

# AGENDA

**Thursday April 11, 2019 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-39

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

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

1. Public Hearing on the Proposed Housing and Community Development 2019 Action Plan (Chuck Robbins, Community Development)
2. Resolution No. \_\_\_\_\_ for a Clackamas County Supplemental Budget (Greater than 10% and Budget Reduction) for Fiscal Year 2018-2019 (Jennifer Chamber, Finance)

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**III. BOARD OF HEALTH**

**BOARD OF HEALTH PRESENTATION**

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

1. Emerging Public Health Issues in Clackamas County – Declining Vaccination Coverage (Dr. Sarah Present, Julie Albers, Public Health)

**BOAR OF HEALTH PUBLIC COMMENT** *(The Chair of the Board will call for statements from the Public regarding issues relating to County government pertaining to the Board of Health. Persons wishing to speak shall be allowed to do so after registering on the card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

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**IV. 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 Work Sessions. 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**

1. Approval of Amendment No.1 to Agency Services Contract with Lifeworks Northwest for Early Assessment and Support Alliance (EASA) Services – *Behavioral Health*
2. Approval of an Intergovernmental Sub-recipient Agreement with the City of Sandy/Sandy Senior & Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_ Accepting the Final Report and Setting a Public Hearing for Final Assessments for the Starview Lane Local Improvement District
2. Approval of a Contract with Parametrix, Inc. for the Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study - *Procurement*
3. Approval of a Contract with Murraysmith, Inc. for Design Services for ADA Improvements - *Procurement*

**C. Finance Department**

1. Resolution No. \_\_\_\_ for a Clackamas County Supplemental Budget (Less Than Ten Percent) for Fiscal Year 2018-2019
2. Resolution No. \_\_\_\_ for Clackamas County for Budgeting of New Specific Purpose Revenue for Fiscal Year 2018-2019
3. Resolution No. \_\_\_\_ for Clackamas County for Transfer of Appropriations for FY 2018-2019

**D. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**E. County Counsel**

1. Approval of an intergovernmental Agreement between Clackamas and Multnomah Counties for HIPAA and Part 2 Privacy Officer

**F. Disaster Management**

1. Approval of a Goods and Services Contract with Lodox NA LLC for a Whole Body Digital X-Ray Scanning System - *Procurement*

**V. SERVICE DISTRICT NO. 5**

1. Resolution No. \_\_\_\_ for Clackamas County Service District No. 5 for Transfer of Appropriations for Fiscal Year 2018-2019

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

COPY

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Public Hearing on the Proposed Housing and Community Development 2019 Action Plan

<b>Purpose/Outcomes</b>	A Public Hearing before the Board of County Commissioners to review the past performance of the County's Housing and Community Development programs, and to review the Proposed 2019 Housing and Community Development Action Plan.
<b>Dollar Amount and Fiscal Impact</b>	Application for an estimated \$2,000,000 in Community Development Block Grant (CDBG) funds, \$969,000 in HOME funds, and \$178,000 in Emergency Solutions Grant (ESG) funds during the 2019 program year.
<b>Funding Source</b>	U.S. Department of Housing and Urban Development No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2020
<b>Previous Board Action</b>	2018 Action Plan and the 3-Year Funding Recommendations were approved by the BCC on May 3, 2018 - agenda item 050318-A1
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	N/A
<b>Contact Person</b>	Chuck Robbins, Community Development Director - (503) 655-8591
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Clackamas County Housing and Community Development Division (HCD) of the Health, Housing and Human Services Department requests a public hearing before the BCC to receive public testimony and to approve the 2019 One-Year Action Plan. This public hearing will satisfy a U.S. Department of Housing and Urban Development (HUD) requirement that the public be given an opportunity to review and comment on the FY2019 funding recommendations for the County's Housing and Community Development programs.

The Action Plan implements the goals and objectives of the 2017-2021 Consolidated Plan and serves as the annual application for HUD funding. The Plan also includes a list of Funding Recommendations for projects selected for funding in the program years 2017 and 2018. The DRAFT Action Plan is currently posted at our webpage and available for public comment until Monday, April 30, 2019.

*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

[www.clackamas.us](http://www.clackamas.us)

Recent notifications from HUD indicates that the Community Development Block Grant (CDBG) and the Emergency Solutions Grant (ESG) will be funded at FY2018 levels, and that the HOME Investment Partnerships Program (HOME) will be decreased approximately 8.0% from FY2018. Jurisdictions including Clackamas County may not be notified of their final allocation amounts until after the May 15<sup>th</sup> deadline for submission of the 2019 Action Plan. HUD recommends that contingency provisions be included in the action plan to make necessary funding adjustments once actual allocations are known. These provisions may be found on page 41 in section AP-35 (Projects).

The hearing will consist of three parts:

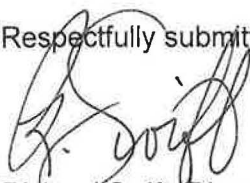
- 1) A review of the past performance of the County's Housing and Community Development programs;
- 2) A review of the Proposed 2019 Housing and Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the plan or the County's housing and community development needs.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners take the following actions:

- 1) Hold a Public Hearing to review past performance of the County's Housing and Community Development program and to review the Proposed 2019 Action Plan;
- 2) Direct the Community Development Division staff to make any changes necessary as a result of the Board's consideration of testimony to the Proposed Plan, and prepare for Board approval of the Final 2019 Action Plan and other materials necessary for applying for FY 2019 CDBG, HOME, and ESG funds; and
- 3) Place approval of the 2019 Action Plan on the Board of County Commissioners' consent agenda for adoption at the May 2, 2019 meeting.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

Attachments:

- Proposed 2019 Housing and Community Development Action Plan
- Public Notice of the Public Hearing
- Three-Year Funding Recommendations
- 2019 Action Plan Draft



## **PUBLIC HEARING**

The Clackamas County Board of County Commissioners will hold a

### **PUBLIC HEARING**

At the Public Services Building

Hearings Room - 4<sup>th</sup> Floor, Room 409

2051 Kaen Road, Oregon City, Oregon

Thursday, April 11, 2019 at 10:00 A.M.

This hearing will satisfy a U.S. Department of Housing and Urban Development requirement that the public annually be given an opportunity to review the past performance of the County's Community Development programs. The hearing is also to review the Proposed 2019 Community Development Action Plan.

The Proposed 2019 Action Plan consists of projects selected for funding in 2019 and will become the basis for the County's annual applications under the three grant programs.

Submission of grant application materials will enable the County to receive an estimated \$2,000,000 in Community Development Block Grant (CDBG) funds, an estimate \$700,000 in Home Investment Partnership (HOME) funds, and an estimated \$180,000 in Emergency Solutions Grant (ESG) funds during the 2019 fiscal year.

