~h. Require that the owner obtain microchip identification for the dog;

~~j.~~i. Require the owner to reduce the number of dogs on the owner's premises.

2. Any condition or restriction imposed by a Hearings Officer must be complied with immediately unless otherwise ordered. The County may request that an owner provide proof of compliance by a date certain. If proof is not provided, or proof is insufficient, then a rebuttable presumption will exist that the owner has failed to comply and the owner may be cited for the violation of Failure to Comply in accordance with this chapter.

3. An owner shall be responsible for all costs incurred in complying with any condition or restriction imposed.

4. Upon a finding that an owner is guilty of a violation set forth in this chapter, regarding the same dog for the third time in a twelve (12) month period, the Hearings Officer may order that the owner surrender the dog to the County, without compensation paid to the owner.

When a dog has been ordered surrendered and the County has determined that the dog qualifies for adoption, the County may give placement preference to any

person who had prior contact with the dog, including but not limited to the former owner's family members or friends who reside separately from the former owner and whom the County has determined will provide adequate care and follow all conditions or restrictions imposed by the Hearings Officer in order to maintain control of the dog.

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

5.01.090 Authority of Dog Services Manager

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

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

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

5.01.100 ~~Transition~~

~~A. The provisions of chapter 5.01 as they existed prior to the most recent enactment of this chapter shall apply to violations of chapter 5.01 that occurred prior to the most recent enactment date, the disposition of which are not complete by the enactment date. The Dog Services Manager shall keep a copy of the previous chapter 5.01 on file.~~

~~B. For the purposes of this chapter on or after the latest enactment date of this chapter, when consideration of prior or multiple violations is a factor, a violation of chapter 5.01 that occurred prior to the latest enactment date shall be considered a violation of this chapter.~~

~~[Added by Ord. 01-2004, 4/8/04]~~

~~5.01.110~~ Severability

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

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

5.01.120 Enforcement of Other Laws

A. Enforcement of Dogs. Pursuant to ORS 203.035; 153.030; 609.015 and ORS 609.135, this chapter supersedes enforcement in the County of the following state statutes

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regarding control of dogs: ORS 609.030 and 609.035 to 609.110; 609.155; 609.158; 609.165; 609.170; 609.180; 609.190.

B. Enforcement of Rabies Control. Rabies control shall be enforced by the Clackamas County Health Officer in cooperation with the Dog Services Manager in accordance with the provisions of ORS 433.340 through 433.390.

C. Enforcement of Violations Involving Livestock. When a dog is determined to be a Public Nuisance under this chapter for menacing, biting, injuring or killing livestock, in addition to all other provisions and regulations of this chapter the following state statutes apply: ORS 609.125; 609.156; 609.161; 609.162; 609.163; 609.167; 609.168.

D. Enforcement of Possession of Dogs. The number of dogs possessed by a person shall be limited as provided in ORS 167.374. In addition to all other provisions and regulations of this chapter, ORS 167.374 shall apply.

E. Other Laws Apply. Except as expressly provided in this chapter, this chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state and federal laws, rules and regulations, and other ordinances which relate to the requirements provided in this chapter.

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

TITLE 5

ANIMALS

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TITLE 5

ANIMALS

Summary

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Chapter 5.01

5.01 DOG LICENSING & SERVICES

5.01.010 Enactment; Authority

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

5.01.020 Definitions; Exclusions; Fines and Fees

A. Definitions. Terms used but not defined shall have their plain meaning.

1. BITE, BITING, BITTEN means the breaking of the skin of a person, domestic animal, or livestock by the teeth of a dog.
2. CONDITIONAL RELEASE means a security or non-security release of an impounded dog which imposes regulations and conditions on the activities and keeping of a dog pending final disposition of a violation of this chapter, including appeal.
3. COSTS mean any monetary assessment, other than fines and fees ordered by a Hearings Officer including, but not limited to, costs for veterinarian care, restitution, prosecution expenses and attorney fees.
4. DANGEROUS DOG means any dog that menaces, bites, injures or kills a person, domestic animal, or livestock.
5. DOG means the common dog (*Canis familiaris*) and any animal claimed by its owner to be a wolf-hybrid unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.
6. DOG AT LARGE means a dog that is off or outside the dog owner's property and not under the immediate control of a person.
7. DOG OWNER means the following, however any presumption of ownership raised in this section may be rebutted by proof to the contrary:
   a. Any person in whose name a dog license has been issued;
   b. Any person who has a possessory property right in a dog;
   c. In a family situation the adult head(s) of household shall be jointly and severally presumed to be the owner(s);
   d. Any person who without regard to any ownership interest, shelters a dog or who has a dog in that person's care, possession, custody or control, or who knowingly permits a dog to remain on property occupied by that person for more than 30 days shall be presumed to be the owner.
8. DOG SERVICES means Clackamas County Dog Services.

9. DOG SERVICES OFFICER means a person employed by or contracting with Clackamas County who is authorized to investigate violations and issue citations as provided in this chapter.
10. DOMESTIC ANIMAL has the meaning provided in ORS 167.310.
11. EUTHANASIA means the putting of a dog to death in any humane manner permitted under ORS 609.405.
12. EXPENSES mean expenditures incurred by Dog Services during impoundment, keeping and disposition of a dog.
13. HEARINGS OFFICER means any authority appointed by the Board of County Commissioners to hear and determine violations of this chapter.
14. IMPOUND means taking physical or constructive custody of a dog. A dog shall be considered impounded from the time Dog Services staff or a peace officer takes physical custody of the dog or serves an owner with a Notice of Impound and Conditional Release in accordance with this chapter.
15. LIVESTOCK has the meaning provided in ORS 609.125.
16. MANAGER means the Clackamas County Dog Services Manager or his/her designee.
17. MENACE means lunging, growling, snarling, chasing, attacking, or other behavior by a dog that would cause a reasonable person to fear for the person's safety, the safety of another person or the safety of a domestic animal or livestock.
18. MINIMUM CARE means but is not limited to, sufficient food to maintain the dog's health; access to potable water that is not snow or ice; access to an enclosed structure sufficient to protect the dog; continuous access to an area that is kept clean and has adequate space and ventilation with suitable temperature; and veterinary care to relieve distress from injury, neglect or disease.
19. MULTIPLE DWELLING means any building or portion thereof that is designed, built, rented, leased, let or hired out to be occupied, or which is occupied as the home or residence of two or more families living independently of each other in separate units.
20. PEACE OFFICER has the meaning provided in ORS 161.015.
21. PHYSICAL INJURY has the meaning provided in ORS 167.310.
22. SECURE ENCLOSURE means any of the following:
    a. A fully fenced pen, kennel or structure that is in compliance with applicable County codes, that will remain locked with a padlock or combination lock, and which has secure sides at least five feet high. The County may also require that the structure have a secure top and/or floor that are attached to the sides, or require that the sides be embedded in the ground no less than one foot; or
    b. A house or garage that has latched doors kept in good repair to prevent the escape of the dog. A house, garage, patio, porch or any part of the house is not a secure enclosure if the structure would allow the dog to exit the structure of its own will; or
    c. For a dangerous dog, a fully fenced pen, kennel or structure at least six feet in height that is either anchored beneath the ground or is in concrete and which prevents the dog from digging under it. The enclosure must be of a design that prevents entry of children or unauthorized persons and also prevents those persons from extending an arm or leg inside the enclosure. The enclosure must remain locked with a padlock or

combination lock when occupied by the dog. A County approved sign must remain posted at all entry points of the dog owner's property that informs both children and adults that the dog is dangerous.

23. VIOLATION means any violation of this chapter for which a fine, condition or restriction or other sanction may be imposed.

24. WOLF-HYBRID means an animal that is either the result of cross breeding a purebred wolf and a dog, or an existing wolf-hybrid with a dog, or any dog declared by its owner to be a wolf-hybrid. A wolf-hybrid will be considered a dog under this chapter unless the owner provides written verification from a licensed veterinarian that the animal is a wolf-hybrid and not a dog.

B. Exclusions.

This chapter does not regulate veterinarians, kennel operators or pet shop owners who for a period of not more than 90 days maintain on their property dogs owned by other persons.

C. Fines and Fees

All fines and fees associated with this chapter shall be set by resolution of the Board of County Commissioners.

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

5.01.030 Licensing; Vaccinations

A. License.

1. Individual Dog License.
   a. A person must be at least 18 years old to obtain a license for a dog.
   b. Every dog owner shall license a dog by the time the dog has a set of permanent canine teeth or is six months old, whichever comes first, or within thirty (30) days of acquiring the dog.
   c. A dog owner who has moved to Clackamas County and who does not have a current dog license from another Oregon city or county, shall obtain a dog license within thirty (30) days of moving into Clackamas County unless the dog has not yet reached six months of age. A dog with a current dog license from another city or county shall not require licensing under this chapter until expiration of the current license, if within thirty (30) days of moving into Clackamas County the owner notifies Dog Services of the dog's description, license number and city or county of issuance, and Clackamas County address.
2. Multiple Dog license.
   a. Qualification; Application; Inspection. When an owner has more than one dog the owner may obtain or renew a multiple dog license after submission of a qualifying Multiple Dog License Application and after a County inspection of the applicant's premises to determine that minimum care standards exist.
   b. Denial of a Multiple Dog License. An owner may appeal the denial of a multiple dog license to a Hearings Officer by delivering a written request to Dog Services within seven (7) days of the mailing date of the written notice denying the license. A hearing will follow the same procedures set forth in this chapter for a hearing on a violation except that the burden of proof will be on the owner to prove that the denial was improper.

c. Land Use Approval. Issuance of a Multiple Dog License does not constitute approval of a particular land use or indicate compliance with any zoning or land use planning restrictions that may apply. Applicant may be required to demonstrate compliance with city or county zoning or land use planning restrictions prior to issuance.

B. Rabies Vaccination

1. Individual or multiple dog licenses will not be issued without evidence of one of the following for each dog to be licensed:
   a. A rabies vaccination certificate issued by a licensed veterinarian that is valid for the license period; or,
   b. A written statement signed by a licensed veterinarian stating that for medical reasons the rabies vaccination cannot be administered to the dog.
2. A dog that does not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license, shall be apprehended and impounded at the owner's expense.
3. A veterinarian performing a rabies vaccination of any dog must transmit a copy of the vaccination certificate or written documentation that includes information contained on the certificate to Dog Services within 30 days of the vaccination. In the alternative, a veterinarian may issue a dog license in accordance with the rules adopted by this Chapter, and submit proof of license to Dog Services within 30 days of the vaccination.

C. License Term; Renewal; Fine

1. A license will be valid for one, two or three years from the date of issuance at the option of the dog owner and requires a rabies vaccination certificate for the licensing period.
2. Renewal of a license shall not be due until the last day of the month in which the license expires. If a person fails to renew a license prior to its expiration date, a fine may be assessed at the time the license is renewed.

D. Identification tags.

1. At the time an individual dog license is issued, the County will issue a free identification tag that is to be fastened to a collar or harness and kept on the dog at all times when the dog is not in the immediate possession of the owner.
2. When a multiple dog license is issued, the owner may obtain identification tags upon payment of a fee.
3. If a dog license tag is lost, the owner may obtain a duplicate tag from Dog Services upon payment of a fee.

E. License Fees Exemptions.

1. No license fee will be required for the following:
   a. Any dog that meets the definition of an "assistance animal" as defined in ORS 346.680, provided that the license applicant has filed a statement with Dog Services indicating that the dog is an "assistance animal" for a person who has a physical impairment in one or more of their daily life activities and resides in the applicant's household.
   b. Any dog in training to be an "assistance animal" as defined in ORS 346.680, in affiliation with a recognized organization for the training or placement of assistance animals, provided the trainer files a statement with Dog Services verifying that the dog is an assistance animal.

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

5.01.040 Control of Dogs

A. Duties of Owners. For the purposes of this chapter a dog owner is responsible for the behavior of the dog regardless of whether the owner or another person allowed the dog to engage in the behavior that is the subject of the violation.

B. Violations.

1. It is unlawful to permit a dog to be a public nuisance. A dog is a public nuisance if it:
   a. Menaces, bites, injures or kills a person, domestic animal, or livestock. It is a defense to this section if the dog engages in such behavior as a result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property;
   b. Is a dog at large. It is a defense to this section that the dog was a working dog wearing a locating device and temporarily separated from the person in control of the dog;
   c. Chases a vehicle while off the dog owner's property;
   d. Damages or destroys property of another person while off the dog owner's property;
   e. Scatters garbage while off the dog owner's property;
   f. Is a female in heat (estrus) and is a dog at large.
2. It is unlawful to fail to comply with the requirements of this chapter that apply to keeping a dangerous dog.
3. It is unlawful to permit any dog to leave the confines of any prescribed quarantine area, and/or fail to comply with any other condition of quarantine.
4. It is unlawful to interfere with an identified County employee or peace officer who is enforcing any provision of this chapter by intentionally acting in any manner that prevents, or attempts to prevent a County employee or peace officer from performing their lawful duties.
5. It is unlawful to knowingly provide false information to a County employee or peace officer enforcing any provision of this chapter.
6. It is unlawful to permit a dog to be confined within a motor vehicle at any location under such conditions as may endanger the health or well-being of the dog, including but not limited to dangerous temperature, lack of food, water or attention.
7. It is unlawful to permit a dog to be unrestrained in an open portion of a vehicle.
8. It is unlawful to fail to reclaim an impounded dog.
9. It is unlawful to fail to comply with any fine, fee, cost, expense, condition or restriction or other order imposed by a Hearings Officer under this chapter.
10. It is unlawful to fail to surrender a dog for apprehension to the County when required by this chapter.
11. It is unlawful to fail to license a dog or renew a license as required by this chapter.
12. It is unlawful for an owner to fail to immediately notify Dog Services when the owner's dog has bitten a person, domestic animal, or livestock.

13. It is unlawful to keep a dog in a manner that does not meet minimum care standards of this chapter.
14. It is unlawful to fail to maintain a current rabies vaccination.
15. It is unlawful for a person who has been bitten by a dog, or a parent/guardian of a bitten minor, to fail to immediately notify Dog Services when required by this chapter.
16. It is unlawful for a dog owner to fail to follow any condition of release pending final disposition of a violation of this chapter, including appeal.

C. Lost Dogs; Duties of Finders. Any person who finds and shelters a dog without knowing the dog owner's identity shall notify Dog Services within three days with a description of the dog. A finder may surrender the dog to Dog Services, or retain possession subject to surrender upon County request.

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

5.01.050 Biting Dogs; Dangerous Dogs

A. Reporting biting dogs.
1. The owner of a dog that bites a person, domestic animal, or livestock shall immediately notify Dog Services of the time and circumstances of the bite along with a description of the biting dog, its rabies vaccination status, the owner's name and address, and if known the name and address of the person who was bitten or the owner of the bitten domestic animal or livestock.
2. Any person who is bitten by a dog, or is the parent/guardian of a bitten minor, or owns a domestic animal or livestock bitten by a dog shall immediately notify Dog Services of the time and circumstances of the bite along with his/her name and address, a description of the biting dog, and if known the name and address of the dog owner.

B. Quarantine of biting dogs.
1. A dog suspected of biting a person will be quarantined at the owner's expense until the tenth day following the bite in accordance with state law.
2. At the discretion of the County, a dog that has proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license may be quarantined at the premises of a licensed veterinarian or at the premises of the owner providing the dog is kept within a secure enclosure or with approved restraint deemed adequate to prevent contact with any person or other animal, and is kept in accordance with any other conditions set by the County as permitted by this chapter or required by state law. It shall be a violation of this chapter if during home quarantine the dog leaves the confines of a prescribed quarantine area for any reason or otherwise violates the conditions of quarantine.
3. Dogs that have bitten a person and do not have proof of a current rabies vaccination, exemption from vaccination, or current Oregon county or city license shall be apprehended and impounded as resources allow.

C. Dangerous Dogs.
1. Classification of Dog as a Dangerous Dog. A dog may be classified by the Hearings Officer as a dangerous dog when it has menaced, bitten, chased, injured or killed any person, domestic animal, or livestock.
2. Notice of Classification; Hearing.

a. Notice. Prior to a dog being classified as dangerous, the owner shall have a right to a hearing before a Hearings Officer. The County shall send a Dangerous Dog Notice to the dog owner by certified mail or personal service; if sent by mail the date of mailing will be considered the date of service. The notice shall inform the owner of:
   i. A description of the alleged incident and specific behavior that supports classification of the dog as dangerous.
   ii. The regulations that may be imposed following a dangerous dog classification, including the requirement of a dangerous dog certificate.
   iii. An opportunity to request a hearing.
   iv. Information that the dog owner must request a hearing within seven (7) days from the date of service by delivering a written request to Dog Services.
   v. Information that if the dog owner does not make a timely request for hearing, the dog owner shall be deemed to have waived his/her right to a hearing. Thereafter, following proof of sufficient evidence that the dog is dangerous, the Hearings Officer may so classify the dog and impose regulations consistent with this chapter.

b. Hearing.
   i. Following a timely request for hearing, the County will notify the dog owner and Hearings Officer of the date and time of the hearing. The hearing shall follow the procedures set forth in this chapter for a hearing on a violation.
   ii. The Hearings Officer may refrain from classifying a dog as dangerous upon a finding that the behavior was the result of a person wrongfully assaulting the dog or owner, or other similar provocation, or when the dog's behavior was directed towards a trespasser, or other extenuating circumstances that establishes that the dog does not constitute an unreasonable risk to life or property.
   iii. A hearing on classification of a dangerous dog may be consolidated with a hearing on any underlying violation for which the dog owner has been cited.

3. Regulation of Dangerous Dogs; Microchip Identification. When a dog has been classified as dangerous, the dog shall be microchip identified at Dog Services at the expense of the owner, as provided in ORS 609.168. In addition, a Hearings Officer may order the following regulations:
   a. That the dog be kept in a secure enclosure;
   b. That the dog owner obtain and maintain proof of public liability insurance;
   c. That the dog owner not permit the dog to be off the owner's premises unless the dog is muzzled and restrained by an adequate leash and under the control of a competent person;
   d. That the dog owner successfully complete a County approved pet ownership program;

e. That the dog successfully complete obedience training certified by the American Temperament Testing Society or other similar County approved program;

f. That the dog be spayed or neutered;

g. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or livestock. The Hearings Officer may also consider the public nuisance violation history of the dog and owner to include all known determinations by any court, governing body, official or agency of any local or state government without regard to where or when the incident occurred.

4. Certificate of Registration; Secure Enclosure; Notice to New Owner

a. Certificate of Registration. Within seven (7) days after a dog has been classified as dangerous, the owner must license the dog, if not licensed, and obtain a dangerous dog certificate of registration to be renewed annually until the dog is declassified or dies. The County will only issue certificates of registration and renewals to persons who are at least 18 years of age and who present sufficient evidence of:

i. A rabies vaccination certificate which will remain in effect for at least one year from the date the certificate of registration is issued;

ii. A secure enclosure to confine the dangerous dog;

iii. A clearly visible County approved warning sign to be posted and remain at all entry points of the owner's property that informs both children and adults that the dog is dangerous;

iv. Microchip identification as provided in ORS 609.168; and,

v. Payment of an annual dangerous dog registration fee.

b. Secure Enclosure. The owner of a dog classified as dangerous shall confine the dog in a secure enclosure. The owner must immediately notify Dog Services when a dangerous dog is at large, or has bitten a person, domestic animal, or livestock. A dangerous dog shall not be permitted to leave the confines of a secure enclosure unless the dog is muzzled and restrained by an adequate chain or leash and under control of a competent person.

c. Notice to New Owner. Prior to a dangerous dog being sold or given away the owner shall provide notice to the new owner that the dog has been classified as a dangerous dog and provide the County with the name, address and telephone number of the new owner whether or not the new owner resides in Clackamas County. The new owner must comply with all dangerous dog regulations imposed unless and until the dog is declassified or dies.

5. Declassification of Dangerous Dog.

a. Declassification. Following an owner's written request, the County may declassify a dog as dangerous and terminate the regulations ordered at the time of classification, except for microchip identification and secure enclosure, when the following conditions have been met:

i. For two years from the date of classification the dog has had no further incidents of behavior that would make it a dangerous dog;
ii. For two years from the date of classification there have been no violations of the regulations imposed;
iii. The dog owner has obtained a certificate of satisfactory completion of obedience training for the classified dog.

b. Appeal of Declassification Denial. A dog owner may appeal to a Hearings Officer the denial of a request to declassify a dangerous dog by delivering a written request for appeal to Dog Services within seven (7) days of the mailing date of the County's written notice denying declassification.
i. The County's written denial shall include information on how the dog owner may appeal the denial.
ii. On appeal the Hearings Officer shall determine whether the dog meets the criteria for declassification and shall either uphold the County's denial or order declassification.

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

5.01.060 Impoundment; Release; Adoption

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

B. Impound Holding Periods. Unless otherwise provided in this chapter, dogs impounded will be held for the following minimum time periods, unless sooner reclaimed by their owner:
1. Dogs not wearing a license tag shall be held for at least three consecutive days, not including the day of impoundment.
2. Dogs wearing a license tag shall be held for at least five consecutive days, from the date of notification of impoundment. If notification is by mail, the date of mailing shall be considered the date of notification.

C. Release of Impounded Dogs; Conditional Release.

1. Release.

a. Release Prohibited. Unless otherwise ordered by a Hearings Officer or court of competent jurisdiction, an impounded dog may not be released until final disposition of any violation alleging that the dog has killed a person, or when a dog is pending classification or has been classified as a dangerous dog.

b. Release Permitted. Unless prohibited by this chapter prior to final disposition of a violation or pending appeal, an impounded dog may be released subject to release conditions in subsection 5.01.060(C)(2)(a) and upon posting security in the amount equal to 50% of the base fine for each violation and payment of fees and costs owed to date including prior outstanding balances, except upon showing of good cause.

2. Conditional Release.

a. Conditions. As permitted by this chapter pending final disposition of a violation or appeal, the County or Hearings Officer may conditionally release an impounded dog to its owner and may impose any of the following release conditions, including but not limited to a requirement that the dog owner:

i. Obtain and provide proof of a rabies vaccination within a designated time;

ii. Provide proof of license within a designated time;

iii. Restrain the dog on the dog owner's property by means of a secure enclosure;

iv. Control the dog on a leash that is no longer than six (6) feet, and at all times handled by an adult who is able to control the dog;

v. Muzzle the dog at all times when off the dog owner's property;

vi. Obtain veterinary care for the dog within a designated time;

vii. Comply with minimum care standards consistent with this chapter;

viii. Keep the dog indoors during certain hours.

b. Revocation of Conditional Release; Violation; Security Forfeited.

i. Revocation. Upon reasonable ground to believe that a release condition has been violated the County may revoke release, and apprehend and impound the subject dog pending final disposition of the underlying violation or appeal.

ii. Violation. At the time of revocation the dog owner shall be cited for failure to follow condition(s) of release. A hearing on revocation may be made in accordance with section 5.01.070 of this chapter and consolidated with a hearing on the underlying violation(s).

iii. Security Forfeited. The security amount posted on conditional release shall be forfeited upon a finding that one or more conditions of release were violated or if no timely hearing is requested.

3. If a dog owner has been cited for a violation(s) of this chapter, and a Hearings Officer finds that no violation(s) occurred, then impoundment and board fees shall not be assessed until the first business day after notice of the Hearings Officer's Final Order.

4. An owner must reclaim a dog within five (5) business days after notice of a Hearings Officer's Final Order unless otherwise ordered or unless stayed by a court of competent jurisdiction.

D. Failure to Reclaim.
   1. If an owner fails to reclaim a dog as provided in this chapter the dog will be deemed abandoned and shall become the property of the County without compensation paid to the owner.
   2. An owner that fails to reclaim a dog will be civilly liable to the County for all penalties, fines, fees, costs and expenses authorized by this chapter, which may be collected in the same manner as any other debt allowed by law.

E. Diseased or Injured Dog. A dog owner shall be liable to the County for costs paid for medical treatment during impoundment. If the County determines a dog is seriously injured or seriously ill or its health condition causes a threat to public health or safety, the dog may be immediately euthanized without compensation paid to the owner.

F. Release for Adoption.
   1. Fees. Adoption fees will be assessed consistent with this chapter.
   2. Standards. The Dog Services Manager shall have the authority to develop and enforce adoption policies and procedures.

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

5.01.070 Citation; Complaint; Hearing Process

A. Issuance of Citation.
   1. Any Dog Services Officer or peace officer may issue and serve a dog owner with a citation when there are reasonable grounds to believe the owner or dog has committed a violation of this chapter. The citation shall serve as the County's complaint.
   2. A citation shall be served by personal service or by certified mail with return receipt requested, no later than six (6) months from the date the alleged violation occurred. When mailed the date of mailing shall be considered the date of service. The failure of any person to receive notice properly given shall not invalidate or otherwise affect proceedings under this chapter.

B. Form of Citation.
   1. The citation shall include:
      a. The name and address of the person cited;
      b. The date(s) the alleged violation(s) occurred;
      c. The number and title of the chapter section(s) violated;
      d. A description of the dog(s) involved;
      e. The base fine, to be equal to the minimum fine, along with the maximum fine for each violation as authorized by this chapter;
      f. Whether appearance before a Hearings Officer is optional, or if mandatory the date, time and place at which the person is to appear;
      g. The procedure for the person to follow to admit the violation and pay the fine, or contest the citation and appear before a Hearings Officer;
      h. A statement that if the person fails to pay the fine within the time allowed, or fails to appear before the Hearings Officer when required, then the person shall have waived his/her right to contest the citation and the Hearings Officer may enter a judgment against the person for an amount

up to the maximum fine, in addition to any fees, costs or expenses, conditions or restrictions authorized by this chapter;

i. A statement that when appearance before a Hearings Officer is mandatory the person cannot pay the fine in lieu of appearance.

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

C. Response to Citation

1. Unless an appearance before a Hearings Officer is mandatory, a dog owner who has received a citation may respond by:
   a. Appearing personally before the Hearings Officer on the cited appearance date and either admit or deny the violation; or
   b. Prior to the appearance date return a signed copy of the citation to Dog Services admitting the violation, along with a check or money order payable to Clackamas County for the total base fine amount. Admission and payment does not relieve the dog owner of the requirement to correct the violation; or
   c. Prior to the appearance date, return a signed copy of the citation to Dog Services denying the violation and requesting a hearing. Dog Services will set a time and place for the hearing and notify the Hearings Officer, and dog owner.

2. Mandatory Appearance. Personal appearance before a Hearings Officer at the time and place indicated on the citation shall be mandatory:
   a. When a dog owner has received a citation three (3) times or more within a twelve (12) month period or the issuing officer has determined the appearance should be mandatory;
   b. For violation of Failure to Surrender a Dog;
   c. For violation of Interfering with a County employee or Peace Officer;
   d. For violation of Providing False Information to a County employee or Peace Officer;
   e. For violation of Failure to Comply with Conditions of Quarantine;
   f. For violation of Failure to Comply with any Fine, Fee, Cost, Expense, Condition or Restriction authorized by this chapter;
   g. For violation of Dog as a Public Nuisance when a dog kills a person, domestic animal, or livestock;
   h. For violation of Failure to Comply with the Requirements of Keeping a Dangerous Dog.
   i. For failure to reclaim an impounded dog.
   j. For failure to meet minimum care standards.

3. Failure to Respond to Citation. If a person cited fails to respond to a citation as required by this chapter then the person shall be deemed to have waived his/her right to contest the citation. Following proof of sufficient evidence that the person has committed the cited violation(s) the Hearings Officer may

enter a Final Order against the person for an amount up to the maximum fine, in addition to any applicable fees, costs or expenses, and any other imposition consistent with this chapter. A copy of the Final Order shall be sent to the person cited by regular mail.

D. Hearing Process.

1. Informal Disposition. The County and dog owner may agree to an informal and final disposition of any violation before a Hearings Officer issues a Final Order.
2. Burden of Proof. The burden will be on the County to prove that the violation occurred by a preponderance of the evidence.
3. Testimony of Witnesses and Parties. The Hearings Officer shall have the authority to administer oaths or affirmations and take testimony of and question witnesses and parties. Parties may offer witness testimony on their own behalf. Written testimony must be submitted by sworn affidavit and may be admitted into the record subject to exclusion by the Hearings Officer and objections by the opposing party.
4. Cross-Examination of Witnesses. The person cited and attorneys may examine or cross-examine witnesses.
5. Evidence. Reliable and relevant evidence shall be admitted subject to the rules of privilege recognized by law. The burden of presenting evidence to support a fact or position shall be on the offering party. The Hearings Officer may establish procedures for the presentation of evidence to ensure that the hearing record reflects a full and fair inquiry into the facts necessary to determine the matter alleged. The Hearings Officer shall have the discretion to exclude any material or testimony that is accumulative, repetitious, irrelevant or immaterial.
6. Objections. Objections to admission of evidence shall be noted in the record and will be considered with respect to the weight to be given the particular evidence offered. The Hearings Officer shall have the discretion to admit or exclude any evidence presented and may reserve the ruling on the admissibility or exclusion of evidence until the time the Final Order is issued.
7. Subpoenas. The Hearings Officer may issue subpoenas to parties when a request is supported by a showing of general relevance and reasonable scope of the evidence sought. Witnesses appearing pursuant to subpoena, other than the parties, peace officers or employees of the County, shall be paid the same witness fees and mileage as allowed in civil cases from the party requesting the subpoena to be paid at the time the subpoena is issued. The party requesting the subpoena will be responsible for its service in accordance with the Oregon Rules of Civil Procedure.
8. Representation. The person cited may represent him/herself or may be represented by counsel at personal expense. The County may be represented at the hearing by any employee of the County. If the employee is not an attorney, the employee shall not present legal argument, examine or cross-examine witnesses, present rebuttal evidence or give legal advice to the Hearings Officer conducting the hearing.
9. Record. A verbatim written or mechanical record shall be made of all hearings. The record may be transcribed at the request of a party upon payment in advance of the cost of transcription.

10. Final Order. At the conclusion of the hearing the Hearings Officer shall issue a Final Order based upon reliable, relevant and substantial evidence which shall be the County's final determination. A Final Order shall be effective on the date that it is issued unless otherwise provided by the Hearings Officer. The order may be oral or written, but in all cases must be recorded in the record of the proceeding. The Hearings Officer may impose fines, fees, costs, expenses, conditions or restrictions and any other imposition authorized by this Chapter. Monetary obligations are due and payable on the effective date of the Final Order unless otherwise provided.
11. Judicial Review. Review of a Final Order of the Hearings Officer may be made by any party by writ of review as provided in ORS 34.010-34.100.
12. Enforcement of Final Order. The County may maintain civil proceedings in law or equity in a court of competent jurisdiction to enforce any provision of a Hearings Officer's Final Order.

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

5.01.080 Penalties

A. Fines, Fees, Costs; Expenses.
   1. Upon a finding that a dog owner has violated this chapter, a Hearings Officer may impose fines, fees, costs and expenses, which shall become a debt owing to Clackamas County and may be collected in the same manner as any other debt allowed by law. If fines, fees, costs or expenses are not paid within sixty (60) days after payment is ordered, the County may file and record the Final Order for payment in the County Clerk Lien Record as authorized by ORS 30.460.
   2. If the Hearings Officer finds that the alleged violation did not occur, the County shall reimburse the dog owner for any fines, fees, costs and expenses previously paid by the owner for the alleged violation.
   3. The Hearings Officer may order payment of the County's attorney fees and prosecution costs to include staff time for any violation of this Chapter.

B. Conditions and Restrictions; Restitution; Euthanasia.
   1. Upon a finding by the Hearings Officer that a dog owner has violated a provision of this chapter, in addition to and not in lieu of any fine, fee, cost or expense, the Hearings Officer may impose restitution, euthanasia, and reasonable conditions and restrictions, including but not limited to:
      a. Suspend the owner's right to own or keep any dog in Clackamas County for a period not to exceed five (5) years;
      b. Upon sufficient proof order restitution to any person who has suffered actual monetary loss as a result of a violation of this chapter, including but not limited to expenses incurred for veterinarian care, burial and memorial expenses, repair or replacement of damaged property, or medical bills;
      c. Require the owner to spay or neuter the dog;
      d. Require the owner to remove the dog to a location where the dog does not present a threat to persons, domestic animals, or livestock;
      e. Require the owner to surrender the dog to the County;
      f. After consideration of the factors set forth in ORS 609.093, require euthanasia when a dog has bitten or killed a person, domestic animal, or

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

g. Require that the owner comply with any other condition or restriction reasonably designed to abate any future violation of this chapter;

h. Require that the owner obtain microchip identification for the dog;

i. Require the owner to reduce the number of dogs on the owner's premises.

2. Any condition or restriction imposed by a Hearings Officer must be complied with immediately unless otherwise ordered. The County may request that an owner provide proof of compliance by a date certain. If proof is not provided, or proof is insufficient, then a rebuttable presumption will exist that the owner has failed to comply and the owner may be cited for the violation of Failure to Comply in accordance with this chapter.

3. An owner shall be responsible for all costs incurred in complying with any condition or restriction imposed.

4. Upon a finding that an owner is guilty of a violation set forth in this chapter, regarding the same dog for the third time in a twelve (12) month period, the Hearings Officer may order that the owner surrender the dog to the County, without compensation paid to the owner.

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

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

5.01.090 Authority of Dog Services Manager

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

A. Collect fines, fees, costs and expenses.

B. Authorize an owner to keep a licensed dog that has been impounded and quarantined, at the premises of the owner during the period of quarantine.

C. Declassify a dog as dangerous in accordance with the provisions of this chapter.

D. Request the assistance of local law enforcement officials to obtain and execute a warrant authorized under state law and this chapter for the search and seizure of property.

E. Require a dog owner to provide proof of compliance with a Hearings Officer's Final Order.

F. Inspect premises of a dog owner to ensure compliance with this chapter;

G. Develop and enforce policy, procedures, and standards to ensure the effective administration of this chapter.

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

5.01.100 Severability

If any clause, section or provision of this chapter is declared unconstitutional or invalid for any reason or cause, the remaining portion of this chapter shall remain in full force and effect and be valid as if the invalid portion had not been incorporated herein.
[Added by Ord. 01-2004, 4/8/04; Amended by Ord. 05-2010, 7/1/10]

5.01.120 Enforcement of Other Laws

A. Enforcement of Dogs. Pursuant to ORS 203.035; 153.030; 609.015 and ORS 609.135, this chapter supersedes enforcement in the County of the following state statutes regarding control of dogs: ORS 609.030 and 609.035 to 609.110; 609.155; 609.158; 609.165; 609.170; 609.180; 609.190.

B. Enforcement of Rabies Control. Rabies control shall be enforced by the Clackamas County Health Officer in cooperation with the Dog Services Manager in accordance with the provisions of ORS 433.340 through 433.390.

C. Enforcement of Violations Involving Livestock. When a dog is determined to be a Public Nuisance under this chapter for menacing, biting, injuring or killing livestock, in addition to all other provisions and regulations of this chapter the following state statutes apply: ORS 609.125; 609.156; 609.161; 609.162; 609.163; 609.167; 609.168.

D. Enforcement of Possession of Dogs. The number of dogs possessed by a person shall be limited as provided in ORS 167.374. In addition to all other provisions and regulations of this chapter, ORS 167.374 shall apply.

E. Other Laws Apply. Except as expressly provided in this chapter, this chapter shall in no way be a substitute for or eliminate the necessity of conforming with any and all state and federal laws, rules and regulations, and other ordinances which relate to the requirements provided in this chapter.

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

5

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

July 12, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #2 with the City of Molalla/Molalla Adult Center to Provide Social Services for Clackamas County Residents

The Social Services Division of the Health, Housing, & Human Services department requests the approval of Intergovernmental Agreement Amendment #2 with the City of Molalla/Molalla Adult Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

This agreement provides services funded by Older Americans Act in the Molalla area. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community.

This amendment increases the agreement amount by $106,189; to a total of $205,442. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013.

Recommendation

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

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Contract Amendment
Health, Housing and Human Services

DHS Contract Number: SSD-30-11/12 Board Order Number: 070711-A2

Division: Social Services Amendment Number 3

Contractor: City Oregon City/Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Termination Date

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013. This results in a net increase to the contract budget of $107,501.

I. AMEND: SCOPE OF SERVICES

D. Services required under the terms of this agreement shall commence July 1, 2011. This agreement shall terminate June 30, 2012

TO READ:

D. Services required under the terms of this agreement shall commence July 1, 2012. This agreement shall terminate June 30, 2013

II. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto The maximum compensation allowed under this contract is $27,139 in Older Americans Act III-B funds, $10,024 in Older Americans Act III-C funds, $1,517 in Older Americans Act III-D funds, $39,986 in SPD Medicaid funds for Medicaid client Home Delivered meals, $(3,431) in NSIP funds, $18,117 in Ride Connection funds for in-district rides, $5,978 in STF/Ride Connection funds for out of district rides, $4,980 in Tri-Met funds for waivered non-medical transportation match, $8,460 of Medicaid funds for waivered client non-medical transportation services, and $540 in LIEAP funds for a total net compensation of $113,309.

TO READ:

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto The maximum compensation allowed under this contract is $27,139 in Older Americans Act III-B funds, $8,433 in Older Americans Act III-C funds, $1,517 in Older Americans Act III-D funds, $39,330 in SPD Medicaid funds for Medicaid client Home Delivered meals, $(3,375) in NSIP funds, $18,117 in Ride Connection funds for in-district rides, $2,900 in STF/Ride Connection funds for out of district rides, $4,980 in Tri-Met funds for waivered non-medical transportation match, $8,460 of Medicaid funds for waivered client non-medical transportation services, and $0 in LIEAP funds for a total net compensation of $107,501.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 – Unit Cost Schedule

Amend

1. Unit Cost Schedule

City of Oregon City - Pioneer Community Center

Fiscal Year 2011-2012

Service Category	LIEAP Funds (1)	OAA IIIB Funds (2)	OAA IIIC Funds (3)	OAA IIID Funds (4)	OAA IIIE Funds (5)	OAA Match (6)	NSIP Funds (7)	Ride Con Funds (8)	STF Funds (9)	Medicaid Funds (10)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)
LIEAP Intakes	540											83	540
Case Management		5,099				567						129.5 hrs	5,666
Reassurance		4,077										102	4,077
Information & Assistance		3,666				408						127	4,074
Transportation - OAA		14,297				1,590					2,383	4,766	18,270
Physical Activity/ Falls Prevention				812		0						41	812
Preventative Screening, Counseling, & Referrals				705		0						18	705
Family Caregiver Assist.					0	0						0	0
OAA Meal Site Management			16,740			1,861					29,760	37,200	48,361
Medicaid HDM - SPD			(6,716)			(747)	(3,431)			43,646	(3,660)	4,575	29,091
Transportation - Ride Con In District								18,117			1,208	2,416	19,325
Transportation - Ride Con Out-of Dist									5,978		399	797	6,377
Transport - non-med T19									4,980	8,460		960	13,440
TOTALS	540	27,139	10,024	1,517	0	3,679	(3,431)	18,117	10,958	52,106	30,089		150,737

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)
Access Services Reimbursement Rate (1 + 2 + 4 + 5 + 8 + 9 + 10 + 12 / 14 = 16)

Source of OAA Match - City of Oregon City - building utilities and maintenance.

Contract Amount: $ 113,309

To Read

1. Unit Cost Schedule

City of Oregon City - Pioneer Community Center

Fiscal Year 2012-13

Service Category	LIEAP Funds (1)	OAA IIIB Funds (2)	OAA IIIC Funds (3)	OAA IIID Funds (4)	OAA IIIE Funds (5)	OAA Match (6)	NSIP Funds (7)	Ride Con Funds (8)	STF Funds (9)	Medicaid Funds (10)	Program Income (13)	NO. OF UNITS (14)	TOTAL COST (15)
LIEAP Intakes	540											83	540
Case Management		5,099				567						129.5 hrs	5,666
Reassurance		4,077										102	4,077
Information & Assistance		3,666				408						127	4,074
Transportation - OAA		14,297				1,590					2,383	4,766	18,270
Physical Activity/ Falls Prevention				812		0						41	812
Preventative Screening, Counseling, & Referrals				705		0						18	705
Family Caregiver Assist.					0	0						0	0
OAA Meal Site Management			15,413			1,714					27,400	34,250	44,526
Medicaid HDM - SPD			(6,980)			(776)	(3,375)			42,930	(3,600)	4,500	28,199
Transportation - Ride Con In District								18,117			1,208	2,416	19,325
Transportation - Ride Con Out-of Dist									2,900		193	387	3,093
Transport - non-med T19									4,980	8,460		960	13,440
TOTALS	0	27,139	8,433	1,517	0	3,502	(3,375)	18,117	7,880	51,390	27,584		142,727

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 + 13 = 15)
Access Services Reimbursement Rate (1 + 2 + 4 + 5 + 8 + 9 + 10 + 12 / 14 = 16)

Source of OAA Match - City of Oregon City - building utilities and maintenance.

Contract Amount: $ 107,501

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

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

AGENCY	CLACKAMAS COUNTY
CITY OF OREGON CITY PIONEER COMMUNITY CENTER X David W. Frasher By: David Frasher City Manager 6-21-12 Date 320 Warner Milne Road Street Address Oregon City, OR 97045 City/Zip (503) 657-0891 (503) 657-9851 Phone Fax 93-6002230 Tax ID Number	Commissioner Charlotte Lehan, Chair Commissioner Jim Bernard Commissioner Jamie Damon Commissioner Ann Lininger Commissioner Paul Savas Signing on Behalf of the Board Cindy Becker, Director Health, Housing & Human Services Date

6

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

July 12, 2012

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Amendment #3 with the City of Oregon City/Pioneer Community Center to Provide Social Services For Clackamas County Residents age 60 and Over

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of an Intergovernmental Agreement Amendment #3 with the City of Oregon City/Pioneer Community Center to provide social services to Clackamas County residents age 60 and over. This is a budget adjustment. This amendment provides funding for services during FY12/13 and changes the service dates for this funding to July 1, 2012 through June 30, 2013.

This agreement provides services funded by Older Americans Act in the Oregon City and West Linn areas. The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This enables them to remain independent and interactive in the community for as long as possible.

This amendment increases the agreement amount by $107,501; to a total of $220,810. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The agreement begins July 1, 2011 and continues through June 30, 2013.

RECOMMENDATION:

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

Respectfully submitted,

Cindy Becker
Director

For information on this issue or copies of attachments
Please contact Brenda Durbin, # 503-655-8641

Contract Amendment
Health, Housing and Human Services

DHS Contract Number SSD-35-11/12 Board Agenda Number 071411-A1

Division Social Services Amendment Number 2

Contractor City of Molalla / Molalla Adult Community Center

Amendment Requested By Brenda Durbin, CCSS Director

Changes: (X) Contract Budget & Termination Date

Justification for Amendment:

This is a budget adjustment adding FY 12/13 funding and extending the termination date to June 30 2013 . This results in a net increase to the contract budget of $106,514.

I. AMEND: SCOPE OF SERVICES

D. Services required under the terms of this agreement shall commence July 1, 2011. This agreement shall terminate June 30, 2012

TO READ:

D. Services required under the terms of this agreement shall commence July 1, 2012. This agreement shall terminate June 30, 2013

II. AMEND: COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is $15,748 in Older Americans Act III-B funds, $8,058 in Older Americans Act III-C funds, $1,560 in Older Americans Act III-D funds, $17,804 in SPD Medicaid funds for Medicaid client Home Delivered meals, $1,744 in NSIP funds, $18,023 in STF/Ride Connection funds for out of district rides, $1,037 in STF/Tri-Met funds for waivered transportation match; $33,192 of Special Transportation Formula funds, and $1,763 of Medicaid funds for Medicaid client non-medical transportation services, and $325 LIEAP funds; for a total net compensation of $99,253.

TO READ:

B. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 3 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is $15,748 in Older Americans Act III-B funds, $8,096 in Older Americans Act III-C funds, $1,560 in Older Americans Act III-D funds, $17,804 in SPD Medicaid funds for Medicaid client Home Delivered meals, $1,744 in NSIP funds, $19,826 in STF/Ride Connection funds for out of district rides, $1,814 in STF/Tri-Met funds for waivered transportation match; $36,512 of Special Transportation Formula funds, and $3,085 of Medicaid funds for Medicaid client non-medical transportation services, and $0 LIEAP funds; for a total net compensation of $106,189.

AMEND: Page 2 - Unit Cost Schedule

TO READ: Page 3 – Unit Cost Schedule

Amend:

1. UNIT COST SCHEDULE

CITY OF MOLALLA - MOLALLA SENIOR CENTER

Fiscal Year 2011-12

Service Category	LIEAP Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	STF Funds (7)	NSIP Funds (8)	Medicaid Funds (9)	P.I. (If applicable) (12)	NO. OF UNITS (13)	TOTAL COST (14)	Reimburse-ment Rate (15)
Case Management		3,704				412					141.5 Hrs	$4,116	$26.18
Reassurance		2,899				322					93	$3,221	$31.23
Information & Assistance		1,085				121					81	$1,206	$13.44
PublicOutreach		300				33					6	$333	$50.00
Transportation - OAA III-B		7,760				863				776	1,552	$9,399	$5.00
OAA - Meal Site Mgmt			5,329			593				17,640	18,375	$23,561	$1.25
OAA - Site Prepared Meals			5,775			642		3,300			5,500	9,717	$1.65
SPD Medicaid HDMs			(3,046)			(339)		(1,556)	19,796	(1,992)	2,075	$12,862	$6.36
Programs				834		93					42	$927	$20.00
Preventive Screening, Counseling, and Referrals				726		81					18	$807	$40.00
Family Caregiver Assist.						0					0	$0	$31.25
Transport - Ride Con Out of Dist.							18,023			1,202	2,403	$19,225	$7.50
Non Medical Medicaid Rides							1,037		1,763		200	$2,800	$14.00
Special Tran. Formula-TAXI							5,750				137	$5,750	$41.97
Special Tran. Formula-VAN							27,442			963	1,926	$28,405	$14.25
LIEAP Intakes	325										50	$325.00	$6.50
TOTALS	325	$15,748	$8,058	$1,560	$0	$2,821	$52,252	$1,744	$21,558	$18,589		$122,654	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 = 14)

Reimbursement Rate - all services but meal site mngt., HDMs & non-medical T19 rides (1 + 2 + 4 + 5 + 7 + 11 / 13 = 15)
Reimbursement Rate - meal site management & Medicaid HDMs (3 + 9 + 10 / 13 = 15)
Reimbursement Rate - Non-Medical Medicaid Rides (7 + 9 / 13 = 15)

Source of OAA Title III-B, III-C, III D and III-E Match - City of Molalla additional support staff

Contract Amount: $99,253

To Read:

1. UNIT COST SCHEDULE

CITY OF MOLALLA - MOLALLA SENIOR CENTER

Fiscal Year 2012-13

Service Category	LIEAP Funds (1)	OAA III B Funds (2)	OAA III C Funds (3)	OAA III D Funds (4)	OAA III E Funds (5)	OAA Match (6)	STF Funds (7)	NSIP Funds (8)	Medicaid Funds (9)	P.I. (If applicable) (12)	NO. OF UNITS (13)	TOTAL COST (14)	Reimburse-ment Rate (15)
Case Management		3,704				412					141.5 Hrs	$4,116	$26.18
Reassurance		2,899				322					93	$3,221	$31.23
Information & Assistance		1,085				121					81	$1,206	$13.44
PublicOutreach		300				33					6	$333	$50.00
Transportation - OAA III-B		7,760				863				776	1,552	$9,399	$5.00
OAA - Meal Site Mgmt			5,539			616				18,336	19,100	$24,491	$1.25
OAA - Site Prepared Meals			5,775			642		3,300			5,500	9,717	$1.65
SPD Medicaid HDMs			(3,218)			(358)		(1,556)	19,796	(1,992)	2,075	$12,671	$6.28
Physical Activity/Falls Prevention Programs				834		93					42	$927	$20.00
Preventive Screening, Counseling, and Referrals				726		81					18	$807	$40.00
Family Caregiver Assist.						0					0	$0	$31.25
Transport - Ride Con Out of Dist.							19,826			1,202	2,403	$21,028	$8.25
Non Medical Medicaid Rides							1,815		3,085		350	$4,900	$14.00
Special Tran. Formula-TAXI							6,608				137	$6,608	$48.23
Special Tran. Formula-VAN							29,904			963	1,926	$30,867	$15.53
LIEAP Intakes	0										50	$0.00	$6.50
TOTALS	0	$15,748	$8,096	$1,560	$0	$2,825	$58,153	$1,744	$22,880	$19,285		$130,290	

Total Cost Equals (1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9 + 10 + 11 + 12 = 14)

Reimbursement Rate - all services but meal site mngt., HDMs & non-medical T19 rides (1 + 2 + 4 + 5 + 7 + 11 / 13 = 15)
Reimbursement Rate - meal site management & Medicaid HDMs (3 + 9 + 10 / 13 = 15)
Reimbursement Rate - Non-Medical Medicaid Rides (7 + 9 / 13 = 15)

Source of OAA Title III-B, III-C, III D and III-E Match - City of Molalla additional support staff

Contract Amount: $106,189

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

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

AGENCY	CLACKAMAS COUNTY
CITY OF MOLALLA MOLALLA ADULT COMMUNITY CENTER	Chair: Charlotte Lehan Commissioner: Jim Bernard Commissioner: Jamie Damon Commissioner: Ann Lininger Commissioner: Paul Savas
By: Ellen Barnes City Manager	Signing on Behalf of the Board
6/21/2012 Date	
315 Kennel Street Street Address	Cindy Becker, Director Health, Housing, and Human Services
Molalla, OR 97038 City/Zip	
(503) 829-4214 (503) 829-2445 Phone Fax	Date
93-6002213 Tax ID Number	

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

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Cindy Becker, *Director*

July 12, 2012

Board of County Commissioners
Clackamas County, Oregon

Members of the Board:

Approval of an Intergovernmental Agreement between the Community Development Division and the City of Wilsonville for building improvements to the Wilsonville Senior Center Kitchen

The Community Development Division of the Health, Housing Human Services Department requests approval of an Intergovernmental Agreement with the City of Wilsonville for a building improvements project that will provide for the construction of renovations at the Wilsonville Senior Center Kitchen located at 7965 SW Wilsonville Road in Wilsonville. The renovations will include replacing in-efficient kitchen equipment, restructuring the food preparation area, adding a 400 square foot storage area for dry goods, a cooler and a walk-in freezer.

Financial Impact:	City of Wilsonville	$ 100,000
	CDBG Funds (grant).....	$ 235,000
	Total Project Budget:	$ 335,000

No County General Fund dollars are involved. The Agreement was reviewed and approved by County Counsel on May 17, 2012.

Recommendation:

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

Respectfully submitted,

Cindy Becker
Director

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

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN RESOURCES COMMUNITY DEVELOPMENT DIVISION

AND

THE CITY OF WILSONVILLE

I. Purpose

A. This Agreement is entered into between Clackamas County, acting by and through its Community Development Division (COUNTY) and the City of Wilsonville (CITY) for the cooperation of units of local government under the authority of ORS 190.010.

B. This Agreement provides for the design and construction of expansion and renovations at the Wilsonville Senior Center Kitchen located at 7965 SW Wilsonville Road in Wilsonville. These improvements are herein referred to as the PROJECT.

C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant (CDBG) funds as a Low-Mod Limited Clientele Activity – Presumed Benefit.

II. Scope of Responsibilities

A. Under this Agreement the responsibilities of the CITY shall be as follows:

1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.

2. The CITY shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

3. The CITY shall provide Architecting services for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:

   a. The CITY shall hire a registered professional Architect (herein after referred to as Architect) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight.

   b. The CITY shall require the Architect to maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than $500,000 combined single limit per occurrence/$1,000,000 general annual aggregate for personal injury and property damage for the protection of the County, its officers, commissioners and employees against

E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.

F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

G. 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, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

H. Debt Limitation. 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 law are deemed inoperative to that extent. Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds from HUD for this project and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved by HUD for this project.

I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.

J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination of the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246;

and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.

M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).

R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under DISTRICT'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of $25,000 shall ensure said real property is either:

1. Used to meet one of the National Objectives in CFR 570.208 for the term of this Agreement; or

2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

A. This Agreement becomes effective when it is signed by both Parties.

B. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years after completion of the PROJECT.

C. This Agreement may be suspended or terminated prior to the expiration of its term by:

1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured, or;
2. Written notice provided by the COUNTY in accordance with 24 CFR 85.43, included as Attachment D, resulting from material failure by the CITY to comply with any term of this Agreement, or;
3. Mutual agreement by the COUNTY and CITY in accordance with 24 CFR 85.44.

D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

THE CITY OF WILSONVILLE

Jeanna Fuva
Assistant City Manager

June 27, 2012
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board.

Cindy Becker, Director
Health, Housing & Human Services

Date

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL MEASURES REPORT

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: Senior Center Kitchen Renovation Project – Wilsonville

The Senior Center Renovation Project is a Low-Mod Limited Clientele Activity – Presumed Benefit. The performance measure will be the number of seniors accessing the senior center for nutrition, services and activities.

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Choose all that apply:

# of persons _____with new access this Public Facility or Infrastructure Improvement

# of persons _____with improved access to Public Facility or Infrastructure Improvement

#of persons _____ with access to this type of Public Facility or Infrastructure Improvement that is No Longer Substandard. Total Number of persons assisted: _____

_____ _____

Signature Date

_____

Organization

ATTACHMENT B

CDBG Project Matching Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for your ESG projects:

2012-13 CDBG Funds	$235,000

SOURCES OF LOCAL MATCH: Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
Capital Improvement Budget (8085)	$ 70,000
Capital Improvement Budget (8092)	$ 45,000
	$
	$
	$
	$

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
	$
	$
	$
	$
	$

Private (including recipient) Funding	
Fund Raising/Cash	$ 10,000
Loans	$
Building Value or Lease	$
Donated Goods	$
New Staff Salaries	$
Volunteers ($5/hr)	$
Volunteer Medical/Legal	$
Other	$

Prepared By:(Print name)

Signature Date

ATTACHMENT C

Change of Use

Excerpt from 24 CFR Part 570

570.505 Use of real property.

The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of $25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either;

(1) The new use of such property qualifies as meeting one of the national objectives in **570.208 (formerly 570.901)** and is not a building for the general conduct of government; or

(2) The requirements and paragraph (b) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

(c) If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in 570.504**(b) (4) or (5)**, as applicable, shall apply to the use of funds reimbursed.