The hearing will consist of three parts:

- 1) A review by the Community Development Director, Chuck Robbins, of the past performance of the County's Community Development programs;
- 2) A review of the Proposed 2019 Community Development Action Plan; and
- 3) An open discussion period during which citizens may testify on the plan or the County's community development needs.

The draft 2019 Action Plan has been posted at this website:

<http://www.clackamas.us/communitydevelopment/maps.html>. For additional information, or to submit comments, contact Kevin Ko or Mark Sirois at the Clackamas County Community Development Division, (503) 655-5891, 2051 Kaen Road – Suite 245, Oregon City, Oregon 97045. Comments will be accepted until 5:00 p.m., Monday, April 30, 2019.

### **Reasonable accommodation will be provided for any individual with a disability**

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting the Section 504 Coordinator. Determinations on requests for reasonable accommodation will be made on a case-by-case basis. All requests must be made at least 5 days before the meeting date.

Contact: Chuck Robbins, Clackamas County Community Development, 2051 Kaen Road, Suite 245, Oregon City, Oregon 97045. Telephone: (503) 655-8591. E-Mail: [chuckrob@co.clackams.or.us](mailto:chuckrob@co.clackams.or.us).

**Funding Recommendations**  
**for the**  
**2017-2019 Community Development Block Grant Program**  
**and the**  
**2017-2019 HOME and Emergency Shelter Grant Programs**

	2017 Grant Funds	2018 Grant Funds	2019 Grant Funds
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**Community Development Block Grant**  
**City Projects**

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**Colton**

- |  |           |  |  |
|--|-----------|--|--|
| 1. Colton Water District - Virgil Rd. Waterline Replacement<br>Replace approximately 1,200 feet of old 4" waterline with 6" C900 PVC and add a fire hydrant at the north end of Virgil Rd. | \$135,000 |  |  |
|--|-----------|--|--|

**Estacada**

- |  |           |  |  |
|--|-----------|--|--|
| 2. Shafford Street Reconstruction Phase 1 (SE 4th - NE 2nd)<br>Reconstruction of roadway surface, new curbs and sidewalks, ADA ramps and stormwater conveyance system in Estacada. | \$150,000 |  |  |
| 3. Heat Pump Replacement/Roof Resurfacing<br>Funding to replace 6 aged Heat Pumps on the Estacada Community Center   | \$100,000 |  |  |

**Gladstone**

- |   |  |           |  |
|---|--|-----------|--|
| 4. E. Clarendon St. 2017<br>Improvements to E. Clarendon St between Portland & Union Avenues, including waterline, sewer, storm drains, new curbs, sidewalks, & new street surface. |  | \$255,000 |  |
|---|--|-----------|--|

**Sandy**

- |   |  |          |  |
|---|--|----------|--|
| 5. Southeast Sandy ADA Improvements<br>Funding to re-construct a minimum of 30 (thirty) existing ADA wheelchair ramps on public streets in th ecity of Sandy. |  | \$75,000 |  |
|---|--|----------|--|

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**Unincorporated/Countywide Projects**

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**Clackamas**

- |   |  |           |  |
|---|--|-----------|--|
| 6. WeBUILT<br>Funding to design and build a road and sidewalk from SE 90th to the road end west on Tolbert St, and place a new fire hydrant at 8909 SE Tolbert. This location will develop permanent multi-family housing for people with disabilities. |  | \$140,000 |  |
|---|--|-----------|--|

	2017 Grant Funds	2018 Grant Funds	2019 Grant Funds
<b><u>Countywide</u></b>			
7. Housing Rehabilitation Programs Housing Rehabilitation Programs provide needed home-repair assistance to low income households throughout Clackamas County.	\$400,000	\$524,053	\$500,000
8. Mobile/Manufactured Home Roofing Project Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.	\$40,000	\$70,000	\$100,000
9. Optional Emergency Assistance Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency. Funding and assistance with relocation of residents and/or associated expenses to mitigate the effects of the emergency conditions.	\$25,000	\$25,000	\$30,000
<b><u>Jennings Lodge</u></b>			
10. Head Start Classrooms Funding to increase capacity to serve from 40 to 60 additional Head Start children and their families by completing the River Road complex. Completion of this project will add 1 classroom and free up another to serve at risk young children. (Tier 2 funding project)		\$350,000	
<b><u>Molalla</u></b>			
11. Arbor Terrace Rehabilitation Arbor Terrace farmworker housing needs substantial rehabilitation. The Housing Authority of Clackamas County owns Arbor Terrace Apartments, a farmworker affordable housing development in Mollala, Oregon.	\$150,000		
<b><u>Oregon City</u></b>			
12. Pleasant Avenue Veterans Housing Funding to design and build a 22-units of housing on Pleasant Avenue in Oregon City. This affordable housing project will provide formerly homeless veterans and veteran families a safe, stable and affordable place to live.	\$255,000		
<b><u>TBD</u></b>			
13. Tiny Houses Community Funding for land acquisition, site planning, site preparation and other associated costs of creating a Tiny Houses Community for up to 10 homeless adults in Clackamas County, including eligible costs for a community facility and 10 tiny homes.			\$35,000

	2017 Grant Funds	2018 Grant Funds	2019 Grant Funds
14. Cottage Housing Cluster for Affordable Homeownership Funding to purchase one or more vacant parcels of land to be developed with clusters of affordable, modestly-sized cottage/land trust houses for low income homebuyers.			\$227,000

## Public Service Projects

### Countywide

15. Clackamas County Employment Investment Program Clackamas County Employment Investment Program assists 67 low-income Clackamas County residents per year with significant barriers to employment (201 total) to increase self-sufficiency, with additional outreach contacts to public housing residents.	\$50,000	\$45,000	\$40,000
16. Housing Rights and Resources Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council. It actively addresses & promotes fair housing & furthers housing opportunity for all, focusing on homeless & low-income residents.	\$140,000	\$140,000	\$140,000
17. Jackson Transitional Housing Jackson Transitional Housing provides 6 housing units with supportive services for primarily homeless adults or childless couples, works with participants to increase income and address and overcome barriers to permanent housing placement. (includes additional Tier 2 funding)	\$77,000	\$80,004	\$80,004

### Milwaukie

18. Sports Mentorship for Low-Income Youth Maintain/create new mentored relationships between low-income housing youth and an athletic Coach/Mentor providing meaningful sports/recreational opportunities to engage in physical activity, healthy lifestyle choices and life skill building.	\$30,000		
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## Planning and Admin

### Countywide

19. 2019 and 2021 Homeless Count Planning Planning, implementation, data collection, reporting and evaluation for 2019 homeless count, a HUD mandated activity. Planning for 2021 homeless count. Special efforts made to reach underserved populations, veterans, unaccompanied youth & rural homeless.	\$10,000	\$20,000	\$10,000
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	2017 Grant Funds	2018 Grant Funds	2019 Grant Funds
20. CDBG Grant Administration and Planning CDBG grant administration, planning, monitoring and reporting.	\$385,889	\$425,311	\$434,000
Community Development Block Grant Sub-Total	<b>\$2,087,889</b>	<b>\$2,009,368</b>	<b>\$1,596,004</b>

## HOME Investment Partnership Act Unincorporated/Countywide Projects

### Countywide

21. Tenant Based Rental Assistance The TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.	\$75,000	\$75,000	\$75,000
22. CHAP Homebuyer Assistance Program This project will assist low-income first-time homebuyers in purchasing single-family homes by providing funds for down payment and closing costs.	\$50,000	\$50,000	
23. HOME Grant Administration HOME Grant administration, contract monitoring and reporting.	\$71,252	\$106,500	\$96,953

### Planning and Admin

24. HOME Multifamily Housing Project HOME Multifamily Housing Project to be determined.	\$490,265	\$807,928	\$771,586
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### Countywide

25. HOME CHDO Operating funds HOME funds for CHDO Operating Funds	\$26,000	\$26,000	\$26,000
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HOME Investment Partnership Act Sub-Total	<b>\$712,517</b>	<b>\$1,065,428</b>	<b>\$969,539</b>
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## Emergency Solutions Grant Unincorporated/Countywide Projects

### Suppressed

26. Los Ninos Casa Hogar Shelter NW Family Services, Casa Esperanza provides emergency shelter for 30-90 days to homeless families in the Clackamas County	\$10,000	\$13,500	\$13,500
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## Public Service Projects

27. NHA Annie Ross House Emergency Shelter Operations ESG funding to support NHA Annie Ross House Emergency Shelter operations that serves families with children who are currently experiencing homelessness.			\$40,000
28. NHA HomeBase Rapid Rehousing program ESG funding to support NHA's HomeBase program to provide homelessness prevention and rapid re-housing to those most in need.	\$56,678	\$50,000	\$20,678

### Clackamas

29. Springwater ESG Shelter Funding for an emergency youth shelter. Springwater provides temporary housing and support services to young people (ages 16 to 22) experiencing homelessness in Clackamas County in a staffed, co-ed home setting.	\$11,000	\$11,000	\$11,000
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### Suppressed

30. CWS Emergency Shelter for Domestic Violence Victims Funding to continue the operation of emergency shelter services for homeless households fleeing domestic and/or sexual violence. These core services include emergency shelter, case management, housing referrals, mental health counseling,	\$40,000	\$40,000	\$40,000
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## Planning and Admin

### Administration

31. Emergency Solutions Grant Administration Emergency Solutions Grant (ESG) grant administration, contract monitoring and reporting	\$13,635	\$13,445	\$13,000
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### Countywide

32. Emergency Solutions Grant HMIS Funding for ESG Homeless Management Information System (HMIS) to maintain data quality, user training and reporting requirements to HUD.	\$50,528	\$51,323	\$40,000
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Emergency Solutions Grant Sub-Total	<b>\$181,841</b>	<b>\$179,268</b>	<b>\$178,178</b>
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**Continuum of Care  
Public Service Projects**

**Countywide**

<p><b>33. CoC Planning 2017</b> CoC funding to coordinate and coordinate the homeless count efforts across the county and submit annual funding applications for over \$2 million of HUD Continuum of Care (CoC) funding for county agencies and non-profit providers of services and housing to homeless persons in Clackamas County.</p>	\$61,095	\$61,095	\$70,591
<p><b>34. CoC HMIS</b> CoC funding to operate the Homeless Management Information System (HMIS), train users, collect data, validate data and report data to HUD.</p>	\$70,862	\$70,862	\$70,862

Continuum of Care Sub-Total	<b>\$131,957</b>	<b>\$131,957</b>	<b>\$141,453</b>
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<b>Grand Total</b>	<b>\$3,114,204</b>	<b>\$3,386,021</b>	<b>\$2,885,174</b>
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<p><b>2019 GRANT YEAR NOTES:</b></p>
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# CLACKAMAS COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

### 2019 ACTION PLAN



Clackamas County  
Housing and Community Development Division  
Public Services Building  
2051 Kaen Road – Suite 245  
Oregon City, Oregon  
(503) 655-8591  
[www.clackamas.us/communitydevelopment/](http://www.clackamas.us/communitydevelopment/)

**DRAFT - MARCH 2019**

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

Chair: Jim Bernard

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

County Administrator  
Gary Schmidt

**POLICY ADVISORY BOARD**

Amanda Zeiber, City of Canby  
Jacque Betz, City of Gladstone  
Leanne Moll, City of Rivergrove  
Kay Mordock, City of Johnson City  
Denise Carey, City of Estacada  
Eileen Stein, City of West Linn  
Jason Tuck, City of Happy Valley  
Dan Huff, City of Molalla  
Jordan Wheeler, City of Sandy  
Bryan Cosgrove, City of Wilsonville  
Tony Konkol, City of Oregon City  
Megan Phelan, City of Lake Oswego  
Ann Ober, City of Milwaukie  
Mike Barnett, City of Barlow  
Sherilyn Lombos, City of Tualatin

**DEPARTMENT OF HEALTH, HOUSING AND HUMAN SERVICES**

Director of Health, Housing and Human Services  
Richard Swift

Community Development  
Chuck Robbins, Director

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### **Appendix A: Public Comments**

### **Appendix B: Certifications (not part of Draft)**

### **Appendix C: Grant Awards and Certifications (not part of Draft)**

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority, Community Solutions (workforce programs) and Children Youth and Families divisions.

### 2. Summarize the objectives and outcomes identified in the Plan

Community Development Division staff have used community survey data, public meeting comments, public housing waitlist information, Portland metropolitan area housing information and several reports to select the following goals to accomplish over the next 5 years (2017 to 2021):

1. Community Infrastructure Improvements - 10,000 persons to benefit.
2. Public Facilities Improvements - 7,500 persons to benefit.
3. Public Services - 10,000 persons will benefit.
4. Housing Rehabilitation - 150 households will benefit.
5. Affordable Housing - 260 households will benefit.
6. Homeless Assistance - 1,750 homeless persons will be assisted with shelter and services.