(d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.

ATTACHMENT D

Excerpt from 24 CFR Part 85

§85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,

(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,

(4) Withhold further awards for the program, or

(5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

§85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

July 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 6 to the Intergovernmental Agreement (IGA) with the State of Oregon, Department of Human Services (DHS), for the Operation of the JOBS Program

Community Solutions for Clackamas County (CSCC) a division of the Health, Housing and Human Services Department requests the approval of Amendment No. 6 to IGA #129315 with the State of Oregon DHS-Children, Adults and Families. Approval will continue the Job Opportunity and Basic Skills (JOBS) program in the County.

CSCC will continue responsibility for service management to DHS referred clientele. Contract requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contact services are to assist adult clients with employment placement.

The agreement provides $545,170. Additional revenue for FY 12/13 for a new current maximum sum of $3,143,704.59 This agreement is effective July 1, 2012 and terminates on June 30, 2013. No County General Funds are involved. County Counsel last reviewed and approved the last amendment in July 2009.

Recommendation

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

Respectfully submitted,

Cindy Becker
Director

For more information on this issue or additional copies, please contact Lori Mack at (503) 655-8843

DHS
Oregon Department
of Human Services

Agreement Number 129315

Amendment to
State of Oregon
Intergovernmental Agreement

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to *dhsalt@state.or.us* or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is Amendment Number **6** to Agreement Number **129315** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "**DHS**" and...

Clackamas County
d.b.a. Community Solutions for Clackamas County
112 11th Street
Oregon City, OR 97045
Phone number: 503 655-9943
Fax number: 503 655-8841
Email: mautho@co.clackamas.or.us
District 15

...hereinafter referred to as "**Agency**."

1. This Amendment shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by Department of Justice.

2. The Agreement is hereby amended as follows:

   a. The entire Agreement is amended to update references to DHS program designation (name) as follows:

      "The parties acknowledge and agree that, effective April 1, 2012; all references to "Children, Adults and Families, Office of Self Sufficiency" shall mean "Self Sufficiency".

b. **Section 1, EFFECTIVE DATE AND DURATION**, is deleted in its entirety and replaced with the following:

"1. **EFFECTIVE DATE AND DURATION.** This Agreement shall become effective on July 2, 2009, regardless of when it is signed by all Parties. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **June 30, 2013**. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Agency that has not been cured."

c. **Section 5. "Consideration"** is amended to increase by the sum of $545,170.00 the current maximum sum of "$2,598,533.69." for a new maximum sum of **"$3,143,704.59"**.

d. **Section 8. "AGENCY DATA AND CERTIFICATION"**, is superseded and replaced in its entirety by Attachment 1 as attached hereto and incorporated herein the Agreement by this reference.

e. **EXHIBIT A, Part 1. "Statement of Work", "Attachment 1 - Service Components"** is superseded and replaced in its entirety by Attachment 2 as attached hereto and incorporated herein the Agreement by this reference.

f. **EXHIBIT A,, Part 3. "Payment and Financial Requirements",** is superseded and replaced in its entirety by Attachment 3 as attached hereto and incorporated herein the Agreement by this reference.

3. **Certification**

a. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

(1) The undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;

(2) The information shown in Agency Data and Certification, of original Agreement or as amended is Agency's true, accurate and correct information;

(3) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small

business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

(4) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: *http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf*;

(5) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: *http://www.epls.gov/*;

(6) Agency is not subject to backup withholding because:

(a) Agency is exempt from backup withholding;

(b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or

(c) The IRS has notified Agency that Agency is no longer subject to backup withholding.

b. Agency is required to provide its Federal Employer Identification Number (FEIN). By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.

c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. Agency certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **Signatures.**

AGENCY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County d.b.a. Community Solutions for Clackamas County (Agency)
By:

Authorized Signature	Title	Date

State of Oregon acting by and through its Department of Human Services (DHS)
By:

Authorized Signature	Title	Date

Approved for Legal Sufficiency:

Assistant Attorney General		Date

Office of Contracts and Procurement:

Phillip G. McCoy, OPBC, OCAC	Contract Specialist	Date

8. AGENCY DATA AND CERTIFICATION

a. Agency shall provide Agency's information set forth below.

Please print or type the following information

If Agency is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, Agency may so indicate by writing "Self-Insured" on the appropriate line(s).

Name (exactly as filed with the IRS): Clackamas County

Address: 112 11th St. Oregon City, OR 97045

E-mail address: LoriMac@co.Clackamas.OR.US

Telephone: (503) 655 - 8843 Facsimile: (503) 655 - 8841

Proof of Insurance:

Workers Compensation – Insurance Company: self insured

Policy #_____ Expiration Date: _____

The above information must be provided prior to Agreement approval. Agency shall provide proof of Insurance upon request by DHS.

b. Agency is required to provide their Federal Employer Identification Number (FEIN) to DHS. By Agency's signature on this Agreement, Agency hereby certifies that the FEIN provided to DHS true and accurate. If this information changes, Agency is also required to provide DHS with the new FEIN within 10 days.

EXHIBIT A
Part 2
Statement of Work
Attachment 1: Service Components

1. Overview.

a. Agency shall structure all services to aid in the movement of Participants to employment and self-sufficiency.

b. Services will be provided in a manner consistent with the JOBS Program guidelines outlined in the Family Services Manual and Oregon Administrative Rules.

c. Agency will provide services and materials in alternative languages, when required by DHS standards.

2. Standard Service Delivery

a. Agency will provide services to JOBS Participants on-site at WorkSource Clackamas Annex, 112 11th Street, Oregon City and at Oregon City and North Clackamas DHS offices, every week of the contract period, or fifty-two (52) weeks of the year.

b. Agency will provide services to JOBS Participants each week day other than holidays or furloughs observed by the state of Oregon, DHS.

c. Agency will conduct services during standard 8:00 AM to 5:00 PM business hours of office operation.

d. Agency will provide services to Participants referred by DHS within Clackamas County

e. Agency will actively work with DHS to load Participants into programs.

f. Agency will tailor services to meet the needs of Participants referred.

3. Participant Re-engagement Coordination

a. Agency will support DHS in the Participant re-engagement process by providing information about Participants' individual progress, helping to identify causes for participation issues and assisting DHS and Participant to find solutions that will encourage and support success for the Participant.

b. Contact Participants through telephone, voice mail, written notes, face-to-face contacts, and other electronic means.

c. Aid Participants with barrier removal.

d. Communicate re-engagement findings in a timely manner to DHS.

4. **Data Tracking.**

a. Monitoring attendance

b. Narrate in TRACS

c. Maintain records according to work verification procedures

5. **Meetings and Staffings.** Agency's staff that are providing management, supervision and direct services, to attend meetings and Participant's staffing as necessary for the management and provision of services.

6. **Reporting Requirements.** Monthly reports.

7. **Other Requirements.**

a. Agency will place 32 clients per month in job search and job placement.

b. Agency will have 20 clients per month participating in JOBS Plus sites.

c. Agency will complete 120 employability screenings per month.

d. Agency will participate in 12 employability staffings per month.

8. **Service Components.**

a. **Job Search** - Help Applicants and Participants access job openings and gain job readiness, job search, job interview, and job retention skills so that they can become employed.

i. Orientation and initial assessment of each Participant's employability.
ii. Ongoing assessment of each Participant's employability to identify and address issues that limit success for placement, retention, and wage enhancement.
iii. Job loss analysis
iv. Labor market test
v. Skills inventory testing
vi. Service coordination, mentoring and employment coaching.
vii. Job search class

b. **Job Placement.**

i. Job development for unsubsidized job sites
ii. Place Participants in unsubsidized job sites

c. **JOBS Plus** - enhances employability for Participants unlikely to be hired at their current skill level for their short-term job goal. JOBS Plus provides an incentive to Participants and employers by converting SNAP and TANF benefits into wages.

i. Develop JOBS Plus work sites with the desired outcome being unsubsidized employment
ii. Place Participants in JOBS Plus work sites
iii. Evaluate Participants progress

d. **Work Experience** - provides work experience and training for a specified period of time for participants who are unable to meet their short-term employment goal without this training.

i. Develop work experience sites
ii. Orientation to goals, duties and expectations.
iii. Provide work experience sites that will enhance employability through unpaid, short-term experience.
iv. Regular communication and follow-up with site staff
v. Provide Job Coaches to do home visits, barrier removal, community referrals and support.
vi. Evaluate Participants' progress

9. **Capacity Building Services.**

a. **Navigator Services** - Assist Participants in connecting to employment related services.

b. Agency collaborates with all DHS staff and contracted JOBS partners in coordination of Job Search and Placement Work activities.

i. Referral to One-stop services;
ii. Public accessible employment workshops
iii. Assistance with registration in "IMatch Skills®"
iv. Job orders
v. Career readiness certification testing
vi. Aid Participants in completing the "Initial Skills Review"
vii. Information and referral to workforce program services
viii. Provide weekly check in tracking with participant

ix. Aid Participants with progression through Service Levels
x. Enhanced job search skills
xi. One-on-one assistance with participants needing individualized assistance
xii. Responsible for setting up and tracking all appointments and group sessions for all Participants
xiii. Workshops with topics on skill building, information and referral sources and processes to enhance job readiness,

10. **Home Visitors** - Agency will make home visits to participants to assist with re-engagement.

a. Contact Participants through telephone, voice mail, written notes, face-to-face contacts and other electronic means.

b. Aid participants with barrier removal

c. Communicate home visit findings in a timely manner to DHS

d. Narrate into TRACS

EXHIBIT A
Part 3
Payment and Financial Requirements

1. Payment Provisions.

a. *Agency shall submit monthly,* **JOBS Services – Monthly Invoice** and a **Monthly JOBS Contract Performance** form to the District Management Office. The **JOBS Services – Monthly Invoice** and a **Monthly JOBS Contract Performance** form shall reach DHS not later than the forty-five (45) days following the invoiced service month.

b. Agency shall send a statement by the authorized controller or financial officer of the Agency certifying that the billing is true and accurate, and shall include financial documentation to support all invoice billing for Work. Agency shall send a copy of the monthly invoices and supporting documentation to the District Self-Sufficiency Manager.

c. Reimbursement.

i. Agency shall invoice DHS for actual costs only for the services provided during the month for which Agency is seeking reimbursement as follows, but not to exceed the maximum amount specified in Table 1. "Budget Summary" below.

ii. DHS reserves the right to review and approve all costs for which Agency requests reimbursement.

iii. The Agency shall not submit invoices for, and DHS will not pay any amount in excess of the maximum compensation amount as set forth elsewhere in this Contract.

iv. For the service year July 1, 2012 through June 30, 2013, the total budget is summarized as follows:

Table 1. Budget Summary

Administration Costs:	$48,651.90
Program Costs:	$486,591.00
Incentive Payment Costs:	$10,000.00
Total Budget:	**$545,170.90**

2. Payment for Work.

a. Agency shall provide any final billing invoice for expenditures not previously billed under the monthly invoices to DHS no later than sixty (60) days following either the close of the fiscal year or termination date, whichever comes first.

b. The final billing invoice will constitute Agency's full and final request for payment for Work. If an Agency Payment of invoices submitted past the due date are subject to the availability of program funding and may not be made without written justification from Agency and approval by DHS.

c. If requested by DHS, the Agency shall submit additional written documentation to support invoices. DHS may withhold payment for any specified item in an invoice until Agency provides documentation satisfactory to DHS.

d. For Agency to receive reimbursement for travel and related expenses, Agency shall submit to DHS, and DHS must approve, a travel reimbursement policy. DHS shall reimburse Agency for travel and related expenses only as provided in the approved policy. Agency will include the travel reimbursement policy in the Business Plan.

e. Should DHS or a federal Agency providing funding for this Agreement disallow (either by denial of the use of funds or any applicable matching credit) all or part of the cost of a Service, not in compliance with the conditions of this Agreement or the conditions of the funding, DHS shall have the right, in addition to all other remedies legally available, to require repayment from the Agency to DHS for all disallowed funds. Agency shall pay the amount of any such disallowance to DHS within fifteen (15) calendar days of the final determination of disallowance.

3. Payment for Performance Outcomes.

a. Service Allocations and Placement Incentives

i. The Service Component allocations for this Agreement are:

(a.) Job Search and Placement.....378
(b.) JOBS Plus slots filled 240

ii. Placement Incentives.

(a.) If Agency exceeds the number of Job Search, Placements and JOBS Plus Placements, they will receive an additional $10,000.00.
(b.) Review of Placements and JOBS Plus Placements will be done at the end of December 2012 and at the end of June 2013. If Agency has exceeded its target in either placement category, they will invoice for an additional $5,000.00 at the time of each review per category exceeded, to a possible maximum of $10,000.00 per review.
(c.) If requested by DHS, Agency shall submit additional written documentation to support invoicing.

b. Corrective Action and Performance Penalties.

i. If the Agency fails to fulfill the requirements of service delivery as described in the Agreement and the Business Plan, DHS will advise Agency in writing of any and all deficiencies pertaining to the quality and quantity of service deliverables being provided either directly or indirectly by the Agency. A corrective action plan will be jointly developed by the Agency and DHS which will include the time frame within which Agency must take corrective action(s), and within which the corrective action(s) must be shown to have accomplished the desired result of eliminating any and all deficiencies found by DHS in the quality and quantity of service deliverables being provided either directly or indirectly by the Agency. Performance will be assessed every six months.

ii. Agency shall, unless an emergency situation exists requiring immediate response, respond within ten (10) days to DHS in writing notifying DHS of the corrective action(s) to be taken by Agency and the time frame within which Agency shall take the corrective action(s). Failure by Agency to take the stated corrective action(s) or failure of the corrective action(s) to adequately remedy the noted deficiencies in the quality and quantity of the service deliverables, within DHS' required time frame, may result in termination of this Agreement.

iii. DHS may require a monetary repayment or disallowance of a previous quarters failure to meet the minimum of eighty (80%) percent of the contracted performance goals during those quarters. The monetary penalty will be equal to the percent of the performance level not met, below the eighty (80%) percent threshold.

iv. If DHS decides not to require a monetary repayment of disallowance of a previous quarter's failure to meet the minimum of eight (80) percent of the contracted performance goals DHS shall analyze the projected number of Participants to be served and the projected level of services less the previous quarter's repayment.

v. Should DHS refer fewer Participants to the Agency than Agency is required to serve under the performance measures set out in the Agreement and its exhibits, DHS will adjust the required performance expectations accordingly.

Health, Housing
& Human Services
CLACKAMAS COUNTY

Cindy Becker
Director

COPY

July 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Annual Renewal of an Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services

Community Solutions for Clackamas County (CSCC) a division of the Health, Housing & Human Services (H3S) Department, requests approval of an Annual Renewal of an intergovernmental agreement (IGA) between Workforce Investment Council of Clackamas County and CSCC for specialized work force services for residents of Clackamas County who may have severe and persistent mental illness; involvement with drug and alcohol court; have a criminal history, and/or are long term unemployed.

The agreement amount of $271,00 will provide for two full time Job Development Specialists, a 1.0 FTE Program Aide 1; support services and training funds for participants; and wage subsidies for employers to train our participants that face challenges to employment.

No County General Funds are involved. This agreement was previously approved by County counsel on May 27, 2010. This agreement is effective when signed by all parties and terminates on June 30, 2013.

Recommendation:

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

Respectfully submitted,

Cindy Becker
Director

For more information on this issue or additional copies of attachments,
Please contact Lori Mack at (505) 655-8843

PERFORMANCE CONTRACT #12-13-3
FOR EMPLOYMENT & TRAINING SERVICES
under the
WORKFORCE INVESTMENT ACT of 1998

This contract is authorized by the Workforce Investment Act of 1998 and is made and entered into between the Workforce Investment Council of Clackamas County (WICCO), an Oregon Nonprofit Corporation, that is exempt from income taxation under Internal Revenue Code Section 501(c)(3), and

Community Solutions for Clackamas County
112 11th Street
Oregon City, Oregon 97045

The purpose of this contract is to provide employment & workforce training services to Adult/Dislocated Workers in Clackamas County.

In consideration for the services to be provided by the Contractor for the period beginning **July 1, 2012 through June 30, 2013** the Contractor will be paid an amount up to **$110,250 for Adult Services** and **$134,750 for Dislocated Worker Services** and **$26,000 for National Career Readiness Certificate (NCRC) Services .** All payments will be made on a cost- reimbursement basis.

Total amount of this contract shall not exceed **$271,000** except as amended.

The parties, by their signatures, agree to comply with all the terms of this contract including those sections and attachments listed below.

Section A - General Provisions
Section B - Project Description/Scope of Work
Section C - Fiscal Provisions & Budget
Section D - Special Provisions
Section E - Certification Regarding Debarment
Section F - Certification Regarding Lobbying
Attachment 1 - Detailed Budget

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY

Kim Parker
Executive Director

6-28-12
Date

365 Warner Milne Rd., Suite 202
Oregon City, OR 97045
(503) 657-6644

Federal ID Number 93-1246270

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

Signing on Behalf of the Board:

Cindy Becker, Director
Dept of Health, Housing & Human Services

Date

Maureen Thompson, Director
Community Solutions for Clackamas County

7/2/2012
Date

Federal ID Number: 96-6002286

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY CONTRACT
SECTION A
GENERAL PROVISIONS

1. **Authority to Contract**

   Contractor certifies that it possesses the legal authority under laws of the State of Oregon to enter into this contract by approval of its governing board which has authorized the execution of this contract.

2. **Debarment** 20 CFR 667.200 (e)

   The Contractor, as a recipient of any Federal assistance funds, whether all or only a part of the funds are provided by the Workforce Investment Council of Clackamas County (WICCO), certifies by signature of this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (see Section E of this contract).

3. **Project Coverage**

   The Contractor shall operate the WIA project and services described in Section B.

4. **Compliance**

   Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title IV of the Civil Rights Act of 1964; (ii) section V of the Rehabilitation Act of 1973 (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

   Agency's performance under this contract is conditioned upon Contractor's compliance with the provisions of ORS Chapters 279A, 279B, and 279C, which are incorporated by reference herein. Contractor will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear on each work product in both English **and Spanish**. Contractor will ensure that it does not discriminate on the basis of any of the protections covered by the Workforce Investment Act and the regulations set forth at 29 CFR part 37.

   Additionally the following special terms apply to this contract promulgated by the funding source and cited Federal Code:

   - 20 CFR 667.210(g) *Nepotism.* No individual may be placed in a WIA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
   - 20 CFR 667.260 *Construction, purchase and renovation of real property:* Notwithstanding the exceptions listed in subsection 260 (b-d), WIA title I funds provided under this contract must not be spent for construction or purchase of facilities without prior approval from the agency.

- 20 CFR 667.262 *Employment generating activities* WIA funds may not be spent on employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals
- 20 CFR 667.264 *Prohibited activities:* WIA title I funds must not be spent on: (1) The wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system, (WIA sec.181(b)(1).); (2) Public service employment (WIA sec. 195(10)), except to provide disaster relief employment, as specifically authorized in section 173(d) of WIA.; (3) Expenses prohibited under any other Federal, State or local law or regulation. WIA funds must not be used for foreign travel. (WIA sec. 181(e). (4) Drug testing (WIA sec 181(f)
- 20 CFR 667.266 *Limitations on sectarian activities*: WIA title I financial assistance may not be spent on the employment or training of participants in sectarian activities.
- 20 CFR 667.268 *Business relocation service prohibitions:* (1) WIA funds may not be used or proposed to be used for: the encouragement or inducement of a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location; (2) no customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, may be provided until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
- 20 CFR 667.270 *Employee displacement prohibitions* (a) A participant in a program or activity authorized under title I of WIA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.(c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- WIA sec 195(2) WIA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- WIA sec 195 (5) No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

The Contractor agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State and WICCO policies, procedures, and regulations.

The Contractor shall comply with the Workforce Investment Act (WIA) as amended and all subsequent amendments thereto and all implementing regulations.

5. **Indemnity Clause** PL 105-220 Sec. 184; 20 CFR Subpart G.

To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Contractor agrees to indemnify, defend, and hold WICCO and Clackamas County harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims,

proceedings, lawsuits, and judgments arising out of or resulting from Contractor's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents.

Any act or omission by Contractor which results in repayment of funds to the funding source shall be the responsibility of Contractor. Contractor agrees to repay such funds and to defend and indemnify WICCO as set forth above.

6. **Records Control** PL 105-220; 29 CFR Parts 37, 95.53, 97.42; ORS Chap. 192, ORS 660.300-660.339; OAR 151-020-0060 – 151-020-0090; CCWD WIA Policy #589-40.4

(A) The Contractor shall establish maintain and safeguard all participant files, records, project records, and documents. Contractor shall ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract. Contractor and any subcontractor will incorporate into their management systems the following procedures for the management of all WIA records.

1. Retain all records and documents pertinent to the grants, grant agreements, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supporting documentation, for a period of at least three (3) years after the original submittal by the State of Oregon Department of Community Colleges and Workforce Development (CCWD) of the final expenditure report (closeout) for that funding period to the federal Department of Labor, the awarding agency;

2. Retain all records of non-expendable property for a period of at least three years after final disposition of property;

3. Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in (1) above shall apply;

4. Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees, and applicants for employment for a period of not less than three years from the close of the applicant program year. Such records must be maintained as whole record system;

5. Retain records regarding complaints and action taken on the complaints for a period of not less than three years from the date of resolution of the complaint;

6. Retain all records beyond the required three years if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit, or claim has been resolved or the required three years, whichever period is longer.

In the event Contractor or subcontractor is unable to keep their records, Contractor shall notify WICCO who will take custody and be responsible for the maintenance and retention of the records.

Disposal

No records addressed in this policy shall be disposed of without instruction from or approval of WICCO. WICCO will provide instructions and timelines for disposing of records. Any records that are confidential in nature, including participant records, must be shredded, or similarly destroyed. Non-confidential records may be recycled. If there is any outstanding litigation or audit claim begun on records prior to termination of retention, the records will be retained until resolution of litigation or audit claim.

(B) At any time during normal business hours and as often as WICCO shall deem necessary, the Contractor shall make available for examination all its records relating to all matters covered by this contract. WICCO, the Oregon State Workforce Investment Administration, The U.S. Department of Labor, the Comptroller General of the United States, their duly authorized representatives, or representatives of other governmental funding sources contributing through WICCO to activities under this contract shall have the authority to audit, examine, and make excerpts or transcripts from any books, documents, papers, records, files, forms, or other documents of the Contractor which are necessary to permit tracing of participant activity and funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this contract including the proper allocation of costs to this contract.

(C) The Contractor shall provide to WICCO upon request, sufficient staff time necessary to aid in the performance of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.

7. **Contracting**

Contractor shall not assign or subcontract in whole or in part any contractual duties unless the Subcontractor agrees to indemnify WICCO and the Clackamas County Board of Commissioners (BCC) in accordance with the terms of paragraph 5, above and:

(A) Section B-Project Description provides for contracting, or

(B) WICCO has provided advance written approval of subcontracting.

8. **Termination Clauses**

(A) Termination for Cause
WICCO retains the right upon written notice of default to suspend funds and activities under this contract and to terminate this contract in whole or in part for cause if Contractor fails to perform in a timely and proper manner its obligations, fails to make sufficient progress towards its objectives, or violates any of the covenants, agreements, or stipulations of this contract, or fails to meet performance standard as outlined in Section B-Project Description of this contract.

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

(B) Other Terminations
Either party to this contract may elect to terminate the contract without cause upon providing written notice of intent to terminate to the other party thirty (30) calendar days prior to the date of such termination.

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

(i) If WICCO's funding from federal, state, or other sources is not obtained and/or sustained at levels sufficient to allow for purchase of services as specified herein, then this contract may be terminated or modified to accommodate a reduction in funds. All allocable and allowable costs incurred by the Contractor under the terms of this contract shall be reimbursed up to and including the date of notice provided for herein.
(ii) If federal and state regulations or guidelines are modified, changed, or interpreted in such a way that services are no longer allowable or appropriate for purchase under this contract or WICCO is no longer eligible for the funding proposed for payment as authorized by this contract.
(iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

9. **Modifications**

(A) It is a condition for receipt of funding under the terms of this contract that the Contractor agrees to accept unilateral modifications to this agreement whenever there has been a change in any Federal statute, rule, regulation, order, or other relevant authority under which this document is written.

(B) Contractor may request a modification to this contract, which shall be subject to the approval of WICCO. All requested Contract Modifications must be presented in writing to WICCO no later than fifteen (15) calendar days prior to the beginning of the affected quarter. All Contract Modifications shall be within the sole discretion of WICCO.

(C) Contractor must receive prior written approval from WICCO for a Contract Modification prior to initiating changes in program design and/or program objectives.

(D) WICCO may issue Contract Modifications, including unilateral Contract Modifications, under the following circumstances:

(i) To incorporate administrative changes into the contract;
(ii) When authorized to do so by federal or state law, rule, regulation, or terms of this contract;
(iii) When there has been a change in any federal or state statute, rule, regulation, order, or other relevant authority;
(iv) As necessary to implement policy.

(E) Contract Modifications shall not become a part of this contract until they are signed and executed by WICCO. Nothing in this section shall be construed to allow expenditures under this contract to exceed the total dollar amount authorized by this contract. Contract Modifications will follow rules and procedures established by WICCO to comply with U.S. Department of Labor requirements.

(F) Contractor assures that any and all subcontracts or agreements entered into as a result of this contract shall contain the limitation regarding unilateral modification as set forth in paragraph 9(A), above.

10. **Non-discrimination and Accessibility** PL 105-220 Sec. 188; CFR Part 34; ORS Ch. 659

Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Investment Act of 1998 (WIA), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 34. The United States has the right to seek judicial enforcement of this assurance. Contractor will not discriminate against, nor deny employment or services to any person on the grounds of race, creed, color, religion, sex, national origin, marital status, expunged juvenile record, age (except as provided by WIA regulations), disability, citizenship, or political affiliation or belief.

Additionally, Contractor shall comply with the accessibility provisions of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

11. **Collective Bargaining Agreements**

Contractor certifies that this contract does not violate any collective bargaining agreements to which it is a party.

12. **Reference Documents**

WICCO will provide, within (30) thirty days following execution of this contract, copies of WIA laws, regulations, and other WIA issuances referenced in this document.