Six (6) Assessment of Fair Housing Goals have been included in the 2017-2021 Consolidated Plan.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Clackamas County Community Development Division has been a major partner and funder of many affordable housing projects, most of the senior centers and many neighborhood improvement projects throughout the county over the last 20 years. The impact of projects and services supported with grant funds is often limited by the federal grant regulations and the actual annual funding levels although

communities and non-profit partners do bring private resources to leverage the federal funds. Clackamas County Community Development Division continues to expend federal funds efficiently and effectively within the bounds of federal regulations. Slow moving projects are cancelled allowing funds to be reallocated to projects that are on track to be completed as scheduled.

Clackamas County coordinates with and provides staff support to the homeless Continuum of Care.

Clackamas County has recently completed an Assessment of Fair Housing and established the following goals for program years 2017 to 2021:

1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.
2. Increase accessibility to affordable housing for persons with disabilities and single parent familial status households. (households with children under 18 yrs.).
3. Improve access to housing and services for all protected classes.
4. Enforce Fair Housing laws and Increase public understanding of Fair Housing laws.
5. Coordinate Fair Housing Advocacy and Enforcement Efforts among regional partners
6. Ensure that all housing in Clackamas County is healthy and habitable.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Clackamas County Community Development Division maintains a Citizen Participation list of persons interested in programs and services funded by federal grants. Public meeting notices are posted in community newspapers and notices of funding availability are distributed throughout the county through newspapers, social media and email lists.

The community participation process for selecting Clackamas County's fair housing goals included 10 public meetings, three separate surveys during April, May and June of 2016 and consultations with 23 community agencies. A total of 310 people responded to a community survey, a public housing resident survey and a Spanish language survey. Some surveys were mailed to groups and all surveys were available on paper and online. A public notice was published in community newspapers notifying interested persons that a draft of the AFH document, AFH Goals and an executive summary was posted for a 30-day comment period that was extended to 45 days.

The Continuum of Care homeless services providers and public housing residents are engaged in annual public meetings to discuss programs, projects and services.

The general public is also invited and engaged through solicitation of feedback through community online surveys and public meetings.

The 2019 Action public participation process included newspaper advertisements, email distribution of meeting notices, a public meeting on February 27, a meeting with homeless services providers (Continuum of Care) and a public hearing with the Board of County Commissioners on April 11. The Action Plan is scheduled to be approved by the Board for submittal to HUD on May 2, 2019 in a public hearing.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public meetings were held on February 27, 2019 and April 11, 2019 to gather public comments on housing and community development needs.

Comments were in favor of proposed projects and requested additional affordable housing options throughout the county. Public comments included inquiries into the timeline for next funding cycle, proposed projects and services and the CDBG, HOME and ESG application process.

The draft 2019 Action Plan will be posted for review and comment from March 28, 2019 to April 29, 2019. Comments submitted by email suggested more homeless services and affordable housing options.

The final plan will be approved by the board on May 2, 2019.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All public comments were accepted and included in this plan as an Attachment.

## **7. Summary**

The public comment period on the 2019 Action Plan was from March 28 to April 29, 2019 and the public hearing was held on April 11, 2019. All comments were in support of homeless services, affordable housing projects and first time home owner programs. All comments were accepted. The Board of County Commissioners will be approved the final plan on May 2, 2019 with the actual grant allocation

amounts that were provided by HUD and incorporated into the plan.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
Lead Agency	CLACKAMAS COUNTY	
CDBG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA Administrator	City of Portland	City of Portland
HOME Administrator	CLACKAMAS COUNTY	Community Development Division
ESG Administrator	CLACKAMAS COUNTY	Community Development Division
HOPWA-C Administrator	CLACKAMAS COUNTY	Community Development Division

**Table 1 – Responsible Agencies**

**Narrative (optional)**

Clackamas County Community Development is a division within the larger Clackamas County Health, Housing and Human Services Department that includes the Behavioral Health, Public Health, Health Centers, Social Services, the (public) Housing Authority, Community Solutions (workforce programs) and Children Youth and Families divisions. Clackamas County receives no HOPWA funds. Services for persons with AIDS are provided by the Cascade AIDS Project (CAP) in the nearby City of Portland, Oregon.

**Consolidated Plan Public Contact Information**

Office location: Community Development Division in the Public Services Building 2051 Kaen Road – Suite 245 Oregon City, Oregon (503) 655-8591



Community Development Website: <http://www.clackamas.us/communitydevelopment/>

Clackamas County Housing and Community Development website includes maps of low/mod income areas, funding policies, meeting notices, meeting schedules, Consolidated Plans, annual Action Plans, information on HOME repairs grants and loans, and other programs.

Staff Contacts:

Chuck Robbins, Director: [chuck@clackamas.us](mailto:chuck@clackamas.us)

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## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

Clackamas County is an urban and rural county within the Portland/Vancouver metropolitan statistical area. Clackamas County provides the bulk of the social services, assisted housing services and public housing to low-income residents in the county. Clackamas County provides federal funding to non-profit housing developers to build, purchase and maintain assisted housing throughout the county.

### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

Clackamas County Community Development Division (CDD) coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The local public housing authority is a part of Clackamas County's Health, Housing and Human Services Department. Nonprofit and for profit housing developers and housing providers are in regular contact with CDD staff about project ideas and potential state and federal grants that could be combined with CDBG and HOME funds for a successful housing project proposal. The HOME program provides vital funding to affordable housing providers that also apply for state tax credit funding as one of few sources of funds available to develop affordable housing units in the rural parts of Clackamas County.

The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. CDBG funds also provide support for the Housing Rights and Resources program, an H3S program in the Social Services Division. This program provides housing referral and information on all available housing services and resources to residents in need of affordable housing and related services.

CDD consults directly with the county primary care health facilities and health services to coordinate services and projects.

CDD consults directly with local governments (15 cities and towns in Clackamas County) regarding public facilities and infrastructure projects. Adjacent governments including City of Portland, Multnomah County and Washington County are contacted regularly regarding public meetings however due to scheduling conflicts staff from these governments rarely attend our public meetings.

Currently CDD has business and civic leaders engaged in the community and housing development needs assessment through their activities on non-profit boards, planning councils and commissions. Some non-profit agencies are considered civic organizations. CDD will continue to reach out to community groups that include civic and business leaders in the community. CDD is currently nurturing business contacts on the Housing Advisory Board that guides the Housing Authority of Clackamas County and county-wide affordable housing policy.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). The same CDD office uses CDBG, ESG and CoC funds to support homeless services and for the Homeless Point in Time (PIT) count of homeless persons. The PIT is conducted with over 150 volunteers coordinated by the Social Services Division.