13. **Certificates of Insurance:**

As evidence of the insurance coverages required by this contract, Contractor shall furnish a certificate of insurance to WICCO. Any certificate of insurance required under this contract shall specify parties who are Additional Insureds and must include a provision requiring notice to WICCO in the event of cancellation. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

Contractor shall not cancel, materially change, or not renew insurance coverages affecting this contract. Contractor shall notify WICCO, in writing, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by WICCO to the Contractor, and should Contractor fail to immediately procure other insurance as specified, WICCO reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this contract. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of WICCO as to limits, form, and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract are as follows:

(A) Commercial General Liability insurance including contractual liability coverage with limits no less than $1,000,000 combined single limit;

(B) Automobile Liability Insurance, comprehensive form, with limits not less than $500,000 combined single limit when using motor vehicles in performance of actions authorized under this contract;

(C) Worker's compensation coverage consistent with the laws of the State of Oregon;

(D) A fidelity or surety bond shall be purchased by the Contractor at Contractor's own expense in an amount to exceed the total amount of cash on hand at any time provided under this contract. The bond shall cover all persons who handle funds provided under this contract and shall extend beyond the contract termination dates to the contract close-out date.

(E) Additional Insureds Clause. The liability insurance coverages required for the performance of this contract shall be endorsed to name Workforce Investment Council of Clackamas County AND Clackamas County AND the Oregon Department of Community Colleges & Workforce Development, as additional insureds with respect to the activities performed under this contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operation under this contract.

14. **Workers' Compensation** ORS 656.017

The Contractor and its subcontractors, if any, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. The Contractor is also an independent contractor for purposes of the Oregon Workers' Compensation Law and is solely liable for Workers' Compensation coverage under this contract.

Unless specified elsewhere, when Contractor places or employs participants in subsidized jobs the participants shall be provided with workers' compensation coverage, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

15. **Tax Laws, MBE/WBE** ORS 279A.110 and Chapter 305.385

By execution of this contract, Contractor certifies under penalty of perjury that:
(A) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
(B) Contractor has not discriminated against minority, women, or small business enterprises in obtaining any required contracts.

16. **Drug Free Workplace** (E.O. 12549; Sec. 5151-5160 Public Law 100-690, Title V, Subpart D; 41 U.S.C. 701 *et seq.*) and (29 CFR 98.600).

Contractor certifies that it has adopted and instituted a policy to insure a drug-free workplace in accordance with local, state and federal laws, rules, and regulations.

17. **Responsibility for Taxes, Unemployment Insurance, Workers' Compensation Coverage** ORS 30.265, ORS Chapters 279A, 279 B, and 279C

The service or services to be rendered under this contract are those of an independent contractor who is not an officer, employee, or agent (as those terms are used in ORS 30.265) of WICCO or of Clackamas County. Contractor is solely liable for any workers' compensation coverage, social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by Contractor shall be similarly responsible.

18. **Conflict of Interest** (ORS Chapter 244) and (29 CFR 95.42 and 29 CFR 97.36(b)(3))

Contractor, its officers, employees or agents, shall avoid all activities, which constitute an improper conflict of interest under local, state or federal laws, rules, or regulations.

19. **Certification Regarding Lobbying** 31 U.S.C. Sec. 1352

Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (see Section F of this contract).

Contractor shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

20. **Publicity and Public Information**

Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Contractor shall acknowledge and name the Workforce Investment Council of Clackamas County as the sponsoring agency for the services provided through this contract.

All advertisements or recruitment materials must contain the following language: "An equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear on each work product in both English **and Spanish.**

21. **Billings and Payments to Contractor**

WICCO shall reimburse the Contractor, upon submittal and approval by WICCO, of a written invoice. Contractor shall base all costs claimed on allocable, allowable, and reasonable expenses incurred pursuant to this contract as determined under local, state, and federal laws, including applicable Office of Management and Budget Circulars. Payments will be made within thirty (30)

calendar days following receipt of written invoice on forms and with backup documentation as listed in Section C. The invoice format will be provided by WICCO.

At the discretion of WICCO, payments may be suspended, withheld, or disallowed if participant tracking documents, performance reports, or financial reports (including billings and matching share documents) specified in Sections B, C, and D of this contract are not submitted on the proper forms within the agreed upon time frames.

22. **Audits**

Unless otherwise directed by WICCO, Contractor shall arrange for the performance of a financial and compliance audit of funds received under this contract in accordance with the Office of Management & Budget Circular A-133 (and the Single Audit Act of 1984, P.L. 98-502, and OMB Circular No. A-128, "Audit Requirements for State and Local Governments,)", 50 Fed. Reg. 19114.

Contractor shall submit the report of such audit to WICCO no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the Contractor's fiscal year, whichever is sooner.

23. **Equipment Purchase and Tracking**

If equipment purchase, rent, or lease is authorized under this contact, Contractor shall obtain and document at least three bids or price quotations prior to purchasing, renting, or leasing items with a value of $5,000 or more.

Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIA funds rests with WICCO and is vested in the U.S. Department of Labor and/or State of Oregon. WICCO may take possession of all such equipment and property at any time during or upon termination of this contract.

Contractor shall maintain a current inventory of all WIA property in its custody with an individual purchase price of $5,000 or more, and shall implement adequate maintenance procedures to keep such property in good condition. Further, Contractor shall conduct an annual inventory of equipment and properties purchased with WIA funds and submit a list of same to WICCO with the final invoice. All such property purchased under this contract shall be returned to WICCO within thirty (30) days after the contract has terminated, unless otherwise authorized by WICCO.

24. **Patent and Copyrights**

All patent, copyrights, and other intellectual property pertaining to products produced with funds under this contract shall be the property of the Department of Labor, the State of Oregon, or WICCO as required by local, state, and federal laws, rules, or regulations.

25. **Corrective Action**

All activities conducted under this contract will be monitored by WICCO. In addition, the Contractor shall develop and maintain a mechanism for the continuous monitoring of all activities conducted pursuant to this contract.

WICCO may issue a Notice of Corrective Action for any deviations from the contract provisions or the planned performance in Section B. Within fifteen (15) calendar days of receipt of the Notice of Corrective Action, Contractor shall respond by submitting to WICCO a completed written Corrective Action Plan. WICCO will determine the appropriateness of the Contractor's Corrective Action Plan and notify the Contractor in writing within fourteen (14) calendar days if the plan is not satisfactory. Thereafter, WICCO, at its own option and within its own reasonable discretion, may terminate the contract, establish a Corrective Action Plan on its own accord, or follow the procedures set forth in Section B regarding performance expectations.

WICCO may terminate the contract, in whole or in part, if the Contractor fails to respond to the Notice of Corrective Action within fifteen (15) calendar days after receipt.

26. **Failure to Enforce**

Failure on the part of WICCO to enforce a provision of the contract shall not constitute a waiver of WICCO's rights to enforce such provision in the future or any other provision of this contract.

27. **Program Income**

In the event the program generates any program income, Contractor shall report to WICCO, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as "income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.

28. **Implementation of Workforce Investment Act**. (Public Law 105-220)

This contract, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Investment Act of 1998 (Public Law 105-220). The Contractor understands and agrees that modifications to this agreement will be necessary throughout the contract period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Contractor is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary pursuant to Section 9 above.

29. **Notices**

Any notice required by the terms of this Contract to be given by one party to the other or desired so to be given, must be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Contractor at the address or number set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective three (3) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY CONTRACT
SECTION B
PROJECT DESCRIPTION

1. **Executive Summary**
This contract is between The Workforce Investment Council of Clackamas County (WICCO) and Community Solutions for Clackamas County (CSCC) and is funded with Title I of the Workforce Investment Act of 1998 (WIA) funds. This contract calls for the delivery of workforce development services to adults and dislocated workers who live and/or work in Clackamas County in order to help them find jobs, keep jobs and advance in jobs, with a special priority of service provided to veterans and eligible spouses.

CSCC will provide career development, training and employment services for Clackamas County residents with severe and persistent mental illness, criminal backgrounds, and/or who are experiencing long-term (18 months or longer) unemployment. The work under this contract will help individuals who have not typically accessed the broader WorkSource system to be able to enter and succeed in work. This project provides the services and supports that those individuals need to access WIA services and to enter and maintain good jobs.

2. **Relationship to WICCO's Local Unified Plan**
In its Local Unified Plan, the WICCO Board of Directors has identified its priorities for both adult and dislocated worker services for both rural and urban populations. The goal is to assure that employers will have access to a more highly skilled, better prepared workforce; individuals will be better able to compete for quality jobs; and Oregon will increase its global competitiveness.

3. **Program Overview**
This plan promotes and supports skill development of the local workforce through the local integrated model of service provision provided at the WorkSource Clackamas Annex, 112 11th Street, Oregon City, OR. At this location, under this integrated model, customers have access to skill development services throughout the week, with the exception of holidays. The Oregon Workforce Investment Board has adopted a policy that all Oregonians are potentially subject to job loss in today's economy, and therefore, Oregonians cannot be considered self-sufficient. This policy, which WICCO adopts, allows all job seekers to be registered into the program, regardless of employment status. This integrated model is staffed locally by Oregon Employment Department (funded by DHS) and CSCC working in cross functional teams.

The integrated model is built on the following components:
- Using WorkSource Oregon's MIS customer registration process to register all WorkSource Clackamas customers into a performance pool and provide them with a clear understanding of their basic skills;
- Skill development to match customer skills with self-sufficiency needs, industry needs, job profiles and a skill development/training opportunity.
- The enhancement of the Business and Employment Services team to collect and analyze employer listings, provide the welcome/skills development teams with a better understanding of the needs of industry and reach into the job seeker pool to make quality referrals to companies.

CSCC will be responsible for the following tasks relative to the Integrated Service Delivery Model:

- *Outreach and Recruitment:* CSCC will provide outreach to recruit participants who are not currently engaged with CSCC. New participants could also come as referrals from WorkSource Clackamas staff or from other CSCC programs.

- *Customer Registration and Initial Skills Review:* CSCC staff will assist with the initial eligibility determination through the State's WorkSource Oregon's MIS (WOMIS) system. CSCC staff will work as members of the Welcome Team to support participants in completing the debrief process which includes customer registration, an initial skills review, and completion of IMatchSkills registration at the WorkSource Clackamas Annex. CSCC staff would meet with the participant upon completion to discuss next steps to begin the development of an employment and training plan.
- *Individual Employment and Training Plan*: Ongoing WIA eligibility is the responsibility of CSCC. Upon completion of the customer registration, CSCC will work with participants to develop an employment and training plan that takes into consideration the participant's goals, their current skill level and aptitude, and a plan for accomplishing their goals that will lead to employment.
- *Individualized Workforce Preparation and Job Search*: Based on the Individual Employment and Training plan, individuals may enter job skills training if needed to becoming employment ready. CSCC will provide support to ensure participants are prepared to enter the labor market.
- *Employment and Employment Retention Services*: Contractor will provide job search and placement services. Once a participant becomes employed, the contractor will keep in contact with the new employee to ensure job retention and advancement gains are attained. CSCC staff working with businesses will share information with partners to reduce duplication of service.

CSCC is expected to actively participate in WorkSource Clackamas Leadership Team meetings, Clackamas Menu of Resources and Services team meetings, service provider meetings and WorkSource Clackamas partner meetings.

CSCC WIA program policies that are more restrictive than WICCO's policies must come to the Workforce Investment Board via WICCO Program Manager for review and approval.

4. **State Eligible Training Provider List**

The Workforce Investment Act (WIA) includes a provision for adult and dislocated worker participants to receive training services from providers and programs that have met specific standards and expectations in order to be on the State Eligible Training Provider List.

Occupations considered "in-demand" or with significant annual openings or vacancies will be the priority for Individual Training Account (ITA) funding. CSCC will use WICCO's ITA Strategic Occupation List which lists occupations that can be funded with ITAs. Occupational training programs and training providers funded with ITAs must be on the Statewide Eligible Training Provider List. Exceptions to the ETPL or to the Strategic Occupation List must be brought before WICCO Program Manager for review and consideration prior to funding.

CSCC will track the number of ITAs for each occupation and will provide WICCO with a quarterly report (at least) which lists the number of ITAs for each occupation that has been funded. No more than 10% of ITAs can be funded for any one occupation without bringing to WICCO Program Manager for review and consideration prior to funding.

5. **Support Services**

WIA includes provisions for participants to receive supportive services payments for the purpose of addressing barriers to employment and training. These services are provided when they are not available through other agencies and are necessary for the individual to participate in workforce activities.

These services may not be accessed until a customer has been registered. Depending on results of the assessment and the individual employment plan developed by the case manager/advisor, support services will be approved based on reasonable and allowable costs, individual needs, and the availability of funds. Contractor shall adhere to the WICCO support services policy. .

6. **Participant Case Management File**
CSCC will use the I-Trac and IMatchSkills management information systems for participant tracking. CSCC must maintain an electronic file for each participant which will detail the service history. Additionally, information must be maintained in such detail so as to support the expenditure of funds. All users will enter data in to the I-Trac system within 5 business days of the activity.

7. **Performance Outcomes for Program Year 2012**
CSCC will serve 21 carry in participants and a minimum of 54 new participants with severe and persistent mental illness, those with a criminal background, and/or long-term unemployed in the Adult and Dislocated Worker WIA program, Individuals are also expected to have secondary barriers such as addiction histories. The new participants must be enrolled by March 31, 2013.

Performance Expectations

Performance Measure	Level
Entered Employment Rate	57%
Employment Retention Rate	68%
Average Earnings	$9,872

If performance falls below the negotiated level after the first year, the WICCO will take the following actions with the Contractor:

- When final performance numbers have been issued, report to the WICCO Board which performance measure(s) have been missed/achieved.
- Meet with the Contractor to assess why the performance measure(s) were not met and create a written performance improvement plan.

If performance remains below the negotiated level for a second year in a row, the WICCO will take the following actions with the Contractor:

- When final numbers have been issued, report to the WICCO Board that a performance measure(s) has been missed two years in a row.
- Review historical data and follow the considerations and recommendations of the WICCO Board from the following options:
    - Review historical data and make a determination if course corrections are adequate and grant additional year of the contract under a corrective action plan.
    - Require other appropriate measures designed to improve the performance of the Contractor.
    - Discontinue use of the Contractor due to inability to achieve required performance levels.

8. **National Career Readiness Certificate**
Oregon's National Career Readiness Certificate (NCRC) is nationally recognized and transferrable across the country and industries and documents an individual's skill level in three areas: Applied Mathematics, Reading for Information, and Locating Information. In an effort to meet statewide expectations, CSCC staff will advertise and recommend the NCRC when appropriate. CSCC will proctor group internet-based and paper-pencil testing at the WorkSource Clackamas Annex and at

the WorkSource Clackamas Center resulting in a minimum of 550 certificates over the program year. Proctors will be trained to ACT standards and follow all guidelines set by Region 15 and CCWD. NCRC testing days and times may change, but will occur an average of 6 times per month. CSCC staff will contact participants the day prior to remind them of the testing. Proctors will check participant's photo ID and WorkSource job seeker ID number which confirms the participant has been through the WOMIS registration system. CSCC will be required to enter testing completions into the I-Trac data management system and iMatchSkills. CSCC will assure successful completers receive their certificates and will keep a record of certificates distributed.

9. **Job Search Workshops**:
At the WorkSource Clackamas Annex, CSCC staff will design, market and deliver dynamic, fast-paced and effective job search and employment retention and advancement workshops to enrolled WIA participants with a goal of instilling hope and motivation in attendees. Half to full day workshops will cover job search, retention and advancement topics such as applications and resumes, networking, and interviewing techniques. At least once per month CSCC will work with partners, if needed, including Express Services, Inc and Oregon Employment Department to host the Employer Spotlight.

CSCC will work closely with WICCO regarding the design and scheduling of workshops and Employer Spotlight. CSCC will also work with the existing Clackamas Menu of Resource and Services (CMRS) advisory team and the Menu of Resources and Services coordinator to ensure the workshops being delivered are meeting the demands of customers.

CSCC will deliver 15 hrs of workshops per week and one ½ day Employer Spotlight per month. Content and schedule will be developed through consultation between WICCO and CSCC with final approval by WICCO. Workshops, including participant materials, and travel expenses are included in this contract. CSCC will be required to use the iTRAC management information system for tracking participant attendance in workshops.

CSCC will evaluate the satisfaction of attendees at the end of every workshop to help ensure quality. All original evaluations will be provided to WICCO as well as a monthly summary of evaluation scores. CSCC will work with WICCO regarding the design of this evaluation form. It is expected that the design of these workshops will result in increased job placements for WIA participants.

CSCC will be responsible for marketing workshops and events, in coordination with WorkSource Clackamas and WICCO, to ensure there is an average of 7 attendees per workshop. If attendance of any workshop falls below the expected average, CSCC, CMRS and WICCO will discuss possible solutions. WICCO will make the ultimate decision of workshop design and delivery.

CSCC must notify WICCO's Program Manager prior to cancellation of any workshop. CSCC must also notify WICCO of any changes to the workshop schedule, workshop curriculum, or trainer.

WICCO's Program Manager will monitor, in person, CSCC workshops at least annually and will meet with the CSCC Program Manager to review WICCO's completed observation form. WICCO's Program Manager may require curriculum change or removal and replacement of workshops. In the event the workshop trainer receives low overall ratings, the CSCC Program Manager will be responsible for addressing and remedying the issue.

CSCC will work with the Oregon Employment Department to coordinate and promote the workshops, events and programs at the WorkSource Clackamas Annex.

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY CONTRACT
SECTION C
FISCAL PROVISIONS & COST REIMBURSEMENT BUDGET

1. **The budget for this contract will be divided into three separate budgets:**

   (A) Adult WIA Services.
   (B) Dislocated Worker WIA Services
   (C) National Career Readiness Certificate

2. **Allocation of Funding**

   The allocation of funds under this contract shall initially be as follows:

Funding Stream	Amount
Adult WIA Services	$110,250
Dislocated Worker WIA Services	$134,750
National Career Readiness Certificate	$ 26,000
Total:	$271,000

   Additional funding for Program Year 2012 will be incorporated into this contract via amendment.

   Program Year 2011 Carry Forward funds will be incorporated into this contract via amendment.

3. **Costs for Which Payment Shall be Made**

   Only allocable and allowable costs paid out by the Contractor, which are based on benefits received associated with the activities and services delineated in Section B-Project Description shall be reimbursed to the Contractor.

4. **Transfer of Funds**

   For the purpose of this contract, the Contractor may request to modify budgeted line item amounts within each WIA funding stream per paragraph 9 below to cover unanticipated over-expended line items.

   Such movement of funds shall not exceed 15% of the funding stream's total annual budget and are to be approved in writing **and in advance** by WICCO. Written consent is defined as formal business correspondence submitted by Contractor and signed by the WICCO Executive Director or designee. Funder approval may be required.

   Funds may only be moved between the WIA funding streams in paragraph 2 above via contract amendment as permitted by law.

5. **Billings**

   Invoices shall be submitted monthly and should include the aggregate of accrued expenditures (cash disbursements plus accruals not yet paid) incurred for allowable costs. The Contractor shall bill WICCO on forms and in a format approved by WICCO within twenty (20) calendar days following the month in which expenses are incurred.

The following Informational Items are to be noted on the invoice but will not be reimbursed under this contract:

(A) Estimates of incurred expenses for which invoices have not yet been received by the Contractor,
(B) Program Income earned and expended,
(C) Stand-In Costs (optional): allowable costs that were actually incurred for the benefit of the ETA-funded program and paid by a non-ETA fund source.

6. Invoices After Contract End

Upon completion of the Contract, Contractor shall submit a final invoice (marked FINAL), which will be the final accounting of all accrued and actual expenditures under this Contract. Duration of award: July 1, 2010 – June 30, 2012 with option for three annual renewals. All invoices must be received by WICCO within forty-five (45) days of discharge of this award. Any invoice received more than forty-five (45) after said date will be considered null and void, and will not be processed for payment.

7. Expenditure Documentation

The Contractor shall retain original procurement documentation, or a digital image of original procurement documentation, including proof of payment or properly posted accrued liabilities. Procurement documentation shall include canceled checks, invoices annotated with date paid, check number and initials, annotated receipts, payroll ledgers, and/or accounts payable ledgers. Documentation shall be annotated with a Project Budget line item reference. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the Project Budget shall be annotated with amounts allocated to each source. Reimbursement requests shall be made only within the limits of the Project Budget line items.

8. Authorized Signature List

The Contractor will submit to WICCO a list of names and signatures of persons authorized to sign agreements, modifications and billings. As changes occur, the Contractor shall file changes with WICCO.

9. **Project Budget** (see Attachment 1 for details)

PY12-13

WIA Adult Funding Stream

Budget Line Item	Begin Bal	**Change**	Total
General Costs	23,050		23,050
Direct Participant Costs	87,200		87,200
Adult Total	**110,250**	**0**	**110,250**

WIA Dislocated Worker Funding Stream

Budget Line Item	Begin Bal	**Change**	Total
General Costs	27,350		27,350
Direct Participant Costs	107,400		107,400
Dislocated Worker Total	**134,750**	**0**	**134,750**

WIA NCRC Funding Streams

Budget Line Item	Begin Bal	**Change**	Total
General Costs			0
Direct Participant Costs	26,000		26,000
NCRC Total	**26,000**	**0**	**26,000**

WICCO SERVICE PROVIDER CONTRACT
SECTION D
SPECIAL PROVISIONS

1. **Representations and Warranties**

The Contractor represents and warrants to WICCO that (1) the Contractor has the power and authority to enter and perform this contract; (2) this contract, when executed and delivered, shall be a valid and binding obligation of the Contractor enforceable in accordance with its terms; (3) the work under this contract shall be performed accordance with the highest professional standards; (4) the Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the work.

2. **Unused Funds**

All funds provided under this contract, which are unused upon contract discharge, shall be de-obligated and returned to WICCO. Such funds are subject to redistribution or use at the discretion of WICCO. De-obligated funds may be returned to the grantor agency or WICCO, or redirected by WICCO as it deems necessary.

3. **Memorandum of Understanding**

The Memorandum of Understanding and Resource Sharing Agreement, which by this reference is hereby incorporated into and made part of this contract, states that the partners are committed to develop and implement a comprehensive, cooperative workforce development system with services to be delivered via WorkSource Clackamas.

4. **Client Tracking and Reporting System**

WICCO has, in cooperation with other Local Workforce Investment Boards and the State of Oregon, established a WorkSource Oregon management information system (WOMIS), which is compliant with United States Department of Labor regulatory mandates for client demographic and workforce participation activities reporting. I-Trac is our local participant data management system. Client data entry into to these systems is mandatory under this contract.

WICCO SERVICE PROVIDER CONTRACT
SECTION E
CERTIFICATION REGARDING DEBARMENT

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____
Signature **Date**

_____
Print Name and Title

(Instructions on following page)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred", "suspended", "Ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

WICCO SERVICE PROVIDER CONTRACT
SECTION F
CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying
Lower Tier Covered Transactions

This certification is required by the regulations implementing The Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 90, Section 319 of which amended Title 31, United States Code by adding a new section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions." The regulations were published as Part III of the February 26, 1990 Federal Register (pages 6736-6756).

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards to all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ _____
Signature **Date**

_____
Print Name and Title

Attachment 1: Budget Detail

Program Year 2012-2013

	WIA Adult Funds		WIA Dislocated Worker Funds		NCRC Funds		TOTALS
PY12-13 Funding		$ 110,250		$ 134,750		$ 26,000	
General & Administrative							
Personnel (Admin & Fiscal staff)							
Employment & Training Svcs Mgr - 0.07 FTE	$ 2,700		$ 2,700		$ -		$ 5,400
Fringe - approx 55% of wages	$ 1,500		$ 1,500		$ -		$ 3,000
	$ 4,200		$ 4,200		$ -		$ 8,400
Administrative - Other							
Materials & Supplies	$ 4,000		$ 5,000				$ 9,000
Operations (Rent)	$ 14,850		$ 18,150		$ -		$ 33,000
Indirect Costs	$ -		$ -		$ -		$ -
Non-Personnel Subtotal	$ 18,850		$ 23,150		$ -		$ 42,000
Total General & Admin Costs		$ 23,050		$ 27,350		$ -	
Direct Participant Costs							
Personnel (Intensive, Training, Retention staff)							
Job Development Specialist - 1.0 FTE	$ 23,000		$ 28,500		$ -		$ 51,500
Job Development Specialist - 1.0 FTE	$ 21,000		$ 25,300		$ -		$ 46,300
Program Aide - 1.0 FTE	$ 6,800		$ 8,400		$ 16,000		$ 31,200
Fringe - approx 63% of wages	$ 32,400		$ 39,200		$ 10,000		$ 81,600
Personnel Subtotal	$ 83,200		$ 101,400		$ 26,000		$ 210,600
Participant							
Intensive Services	$ 1,000		$ 1,000		$ -		$ 2,000
Support Services	$ 1,000		$ 2,000		$ -		$ 3,000
Training-ITAs	$ -		$ -		$ -		$ -
Training-OJT/CT	$ 2,000		$ 3,000		$ -		$ 5,000
Participant Subtotal	$ 4,000		$ 6,000		$ -		$ 10,000
Total Direct		$ 87,200		$ 107,400		$ 26,000	
Total PY12-13 Budget:	**Adult**	$ 110,250	**D/W**	$ 134,750	**D/W**	$ 26,000	$ 271,000

CSCC MATCH SUMMARY - 10.5%	
Estimated program staff costs not covered	$6,500.00
Admin - Salary & Fringe for 3 staff @ 0.05 each	$16,889.00
H3S Indirects	$2,630.85
County Allocated Costs	$2,400.00
TOTAL:	**$28,419.85**

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Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Cindy Becker
Director

July 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

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

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of the Designation of Justine Griener, MSW, Sheena Nelson, MA, Rachel Rockey, MS 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 Justine Griener, MSW, Sheena Nelson, MA, Rachel Rockey,MS, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,

Cindy Becker
Director

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

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

In the Matter of the Designation of Justine Griener, MSW, Sheena Nelson, MA, Rachel Rockey,MS, 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 Justine Griener, MSW, Sheena Nelson, MA, Rachel Rockey,MS, as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Justine Griener, MSW, Sheena Nelson, MA, Rachel Rockey,MS, as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 12th day of July, 2012.

BOARD OF COUNTY COMMISSIONERS

_____
Chair

_____
Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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CLACKAMAS COUNTY

GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

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

July 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with Multnomah County, Washington County, Hood River County Library District, Fort Vancouver Regional Library District, and the City of Camas continuing the Metropolitan Information Exchange (MIX), an exchange of library services.

The first MIX intergovernmental agreement was developed and signed by Clackamas County, Multnomah County, Washington County, and the Fort Vancouver Regional Library District in 1988. Since then, Hood River County and the City of Camas have joined as participants of the MIX IGA. In total, the MIX agreement has been renewed five times, the most recent renewal occurring in 2007.

Under this agreement, the parties agree to offer residents of participating Counties, Districts, and City, all library services provided to residents of their respective service areas upon the same terms and conditions applicable to the residents of their individual service areas.

The current MIX IGA expired on June 30, 2012. We are proposing an extension of this agreement for an additional five year term through June 30, 2017. All MIX partners referenced above are either in the process of extending or have already extended this agreement with their respective Boards and Councils.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached MIX IGA with Washington County, Multnomah County, Hood River County Library District, Fort Vancouver Regional Library District, and the City of Camas continuing the Metropolitan Information Exchange (MIX) agreement for an additional five year term through June 30, 2017.

Sincerely,

Laura Zentner

Laura Zentner, CPA
Deputy Director of Business and Community Services

For information on this issue or attachments please contact
Kwang Kye at 503.723.4889 or kkye@clackamas.us

COPY

INTERGOVERNMENTAL AGREEMENT
Contract Number 0708065

AGREEMENT REGARDING
EXCHANGE OF LIBRARY SERVICES

This is an Agreement among Clackamas County, Multnomah County, and Washington County (respectively referred to herein as "Clackamas, Multnomah, and Washington," or generically as "County" or "Counties"), Hood River County Library District ("HRCLD") pursuant to authority granted in ORS Chapter 190, and the Fort Vancouver Regional Library, a Washington inter-county rural library district ("FVRL"), pursuant to authority granted in RCW Chapter 27.12, and the City of Camas, Washington ("City"), pursuant to authority granted in RCW Chapter 35A.27.010.

PURPOSE:

The purpose of this Agreement is to exchange public library services by each County, the City, and the Districts to the residents of the other counties in Oregon, and the residents of the counties in Washington served by FVRL, and the residents of the City.

WHEREAS, each County, the City, HRCLD and FVRL desire to enter into an agreement for the exchange of library services which continues the program on the terms set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **EXCHANGE OF SERVICES.** Clackamas County, Multnomah County, Washington County, FVRL, HRCLD, and the City of Camas shall each offer to residents of the other Counties, to residents of FVRL, the residents of HRCLD, and to residents of the City of Camas, all library services provided to residents of their respective service areas upon the same terms and conditions applicable to the residents of their individual service areas, unless exceptions are agreed upon by all parties. Each County, HRCLD, FVRL, and the City shall not be required to extend library services to residents of the other Counties, or residents of the Districts, or residents of the City who have had library privileges canceled for any reason.

2. **TERM.** The term of this Agreement shall be from execution through and including June 30, 2017. It is the intent of the parties that this Agreement becomes effective on July 1, 2012.

3. **REVIEW**. The Administrator of the Library Information Network of Clackamas County, the Director of Hood River County Library District, the Director of Multnomah County Library, the Manager of the Washington County Cooperative Library Services, the Executive Director of Fort Vancouver Regional Library, and the Director of the City of Camas Library shall meet as needed to review library use covered by this Agreement, and to consider other cooperative efforts or ventures that might further services to residents.

4. **WITHDRAWAL AND TERMINATION**. This Agreement may be terminated upon the mutual agreement of all signatories or by the remaining parties if other parties have previously withdrawn. Any party may withdraw from further participation in this Agreement for any reason upon ninety (90) days written notice to the other participating parties.

5. **INDEMNIFICATION** Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the limitations and conditions of the Washington Constitution, RCW Chapter 4.96, RCW 4.08.120, and RCW 4.24.470, each party shall indemnify, defend and hold harmless all other parties from and against all liability, loss and costs arising out of or resulting from the acts of that party, its officers, employees and agents in the performance of this Agreement.

6. **INSURANCE**. Each County, HRCLD, FVRL, and the City shall be responsible for providing worker's compensation insurance as required by law. The Counties, HRCLD, FVRL, and the City shall not be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW**. Each County and the HRCLD shall comply with all federal, State of Oregon and Oregon local governmental laws and ordinances applicable to this Agreement. FVRL and the City shall comply with all federal, State of Washington, and Washington local governmental laws and ordinances applicable to this Agreement.

8. **NON-DISCRIMINATION**. Each County and the HRCLD shall comply with all requirements of federal and State of Oregon civil rights and rehabilitation statutes, and Oregon local governmental non-discrimination ordinances. FVRL and the City shall comply with all requirements of federal and State of Washington civil rights and rehabilitation statutes, and Washington local governmental non-discrimination ordinances.

9. **ACCESS TO RECORDS**. Each County, HRCLD, FVRL, and the City shall have access to the books, documents and other records of the other Counties, HRCLD, FVRL, and the City which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENTS**. None of the Counties, nor HRCLD, nor FVRL, nor the City will subcontract or assign any part of this Agreement without the written consent of the other parties to this Agreement.

11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement among each County, HRCLD, FVRL, and the City. This Agreement may be modified or amended only by written agreement of the Counties, the Districts, and the City.

12. **GOVERNING LAW.** Except as otherwise provided in Paragraphs 5, 7 and 8 herein, the provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon.

FOR CLACKAMAS COUNTY

By_____

Title_____

Date_____

Approved as to form:

By_____
County Counsel,
Clackamas County

FOR MULTNOMAH COUNTY LIBRARY

By_____
Vailey Oehlke
Director of Libraries

Date_____

REVIEWED:

By_____
Assistant County Counsel

FOR MULTNOMAH COUNTY

By_____
Jeff Cogen, County Chair

Date_____

FOR WASHINGTON COUNTY

By_____

Title_____

Date_____

Approved as to form:

By_____
County Counsel,
Washington County

FOR FVRL

FORT VANCOUVER REGIONAL LIBRARY

By_____
Patty Duitman
Interim Executive Director

Date_____

FOR HOOD RIVER COUNTY LIBRARY DISTRICT

By_____

Title _____

Date_____

Approved as to form:

By_____

Hood River County Library District

FOR CITY OF CAMAS

By_____

Title _____

Date_____

Approved as to form:

By_____

City Counsel,
City of Camas

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CLACKAMAS COUNTY

ELLEN CRAWFORD
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF INTERGOVERMENTAL
AGREEMENT WITH THE OREGON COMMISSION ON CHILDREN AND FAMILIES
FOR JUVENILE CRIME PREVENTION FUNDS

I request the Board of County Commissioners approve the attached InterGovernmental Agreement (IGA) with the Oregon Commission on Children and Families.

Total amount of this agreement is $205,836. These funds will be used to fund various prevention programs for our youth, including 24 hour respite care, five weeklong community service work crews, partially funding diversion panels and two staff persons, who provide facilitation of our cognitive skill classes and a coordinator to train, monitor and recruit volunteers for our various programs. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate June 30, 2013.

Recommendation

I respectfully recommend that the Board of County Commissioners approve the InterGovernmental Agreement with the Oregon Commission on Children and Families.

Sincerely,

Ellen F. Crawford

Ellen Crawford, Director
Juvenile Department

For information on this issue or copies of attachments
please contact Crystal Wright at (503) 655-8342 ext 7112

CONTRACT #1113CLACJD

OREGON COMMISSION ON CHILDREN AND FAMILIES 2011-2013 COUNTY JUVENILE DEPARTMENT INTERGOVERNMENTAL AGREEMENT

This Oregon Commission on Children and Families 2011-2013 County Juvenile Department Intergovernmental Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its State Commission on Children and Families (together with its successors and assigns, the "Agency"), and Clackamas County, a political subdivision of the State of Oregon ("County").

RECITALS

WHEREAS, ORS 417.735 authorizes Agency to assist Oregon counties in enabling families and communities to protect, nurture, and realize the full physical, social, emotional, cognitive and cultural development potential of children in Oregon;

WHEREAS, County has requested financial assistance from Agency for the foregoing purposes; and

WHEREAS, Agency is willing, upon the terms and conditions of this Agreement, to provide financial assistance to County for the foregoing purposes;

WHEREAS, pursuant to ORS 190.110, ORS 417.735 and ORS 417.850, the parties have authority to enter into intergovernmental cooperative agreements, and therefore agree to work together, focusing on the Oregon Benchmark – Preventing and Reducing Juvenile Crime, and to improve collaborative efforts.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Effective Date and Duration.** Upon execution by each of the parties hereto and approval as required by applicable law, this Agreement shall become effective as of July 1, 2012. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on June 30, 2013.

2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents, which are listed in descending order of precedence. In the event of a conflict between two or more of these documents, the language in the document with the highest precedence shall control.

This Agreement	without Exhibits
Exhibit A	Definitions
Exhibit B	Funding Area Descriptions
Exhibit C	Award
Exhibit D	Special Terms and Conditions

Exhibit E	General Terms and Conditions
Exhibit F	Standard Terms and Conditions
Exhibit G	Required Federal Terms and Conditions
Exhibit H	Juvenile Crime Prevention

County, by execution of this Agreement, hereby acknowledges that County has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS STATE COMMISSION ON CHILDREN AND FAMILIES

By:_____
Name:_____
Title:_____
Date:_____

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

By _____
Charlotte Lehan, Chair

By _____
Recording Secretary

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT A
DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings.

1. **"Activity"** means an activity falling within a Funding Area, whose costs are covered in whole or in part with financial assistance Agency pays to County pursuant to this Agreement

2. "**Administrative Costs**" means Allowable Costs incurred by County or a Provider in administering implementation of the Plan, as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.

3. **"Agency"** has the meaning set forth in the first paragraph of this Agreement.

4. "**Allowable Costs**" means those costs that are reasonable and necessary for the delivery of Services implementation of the Plan as determined in accordance with Office of Management and Budget Circulars A-87 and A-122, as revised from time to time.

5. **"Claim"** has the meaning set forth in Section 4 of Exhibit F.

6. **"Agreement"** means this 2011-2013 County Intergovernmental Agreement.

7. **"County"** has the meaning set forth in the first paragraph of this Agreement

8. **"Federal Funds"** means all funds paid to County under this Agreement that Agency receives from an agency, instrumentality or program of the federal government of the United States.

9. **"Funding Area"** means any one of the areas enumerated and further described in Exhibit B.

10. **"Funding Area Description"** means the description of a Funding Area set forth on Exhibit B.

11. **"Misexpenditure"** has the meaning set forth in Section 1 of Exhibit E.

12. **"Provider"** has the meaning set forth in section 5 of Exhibit E. As used in a Funding Area Description, Provider also includes County if County conducts an Activity within that Funding Area directly.

13. **"Underexpenditure"** has the meaning set forth in section 1 of Exhibit E.

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT B
FUNDING AREA DESCRIPTIONS

1. **Juvenile Crime Prevention (JCP) Prevention.** JCP Prevention services are described in Exhibit H.

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT C
AWARD

FUNDING AREA	**GEN FUND**
1. JCP Prevention	$ 205,836

EXPLANATION OF AWARD

The Award set forth above reflects the maximum amount of financial assistance that Agency will provide to County under this Agreement in support of Activities or Services in each of the specified Funding Areas.

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Special Restrictions on Expenditure of Award.** In addition to any other restriction or limitation on County's expenditure of financial assistance, County may expend financial assistance provided under this Agreement only in accordance with the limitations set forth in OAR 423-010-0040 and 423-010-0027(2) and, with respect to Activities within a specific Funding Area, the limitations set forth in ORS 417.850 through ORS 417.855. County may not expend financial assistance provided under this Agreement in excess or contravention of the foregoing limits.

2. **Carryover.** Notwithstanding Section 1 of Exhibit E, if authorized by Agency in writing in accordance with OAR 423-010-0027, County may retain and expend in accordance with OAR 423-010-0027(5) financial assistance disbursed to County under this Agreement that is not expended at Agreement termination. All financial assistance retained by County in accordance with this section that is not expended within 90 days after the termination of this Agreement shall be deemed an Underexpenditure subject to recovery under Section 1 of Exhibit E.

3. **Reporting.** County shall submit reports to Agency as required by OAR 423-010-0027(7-9).

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT E
GENERAL TERMS AND CONDITIONS

1. Disbursement, Use and Recovery of Award.

a. Disbursement Generally. Subject to the conditions precedent set forth below, Agency shall disburse the financial assistance described in the Award to County in accordance with OAR 423-010-0027(1) on an expense reimbursement basis or, at Agency's discretion, in periodic proportional allotments. The mere disbursement of financial assistance to County does not vest in County any right to retain those funds. Disbursements not provided on an expense reimbursement basis are considered an advance of funds to County which County may retain only (i) if properly expended, in accordance with terms and conditions of this Agreement, prior to the termination of this Agreement or (ii) if otherwise authorized in writing by Agency pursuant to this Agreement. County shall use disbursed financial assistance for the purposes allowed in this Agreement. County shall not be obligated to provide a level of Activities or Services in the Funding Area beyond the financial assistance provided by Agency.

b. Conditions Precedent to Disbursement. Agency's obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(i) Agency has received sufficient funding, appropriations and other expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) No default as described in Section 8 of this Exhibit has occurred.

(iii) County's representations and warranties set forth in Section 2 of this Exhibit are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

c. Recovery of Award.

(i) **Notice of Underexpenditure or Misexpenditure.** In the event of an Underexpenditure or a Misexpenditure (each as defined below) of any moneys disbursed to County under this Agreement, Agency and County shall engage in the process described in this Section 1.c to determine the appropriate amount that Agency may recover from County, and the appropriate method for implementing such recovery. For purposes of this Section1.c, an "Underexpenditure" means money disbursed to County by Agency under this Agreement that has not been expended by County at Agreement termination, other than money, if any, that County is expressly permitted to retain and expend in the future under other provisions of this Agreement, and "Misexpenditure" means money disbursed to County by Agency under this Agreement and expended by County that:

(a) Is identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money, for which the federal government has requested reimbursement by the State of Oregon; or

(b) Is identified by the State of Oregon or Agency as expended in a manner other than that permitted by this Agreement, including without limitation, any money expended by County, contrary to applicable statutes, rules, OMB Circulars or any other authority that governs the permissible expenditure of such money; or

(c) Is identified by the State of Oregon or Agency as expended on an Activity that did not meet the standards and requirements of this Agreement with respect to that Funding Area.

(d) The term "Misexpenditure" does not include any County payments or expenditures that are:

(A) Made pursuant to Oregon Administrative Rules;

(B) Made with Agency's written discretion or approval; or

(C) Consistent with the local plans submitted by County and approved by the Agency.

(e) If County payments or expenditures are later determined to be impermissible due to a subsequent modification or applicable statutes, federal rules, OMB Circulars or any other authority not listed in Section 1.c(i)(d) above that governs the expenditures of such monies by County, the parties agree to meet and negotiate in good faith an appropriate apportionment of responsibility for the repayment of the impermissible payments.

In the event of an Underexpenditure or a Misexpenditure, Agency shall provide to County notice thereof.

(ii) **County's Response.** From the date of County's receipt of the notice of Underexpenditure or Misexpenditure, County shall have the lesser of (i) 90 calendar days, or (ii) if an Underexpenditure or Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) the Agency has to appeal a final written decision from the federal government, to either:

(a) Make a payment to the Agency in the full amount of the Underexpenditure or Misexpenditure identified by the Agency; or

(b) Notify the Agency that County wishes to repay the amount of the Underexpenditure or Misexpenditure from future payments pursuant to Section 1.c(iv) below; or

(c) Notify the Agency that it wishes to engage in the applicable appeal process set forth in Section 1.c(iii) below.

The Agency shall not require County to perform additional services to be paid from the Underexpenditure. If County fails to respond within the time required under Section 1.c(ii) above, Agency may recover the amount of the Underexpenditure or Misexpenditure from future payments as set forth in Section 1.c(iv) below.

(iii) **Appeals Process.** If County notifies Agency that it wishes to engage in an appeal process with respect to a noticed Underexpenditure or Misexpenditure, the parties shall comply with the following procedures, as applicable:

(a) **Appeal from Agency-Identified Underexpenditure or Misexpenditure.** If the Agency's notice of Underexpenditure or Misexpenditure is based on an Underexpenditure or Misexpenditure other than a Misexpenditure of the type identified in Section 1.c(i)(a) above, County and the Agency shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there is, in fact, no Underexpenditure or Misexpenditure or that the amount of the Underexpenditure or Misexpenditure is different than the amount identified by the Agency, and to give the Agency the opportunity to reconsider its notice based on such presentation and discussion. County and Agency may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Misexpenditure. In determining an appropriate apportionment of responsibility, County and Agency may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If after such discussions Agency and County disagree as to whether or not there has been an Underexpenditure or Misexpenditure or to the amount thereof, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, arbitration. If Agency and County reach agreement on the amount owed to Agency, County shall promptly repay that amount to Agency by issuing payment to Agency or by directing Agency to withhold future payments pursuant to 1.c.(iv) below. However, the parties shall not violate federal or state statutes, administrative rules, other applicable authority, or this Agreement in selecting the method or amount of repayment. If the parties are unable to reach agreement within a reasonable period of time, Agency may employ other remedies available under this Agreement or otherwise available at law or in equity.

(b) **Appeal from Federal-Identified Misexpenditures.** In the event that the notice of Misexpenditure is based on a federal determination of an improper use of federal funds or a federal notice of disallowance and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use or notice of disallowance, then County may request that Agency appeal the determination of improper use or notice of disallowance in accordance with the process established or adopted by the federal agency. If County so requests that Agency appeal the determination of improper use of federal funds, federal notice of disallowance or other federal identification of improper use of funds, the

amount in controversy shall, at the option of the County, be retained by the County or returned to Agency pending the final federal decision resulting from the initial appeal. County and Agency shall cooperate with each other in pursuing the appeal. Agency shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. In the event that the Grant Appeals Board or its equivalent denies the appeal Agency may, in its sole discretion, either pursue further appeals in cooperation with County, or notify County that it will recover the Misexpenditure from future payments pursuant to Section 1.c(iv) below. County may choose to pursue any further appeals that might be available to it, and Agency will participate to the extent it determines, at its sole discretion, that its further participation is reasonable and practical. Regardless of any further appeals, within 90 days of the date the federal decision resulting from the initial appeal is final, County shall repay to Agency the amount of the noticed Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to Agency or directing Agency to withhold future payments pursuant to Section 1.c.(iv) below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall pay to Agency the interest, if any, charged by the federal government on such amount.

(iv) **Recovery From Future Payments.** To the extent that Agency is entitled to recover an Underexpenditure or Misexpenditure from future payments as permitted in this Section 1.c, Agency may recover the Underexpenditure or Misexpenditure by offsetting the amount thereof against future amounts owed to County by Agency. Agency shall provide County written notice of its intent to recover the amount of the Underexpenditure or Misexpenditure from amounts owed County by Agency as set forth in this Section 1.c(iv), and shall identify the amounts owed by Agency which the Agency intends to offset (including the Agreement or Agreements, if any, under which the amounts owed arose). County shall then have 14 calendar days from the date of Agency's notice in which to request the deduction be made from other amounts owed to County by Agency and identified by County. Agency shall comply with County's request for alternate offset, unless the County's proposed alternative offset would cause the Agency to violate federal or state statutes, administrative rules or other applicable authority. In the event that Agency and County are unable to agree on which specific amounts owed to County by Agency the Agency may offset in order to recover the amount of the Underexpenditure or Misexpenditure, then the Agency may select the particular amounts from which it will recover the amount of the Underexpenditure or Misexpenditure, within the following limitations: Agency shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then Agency may look to any other amounts currently owing or owed in the future to County by Agency. In no case, without the prior consent of County, shall the Agency deduct from any one payment due County under the Agreement or agreement from which Agency is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. The Agency may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Misexpenditure.

Consistent with Section 1.c.(v)(d), nothing in this Section 1.c.(iv) shall cause County to violate state or federal constitutions, statutes, regulations, rules or other applicable state or federal authority.

(v) **Additional Provisions related to parties rights/obligations with respect to Underexpenditures or Misexpenditures.**

(a) Agency's right to recover Underexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned on County's recovery of any money from any other entity.

(b) If the exercise of the Agency's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.

(c) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future Agreement with the Agency.

(d) Nothing in this Agreement shall require County or Agency to act in violation of state or federal law or the Constitution of the State of Oregon.

(e) Nothing in this Section 1.c shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

(vi) **Modification of Award.** In the event of a modification in the amount of the Award pursuant to the terms of this Agreement, Agency shall provide written notice of such modification to County and provide County with a modified Award. After such notice, County shall not expend previously disbursed Award moneys in excess of the modified Award. County shall return any remaining disbursed funds in excess of the modified Award to the Agency within 90 calendar days of the noticed modification.

2. **County Representations.** County represents to Agency as follows:

a. **Organization and Authority**. County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

b. **Due Authorization**. The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

c. **Binding Obligation**. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to Agency hereunder or in connection with the financial assistance provided to County hereunder are true and accurate in all materials respects.

e. **Activities or Services.** The performance of each Activity will comply with the terms and conditions of this Agreement and meet the standards for such Activity as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in the Award and applicable Funding Area Description.

f. **Cumulative Representations and Warranties**. The representations set forth in this Section are in addition to, and not in lieu of, any other representations or warranties set forth in this Agreement or implied by law.

3. **Agency Representations**. Agency represents to County as follows:

a. **Organization and Authority**. Agency has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

b. **Due Authorization**. The making and performance by Agency of this Agreement (1) have been duly authorized by all necessary action of Agency and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is a party or by which Agency may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than approval by the Department of Justice if required by law.

c. **Binding Obligation**. This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

d. **Cumulative Representations and Warranties**. The representations set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

4. **Expenditure of Award.** County may not expend or obligate in excess of fifty-four percent (54%) of the financial assistance provided to County under this Agreement during the first year of this Agreement without the prior approval of Agency. County may expend the financial assistance provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

a. County may not expend and shall require all Providers by contract to not expend on any Activity any financial assistance provided to County under this Agreement in excess of the amount reasonable and necessary for quality performance of that Activity.

b. County may not expend and shall require all Providers by contract to not expend financial assistance awarded to County under this Agreement for a particular Funding Area (as reflected in the Award) on any Activities or Services other than Activities or Services falling within that Funding Area.

c. County may not use financial assistance provided to County under this Agreement to reimburse any person or entity for expenditures made, or to pay for goods or services provided, prior to the effective date of this Agreement.

5. **Reports.** County shall prepare and deliver to Agency written reports on the expenditure of the financial assistance provided to County hereunder. The reports shall be prepared and submitted in accordance with OAR 423-010-0027(7) through (9).

6. **Provider Agreements.** Except when the Funding Area Description requires Activities falling within that Funding Area to be provided or conducted by County directly or expressly provided in the Plan, County may expend financial assistance provided under this Agreement for a particular Activity to purchase services comprising that Activity from a third person or entity (a "Provider") through a contract (a "Provider Agreement"). County may permit a Provider to purchase services comprising an Activity, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the services. The Provider Agreement must be in writing and contain each of the provisions that must be included in a Provider Agreement under the terms of this Agreement or in order to permit County to comply with its obligations under this Agreement with respect to the Activities conducted by the Provider. County shall maintain an originally executed copy of each Provider Agreement at its office and shall furnish a copy of any Provider Agreement to Agency upon request.

7. **Provider Monitoring.** County shall monitor the use by Providers of all Award funds distributed to such Providers under this Agreement. County shall advise all Providers of the requirements applicable to them and to the use of Award funds under this Agreement, state and federal laws, state and federal regulations, the provisions of other applicable contracts and any supplemental requirements imposed by the County. County shall require by contract that Providers comply with such requirements and satisfy Plan and other program goals related to their Award financing. County shall monitor relevant activities of Providers to ensure that Award funds are used for authorized purposes in compliance with such requirements and to determine whether Plan and other performance goals are being achieved. County shall ensure and require by contract that Providers which expend $500,000 or more in federal funding during the fiscal year relevant to this Agreement have a single, comprehensive and independent audit with respect to such funds for that fiscal year. If findings/recommendations occur from such audits, or from other audits or other County monitoring with respect to Award funds, County shall issue management decisions to relevant Providers within 120 calendar days after receipt of such audit reports or generation of monitoring findings/recommendations and shall ensure that Providers take appropriate and timely corrective action. County also shall provide copies of such audit and monitoring findings/recommendations and of corresponding County management decisions to the Agency within thirty (30) days of County's deadline herein for issuing its respective management decision.

8. **Records Maintenance, Access and Confidentiality.**

a. **Access to Records and Facilities.** The Agency, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County and all Providers that are directly related to this Agreement, the financial assistance provided hereunder, or any Activity for the purpose of making audits, examinations, excerpts, copies and transcriptions. County shall include this provision in all Provider Agreements and require all Providers to include this provision in all subcontracts. In addition, County shall permit, and require all Providers by contract to permit, authorized representatives of Agency to perform site reviews of all Activities of County or of Provider.

b. **Retention of Records.** County shall retain and keep accessible and require all Providers by contract to retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the financial assistance provided hereunder or any Activity, for a minimum of three (3) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement. If there are unresolved audit or other questions at the end of the three-year period, County shall retain the records until the questions are resolved.

c. **Expenditure Records.** County shall document and require all Providers by contract to document the expenditure of all financial assistance paid by Agency under this Agreement. Unless applicable federal law requires County or a Provider to utilize a different accounting system, County shall create and maintain and require all Providers by contract to create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Agency to verify how the financial assistance paid by Agency under this Agreement was expended.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Plan;

b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure County performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by County, is untrue in any material respect when made;

c. County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree

approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

a. Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

b. Any representation, warranty or statement made by Agency herein or in any documents or reports made in connection herewith reasonably relied upon by County to measure performance by Agency is untrue in any material respect when made.

11. Termination.

a. County Termination. County may terminate this Agreement in its entirety or may terminate its obligation to provide services under this Agreement as follows:

(i) At its sole discretion upon 60 days advance written notice to Agency, or

(ii) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

(iii) Upon 45 days advance notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in reasonable exercise of its administrative discretion; or

(iv) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. Agency Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Funding Area described in the Award:

(i) Upon 60 days advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement; or

(ii) Upon 45 days advance notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Agency under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Agency may terminate immediately upon written notice to County or at such other times as it may determine if action by the federal government, the Oregon Legislative

Assembly or the Emergency Board reduces funding to be provided by Agency under this Agreement or the Agency's legislative authorization and the effective date for such reduction is less than 45 days from the date the action is taken.

(iii) Immediately upon written notice to County if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the Agency does not have the authority to provide financial assistance for one or more Funding Areas or no longer has the authority to provide the financial assistance from the funding source it had planned to use.

(iv) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(v) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to conduct an Activity and or deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Provider no longer meets requirements to conduct that Activity and or deliver the Service. This termination right may only be exercised with respect to the Funding Area impacted by loss of necessary licensure or certification.

(vi) Immediately upon written notice to County, if Agency determines that County or any of its Providers have endangered or are endangering the health or safety of individuals.

12. Effect of Termination

a. Generally. If Agency disbursements of financial assistance under this Agreement for a particular Funding Area are reduced under Section 1(a) and 1(b)(i) of Exhibit E, or as a result of Agency's exercise of its rights under this Exhibit E, or as a result of an amendment to this Agreement reducing the amount of financial assistance awarded for that Funding Area, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities within that Funding Area commensurate with the size of the disbursement reduction for that Funding Area. Nothing in this Section 12(a) shall affect the County's obligations under this Agreement with respect to financial assistance actually received by County under this Agreement or with respect to Activities actually performed.

b. Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not Agency has paid or disbursed to County all financial assistance described in the Award. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform activities or services under this Agreement after termination in its entirety except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

c. **Award for Individual Funding Area.** Upon termination of Agency's obligation to provide financial assistance under this Agreement for a particular Funding Area, Agency shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Funding Area, whether or not Agency has paid or disbursed to County all financial assistance described in the Award for that Funding Area. Notwithstanding the foregoing, Agency shall make payments to reimburse County for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency. County shall have no further obligation to perform services or activities under this Agreement within a particular Funding Area if Agency's obligation to provide financial assistance for that particular Funding Area has been terminated except to provide information as required under this Agreement and to cooperate with Agency with respect to the enforcement of surviving rights and obligations under Subsection 12d.

d. **Survival.** Termination of this Agreement shall not extinguish or prejudice Agency's right to enforce this Agreement in accordance with its terms with respect to financial assistance disbursed to County under this Agreement prior to the termination. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Agency's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed to County that is identified as an Underexpenditure or Misexpenditure. Termination of this Agreement, in whole or in part, shall not affect County's right to receive financial assistance to which it is entitled, as described above in Subsections a. through c. If a termination right set forth in this Exhibit E is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. **Modification of Award.** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated, authorized or allotted to Agency, Agency shall provide written notice of such a change to County. The parties shall negotiate an agreement to adjust County's levels of service in a commensurate amount and in proportion to the increase or decrease in the appropriation, authorization or allotment to the Agency. As appropriate, the parties shall execute an amendment to this Agreement reflecting the increase or decrease in the Award and adjustment in levels of service. Nothing in this section shall limit or restrict Agency's rights under this Agreement to suspend disbursement of financial assistance or to terminate this Agreement (or portion thereof as provided in this Exhibit E) as a result of a reduction in appropriations or allotments. This Section is not applicable to any funding change that requires a different or new service to be provided. Further, all parties agree that County may reduce, adjust or terminate levels of service commensurate with the amount of any reduction of money appropriated for implementation of the Plan, in accordance with Exhibit E, Section 1(b)(v) of this Agreement.