H3S Community Development Division (CDD) personnel administer the Continuum of Care (CoC) annual renewal application process and the Homeless Management Information System (HMIS). **The annual Continuum of Care renewal application funds over \$2,500,000 of services and rent assistance to homeless persons in the county. CoC efforts secure services and support for over 478 persons including 32 chronically homeless persons (based on the CoC 2016 Housing Inventory Chart.)**

Clackamas County is collaborating with Multnomah and Washington Counties in an ambitious and needed effort to create a PSH Plan for the tri-county region. The Corporation for Supportive Housing (CSH – [www.csh.org](http://www.csh.org)) is leading the process with consultants from Context for Action, who are leading the community engagement processes in Washington and Clackamas County. Clackamas County CoC, CSH and Context for Action will convene key stakeholders from Clackamas County to participate in an ad-hoc Technical Advisory Group (TAG) to review key data, identify key levers, and provide context expertise on the region.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The CDD staff coordinate the Continuum of Care monthly meetings and the CoC governing board activities. The CoC policies and ESG program policies were developed with both CoC and ESG homeless services providers. The CoC reviewed and adopted the current CoC and ESG policies in February 2017.

CDD personnel also provide the HMIS training and support for CoC and ESG providers. The monthly CoC activities and quarterly performance reports are coordinated by the same CDD staff that coordinates the ESG funding applications and awards process. The FY 2017-2019 ESG funding recommendations were presented to the CoC Steering Committee on February 2, 2017 and to the CoC Homeless Council (CoC) for discussion and review on February 22, 2017 and March 28, 2018. CoC providers, the local public housing agency and all the agencies in the Continuum of Care are engaged in addressing the needs of homeless persons.

The CoC consults with Community Solutions, a Workforce Investment Act partner and division of H3S, to conduct employment related training for homeless persons. An Employment Investments job training program staffed by Community Solutions has been funded for the last 3 years. The Employment Investments program has secured employment for over 20 persons with disabilities.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Housing Authority of Clackamas County
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Housing Authority is staffed by Clackamas County employees. The Housing Authority Director reports to the H#S Department Director and coordinates housing activities with the entire department including the Community Development Division. The anticipated outcomes are coordinated efforts to preserve, maintain and build affordable housing units for low income residents as well as coordinated social services, primary health care, mental health services, fair housing events and employment training.
2	<b>Agency/Group/Organization</b>	NORTHWEST HOUSING ALTERNATIVES
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Northwest Housing Alternatives (NHA) is one of a few non-profit housing developers in Clackamas County. NHA staff are active on the Continuum of Care homeless council as a provider of homeless housing services and homeless prevention services with ESG funding, local government funding and private foundation funding.
3	<b>Agency/Group/Organization</b>	CLACKAMAS WOMEN'S SERVICES
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Victims of Domestic Violence Services-homeless Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Clackamas Womens Services is an active participant in the homeless Continuum of care as well as an HESG services provider. The agency is one of a few victim services providers.

4	<b>Agency/Group/Organization</b>	CLACKAMAS COUNTY
	<b>Agency/Group/Organization Type</b>	Services-Health Services-Employment Service-Fair Housing Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Clackamas County Health, Housing and Human Services (H3S) Department includes; a public housing authority, a community development division, a public health division, a social services division, a behavioral health division and a primary care division. H3S is often a convener of agencies to apply for funding, build facilities and provide services to vulnerable populations. In some cases the county provides the services, and in other cases non-profit agencies provide the housing or services. Consultation with the County Public Health Division on lead-based paint hazards is guided by State of Oregon Health Authority (OHA). If there is a complex case or child whose blood lead levels are not improving, an inspection of the home environment can be done, this is requested from OHA. OHA also provides the follow up on adult/occupational high lead level reports.
5	<b>Agency/Group/Organization</b>	CASCADIA BEHAVIORAL HEATHCARE, INC.
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy HOPWA Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The agency is part of the homeless Continuum of Care.
6	<b>Agency/Group/Organization</b>	CENTRAL CITY CONCERN
	<b>Agency/Group/Organization Type</b>	Housing Services-Persons with Disabilities Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency provides services and housing through the homeless Continuum of Care.
7	<b>Agency/Group/Organization</b>	IMPACT NW
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy



	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This Agency is part of our homeless Continuum of Care.
8	<b>Agency/Group/Organization</b>	INN HOME
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-homeless Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency is part of the homeless Continuum of Care that serves homeless youth.
9	<b>Agency/Group/Organization</b>	LEGAL AID SERVICES OF OREGON
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Legal Aid Services of Oregon (LASO) is a partner of our Housing Rights and Resources program and included in all fair housing planning efforts LASO is a regional and statewide legal aid organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. LASO also provides eviction prevention services.
10	<b>Agency/Group/Organization</b>	LIFEWORKS NORTHWEST
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency provides outreach and health services to homeless adults. This agency is part of the Continuum of Care.
11	<b>Agency/Group/Organization</b>	OUTSIDE IN
	<b>Agency/Group/Organization Type</b>	Services-Children Services-homeless Services-Health

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency provides outreach and health services to homeless youth. This agency is part of the Continuum of Care.
12	<b>Agency/Group/Organization</b>	STATE OF OREGON DEPARTMENT OF HUMAN SERVICES
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Employment Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Homelessness Strategy Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This State of Oregon TANF agency has a local office in our county. A representative from this office participates in our Continuum of Care activities and planning.
13	<b>Agency/Group/Organization</b>	MULTNOMAH COUNTY
	<b>Agency/Group/Organization Type</b>	Other government - County Regional organization Planning organization

	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homelessness Strategy Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Clackamas County staff participate in the Fair Housing Advocacy Committee (FHAC) that sponsored by Multnomah County, Gresham, and the City of Portland to advocate for policies, strategies, and resources to affirmatively further fair housing throughout Multnomah County. FHAC meetings are open to the public and public testimony is invited. For more information, visit <a href="http://www.portlandoregon.gov/phb/fairhousing">www.portlandoregon.gov/phb/fairhousing</a> .
14	<b>Agency/Group/Organization</b>	FAIR HOUSING COUNCIL OF OREGON
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing Publicly Funded Institution/System of Care Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Fair Housing Council of Oregon (FHCO) is a regional and statewide planning organization that is a partner with Clackamas County to provide training to housing agencies, tenants, landlords and the general public. FHCO was part of the Clackamas County Assessment of Fair Housing process that selected our AFH goals.
15	<b>Agency/Group/Organization</b>	URBAN LEAGUE
	<b>Agency/Group/Organization Type</b>	Regional organization Business Leaders Civic Leaders Foundation

<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy
<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The Urban League of Portland has been invited to participate in homeless planning efforts in Clackamas County. The Urban League DCL Organizing Project is a capacity building project in the African American community, to maximize our community power to impact city, county and state institutions and elected bodies. The focus of the program has been to increase advocacy and civic engagement by organizing individuals, developing leaders, strengthening partnerships among African American and other communities of color.