14. **Resolution of Disputes over Additional Financial Assistance Claimed by County.** If after termination of this Agreement, County believes that Agency disbursements of financial assistance under this Agreement for a particular Funding Area are less than the amount of financial assistance that Agency is obligated to provide to County under this Agreement for that Funding Area, as determined in accordance with applicable financial assistance calculation methodology, County shall provide Agency with written notice thereof. Agency shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If Agency notifies County that it wishes to engage in a dispute resolution process, County and Agency's Assistant Administrator shall engage in non-binding discussion to give Agency an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If Agency and County reach agreement on the additional amount owed to County, Agency shall promptly pay that amount to County. If Agency and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes,

including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination of this Agreement under Section 15 below.

15. Resolution of Disputes, Generally. In addition to other processes to resolve disputes provided in this Exhibit, either party may notify the other party that it wishes to engage in a dispute resolution process. Upon such notification, the parties shall engage in non-binding discussion to resolve the dispute. If the parties do not reach agreement as a result of non-binding discussion, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies available under this Agreement or otherwise available at law or in equity.

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT F
STANDARD TERMS AND CONDITIONS

1. **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 County or Agency at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's Business Services Office at (503) 373-1283. To be effective against County, any notice transmitted by facsimile must be confirmed by telephone notice to County's Local Juvenile Department. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Agency: State Commission on Children and Families
Business Services Office
530 Center Street NE, #100
Salem, OR 97301-3754
Voice: 503-373-1283
Facsimile: 503-378-8395

Notices to County: Clackamas County Juvenile Dept.
Ellen Crawford, Director
2121 Kaen Rd.
Oregon City, OR 97045

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

3. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

4. **Governing Law, Consent to Jurisdiction.** 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 parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. THE PARTIES BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURT. Except as provided in this

section, neither party waives any form of defense or immunity, whether 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 other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

5. **Compliance with Law.** Both parties shall comply and County shall require all Providers by contract to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the conduct of Activities and or delivery of Services. Without limiting the generality of the foregoing, both parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and Agency, that employ subject workers who conduct Activities in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. County shall require by contract that all Providers comply with these requirements and obtain any insurance required elsewhere in this Agreement.

6. **Assignment of Agreement, Successors in Interest.**

a. County shall not assign, delegate, or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of any assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

7. **No Third Party Beneficiaries.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of Agency to assist and enable Agency to accomplish its statutory mission. 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. **Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

9. **Amendment.** No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of

Administrative Services and Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The parties, by signature of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

10. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

11. Construction. This Agreement is the product of negotiations between representatives of Agency and representatives of County. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

12. Indemnity.

a. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, County shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or Agency

b. To the extent permitted by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, Agency shall indemnify within the limits and subject to the restrictions in the Oregon Tort Claims Act, the County against liability for personal injury or damage to life or property arising from Agency's activity under the Agreement, provided, however, that the Agency shall not be required to indemnify the County for any such liability arising out of the wrongful acts of the County, its officers, employees or agents.

c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO SECTION 12 OF THIS EXHIBIT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Ownership of Intellectual Property.

a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, Agency will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the activities or services under this Agreement. With respect to that portion of the intellectual property that the county owns, County grants the Agency a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of, perform and display the intellectual

property, (ii) authorize third parties to exercise the rights set forth in Section 14.a.(i) on the Agency's behalf, and (iii) sublicense to third parties the rights set forth in Section 14.a.(i).

b. If state or federal law requires that the Agency or County grant to the United States a license to any intellectual property, or if state or federal law requires that the Agency or the United States own the intellectual property, then County shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or the Agency. To the extent that the Agency becomes the owner of any intellectual property created or delivered by County in connection with the services or activities under this Agreement, the Agency will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Provider Agreements terms and conditions necessary to require that Providers execute such further documents and instruments as Agency may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

15. Force Majeure. Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

16. Time is of the Essence. The parties agree that time is of the essence under this Agreement.

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT G
REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements to comply with applicable federal law otherwise in this Agreement, including but not limited to Section 5 of Exhibit F, County shall comply with and shall require all Providers by contract to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all Providers by contract to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the conduct of Activities. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Providers by contract to comply with the following laws, regulations and executive orders to the extent they are applicable to this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) Executive Order 11246, as amended, (d) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (e) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (f) the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L.109-282), provisions of which include but may not be limited to a requirement for County and/or Providers to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database, (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (i) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to conduct Activities in violation of 42 USC 14402.

2. **[Reserved].**

3. **[Reserved].**

4. **[Reserved].**

5. **Cost Principles.** With respect to federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 4 above, County shall comply and require all Providers by contract to comply with the cost principles determined in accordance with the provisions of OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments." Federal funds, if any, received by County under this Agreement from the sources identified in sections 2 through 4 above are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." If applicable, County shall comply, and require all Providers by contract to comply, with the audit requirements and responsibilities set forth in OMB Circular A-133.

6. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than $10,000, then County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Agency of Labor regulations (41 CFR Part 60). OMB Circular A - 102, ¶14.c.

7. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds $100,000 then County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). County shall include and cause all Providers to include in all contracts with Providers receiving more than $100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section. OMB Circular A-102, ¶14.i.

8. **Energy Efficiency.** County shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

9. **Truth in Lobbying.** The County certifies, to the best of the County's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The County shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Providers, subrecipients and subcontractors shall certify and disclose accordingly.

d. The County is solely responsible for all liability arising from a failure by the County to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Agency for any damages suffered by the Agency as a result of the County's failure to comply with the terms of this certification to the extent permitted by law.

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

10. **HIPAA Compliance.** If the Activities and or Services funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), County agrees to conduct the Activities and or Services in compliance with HIPAA.

11. **Resource Conservation and Recovery.** County shall comply and require all Providers by contract to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

12. **Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

13. **ADA.** County shall comply and require all Providers by contract to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the conduct of Activities.

14. **Pro-Children Act.** County shall comply and require all Providers by contract to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

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OREGON COMMISSION ON CHILDREN AND FAMILIES
2011-2013 COUNTY JUVENILE DEPARTMENT
INTERGOVERNMENTAL AGREEMENT
EXHIBIT H
JUVENILE CRIME PREVENTION

I. **Definitions.** In addition to the Definitions of Exhibit A of this Agreement, the following words and phrases shall have the indicated meanings:

1. "**Client**" means any individual who receives a Service.

2. "**Diversion Services**" means services outlined in the Plan and provided under a separate contract with OYA for Diversion Services.

3. "**Evaluation Costs**" means Allowable Costs incurred by a County or a Provider and associated with completion of administration of risk screen, interim review, and JJIS data fields.

4. "**JCP Basic Services Funds**" means funds provided for under a separate contract with OYA for JCP Basic Services.

5. "**JCP Basic Services**" or "**Basic Services**" means services outlined in the Plan and provided under a separate contract with OYA for detention and other juvenile department services including shelter care, treatment services, graduated sanctions and aftercare for youth offenders.

6. "**JCP Prevention Funds**" means funds provided for under this Agreement for JCP Prevention Services.

7. "**JCPAC**" means the Juvenile Crime Prevention Advisory Committee.

8. "**JJIS**" is the Juvenile Justice Information Systems operated by OYA and the Oregon counties.

9. "**Juvenile Crime Prevention Services**" or "**JCP Prevention Services**" means services outlined in the Plan and approved under this Agreement to youth who are at high risk for commission of juvenile crime and (a) who have more than one of the following risk factors: anti-social behavior, poor family functioning; failure in school, substance abuse problems, or negative peer association and (b) who are demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools or law enforcement and that will lead to the youth's imminent or increased involvement in the juvenile justice system.

10. "**OYA**" means the Oregon Youth Authority.

11. "**Plan**" means the County's Local Coordinated Comprehensive Plan incorporating the High-Risk Juvenile Crime Prevention Plan as approved by JCPAC, the provisions of which are incorporated herein by this reference.

12. "**Service**" for purposes of Juvenile Crime Prevention Program Requirements, means any JCP service or group of related services delivered as part of Plan implementation.

13. "**Target Population for Juvenile Crime Prevention Services**" means youth ages 10 to 17 targeted for Juvenile Crime Prevention in the Plan who have more than one of the following risk factors:

a. Anti-social behavior;

b. Poor family functioning or poor family support;

c. Failure in school;

d. Substance abuse problems; or

e. Negative peer association; and

who are clearly demonstrating at-risk behaviors that have come to the attention of government or community agencies, schools, or law enforcement and that will lead to imminent or increased involvement in the juvenile justice system.

II. **GENERAL TERMS AND CONDITIONS.** In addition to the Terms and Conditions of Exhibit E, County shall comply and, as indicated, require all Providers by contract to comply with the following:

1. **Conditions Precedent to Disbursement.** Agency's obligation to disburse JCP funds to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

a. County is in compliance with ORS 279B.200, 279B.230 and 279B.235.

b. OCCF has received a written quarterly JCP disbursement request from County on a form designated by the State.

c. With respect to each disbursement, OCCF has received from County all reports required of JCP programs by Section 4 of this Exhibit E to be submitted to OCCF on or prior to the date of disbursement request.

d. The JCP disbursement request is received no later than 60 days after the termination of this Agreement.

2. **Expenditure/Obligation of Award**. County may not expend or obligate in excess of fifty-four percent (54%) of the JCP funds provided to County under this Agreement during the first year of this Agreement without the prior approval of Agency. County may expend the JCP funds provided to County under this Agreement solely on Activities or Allowable Costs necessarily incurred in implementation of JCP programs and activities identified in the Plan during the term of this Agreement, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Agreement, whether in the applicable Funding Area Descriptions, special conditions identified in the Award, or otherwise):

a. No more than 10% of the JCP funds paid under this Agreement to County shall be expended on Administrative Costs and Evaluation Costs. These limits apply in total to all County government organizational units, Providers, and subcontractors. This applies to all JCP disbursements pursuant to this Agreement. County shall record Administrative Costs on forms provided by the State.

b. County may expend JCP Prevention funds solely on JCP Prevention Services, unless a waiver has been approved by the JCPAC and OCCF.

c. County shall maintain previous levels of JCP funding for the Target Population or shall not reduce such levels of JCP funding by an amount greater than the Target Populations proportional share of reductions of County revenue.

3. **Reports.** County shall submit to OCCF, on forms designated by the State, the following written reports:

a. Youth risk need and interim review information will be required on the services delivered to youth for JCP Prevention Funds at such frequency as may be requested by the State Agency.

b. During the term of this Agreement, a quarterly written detail expenditure report on the County's expenditures during the prior calendar quarter.

c. No later than 60 days after the termination of this Agreement, a written detail expenditure report on the County's expenditures during the 2011-2013 Biennium.

[The balance of this page is intentionally left blank.]

III. REQUIRED FEDERAL TERMS AND CONDITIONS. In addition to the Required Federal Terms and Conditions of Exhibit G, County shall comply and, as indicated, require all Providers by contract to comply with the following federal requirements:

1. HIPAA Compliance. If the Activities and or Services funded in whole or in part with financial assistance provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a "covered entity" under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:

a. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

b. Data Transactions Systems. Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.

c. Consultation. If County reasonably believes that the County's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult Agency's HIPAA Privacy Officer.

2. Federal Fund Accountability and Transparency Act. County shall require by contract that all Providers receiving federal funding with a total value of $25,000 or more under this Agreement have a Data Universal Numbering System (DUNS) number and register in the Central Contractor Registration (CCR) system. County may not sub-grant Award funds of $25,000 or more to a Provider unless the Provider has a DUNS number and is registered in the Central Contractor Registration system.

IV. JUVENILE CRIME PREVENTION PROGRAM REQUIREMENTS.

1. Plan.

a. Plan Implementation.

County shall implement, or through Providers, shall require to be implemented, the JCP Prevention and JCP Basic Services portions of the Plan. The County has developed or

agrees to develop the JCP Prevention, JCP Basic and Diversion Services portions of the Plan according to guidelines provided by the State.

b. Amendment to Plan.

County may request amendment of the Plan by notifying OCCF in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by OCCF. County must obtain approvals for an amendment that makes any significant chance in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

(i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.

(ii) Changes to the Plan budget aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the JCPAC prior to the changes taking effect.

(iii) County shall submit written notification to OCCF for any changes to the Plan budget aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by OCCF. The State reserves the right to require that the County notification be reviewed by the JCPAC for approval prior to the changes taking effect.

(iv) All amendments to the Plan which comply with this Section shall be on file with OCCF and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.

(v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Prevention Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to OCCF, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (60) days from the effective date.

2. Cultural Competency. County shall deliver all Services and require all Providers to deliver Services in a culturally competent and gender appropriate manner.

3. **Grievance System.** During the term of this Agreement, County shall establish and operate a system through which youths receiving Services, and the youths' parents or guardian may present grievances about the delivery of the Services. At the time arrangements are made for delivery of Services to a particular youth, County shall advise the youth and the parents for guardian of the youth of the existence of this grievance system.

4. **Outcomes.** County shall target its Juvenile Crime Prevention Services to the Target Population for Juvenile Crime Prevention and shall implement those services with the goal of achieving the following high level outcomes: (i) reduction of juvenile arrest rate in County, (ii) reduction of juvenile recidivism rate in County, and (iii) reduction (or maintenance) in the use of beds at OYA's Close Custody Facilities by youth from County to (or at) a level at or below Discretionary Bed Allocation. The specific targets for high level outcomes are set forth in the Plan. County shall also implement its Juvenile Crime Prevention Services and Basic Services with the goal of achieving the intermediate outcomes identified in the Plan.

5. **Evaluation**

a. County shall furnish OCCF with such data, information and reports, on County's implementation of the Juvenile Crime Prevention Services and expenditure of the funds therefore paid to County hereunder, in such format and at such frequency as may be reasonably requested by OCCF or as needed to comply with state or federal laws, regulations, or executive orders. County agrees to and does hereby grant the State the right to reproduce, use and disclose all or any part of such data, information or reports furnished under this Agreement.

b. County agrees to produce screening and assessment data as required by the JCPAC to the State in such form and at such times as the State may reasonably request.

c. In addition to the other reporting requirements of this Agreement, the County must ensure that all OYA required JJIS data fields are entered into JJIS.

d. If the County does not meet the intermediate outcomes identified in the Plan for Juvenile Crime Prevention Services, OCCF shall conduct a performance review of the County's efforts under the Plan in order to identify ways in which the Juvenile Crime Prevention Services portion of the Plan may be improved. If, upon review, the OCCF determines that there are reasonable grounds to believe that County is not in substantial compliance with the Plan or this Agreement, OCCF or the JCPAC, at OCCF's direction, may notify County regarding the alleged noncompliance and offer technical assistance, which may include peer review or other assistance, to reach such compliance. Nothing in this Section shall be construed to limit or restrict any OCCF right arising out of County's default, as described in Exhibit E.

6. **Evidence-Based Programs.** County shall work with OCCF to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with OCCF to develop a reporting process on County's evidence-based programs and services funded under this Agreement.

7. **Records Maintenance, Access and Confidentiality**. County shall maintain and shall require all Providers by contract to maintain a Client record for each youth that receives a Service.

[The balance of this page is intentionally left blank.]

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CLACKAMAS COUNTY

Capt. Chris Hoy
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

July 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AMENDMENT #1 TO INTERGOVERNMENTAL AGREEMENT #4601 BETWEEN THE STATE DEPARTMENT OF CORRECTIONS AND CLACKAMAS COUNTY

Attached is Amendment #1 to the Intergovernmental Agreement #4601 between the State Department of Corrections and Clackamas County. The amendment to the IGA is required for any county receiving Community Corrections funds. It amends the payment period to begin July 1, 2012 and end on June 30, 2013 and adopts the 2011-2013 Measure 57 Supplemental Funds Budget Summary.

Recommendation:
Staff respectfully requests that the Board approve Amendment #1 to Intergovernmental Agreement #4601 between Clackamas County and the State Department of Corrections.

Sincerely,

Captain Chris Hoy, Director

For more information on this or copies of attachments
Please contact Heidi Dew 503-655-8393

AMENDMENT #1 TO
INTERGOVERNMENTAL AGREEMENT #4601

This Amendment #1 (the "Amendment") to Intergovernmental Agreement #4601 effective November 29, 2011 (the "Agreement"), is entered into by and between the State of Oregon, acting by and through its Department of Corrections ("DEPARTMENT"), and Clackamas County ("COUNTY"). Each party, without distinction, shall be referred to individually as "Party" or collectively as "Parties". This Amendment shall become effective on the date of last signature.

1. Specific revisions to the Agreement (new language is underscored and deleted language is [bracketed]):

1.1 Section II.B is amended as follows:

"This Agreement will become effective on the date it is signed by every party to the Agreement and all approvals have been obtained, and will remain in effect until June 30, [2012] 2013 or until terminated according to Section XI (*Termination*)."

1.2 Section VIII B. is amended as follows:

"Payment to COUNTY for the period ending June 30, 2012 will be made within 15 days after execution of this Agreement. Payment for the period beginning July 1, 2012 and ending June 30, 2013 shall be made within 15 days after execution of Amendment #1.

1.3 Section VIII.E is amended as follows:

"Unexpended Funds: Fund balances remaining after June 30, [2012] 2013 may be retained by the COUNTY, upon approval by DEPARTMENT, for the provision of on-going supervision, correctional services, and sanctions in accordance with the Plan. To retain the unexpended funds COUNTY must submit a Plan Modification to DEPARTMENT reflecting the on-going services and requesting an extension of the Duration of the Agreement."

1.4 Section VIII.G is amended as follows;

"Maximum Grant Amount. Grant funds are based upon COUNTY's Application for Supplemental Funds. Unless amended, the maximum, not-to-exceed County Corrections Intervention Grant payable to COUNTY under this Agreement is [$295,785] $591,570. The maximum grant amount may be increased only by written amendment of this Agreement which is signed by all parties and with all required State approvals."

1.5 Section XVIII, Notice, is deleted in its entirety and replaced with the following:

"Except as otherwise expressly provided in this Agreement, any notices between the Parties to be given hereunder shall be given in writing by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid to COUNTY or DEPARTMENT at the address or number set forth below, or to such other addresses or numbers as any Party may indicate pursuant to this section. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any notice given by personal delivery shall be effective when actually delivered to the Authorized Representatives listed below:

To DEPARTMENT: Assistant Director of Community Corrections
Community Corrections
Department of Corrections
2575 Center St. NE
Salem, OR 97301
Telephone: 503-945-9050
Fax: 503-373-7810

To COUNTY: Chris Hoy, Director
Clackamas County Community Corrections
1024 Main Street
Oregon City, OR 97045
Telephone: 503-655-8603
Fax: 503-650-5942
E-mail: choy@co.clackamas.or.us"

The Parties may change the persons named in this section by notice to the other Parties as provided herein. No amendment to this Agreement is required to make such change."

1.6 The Section of Exhibit A titled "Budget Summary" is hereby deleted in its entirety and replaced with the attached Budget Summary.

2. This Amendment may be executed in counterparts and the counterparts, when assembled, shall constitute one and the same instrument.

3. Except as expressly amended above, all other terms and conditions of the Contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the Parties acknowledge that they have read and understand this Amendment and agree to be bound by its terms and conditions effective as noted below.

STATE OF OREGON
DEPEPART OF CORRECTIONS

_____
Ginger Martin, Assistant Director

_____
Date

Approved for Legal Sufficiency by the
Oregon Attorney General's Office

_____

CLACKAMAS COUNTY

_____
Signature

_____
Title Date

_____
Signature

_____
Title Date

2011-2013 M57 Supplemental Funds
Intervention Program Budget Summary

Program Expenses	2009-20011 M57 State Funds Carryover	2011-2012 M57 State Funds	Other State Funds	County/Local Funds	Total
A. Supervision Related Personnel Costs	N/A				
WCSAP-Counselor FTE 1.5, Community Corrections Officer FTE 1, HSA FTE .1, Supervisor FTE .6, Manager FTE .2, Director FTE .1		$192,150	$270,398	$180,264	$ 642,812
MCSAP-Counselor FTE 2, Community Corrections Officer FTE 8.5, HSA FTE .2, Maintenance Asst. FTE .5, Supervisor FTE .6, Manager FTE .2, Director FTE .1		$399,420	$930,236	$620,158	$ 1,949,814
B. Materials and Services	N/A				
WCSAP-Food, UA kits, Paper Products, Laundry Supplies, linens, curriculum			$ 211,718.00	$ 54,794.00	$ 266,512
MCSAP-Food, UA kits, paper products, laundry supplies, linens, curriculum			$ 211,718.00	$ 54,794.00	$ 266,512
C. Treatment Provider and/or Contract Professional Services	N/A				
WCSAP-Mental Health Specialist II FTE 1.6, Mental Health Program Supervisor FTE.05				$ 223,914.00	$ 223,914
MCSAP-Mental Health Specialist II FTE 1.6, Mentor FTE 1.0				$ 418,760.00	$ 418,760
D. Sanction Costs *(by type)*	N/A				
D. Capital Outlay and Start-Up Costs	N/A	N/A	N/A	N/A	N/A
Total		$399,420	$ 423,436.00	$822,856	$ 642,674

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WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

July 12, 2012

Board of County Commissioners
Clackamas County

Members of the Board:

APPROVAL OF CONSTRUCTION SERVICES AGREEMENT
FOR TRI-CITY SERVICE
SECONDARY CLARIFIER #1 REHABILITATION PROJECT

The clarifiers main drive unit has been in place since 1986 and has been rebuilt once, but is obsolete and needs to be replaced. Seals on the mechanism also need to be replaced. In addition, while the clarifier is drained down, the grouted bottom needs to be evaluated and replaced if necessary and the clarifiers' ferrous mechanisms and sweep arms need to be evaluated and recoated if necessary. These steps will increase the reliability of this clarifier and support regulatory compliance under the National Pollutant Discharge Elimination System (NPDES) permit requirements.

The District publicly advertised and then publicly opened and read bids received on June 19, 2012 with Stettler Supply Co. being the lowest responsive bidder. Bid award was identified in the bidding documents as being based on the lowest responsive bid for the base bid work item, which is the replacement of the clarifier drive mechanism. Responsive base bids ranged from $45,375 to $61,936. The engineer's estimate was $50,000.

Bids were also received for possible additional work while the clarifier basin is down, as alternates. Those alternates are for the as needed replacement of the clarifier basin bottom grout and for the as needed recoating of clarifier basin metal components. Settlers' bid for these alternates was an additional $168,385, for a total of $213,760 for all items. The engineers estimate for all items was $240,000.

District staff has reviewed bids and recommends proceeding with construction of the Secondary Clarifier #1 Rehabilitation Project utilizing the construction services of the lowest responsive and responsible bidder, Stettler Supply Co.

The District budgeted funds in FY 2012-2013 for this work and District Counsel has reviewed the construction Agreement as to form.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, Oregon, acting as the governing body of the Tri-City Service District, a county service district ("District"), and as the Local Contract Review Board, make a finding that:

A. The District award the construction contract to Stettler Supply Co. for the construction of the Secondary Clarifier #1 Rehabilitation Project for the total of their base bid plus bid alternates of $213,760, and
B. Authorize the Director of Water Environment Services to execute the contract for construction between Tri-City Service District and Stettler Supply Co. without further Board action.

Sincerely,

Michael S. Kuenzi, P.E.
Director

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

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2012 by and between Clackamas County Tri-City Service District (hereinafter called OWNER) and _____ _____(hereinafter called Contractor).

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

Article 1. WORK

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

Tri-City Water Pollution Control Plant – Secondary Clarifier No. 1 Rehabilitation Project.

Article 2. THE PROJECT

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

Article 3. ENGINEER

3.1 The term Engineer is defined in the Supplementary Conditions.

3.2 Engineer is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.

4.2 The Contractor shall commence work within 10 calendar days after receipt of written Notice-to-Proceed. Contractor shall substantially complete all of the Base Bid Work within 21 calendar days of Notice-to-Proceed, and all of the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 28 calendar days after Notice-to-Proceed. The time allowed for substantial and final completion shall be extended by 28 calendar days if one and or both Bid Alternates are accepted. The written Notice-to Proceed will be forwarded to the Contractor after the Contractor submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the OWNER and these documents have been approved as to form by the OWNER's attorney, and signed by the OWNER.

4.3 Contractor and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER five hundred dollars ($500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until all of the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the days specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, Contractor shall pay OWNER five hundred dollars ($500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment for all of the Work, plus any fees or penalties imposed by regulators for other violations.

Article 5. CONTRACT PRICE

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

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

A. Lump Sum Bid amount identified in the Bid Form.

Lump Sum Price: $_____
(in figures)

B. Owner Contingency Amount identified in the Bid Form: $10,000

C. Total Base Bid Amount: $_____
(in figures)

5.3 For all work at the prices stated by Contractor, the Bid Form is attached hereto as an Exhibit.

Article 6. PREVAILING WAGE RATES

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

Article 7. PAYMENT PROCEDURES

7.1 Progress Payments and Retainage

A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.

B. If the Contract is for a public work and the Contract price is $10,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the OWNER and with the Wage and Hour Division, Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, Oregon, 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.

C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval by the 5th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.

D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.

E. If the Contract price is determined wholly on a unit basis, Engineer may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.

F. If the OWNER receives written notice of any unsettled claims for damages or other costs due to Contractor's operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Engineer.

G. Progress payments will be made by OWNER on a monthly basis within thirty (30) days after receipt of the Contractor's estimate of work performed, or 15 days after the payment is approved by the Engineer, whichever is the earlier date. Negotiable warrants will be issued by OWNER for the amount of the approved estimate, less five percent (5%) retainage. Such amount

of retainage shall be withheld and retained by OWNER until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by OWNER in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the OWNER may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's Surety.

H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion, the work has not progressed to the point indicated by the Contractor's submittal in paragraph C above. The Engineer may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the OWNER from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the Contractor, (7) claims against the Contractor by the OWNER, (8) failure of Contractor to submit updated project schedules as specified.

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

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

J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.