**Identify any Agency Types not consulted and provide rationale for not consulting**

All agencies that expressed interest in participating were consulted. No agencies were excluded.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	H3S Community Development Division	The goals of the Continuum of Care are included as part of the Homeless Prevention Goals in the Action Plan
10 year Plan to Address Homelessness	H3S Social Services Division	The Goals of the 10 year Plan to Address Homelessness are included in both the Action Plan and the Continuum of Care annual goals and objectives.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Public Housing Annual Plan	Housing Authority of Clackamas County	The PHA improvements are included in the annual Action Plan
Affordable Housing Bond Measure	Metro Council	The Metro Council voted unanimously in June 2018 to send an affordable housing funding measure to the November ballot, asking voters whether the average homeowner should pay \$60 per year to help provide housing for 12,000 people. The bond measure was approved by voters in November 2018 to provide funding for affordable housing throughout the region including Clackamas County in support of Consolidated Plan Goals, PHA goals and County strategic plan goals.
Tri-County Equitable Housing Strategy	Corporation for Supportive Housing	The City of Portland/Multnomah County Joint Office on Homeless Services received a grant from Metro to create a Permanent Supportive Housing (PSH) Plan for the tri-county region. The Corporation for Supportive Housing (CSH www.csh.org) will lead the process with a team of consultants. Using data driven strategies, CSH intends to engage in a multi-jurisdictional effort to determine approximately how much PSH is needed to greatly reduce chronic homelessness. In addition to the data, the project team will assemble a multi-jurisdictional steering committee

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

The CoC application for funding in FY2018 included funds to support and expand the CHA system to provide information to the CoC Steering committee and additional assistance to CoC programs particularly the domestic violence survivor services. CDD Action Plan staff meet with the Continuum of Care members to discuss housing and community development needs and resources. CoC members are invited to attend public meetings and public hearings to provide testimony on homeless and homeless housing needs in Clackamas County.

For the 2019 Action Plan, CDD staff presented and discussed recommended funding for CDBG and ESG projects with CoC members on March 27, 2019. CDD staff discussed ESG and CoC funding allocations, performance standards, outcomes, policies and procedures as well as the annual consultation process which occurs in March of every year. This year the County Board agreed to fund a homeless veterans transitional housing

village. The Veterans Village became operational in August 2018 and has already reported successful transitions to permanent housing for veterans. CoC members were invited to submit testimony at the April 2nd public hearing.

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The Citizen Participation process for this Action plan began in 2016 with a community needs assessment, small group meetings with stakeholders, an online survey, public meetings and public hearings. The first public meeting for the 2019 Action Plan was held on February 27 and public testimony was provided by email. The public hearing with the Board of County Commissioners was held on April 11, 2019.



**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	all county residents	February 27, 2019 public meeting. 4 people attended.	People present asked questions about projects on the Funding Recommendations list that have been funded in 2019. Email testimony requested additional funding for homeless services and affordable housing options throughout the county.	All comments were accepted	
2	Public Hearing	All county residents	April 11, 2019 public hearing with the Board of County Commissioners	<u>Public comments will be added here:</u>	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Newspaper Ad	All county residents	2 newspaper ads in county newspapers were published. One Notice of Public Meeting was published on February 13 and 14, 2019 providing information on the February 27, 2019 meeting at 6 p.m. Another Public Hearing Notice was published in county newspapers on March 20 and 21, 2019 with information on the April 11, 2019 meeting.	See notes for public meeting and public hearing	All comments were accepted.	
4	Internet Outreach	Non-targeted/broad community	County Public and Government Affairs Social Media outreach. Posting of public meeting notice on Facebook and Nextdoor.			

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

Clackamas County Community Development Division works closely with the Housing Authority of Clackamas County, the County Behavioral Health Program, the Continuum of Care, non-profit agencies and the local County Social Service agencies to secure and administer many sources of funding for services, programs and rent assistance to benefit low-income residents of Clackamas County.

These expected resources are estimates based on historical funding trends, amounts to be matched and leveraged.

#### HOME Project-Related Soft Costs

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently prepared
- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,229,364	000	0	2,229,364	4,000,000	The FY 2019 program year is the 3rd year of the 5-year Consolidated Plan.  <u>**The 2019 Allocation Amount has not yet been determined by HUD. The amount listed is FY2018</u>

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	750,000		0	750,000	1,500,000	The FY 2019 program year is the 3rd year of the 5-year Consolidated Plan. The expected amount available is based on the assumption that funds will be cut by 8% this year. The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	179,278	0	0	179,278	320,000	The FY 2019 program year is the 3rd year of the 5-year Consolidated Plan. The expected amount available is based on the assumption that funds will remain level this year.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

**CDBG Program:** Resources reasonably expected to be made available to supplement CDBG funds include local matching to be contributed by project sponsors. Matching contributions (cash or in-kind) equivalent in value to a minimum of 20% of the project cost are required by County policies. It is anticipated that funding available to finance community development activities from local matching sources will total at least \$2,000,000 per year. CDBG anticipates approximately \$300,000 of program income per year from the Housing Rehabilitation program loan

repayments will be re-invested into home owner housing rehabilitation. Up to 20% may be used for CDBG admin and up to 15% may be used for public services.

The **Continuum of Care application** process will renew at least \$2,700,000 of funding annually for homeless services, programs and rent assistance for homeless individuals and families. In 2018 HUD awarded the Clackamas Continuum a total of \$2,700,00 which includes additional funding due to increased Fair Market Rent (FMR) rates and additional funds for the Housing Our Heros homeless veterans and families housing assistance program.

### **HOME Program Income**

HOME Program Income (PI) is generated from the repayment of HOME loans that the county has made to affordable housing projects. As provided for in the 2016 HOME Interim Rule, Clackamas County will retain HOME PI that is received during the program year, and allocate it to a specific project or projects in the subsequent program year. For the program year ending June 30, 2019, the county anticipates that it will retain approximately \$100,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

**HOME Match Funds:** The HOME match requirement of 25% will be met either by eligible contributions, computing the value of annual property tax exemptions, or by drawing down the required match amounts from the county's excess HOME match reserve of approximately \$1.3 million.