K. When the progress estimate indicates that the progress payment would be less than one thousand dollars ($1000), no progress payment will be made for that estimate period, unless approved by the Engineer.

L. Contractors are required to provide the OWNER with a list of Contractor's personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the OWNER's office. No payment will be released to an unauthorized person.

7.2 Final Estimate and Final Payment

A. Pursuant to ORS Chapter 279C, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.

B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the OWNER shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Section 00700, Subsection 10.05, Claims and Disputes.

C. Upon receipt of the executed Certificate of Completion from the Contractor, and approval by the Engineer, the Engineer will process the final payment.

D. Provided Contractor submits a claim in the manner and time as required in B. above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.

E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.

F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the OWNER.

G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the OWNER for approval. Upon approval and acceptance by the OWNER, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.

I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefore, for the preparation of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.

J. Non-resident Contractor will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.

K. Execute and deliver to OWNER, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against OWNER arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting OWNER, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.

L. If OWNER declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by

OWNER shall be paid to Surety and not to Contractor in accordance with terms of the Contract.

M. Acceptance by Contractor of final payment shall release OWNER and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release Contractor or his Sureties from warranties or other obligations required in the performance of the Contract.

Article 8. CONTRACT DOCUMENTS

8.1 Contents

A. The Contract Documents which comprise the entire agreement between OWNER and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Performance Bond.
3. Payment Bond.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications (including Appendices if any) as listed in Table of Contents of Volume 1 – Contract Specifications, including the referenced Oregon State prevailing hourly wage rates for Public Works Contracts in Oregon requirements.
7. Drawings consisting of a cover sheet and drawings as listed in Volume 2.
8. Exhibits to this Agreement (enumerated as follows):
   a. Addenda number(s) ___ to ___ included as Exhibit 1.
   b. Bid Form.
   c. Bid Bond.
   d. Noncollusion Affidavit.
   e. Resident/Nonresident Bidder Status.
   f. First-tier Subcontractor Disclosure Form.

9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed.

b. Written Amendments.

c. Work Change Directives.

d. Change Order(s).

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

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement will have the meaning indicated in the General Conditions, and as revised by Supplementary Conditions.

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

9.3 OWNER and Contractor each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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

9.5 One Year Maintenance and Warranty

A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the OWNER and at no cost to OWNER, any and all defects, breaks, or failures of the Work occurring within one (1) year following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing

his duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year maintenance period required shall, with relation to such required repair, be extended one (1) year from the date of completion of such repair. Where equipment and/or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or system.

B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, OWNER may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the OWNER, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the OWNER to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

C. As a means of providing surety during the maintenance period, the Contractor shall provide to the OWNER written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:

1. Continuance of the contract performance bond at the original or a reduced amount.

2. Maintenance bond in a format and with the conditions acceptable to the OWNER.

3. Cash deposit to the OWNER's Treasury, with a treasurer's receipt acting as proof of surety.

4. Other arrangements, as may be proposed by the contractor and accepted by the OWNER.

Article 10. GOVERNING LAW

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

Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

11.1 By entering into this Agreement, the Contractor irrevocably assigns to OWNER any claim or cause of action which the Contractor now has or which may accrue in the future, including at OWNER's option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person which are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Agreement.

11.2 Contractor shall require any subcontractor to irrevocably assign to the OWNER, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the OWNER's option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of this Agreement.

11.3 In connection with this assignment, it is an express obligation of the Contractor that it shall take no action which any way diminishes the value of the rights conveyed or assigned hereunder to the OWNER. It is an express obligation of the Contractor to advise the OWNER's legal counsel:

A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;

B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and

C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the OWNER.

11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to the OWNER its proportionate share thereof, if any, assigned to the OWNER hereunder.

Article 12. RECORDS RETENTION

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

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

WATER ENVIRONMENT SERVICES
for
THE TRI-CITY
SERVICE DISTRICT

CONTRACTOR:

OWNER:

Company

Director: Michael S. Kuenzi, PE

Address

Date

City, State, Zip

Authorized Signature

Title

Federal Tax ID Number

Date

END OF SECTION

SECTION 00301

BID FORM

To: Tri-City Service District

Address: 150 Beavercreek Road, Oregon City, Oregon 97045

Project Title: Tri-City Water Pollution Control Plant – Secondary Clarifier No. 1 Rehabilitation Project

1. BIDDER'S DECLARATION:

   The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER ACCEPTS:

   BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) consecutive calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Documents within ten (10) consecutive calendar days after the date of OWNER's Notice of Award.

3. BIDDER's REPRESENTATIONS:

   In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Number and Date):

Addenda Number	Date of Issue
1	6/11/12
2	6/14/12

   B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

C. BIDDER's *authorized representative* attended the mandatory pre-bid conference is hereby acknowledged.

D. BIDDER understands and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work. This includes BIDDER acknowledgment that the provisions of ORS 279C.350 and amendments thereto and regulations issued thereunder, relating to prevailing wages, benefits and other requirements are to be complied with.

E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (Surface, Subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.

F. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work, at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

I. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between the Contract Documents and/or other related documents; and where said conflicts, etc., have not been resolved through interpretations of clarifications by the ENGINEER as described in Section 00100 – Instructions to Bidders, because of insufficient time or for any other reason, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a higher Bid.

J. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

K. BIDDER agrees to comply with the provisions of ORS 279C.800 through 279C.870 or Davis Bacon Act (40 U.S.C 276a) as applicable.

L. Certifies that BIDDER has not discriminated against minority, women, or emerging small business enterprises in obtaining subcontracts.

4. TOTAL BASE BID:

a. Total Base Bid Amount: OWNER will pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the following:

b. The Total Base Bid Amount will be the ~~sum of the~~ Lump Sum Amount for all Work not including the **Allowance for Differing Site Conditions, as described below** ~~Owner Contingency Allowance amount specified below~~ and does **not** include bid alternate items.

c. Base Bid Lump Sum Amount (**without Allowance for Differing Site Conditions which is identified below**):

$ thirty five thousand, three hundred and seventy five dollars even.
(words)

$ 35,375.00
(figures)

~~d.~~ **Allowance for Differing Site Condition** ~~Owner Contingency Allowance (OCA):~~

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

Allowance for Differing Site Condition ~~Owner Contingency Allowance~~:
$10,000.00

e. **Total Base Bid Amount**: Base Bid Lump Sum Amount plus the **Allowance for Differing Site Condition** identified above~~Owner Contingency Allowance~~:

$ forty five thousand, three hundred and seventy five dollars even.
(words)

$ 45,375.00
(figures)

4. BID ALTERNATES:

A. The undersigned Bidder offers to make, at the bid alternate prices following, the changes in the Work covered by the Lump Sum Bid that are specified in the bid alternates priced below.

B. It is understood that:
1. All bid alternate prices must be filled in.
2. The acceptance or rejection of any or all of these bid alternates is at the option of Owner.
3. Acceptance or rejection of bid alternates will not necessarily be made on the basis of price alone.
4. The acceptance or rejection of one or more bid alternates will not affect the Lump Sum Bid, nor other conditions of this Bid, nor the price of other accepted bid alternates.
5. The addition or deduction shown herein for each bid alternate is the net addition or net deduction that is to be applied to the Lump Sum Bid of the undersigned if the bid alternate is accepted by Owner.
6. The Contract Price shall be the net amount determined by applying the bid alternate prices of all accepted bid alternates to the Lump Sum Bid.
7. The acceptance or rejection of the bid alternate will be made following Notice to Proceed and after the clarifier has been removed from service and inspected by the OWNER. The Contract amount for an accepted Bid Alternate will be modified by Change Order.

C. **Bid Alternate "A"**: Add to the Lump Sum Bid provision of materials and all labor needed to recoat the Secondary Clarifier No. 1 as outlined in Section 09960 and all other Bid Documents.

One hundred and nineteen thousand, five hundred and sixty (in words) Dollars

$ 119,560.00 (in figures)

D. **Bid Alternate "B"**: Add to the Lump Sum Bid demolition and replacement of Secondary Clarifier No. 1 basin bottom grout as outlined in Section 03565 and all other Bid Documents.

forty eight thousand, eight hundred and twenty five (in words) Dollars

$ 48,825.00 (in figures)

5. Completion.

BIDDER agrees that the Work will be substantially completed and finally completed and ready for final payment in accordance with Paragraph 14.07 of the *General Conditions on or* before the dates or within the number of calendar days indicated in the Agreement.

BIDDER agrees that Work associated with all defined interim milestones will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to achieve substantial completion, and make the Work finally complete and ready for final payment, and for completion of all defined interim milestones, within the Contract Times specified in the Agreement.

6. Attached Documents.

   The following documents are attached to and made an integral part of this Bid. Failure to submit any of these documents shall render the bid non-responsive. Error in completing these documents may render the bid non-responsive.

   a. Required Bid Security in the amount of five (5) percent of the Bid amount in the form of a certified or bank check, or Bid Bond per Section 00310 – Bid Bond.

   b. Required BIDDER's Noncollusion Affidavit form per Section 00320.

   c. Required BIDDER's Resident/Nonresident BIDDER Status form per Section 00330.

7. The following document shall be submitted within two (2) working hours after the time and date specified for submission of Bids and shall be made an integral part of the Bid.

   a. Required BIDDER's First-Tier Subcontractor Disclosure Form per Section 00340.

8. Bidder Contact for Communications.

   BIDDER's person to contact for additional information about this Bid:

   Name: TREVOR SPIRES

   Phone and facsimile no.: 503 585-5550 | 503 581-6799

   E-Mail Address: trevors@stettlersupply.com

9. Defined Terms.

   Terms used in this Bid have the meanings indicated in the Instructions to Bidder, the General Conditions, and the Supplementary Conditions.

10. BIDDER.

SUBMITTED on June 19, 2012.

Oregon State CONTRACTOR License No. 33228.

If BIDDER is:

An Individual:

By _____
(Individual's Signature)

_____
(Printed Name)

doing business as _____

Business address: _____

Phone and facsimile no.: _____

A Partnership:

By _____
(Firm name)

_____
(General Partner's Signature)

_____
(Printed Name)

Business address: _____

Phone and facsimile no.: _____

A Corporation:

By Stettler Supply Company
(Corporation name)

Oregon
(State of incorporation)

By _____
(Signature of person authorized to sign)

Trevor Spires
(Printed Name)

Treasurer
(Title)

(Corporate Seal)

Attest _____
(Secretary) Trevor Spires

Business address: 1810 Lana Ave NE, Salem, OR. 97301

Phone and facsimile no.: 503 585-5550 / 503 581-6799

END OF SECTION

CONSENT RESOLUTION

WHEREAS, the undersigned are all of the Directors and Shareholders of *Stettler Supply Co.*, an Oregon corporation (the "*Corporation*"); and

WHEREAS, the undersigned wish to take the action as hereinafter set forth pursuant to the Oregon Business Corporation Act; and

WHEREAS, the undersigned Shareholders and Directors of the *Corporation* wish to take the following actions.

NOW, THEREFORE, the following resolutions are unanimously adopted:

RESOLVED, that the following individuals shall serve as Directors of Corporation during the fiscal year ending December 31, 2012 or until their successors are duly elected and qualified to serve: William J. Martinak and Trevor W. Spires.

BE IT FURTHER RESOLVED, that the following individuals shall serve as Officers of the Corporation during the fiscal year ending December 31, 2012, or until their successors are duly appointed and qualified to serve.

President:	William J. Martinak
Secretary/Treasurer	Trevor W. Spires

IN WITNESS WHEREOF, the undersigned have hereunto set their hands effective as of December 30, 2011.

William J. Martinak

Trevor W. Spires

JUN 07 2012

SECTION 00310

BID BOND

Bond No.: N/A

Amount: $ --5%--

KNOW ALL MEN BY THESE PRESENTS, that STETTLER SUPPLY COMPANY

DBA: STETTLER SUPPLY & CONSTRUCTION

As BIDDER (PRINCIPAL), and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

a corporation duly organized under the laws of the State of CONNECTICUT

having its principal place of business at ONE TOWER SQUARE, HARTFORD, CT 06183

in the State of CONNECTICUT

and authorized to do business in the State of Oregon, thereinafter "Surety," are jointly and severally held and firmly bound unto CLACKAMAS COUNTY TRI-CITY SERVICE DISTRICT, a county service district formed pursuant to ORS Chapter 451, and public contracting agency, as OWNER (OBLIGEE), in the sum of FIVE PERCENT (5%) of the total amount of the bid of the

Principal, in the sum of --FIVE PERCENT OF TOTAL AMOUNT BID-- DOLLARS

($--5%--), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

The BIDDER is herewith submitting its offer for the fulfillment of the OWNER's contract for construction of the Tri-City Water Pollution Control Plant – Secondary Clarifier No. 1 Rehabilitation Project.

NOW THEREFORE, if the bid proposal submitted by the BIDDER is accepted and the contract awarded to the BIDDER, and if the BIDDER shall execute the proposed Agreement and shall furnish such insurance certificates and performance and payment bonds as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the BIDDER shall fail to execute the proposed contract and furnish the bonds, Surety hereby agrees to pay to the OWNER the above sum within ten (10) days of such failure. The surety and OWNER agree that failure or neglect of the BIDDER to furnish, execute and deliver to the OWNER the required performance bond and payment bond and evidence of insurance, and to enter into, execute and deliver to the OWNER the Agreement of the form provided within ten calendar days after receiving written notice from the OWNER that the award has been made and the Agreement is ready for execution will cause damage to the OWNER; that the calculation of the damages is very difficult and therefore the amount payable to the OWNER under the bid guaranty bond, or cash or certified cashier's check shall be paid to OWNER as

liquidated damages; that his is a reasonable estimate of the damages the OWNER will suffer; that this is not a penalty.

SIGNED AND SEALED this 6TH day of JUNE, 2012.

STETTLER SUPPLY COMPANY DBA: STETTLER SUPPLY & CONSTRUCTION (SEAL)	TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (SEAL)
By:	By:
Its: TREASURER-SECRETARY	Its TY MOFFETT ATTORNEY-IN-FACT
"BIDDER:	"SURETY"

If the BIDDER is operating under an assumed business name, there must also be set forth in the first paragraph of the bond the names of all the partners or the individual owning the business, and the bond must be executed by one of them.

If the BIDDER is a corporation or a Limited Liability Company, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, shown on the face thereof the Oregon agent for service, and bear the seal for the surety company. Where the bond is executed by an agent, there must be included a copy of the authority of the agent to act for the surety company at the time of the execution of the bond.

To each executed original of this bond, there must be attached a complete set of Contract Documents, with all corrections, interlineations, signatures, etc., completely reproduced therein.

END OF SECTION

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218303 **Certificate No.** 004736346

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

A.G. Sadowski, Derek A. Sadowski, Kathleen M. Sadowski, and Ty Moffett

of the City of Salem, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 17th day of February, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

SECTION 00320

NONCOLLUSION AFFIDAVIT

State of Oregon)
) ss.
County of Marion)

Contract Bid Name Tri-City Water Pollution Control Plant - Secondary Clarifier No. 1 Rehabilitation Project

I state that I am Secretary/Treasurer (Title)

of Stetler Supply Company (Name of Firm) and that I am authorized to make this affidavit on behalf of this firm and its owners, directors, and officers. I am the person responsible in this firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

(4) The Bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(5) Stetler Supply Company (name of this firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that Stettler Supply Company (name of this firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Clackamas County Tri-City Service District in awarding the contract for which this Bid is submitted. I understand and this firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Clackamas County Tri-City Service District of the true facts relating to the submission of Bids for this contract.

Signature TREVOR SPIRES

STETTLER SUPPLY / SECRETARY
Name of Company/Position

Sworn to and subscribed before me this 19th day of June, 2012.

Kristi C. Conaway
Notary Public for Oregon

This commission expires Feb 19, 2014

OFFICIAL SEAL
KRISTI C CONAWAY
NOTARY PUBLIC - OREGON
COMMISSION NO. 446002
MY COMMISSION EXPIRES FEBRUARY 19, 2014

END OF SECTION

SECTION 00330

RESIDENT/NONRESIDENT BIDDER STATUS

Oregon law requires that the OWNER, in determining the lowest responsive bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides.

Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid whether the bidder is a "resident bidder." A "nonresident bidder" is a bidder who is not a resident bidder.

The undersigned bidder states that it is: (check one)

1. A resident bidder: X

2. A nonresident bidder: _____

   Indicate state in which bidder resides: Oregon

CONSTRUCTION CONTRACTORS REGISTRATION

Oregon law requires that all contractors must be registered with the Construction Contractors Board in order to submit a bid to do work and to do work as a contractor. The undersigned bidder states that it is now registered with the Oregon Construction Contractors Board.

Indicate the Bidder's Registration No. 33228.

Signature TREVOR SPIKES

Stettler Supply Company

Name of Company

END OF SECTION

SECTION 00340

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: Tri-City Water Pollution Control Plant – Secondary Clarifier No. 1 Rehabilitation Project

Bid #: 1 **Bid Closing: Date:** 6/19/12 **Time:** 2PM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

INSTRUCTIONS:

The bidder will check the box below stating "Not Applicable" if the bid value of the designated project is less than $100,000. This form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time, but no later than the submittal date and time stated in this bid packet.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Dollar Value, and Category of Work for each first-tier subcontractor that would be furnishing labor, or labor and materials, for which disclosure is required. Check the box stating "No First-Tier Subcontractors" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

[ ] **NOT APPLICABLE** – Amount bid for this project is less than $100,000.

[ ] **NO FIRST-TIER SUBCONTRACTORS** – No first-tier subcontractors will be furnishing labor or labor and materials in connection with this project.

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1. Fine Painting + Allied Services	$99,500	Painting (Alternate A)
2.		
3.		
4.		

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

a) 5 percent of the total Contract Price or $15,000, whichever is greater. If the Dollar Value is less than $15,000 do not list the subcontractor above.

or

b) $350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Stetler Supply Company

Contact Name: Trevor Spires Phone # 503 385-5550

END OF SECTION

ADDENDUM NO. 1

TO

CONTRACT DOCUMENTS

FOR

CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES

SECONDARY CLARIFIER NO. 1 REHABILITATION PROJECT

June 11, 2012

EXPIRES: 06/30/12

This Addendum No. 1, pages 1 through 2 modifies the Bidding Documents for the Clackamas County Water Environment Services, Secondary Clarifier No. 1 Rehabilitation Project, and shall become part of the Contract and all provisions of the Contract shall apply thereto.

Proposers shall acknowledge receipt of Addenda by number in the space provided for that purpose on Document 00301 – Bid Form.

Items indicating ~~strikethrough~~ are to be deleted. Items indicated by **bold** are in addition.

CONTRACT DOCUMENTS, SPECIFICATIONS

SPECIFICATION 00100 – INSTRUCTIONS TO BIDDERS

8.1 B. Visit the Site to become familiar with and satisfy BIDDER as to the general, specific, local and site conditions that may affect cost, progress, performance or furnishing of the Work. The OWNER's contact person that prospective BIDDERs may contact to arrange for access for BIDDER and sub-bidder site examinations and investigations is Mr. Don Harland, Water Environment Services. Mr. Harland may be reached via telephone at (503) 793-6954 (main contact number – cell phone) or (503)-557-0278 extension 223 (office phone). Requests shall be scheduled at least two (2) workdays prior to the date and time of the requested site visit. BIDDER and sub-bidder attention is directed to Article 22 - ~~Mandatory~~ **Non-mandatory** Pre-Bid Conference and Section 00020 – Invitation to Bid for information concerning the ~~mandatory~~ **non-mandatory** pre-bid conference and associated opportunity to examine the Site of the Work.

The time provided for completion of the Contract is not changed.

Bidders shall acknowledge receipt of all Addenda by number and date of issue in the space provided in the Bid Form.

CAROLLO ENGINEERS, INC.

R. Shanley

Rick Shanley, P.E.
P.E. NO. 18933

ADDENDUM NO. 2

TO

CONTRACT DOCUMENTS

FOR

CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES

SECONDARY CLARIFIER NO. 1 REHABILITATION PROJECT

June 14, 2012

EXPIRES: 06/30/12

This Addendum No. 2, pages 1 through 6 modifies the Bidding Documents for the Clackamas County Water Environment Services, Secondary Clarifier No. 1 Rehabilitation Project, and shall become part of the Contract and all provisions of the Contract shall apply thereto.

Proposers shall acknowledge receipt of Addenda by number in the space provided for that purpose on Document 00301 – Bid Form.

Items indicating ~~strikethrough~~ are to be deleted. Items indicated by **bold** are in addition.

CONTRACT DOCUMENTS, SPECIFICATIONS

SPECIFICATION 00301 – BID FORM

Replace specification in its entirety.

SPECIFICATION 00500 – AGREEMENT

Article 5. CONTRACT PRICE
5.2, B: ~~Owner Contingency Amount~~ **Allowance for Differing Site Conditions** identified in the Bid Form: $10,000

SPECIFICATION 00805 – SUPPLEMENTARY CONDITIONS

Article 6 (add the following sub paragraph to Article 6)

SC-6.02.B Labor; Working Hours: Add the following subparagraphs immediately after paragraph 6.02.B:

1. No Work shall be done between 6:00 p.m. and 6:00 a.m without written permission of Owner. However, emergency work may be done without prior permission, as long as Owner is notified as soon as possible.

SPECIFICATION 01110 – SUMMARY OF WORK

1.05 B: Activities by others which may affect performance of work include:
1. Daily maintenance and operation of Secondary Clarifier No. 2~~1~~. **Access to and around Clarifier No. 2 shall be maintained during construction on Clarifier No. 1.**

SPECIFICATION 01140 – WORK RESTRICTIONS

1.04 – Delete section in its entirety

1.05. Delete Section 1.05 in its entirety.

APPENDIX A: Delete in its entirety.

SPECIFICATION 01292 – SCHEDULE OF VALUES

1.01 B, 3, a: Section **01324CA** - Progress Schedules and Reports

SPECIFICATION 01324C – PROGRESS SCHEDULES AND REPORTS

Replace this specification in its entirety with the attached.

SPECIFICATION 01330 – SUBMITTALS PROCEDURES

1.06 Submittal Procedures

D, 2 Review timeframe:

a Except as may be provided in technical specifications, a submittal will be returned within **5** ~~15~~ days.

SPECIFICATION 01500 – TEMPORARY FACILITIES AND CONTROLS

1.04 Temporary Utilities

A. Temporary electrical power:

1. ~~Arrange with local utility to provide adequate temporary electrical service.~~ OWNER provides the power.

B When available, permanent lighting facilities may be used in lieu of temporary facilities:

~~2. Prior to Substantial Completion of the Work, replace bulbs, lamps, or tubes used by CONTRACTOR for lighting.~~

SPECIFICATION 01600 – PRODUCT REQUIREMENTS

1.01 Summary, B, 3, a –Section 09960 – **Secondary Clarifier Re-coating** ~~High-Performance Coatings~~

PART 2 PRODUCTS

~~**2.04 SPARE PARTS**~~

~~1. Coating: As specified in Section 09960.~~

SPECIFICATION 01756 – TESTING, TRAINING AND FACILITY STARTUP

1.05 GENERAL START-UP AND TESTING PROCEDURES

A. Mechanical systems: As specified in the individual equipment Sections ~~and Section 15958:~~

SPECIFICATION 01770 – CLOSEOUT PROCEDURES

1.01 SUMMARY

B, 3, a. Section **01324CA** - Progress Schedules and Reports.

~~b. Section 01722 – Field Engineering.~~

1.03 FINAL CLEANING

~~G. Remove dust, cobwebs, and traces of insects and dirt.~~

1.06 CLOSEOUT DOCUMENTS

A. 7~~. Survey Record Documents as specified in Section 01722~~.

SPECIFICATION 03565 – BASIN BOTTOM GROUT

3.02 APPLICATION

B: 1, b. Thickness of grout layer:

1) **2** ~~1~~ inch **minimum or as needed to match existing** at any point.

SPECIFICATION 09960 – SECONDARY CLARIFIER RE-COATING

1.01 SUMMARY

A. Section includes: Field applied coatings to Secondary Clarifier mechanism. Components requiring re-coating include:

1. Clarifier mechanism
2. Center column
3. **Outer well**
4. **Inner well**
5. **Scum collection trough**
6. **Skimmer blade**
7. **All non-galvanized metal components below clarifier walkway**

3.02 GENERAL PREPARATION

~~H. Grind sharp edges to approximately 1/16-inch radius before abrasive-blast cleaning.~~

3.08. SCHEDULE OF SURFACES TO BE COATED IN THE FIELD

A. Coat any previously coated surfaced damaged during construction to match existing coating..

B. Metals:

1. High solids epoxy system:
   a. Field priming of ferrous metal surfaces with defective shop prime coat where no other prime coat is specified; for ~~non~~-submerged service.
   b. Clarifier mechanism, center column, **inner well and outer well, skimmer blade, below the water surface.**
   c. Non-galvanized surfaces below the water surface
2. High solids epoxy and polyurethane system: Interior and exterior non-immersed ferrous metal surfaces including:
   a. Center column, scum collection trough, **inner well and outer well, above the water surface.**
   b. **Non-galvanized surfaces below the walkway but above the operating water surface.**

SPECIFICATION 11353A – CIRCULAR SECONDARY CLARIFIER REFURBISHMENT

1.01 SUMMARY

A. Section includes:
1. Installation requirements for replacement of Secondary Clarifier No. 1 drive as well as replacement of the bottom seals of the sludge collector, scum skimmer seals, squeegees **and fluidizing blades** ~~and accessories~~.

1.02 SYSTEM DESCRIPTION

A. The project includes the following items:
4. Replacement of the squeegees:
a. **Supplied by the OWNER and installed by the CONTRACTOR.**
b. **CONTRACTOR shall supply 316 SST fasteners for squeegee installation, per manufacturers recommendations**
5. Replacement of the *fluidizing blades*:
a. **Supplied by the OWNER and installed by the CONTRACTOR.**

7. Recoating of the clarifier mechanism per specification 09960 (Bid Adder).

3.01 FIELD QUALITY CONTROL

A.2.b. 5. If the seal leaks excessively during this period, halt the test, make necessary repairs, and repeat the test.
a) **Excessive leakage shall be defined by the Manufacturer's recommended allowable leakage rate over the 24-hour period.**

A.2.c. 2. Settings of skimmer boom to scum box lip and rubber wiping and sealing strips: Set as required to ensure **adequate removal of the scum, per manufacturers recommendations**.

B. 2. Manufacturer's service representative:
a. **CONTRACTOR is to provide drive manufacturer's certified technician** ~~Manufacturer is to furnish services of representative~~ experienced in erection and operation of the sludge collector mechanism **to furnish services.**

CONTRACT DOCUMENTS - DRAWINGS

Drawing S/M-2: Revise Note 4 & 5 to reference Specification 00301 for instructions on the bidder alternates.

ADDITIONAL INFORMATION

Information on balancing the seismic bracing is appended to this document and is to be strictly followed. Documents include the ABS Consulting installation memorandum dated 9/18/2007 and the Expanded Installation Target Sag Set Point Table dated 10/17/2007. .

Approximate bridge weight is 17,000 lbs. Contractor to confirm with the original equipment supplier.

The time provided for completion of the Contract is not changed.

Bidders shall acknowledge receipt of all Addenda by number and date of issue in the space provided in the Bid Form.

CAROLLO ENGINEERS, INC.

Rick Shanley, P.E.
P.E. NO. 18933

ABS Consulting
RISK CONSULTING DIVISION

Memorandum

DATE: 9/18/07

TO: Dewayne Kliewer, WES - Clackamas County

FROM: Jim Snow

RE: Tri-City WPCP FEMA Seismic Improvement Project :
Secondary Clarifier Rod Adjustment Methodology and Contractor's Proposed Rod Installation and Tightening Procedure Comments

CC: File

ABS JOB NO.: 1380598

Dewayne,

This memo is to clarify Note #2 on sheet S-8 in regards to the amount of sag/tension tightening of the bracing bars at the secondary clarifier and to provide comments regarding the Contractor's proposed installation and tightening procedures described in the Contractor's email dated 8/29/07.

The original Note #2 on sheet S-8 says: "Bars shall be tightened to remove any visible drape or slack. Owner shall provide annual (or semi-annual) maintenance of bars to maintain rod tension."

For clarification, it would be physically impossible to remove all of drape in the bars due to the infinitely large tension forces that would be required to get the bar perfectly level. A certain amount of drape (i.e. sag at mid-span) will be necessary to limit the imposed static tension on the bars. The final drape/sag at mid-span of each of the six bars shall be equal (+/- ¼") and shall be set at a temperature-compensated "Installation Target Sag Set Point" (indicated later in this memo). By having equal drape/sag at all bars, the imposed static tension in the bars will be equal and should offset one another to result in no induced forces/deflections on the center pier support.

Therefore, the revised Note #2 on sheet S-8 shall read: **"Bars shall be tightened to remove excess drape or slack. THE FINAL DRAPE OR SLACK (measured at the mid-span) OF ALL BARS SHALL BE EQUAL (+/- ¼"). The final drape or slack (measured at the mid-span) shall be set at the temperature-compensated "Installation Target Sag Set Point" indicated by the Engineer. Owner shall provide semi-annual maintenance of the bars to maintain EQUAL drape or slack (measured at the mid-span) of all bars within the overall range of 3" minimum (measured at the coldest time of the year) to 14" maximum (measured at the hottest time of the year). "**

The "Installation Target Sag Set Point" is dependant on the average daily temperature (average between forecasted High and Low for that day) and is calculated so that at any time in the future on an extreme cold temperature day/night that the contraction of the bars can be accommodated while still allowing for some residual sag in the system to prevent the system from becoming overstressed.

The historic daily temperatures in the Portland Area to determine the actual extreme temperature range were researched from data off the NOAA.gov website. The minimum temperature recorded (since 1941) is -3° F (1950 occurrence), and the maximum temperature recorded is 107° F (1981 occurrence). With this extreme range, the total calculated elongation/contraction of the stainless steel bars is estimated at 0.72", which causes approximately 11" of variation in the drape/sag. Therefore, the "Installation Target Sag Set Point" must be increased from the 6" sag that had previously been indicated to accommodate the worst case potential contraction caused by the change in temperature from when the bars are installed down to an extreme expected temperature of -3° F.

The Contractor must develop an accurate method to measure the sag at the mid-point so that they can fine-tune the sag to an accurate amount using the turnbuckles to adjust the tension on the bars. Very minor adjustments on the turnbuckle should bring the bar sag up or down relatively quickly. Therefore, the "Installation Target Sag Set Points" are listed in the following table to within the nearest ¼".

The table below provides the "Installation Target Sag Set Point" versus the expected average daily temperature on the day when the final tightening is performed. To determine the expected average daily temperature, take the forecasted HIGH and LOW for the day and take an average.

Avg Daily Temp at Final Tightening (High+Low)/2	Installation Target Sag (inches)
60	10-3/4 +/-1/4
61	10-3/4 +/-1/4
62	11 +/-1/4
63	11 +/-1/4
64	11 +/-1/4
65	11 +/-1/4
66	11-1/4 +/-1/4
67	11-1/4 +/-1/4
68	11-1/4 +/-1/4
69	11-1/2 +/-1/4
70	11-1/2 +/-1/4
71	11-1/2 +/-1/4
72	11-3/4 +/-1/4
73	11-3/4 +/-1/4
74	11-3/4 +/-1/4
75	11-3/4 +/-1/4

I have the following comments regarding the Contractor's proposed installation sequence and tightening procedures for the secondary clarifier rod bracing that were emailed to the District on 8/29/07:

- The Contractor's proposed rod installation order (1-southwest, 2-southeast, 3-northeast, 4-northwest, 5-west, 6-east) will be appropriate since they are proposing to alternate from one side to the other, which will minimize the induced forces on the center column.

- I believe that they should have all six rods installed prior to the "final" tightening of the rods. The Contractor seemed to indicate that some initial tightening may need to be done prior to installing the two 90 degree rods to "secure the tower". I am not exactly sure what he means by "secure the tower", but any tightening should be kept to a minimum until all the rods are in place and the final tightening sequence can be done. I agree that there will likely need to be some adjustment of the sag (by tightening the turnbuckles) to get the sag at an approximate equal distance between the first two installed rods, then the first four installed rods, and then finally all six installed rods.

- The Contractor will need to develop an accurate method of measuring the sag at each rod (i.e. "string line the rods") as they are installing each one so that they can have a means of measuring the sag at each one at the same time and compare the sag to the others. Then if there are differences, the turnbuckles can be used to adjust them until equal sag is achieved.

- The Contractor should install the rods with sag in excess of the temperature-compensated "Installation Target Sag Set Point" to begin with. Then once all rods are installed, the final tightening can be performed to achieve a final position of the rods so that all rods have **equal sag**. This final tightening sequence should alternate from one side of the tower to the other and should be done as a gradual tightening process. For example, say all rods are initially installed and the sag equalized during installation at the temperature-compensated "Installation Target Sag Set Point" plus two inches. Then for the final tightening, the Contractor could raise each rod sag ½" at a time using an alternating pattern such as 1-east, 2-west, 3-southeast, 4-northwest, 5-northeast, 6-southwest. This process would then be repeated until the final sag of each rod is equal to the temperature-compensated "Installation Target Sag Set Point".

- Finally, the jam nuts at the turnbuckles shall be tightened against the turnbuckles to lock the system in place.

Please let me know if you have any questions about the information provided

Jim Snow, P.E., S.E.

ABS Consulting

Tri-City FEMA Seismic Improvement Project

Secondary Clarifier Rod Installation

Expanded Installation Target Sag Set Point Table

10/17/2007

Average Daily Temp at Final Tightening (High+Low)/2	Installation Target Sag (inches)
-3 deg F	3" +/-1/4"
-2 deg F	3-1/4" +/-1/4"
-1 deg F	3-1/2" +/-1/4"
0 deg F	3-3/4" +/-1/4"
1 deg F	4" +/-1/4"
2 deg F	4-1/4" +/-1/4"
3 deg F	4-1/4" +/-1/4"
4 deg F	4-1/2" +/-1/4"
5 deg F	4-3/4" +/-1/4"
6 deg F	5" +/-1/4"
7 deg F	5" +/-1/4"
8 deg F	5-1/4" +/-1/4"
9 deg F	5-1/2" +/-1/4"
10 deg F	5-1/2" +/-1/4"
11 deg F	5-3/4" +/-1/4"
12 deg F	5-3/4" +/-1/4"
13 deg F	6" +/-1/4"
14 deg F	6-1/4" +/-1/4"
15 deg F	6-1/4" +/-1/4"
16 deg F	6-1/2" +/-1/4"
17 deg F	6-1/2" +/-1/4"
18 deg F	6-3/4" +/-1/4"
19 deg F	6-3/4" +/-1/4"
20 deg F	7" +/-1/4"
21 deg F	7" +/-1/4"
22 deg F	7-1/4" +/-1/4"
23 deg F	7-1/4" +/-1/4"
24 deg F	7-1/2" +/-1/4"
25 deg F	7-1/2" +/-1/4"
26 deg F	7-1/2" +/-1/4"
27 deg F	7-3/4" +/-1/4"
28 deg F	7-3/4" +/-1/4"
29 deg F	8" +/-1/4"
30 deg F	8" +/-1/4"
31 deg F	8-1/4" +/-1/4"
32 deg F	8-1/4" +/-1/4"
33 deg F	8-1/4" +/-1/4"

Average Daily Temp at Final Tightening (High+Low)/2	Installation Target Sag (inches)
34 deg F	8-1/2" +/-1/4"
35 deg F	8-1/2" +/-1/4"
36 deg F	8-3/4" +/-1/4"
37 deg F	8-3/4" +/-1/4"
38 deg F	8-3/4" +/-1/4"
39 deg F	9" +/-1/4"
40 deg F	9" +/-1/4"
41 deg F	9" +/-1/4"
42 deg F	9-1/4" +/-1/4"
43 deg F	9-1/4" +/-1/4"
44 deg F	9-1/2" +/-1/4"
45 deg F	9-1/2" +/-1/4"
46 deg F	9-1/2" +/-1/4"
47 deg F	9-3/4" +/-1/4"
48 deg F	9-3/4" +/-1/4"
49 deg F	9-3/4" +/-1/4"
50 deg F	10" +/-1/4"
51 deg F	10" +/-1/4"
52 deg F	10" +/-1/4"
53 deg F	10-1/4" +/-1/4"
54 deg F	10-1/4" +/-1/4"
55 deg F	10-1/4" +/-1/4"
56 deg F	10-1/2" +/-1/4"
57 deg F	10-1/2" +/-1/4"
58 deg F	10-1/2" +/-1/4"
59 deg F	10-3/4" +/-1/4"
60 deg F	10-3/4" +/-1/4"
61 deg F	10-3/4" +/-1/4"
62 deg F	11" +/-1/4"
63 deg F	11" +/-1/4"
64 deg F	11" +/-1/4"
65 deg F	11" +/-1/4"
66 deg F	11-1/4" +/-1/4"
67 deg F	11-1/4" +/-1/4"
68 deg F	11-1/4" +/-1/4"
69 deg F	11-1/2" +/-1/4"
70 deg F	11-1/2" +/-1/4"

Average Daily Temp at Final Tightening (High+Low)/2	Installation Target Sag (inches)
71 deg F	11-1/2" +/-1/4"
72 deg F	11-3/4" +/-1/4"
73 deg F	11-3/4" +/-1/4"
74 deg F	11-3/4" +/-1/4"
75 deg F	11-3/4" +/-1/4"
76 deg F	12" +/-1/4"
77 deg F	12" +/-1/4"
78 deg F	12" +/-1/4"
79 deg F	12-1/4" +/-1/4"
80 deg F	12-1/4" +/-1/4"
81 deg F	12-1/4" +/-1/4"
82 deg F	12-1/4" +/-1/4"
83 deg F	12-1/2" +/-1/4"
84 deg F	12-1/2" +/-1/4"
85 deg F	12-1/2" +/-1/4"
86 deg F	12-1/2" +/-1/4"
87 deg F	12-3/4" +/-1/4"
88 deg F	12-3/4" +/-1/4"
89 deg F	12-3/4" +/-1/4"
90 deg F	13" +/-1/4"
91 deg F	13" +/-1/4"
92 deg F	13" +/-1/4"
93 deg F	13" +/-1/4"
94 deg F	13-1/4" +/-1/4"
95 deg F	13-1/4" +/-1/4"
96 deg F	13-1/4" +/-1/4"
97 deg F	13-1/4" +/-1/4"
98 deg F	13-1/2" +/-1/4"
99 deg F	13-1/2" +/-1/4"
100 deg F	13-1/2" +/-1/4"
101 deg F	13-1/2" +/-1/4"
102 deg F	13-3/4" +/-1/4"
103 deg F	13-3/4" +/-1/4"
104 deg F	13-3/4" +/-1/4"
105 deg F	13-3/4" +/-1/4"
106 deg F	14" +/-1/4"
107 deg F	14" +/-1/4"

16

WATER ENVIRONMENT SERVICES

Beyond clean water.

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Michael S. Kuenzi, P.E.
Director

July 12, 2012

Board of Commissioners
Clackamas County

Members of the Board:

APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HAPPY VALLEY AND CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 (CCSD#1) FOR REIMBURSMENT OF THE COST OF THE 129TH AVENUE FISH PASSAGE-CULVERT REMOVAL PROJECT

In October of 2011, the Board of County Commissioners approved an IGA between Clackamas County Service District No. 1 (CCSD#1) and the City of Happy Valley (CITY) to partner on the design and construction of a project to remove a culvert along 129th Avenue in the City of Happy Valley. The culvert is blocking migratory fish passage to upper Mt. Scott Creek. This culvert removal project was recommended by Oregon Department of Fish and Wildlife in their August 2010 report entitled "Fish Species and Abundance and Habitat Assessment of Streams in Clackamas County Service District #1". The project also supports the watershed health goals of the Kellogg/Mt. Scott Watershed Action Plans in that it will improve in-stream habitat conditions in Mt. Scott Creek.

The engineering design for a bridge that will restore fish passage at the project site has been completed and the project is ready for construction. CCSD#1 has budgeted for and will provide funding not to exceed 105% of the estimated construction cost ($135,471.00) as outlined in Exhibit A. The CITY has budgeted for and will provide project management for the project. This project exemplifies the on-going cooperative relationship between the CCSD#1 Surface Water Program and the City of Happy Valley and will result in the removal of a significant barrier to migratory fish passage in the upper Mt. Scott watershed.

District and County counsel has reviewed the agreement as to form.

RECOMMENDATION

Staff respectfully recommends that the Board approve the attached Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for removal of a significant migratory fish passage barrier in Mt. Scott Creek.

Sincerely,

Michael S. Kuenzi
Director

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

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

129th AVENUE CULVERT REPLACEMENT PROJECT CONSTRUCTION COST REIMBURSEMENT

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT is made this _____Day of _____, 2012, by and between Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451, and City of Happy Valley ("CITY"), an Oregon municipal corporation.

RECITALS

WHEREAS, the DISTRICT and CITY both are Municipal Separate Storm Sewer Systems ("MS4") co-permittees on the Clackamas County Phase I MS4 Permit and jointly provide surface water management services within the CITY; and

WHEREAS, the CITY and DISTRICT and have a MS4-related mutual goal to improve fish passage in local streams and creeks; and

WHEREAS, the CITY identified a culvert on Mt. Scott Creek near SE 129th Avenue that needs to be replaced to improve fish passage and assist in revitalizing riparian habitat ("PROJECT"); and

WHEREAS, the CITY and DISTRICT desire to partner in a capital project to replace said culvert; and

WHEREAS, the CITY and DISTRICT entered into a previous Intergovernmental Cooperative Agreement ("IGA") November 3, 2011 for the design and engineering services for replacement of said culvert; and

WHEREAS, the DISTRICT has budgeted funds for the design and construction of said culvert; and

WHEREAS, the CITY has budgeted funds for the construction management of said culvert; and

WHEREAS, ORS 190.003 *et seq.*, allows for intergovernmental agreements to achieve efficiencies and economies that may be obtained thereby; and

WHEREAS, the parties agree that the joint funding of the design, construction and PROJECT management of said culvert replacement shall be clearly defined and the roles and responsibilities of each party shall be agreed upon, and being fully advised;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term and Termination.** This Agreement shall be effective on July 1, 2012, and shall terminate upon completion of the construction and close out of the PROJECT, unless either party gives notice to the other not less than 90 days. In such case, each party shall be responsible for their pro rata share of the costs as outlined below as of the date of termination. Neither the DISTRICT nor the CITY shall incur any new obligations after the effective date of the termination, and each shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

2. **Obligation of the DISTRICT:**

   A. The DISTRICT is obligated to pay for engineering services in an amount not to exceed $50,000, per the engineering services IGA, for the culvert replacement project signed and dated November 3, 2011.

   B. The DISTRICT shall pay the CITY up to and not to exceed $135,471.00 for the construction cost for the PROJECT, as described in Exhibit A – Bid Tab Data Sheet ("Exhibit A").

   C. The DISTRICT shall review and approve the Bid Tab Data Sheet in Exhibit A prior to awarding the construction contract. If the DISTRICT does not approve the PROJECT construction cost, then the PROJECT shall not go forward and the DISTRICT shall have no further obligations hereunder.

   D. Upon the DISTRICT approving the Bid Tab Data Sheet, the DISTRICT shall send the CITY written approval to proceed with the PROJECT.

   E. Any amounts in excess, pursuant to Section 2.A and Section 2.B, whether due to change order, force majeure or otherwise, shall be the responsibility of the CITY unless previously agreed to in writing by the DISTRICT.

   F. DISTRICT shall make monthly payments on the amounts owing pursuant to this IGA. The CITY may opt for the DISTRICT to make monthly installment equal to the amount presented to the DISTRICT by the CITY, supported by reports and related invoices from the CITY and its contractors, including invoices and change orders from the contractor, describing the physical and related work performed on the construction of the PROJECT.

   G. The DISTRICT shall review all engineered plans, calculations, and shop drawings to ensure compliance with DISTRICT requirements. DISTRICT is under no obligation to alter or mitigate the costs that may arise from its rules and regulations, even if such requirements would increase costs beyond the total amount of compensation allowed hereunder. DISTRICT shall treat the PROJECT as it would any other for purposes of review and ensuring compliance.

   H. The DISTRICT shall be afforded the opportunity to attend all construction meetings and offer suggestions.

   I. The DISTRICT shall be afforded access to all construction, records and financial data throughout the PROJECT.

3. **Obligation of the CITY:**

A. The CITY shall be responsible for managing the design of the PROJECT per the previous IGA dated November 3, 2011, and construction as described within this IGA and the attached Exhibit A- Bid Tab Data Sheet. The CITY shall fund any other improvements not associated with the PROJECT but part of the bid package.

B. The CITY shall obtain all necessary local, state, and federal permits for construction.

C. The CITY shall oversee the administration of all design and construction contracts, including the bidding and award thereof, and is responsible for completing the PROJECT. The CITY shall provide competent and adequate supervision and inspection services for the PROJECT, and forward copies of all inspection reports to the DISTRICT.

D. The CITY shall obtain DISTRICT approval, in writing, prior to approving any Change Orders for which the DISTRICT participates in funding. Prior approval is not necessary for changes to correct minor errors, minor changes, or emergency changes. If there is a question as to whether a change is minor, the CITY shall contact the DISTRICT representative to confer and receive DISTRICT's agreement on the characterization.

E. The CITY shall pay for any changes to the PROJECT that are not specifically included within the scope of work described in Exhibit A, unless specifically previously approved in writing by the DISTRICT.

F. The CITY upon completion of the PROJECT will submit a final invoice and written notice the PROJECT is complete. The DISTRICT will make final payment within 60-days of receiving the final invoice.

4. **Work Plan and Scheduling of Work.** The attached Exhibit A – Bid Tab Data Sheet, describes the construction activities and associated cost. The PROJECT will commence after July 1, 2012 and will be completed prior to June 30th, 2013. The parties shall meet monthly or as needed to assess the progress of work, schedule and payments.

Nothing herein shall prevent the parties from meeting periodically to jointly discuss the PROJECT. Each party shall use best efforts to coordinate with the other to minimize conflicts.

5. **Indemnity.** To the extent permitted by law, each party shall indemnify and defend the other, its elected officials, officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party on the facilities or any condition of the facilities caused by the or act of that party. Each party shall have no liability to the other for any injury, loss, or damage caused by third parties, or by any condition of the facilities.

6. **Default and Termination.**

6.1. Default: The failure or delay by either the CITY or the DISTRICT to perform any term or provision of this Agreement constitutes a default under this Agreement.

6.1.1. The injured party shall give written notice of default to the party in default, specifying the default complaint of the injured party.

6.1.2. If the party in default commences to cure, correct, or remedy the default within thirty (30) days after receipt of a notice specifying the default, and thereafter diligently prosecutes the cure, correction, or remedy to completion, then such party shall not be in default.

6.1.3. Default shall be grounds for the termination of this Agreement.

7. **Miscellaneous.**

7.1. Merger: This Agreement constitutes the entire agreement between the parties on the subject matter hereof.

7.2. Amendment: Modifications, amendments, or change of terms of this Agreement shall be made by mutual written consent of the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing.

7.2.1. Any waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

7.3. Waiver: The failure of the DISTRICT or the CITY to enforce any part of this Agreement shall not constitute a waiver of that or any other provision.

7.4. Notice: Any notice required or permitted under this Agreement shall be given in writing, shall be effective when actually received, and may be given in any manner consistent with communication between units of government. Until such time as the parties name other individuals, for purposes of providing notice under this Agreement the parties designate the individuals set out below:

For the DISTRICT:

Carol Murdock – Stormwater Program Manager
Water Environment Services
Development Services Building
150 Beavercreek Rd., 4th Floor
Oregon City, OR 97045

For the CITY:

Carol Earle, PE – Engineering Manager
City of Happy Valley
16000 SE Misty Dr.
Happy Valley, OR 97086

7.5. Overhead and Administration: Save for the payment of DISTRICT and CITY staff on a total hourly rate for work performed under this Agreement and normal fees for design review, the DISTRICT and the CITY shall not look for reimbursement from one to the other.

7.6. Compliance with the law and notice of action: The DISTRICT and the CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations. Each party shall give the other immediate written notice of any action or suit filed or any claim made against them that may result in litigation in any way related to this Agreement.

7.7. No third party beneficiaries: While the CITY and the DISTRICT intend, as a natural consequence of their actions, to improve the level of service to the public, there are no third party beneficiaries to this Agreement. The only parties able to enforce its terms are the CITY and the DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above-mentioned.

CITY of HAPPY VALLEY

By:_____
Jason Tuck, City Manager

By:_____
Marylee Walden, City Recorder

* *

Clackamas County Board of Commissioners, Governing body of:
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

By:_____
Chair

By:_____
Chris Storey, District Counsel

Scott Creek Culvert Replacement

BID TAB

Prepared by Carol Earle
AKS Job No. 2849
Bid Date: May 24, 2012

					APPARENT LOW BIDDER Pacific Bridge & Construction, Inc.		Elk Mountain Construction		C&M Excavation & Utilities, LLC		Kerr Contractor's Inc.		Legacy Contracting, Inc.		I&E Construction, Inc.	
Item No.	Spec. No.	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
MOBILIZATION AND TRAFFIC CONTROL																
1	00210	Mobilization	L.S.	1	$16,560.00	$16,560.00	$13,860.00	$13,860.00	$15,000.00	$15,000.00	$23,500.00	$23,500.00	$45,000.00	$45,000.00	$31,000.00	$31,000.00
2	00225	Temporary Protection and Direction of Traffic	L.S.	1	$6,465.00	$6,465.00	$1,950.00	$1,950.00	$5,200.00	$5,200.00	$5,000.00	$5,000.00	$12,850.00	$12,850.00	$2,700.00	$2,700.00
3	00245	Temporary Water Management	L.S.	1	$4,000.00	$4,000.00	$6,800.00	$6,800.00	$4,700.00	$4,700.00	$34,000.00	$34,000.00	$18,650.00	$18,650.00	$18,000.00	$18,000.00
4	00280	Erosion Control	L.S.	1	$2,400.00	$2,400.00	$800.00	$800.00	$4,600.00	$4,600.00	$2,500.00	$2,500.00	$9,800.00	$9,800.00	$6,000.00	$6,000.00
2500																
5	00310	Removal of Structures and Obstructions	L.S.	1	$500.00	$500.00	$1,600.00	$1,600.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$9,000.00	$9,000.00	$2,900.00	$2,900.00
6	00320	Clearing and Grubbing	L.S.	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$2,800.00	$2,800.00	$2,500.00	$2,500.00	$4,600.00	$4,600.00	$2,000.00	$2,000.00
7	00330	Earthwork - Excavation and Embankement	L.S.	1	$10,490.00	$10,490.00	$4,000.00	$4,000.00	$6,000.00	$6,000.00	$32,500.00	$32,500.00	$23,850.00	$23,850.00	$92,000.00	$92,000.00
8	00350	Subgrade Geotextile	S.Y.	50	$2.00	$100.00	$12.00	$600.00	$1.50	$75.00	$5.00	$250.00	$4.00	$200.00	$4.00	$200.00
9	00350	Riprap Geotextile, Type 1	S.Y.	50	$7.60	$380.00	$10.00	$500.00	$2.00	$100.00	$5.00	$250.00	$4.00	$200.00	$5.00	$250.00
10	00390	Loose Riprap, Class 200	C.Y.	40	$48.00	$1,920.00	$100.00	$4,000.00	$100.00	$4,000.00	$90.00	$3,600.00	$88.00	$3,520.00	$30.00	$1,200.00
Bridges																
11	00540	Design Build Concrete Bridge	L.S.	1	$68,700.00	$68,700.00	$70,740.00	$70,740.00	$92,000.00	$92,000.00	$99,639.00	$99,639.00	$136,850.00	$136,850.00	$134,000.00	$134,000.00
12	00587	Thrie Beam Steel Rail	L.S.	1	$4,800.00	$4,800.00	$9,200.00	$9,200.00	$5,700.00	$5,700.00	$5,300.00	$5,300.00	$4,800.00	$4,800.00	$5,600.00	$5,600.00
Base																
13	00640	3/4" Aggregate Base	C.Y.	15	$58.50	$877.50	$45.00	$675.00	$65.00	$975.00	$100.00	$1,500.00	$68.00	$1,020.00	$100.00	$1,500.00
14	00640	1-1/2" - 0 Aggregate Base	C.Y.	15	$63.50	$952.50	$45.00	$675.00	$65.00	$975.00	$100.00	$1,500.00	$68.00	$1,020.00	$100.00	$1,500.00
Wearing Surface																
15	00744	Level 2, 1/2" Dense MHMAC	S.Y.	55	$45.00	$2,475.00	$80.00	$4,400.00	$67.00	$3,685.00	$72.00	$3,960.00	$63.00	$3,465.00	$69.00	$3,795.00
Permanent Traffic Safety and Guidance Devices																
16	00810	Guardrail, Complete	L.S.	1	$5,650.00	$5,650.00	$5,000.00	$5,000.00	$2,500.00	$2,500.00	$26,000.00	$26,000.00	$3,000.00	$3,000.00	$2,500.00	$2,500.00
Right of Way Development and Control																
17	01091	Fish Rocks	Each	6	$75.00	$450.00	$250.00	$1,500.00	$300.00	$1,800.00	$400.00	$2,400.00	$215.00	$1,290.00	$200.00	$1,200.00
18	01091	Fish Cobble	C.Y.	20	$40.00	$800.00	$100.00	$2,000.00	$115.00	$2,300.00	$100.00	$2,000.00	$152.00	$3,040.00	$100.00	$2,000.00
			TOTAL			$129,020.00		$129,800.00		$154,910.00		$248,899.00		$282,155.00		$308,345.00
		ODOT Prequalification				Yes		No		Yes		No		Yes		Not for Bridge & Structures
		Bid Bond				Yes		Yes		Yes		Yes		Yes		Yes
		Subcontractor Disclosure Form				Yes		Yes		Yes		Yes		Yes		Yes
		Addendum Acknowledgement (not req'd)				Yes		No		Yes		Yes		Yes		Yes

EXHIBIT "A"