**ESG funds** will be matched using private donations, local and state homeless prevention funds (EHA).



**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Clackamas County has used Development Agency land to locate a Homeless Veterans Village for at least three years. The village is now operational with Do Good Multnomah as the services provider and the Housing Authority of Clackamas County as the landlord of the property.

**Discussion**

The Community Development Division will continue to partner with the Housing Authority of Clackamas County, the County Behavioral Health Program, the County Health Centers, the Continuum of Care, non-profit agencies, for profit housing developers and the local County Social Service agencies to explore new programs, services and financial resources for programs and services that benefit our low-income and special needs residents.

Anticipated Resources amounts are based on anticipated funding levels, anticipated program income, prior year funds carried forward and expected matching funds on individual community projects.

**HOME Program Income**

For the program year ending June 30, 2019, the county anticipates that it will retain approximately \$100,000 of HOME PI, and will allocate the PI to a HOME multi-family housing project in the upcoming program year.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2017	2021	Affordable Housing	Countywide	Affordable Housing	HOME: \$2,000,000	Rental units constructed: 300 Household Housing Unit Rental units rehabilitated: 100 Household Housing Unit Direct Financial Assistance to Homebuyers: 25 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 100 Households Assisted
2	Housing Rehabilitation	2017	2021	Affordable Housing	Countywide	Affordable Housing	CDBG: \$1,000,000	Rental units rehabilitated: 50 Household Housing Unit Homeowner Housing Rehabilitated: 100 Household Housing Unit
3	Public Services	2017	2021	Non-Homeless Special Needs	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public service activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Homeless Assistance	2017	2021	Homeless	Countywide	Homelessness	ESG: \$600,000	Homeless Person Overnight Shelter: 1750 Persons Assisted
5	Public Facilities Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,000,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7500 Persons Assisted
6	Community Infrastructure Improvements	2017	2021	Non-Housing Community Development	Countywide	Non-housing Community Development	CDBG: \$1,500,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted
7	AFH Goal: Develop new housing units	2017	2021	AFH Goal 1	Countywide	Affordable Housing	CDBG: \$50	Other: 500 Other
8	AFH Goal: Increase accessibility to housing	2017	2021	AFH Goal 2	Countywide	AFH: 1. Lack of affordable, accessible housing in AFH: 6. Housing accessibility modifications	CDBG: \$50	Other: 1 Other
9	AFH Goal: Housing access for protected classes	2017	2021	AFH Goal 3	Countywide	Affordable Housing AFH: 1. Lack of affordable, accessible housing in AFH: 2. Availability of affordable units	CDBG: \$50	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	AFH Goal: Fair Housing laws and Increase public	2017	2021	AFH Goal 4	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement AFH: 9. Lack resources for fair housing agencies	CDBG: \$50	Other: 400 Other
11	AFH Goal: Coordinate Fair Housing efforts	2017	2021	AFH Goal 5	Countywide	AFH: 7. Private discrimination AFH: 8. Lack of public fair housing enforcement	CDBG: \$50	Other: 1 Other
12	AFH Goal: Healthy and Habitable Housing	2017	2021	AFH Goal 6	Countywide	AFH: 2. Availability of affordable units	CDBG: \$50	Other: 1 Other

**Table 6 – Goals Summary**

### Goal Descriptions

1	<b>Goal Name</b>	Affordable Housing
	<b>Goal Description</b>	Affordable Housing projects will be completed in partnership with non-profit and private housing developers.

<b>2</b>	<b>Goal Name</b>	Housing Rehabilitation
	<b>Goal Description</b>	Housing Rehabilitation for home owners and renters will be provided by the Housing Rehabilitation program and in partnership with non-profit housing developers.
<b>3</b>	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	Public Services will be provided in partnership with social services agencies, mental health organizations, employment training agencies and non-profit organizations.
<b>4</b>	<b>Goal Name</b>	Homeless Assistance
	<b>Goal Description</b>	Homeless assistance is provided through Emergency Solutions Grants and Continuum of Care funding and services. The estimated goals are based on the assumption that annual funding will remain at current year levels.
<b>5</b>	<b>Goal Name</b>	Public Facilities Improvements
	<b>Goal Description</b>	Public Facilities will be built or improved in partnership with non-profit agencies and cities.
<b>6</b>	<b>Goal Name</b>	Community Infrastructure Improvements
	<b>Goal Description</b>	Community Infrastructure needs will be resolved in partnership with communities.
<b>7</b>	<b>Goal Name</b>	AFH Goal: Develop new housing units
	<b>Goal Description</b>	AFH Goal 1. Develop new housing units with long-term affordability for a broad range of low-income households with an emphasis on dispersal of affordable housing.  Metrics, milestones and timeframes:  Construct 500 new units of affordable (rent restricted units) housing over the next 5 years in areas of high opportunity.

<b>8</b>	<b>Goal Name</b>	AFH Goal: Increase accessibility to housing
	<b>Goal Description</b>	<p>Metrics, milestones and timeframes:</p> <p>By 2018 begin collecting data on persons with disabilities access to home ownership and rental units in the jurisdiction.</p> <p>Beginning in 2017 promote the availability of any new affordable housing units directly to persons with disabilities and female head of households.</p>
<b>9</b>	<b>Goal Name</b>	AFH Goal: Housing access for protected classes
	<b>Goal Description</b>	<p>Race and National Origin are protected classes. Both the Hispanic population and the LEP population (a subset of the National Origin protected class) is growing in the region and in the jurisdiction. The jurisdiction plans to provide more information about housing programs directly to LEP populations in additional languages including Russian and Chinese.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2018, provide information to housing programs in 2 additional languages for the Housing Rehabilitation program.</p>

<b>10</b>	<b>Goal Name</b>	AFH Goal: Fair Housing laws and Increase public
	<b>Goal Description</b>	<p>Private discrimination in access to housing continues to occur in the jurisdiction and the region. Clackamas County has the Housing Rights and Resources (HRR) Program to increase public awareness about fair housing and to provide tenants and landlords information about their rights and responsibilities in fair housing. When staff determine that a potential housing discrimination has occurred a referral is made to Legal Aid or to Fair Housing Council for further exploration. Between July 1, 2015 and June 30, 2016, more than 2000 people called this program for housing information. More than 800 callers were assisted with rights and responsibilities information. 80 of the callers were calling with a specific discrimination issue which was clarified by HRR staff and as appropriate, callers were referred to Legal Aid Services of Oregon. The HRR program serves a vital function to screen appropriate cases to Legal Aid services. The jurisdiction will explore funding and partnership options to expand these legal services.</p> <p>Metrics, milestones and timeframes:</p> <p>Annually, at least 400 landlords and renters will receive information on fair housing laws and training on rights and responsibilities of tenants and landlords. (2000 people over 5 years).</p> <p>The number of potential discrimination referrals to Legal Aid and Fair Housing Council by Housing Rights and Resources program will be compiled and reported to HUD in CAPER reports.</p>
<b>11</b>	<b>Goal Name</b>	AFH Goal: Coordinate Fair Housing efforts
	<b>Goal Description</b>	<p>Regional partners continue to coordinate efforts to promote and expand fair housing laws and improve housing choice for all protected classes. Regional partners are coordinating efforts with the Fair Housing Council of Oregon to collect discrimination complaint data for examination and dissemination to local jurisdictions. Improved data collection will boost efforts to make the public more aware of the persistent discrimination that occurs in the private rental housing market.</p> <p>Metrics, milestones and timeframes:</p> <p>By 2019 each jurisdiction in the region will have at least one shared goal regarding fair housing.</p>

12	<b>Goal Name</b>	AFH Goal: Healthy and Habitable Housing
	<b>Goal Description</b>	<p>Substandard housing conditions including fire danger, mold, rodents and bedbugs may have a disparate impact on protected classes that are more likely to occupy private low rent housing.</p> <p>Metrics, milestones and timeframes:</p> <p>Jurisdiction/County Adoption of a Residential Rental Maintenance Standard by 2020.</p>



# Projects

## AP-35 Projects – 91.220(d)

### Introduction

These FY 2019 projects were awarded in February 2017 after a competitive application process conducted in November and December of 2016.

The actual FY 2019 allocations have not been awarded by HUD effective March 20, 2019. This 2019 plan has allocated the funding accordingly.

### Contingency Provisions for 2019 CDBG, HOME and ESG Allocations

Entitlement jurisdictions are not allowed to submit their Action Plan until the actual amounts are known and included in the Action Plan. HUD has instructed entitlement jurisdictions to include contingency provisions in its 2019 Action Plan that describes how it will make adjustments to the estimated allocations that have been provided for public comment, once the actual allocations are known. These contingency provisions are only applicable to the 2019 Action Plan. The contingency provisions for each program is described below:

CDBG (non-Public Services). The county has identified the CDBG administration (2019/0002), the Housing Rehabilitation program (2019/0001), and the Optional Emergency Assistance (2019/0058) as projects that will be increased or decreased based on the actual funding levels determined by HUD. If the actual CDBG allocation is less than anticipated, these activities will be reduced by the amount of the reduction for non-PS activities. If the CDBG allocation is increased above anticipated amounts, funding for CDBG administration (2019/0002), the Housing Rehabilitation program (2019/0001) and the Optional Emergency Assistance (2018/0008) projects will be increased proportionally to match the actual allocation.

HOME. Any increase or decrease in HOME funding relative to the amount anticipated in the Action Plan will be applied to the HOME Administration (2019/0003) and the Multi-Family Housing Project (2019/0014) to match the actual allocation.

ESG. Any decrease or increase of ESG funding relative to the amount anticipated in the Action Plan will be applied to the ESG Administration, ESG HMIS and the ESG Rapid rehousing to match the actual

allocation.

## Projects

#	Project Name
1	Housing Rehabilitation Program 2019
2	CDBG Grant Administration and Planning 2019
3	HOME Grant Administration 2019
4	2021 Homeless Count Planning
5	Optional Emergency Assistance 2019
6	Tiny Houses Community 2019
7	Cottage Housing Cluster for Affordable Ownership 2019
8	Mobile Home Roof Replacement 2019
9	Employment Investment Program 2019
10	Housing Rights and Resources 2019
11	Jackson Transitional Housing 2019
12	Tenant Base Rental Assistance 2019
14	Multifamily Housing Project 2019
15	CHDO Operating Funds 2019
16	Emergency Solutions Grant Program 2019

**Table 7 - Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The allocation priorities are based on consultation with community members, cities and non-profit agencies providing services throughout the county. The major obstacle to addressing underserved needs is the high demand for services and housing that is beyond the level of funding available.

## AP-38 Project Summary

### Project Summary Information

1	<b>Project Name</b>	Housing Rehabilitation Program 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$500,000
	<b>Description</b>	Housing Rehabilitation Programs provide needed home-repair assistance to low income households throughout Clackamas County.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	30 households will benefit
	<b>Location Description</b>	countywide
	<b>Planned Activities</b>	Housing Rehabilitation Programs provide needed home-repair assistance to low income households throughout Clackamas County.
2	<b>Project Name</b>	CDBG Grant Administration and Planning 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Public Facilities Improvements
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$367,290
	<b>Description</b>	CDBG grant administration, planning, monitoring and reporting.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	NA
	<b>Location Description</b>	County wide

	<b>Planned Activities</b>	CDBG grant administration, planning, monitoring and reporting.
<b>3</b>	<b>Project Name</b>	HOME Grant Administration 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$90,305
	<b>Description</b>	HOME Grant administration, contract monitoring and reporting.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	NA
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	HOME Grant administration, contract monitoring and reporting.
<b>4</b>	<b>Project Name</b>	2021 Homeless Count Planning
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$10,000
	<b>Description</b>	Planning, implementation, data collection, reporting and evaluation for 2021 homeless count. Special efforts made to reach underserved populations, veterans, unaccompanied youth & rural homeless.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Homeless Count information for planning purposes
	<b>Location Description</b>	countywide data
	<b>Planned Activities</b>	Planning, implementation, data collection, reporting and evaluation for 2021 homeless count. Special efforts made to reach underserved populations, veterans, unaccompanied youth & rural homeless.

5	<b>Project Name</b>	Optional Emergency Assistance 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$30,000
	<b>Description</b>	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency. Funding and assistance with relocation of residents and/or associated expenses to mitigate the effects of the emergency
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	TBD depending on the emergency
	<b>Location Description</b>	countywide
	<b>Planned Activities</b>	Emergency assistance to individuals or agencies for emergency assistance due to a fire, landslide, snowstorm, flood or other such emergency. Funding and assistance with relocation of residents and/or associated expenses to mitigate the effects of the emergency
6	<b>Project Name</b>	Tiny Houses Community 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$35,000
	<b>Description</b>	Funding for land acquisition, site planning, site preparation and other associated costs of creating a Tiny Houses Community for up to 10 homeless adults in Clackamas County, including eligible costs for a community facility and 10 tiny homes.
	<b>Target Date</b>	6/30/2021

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 homeless families that are extremely low income.
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Funding for land acquisition, site planning, site preparation and other associated costs of creating a Tiny Houses Community for up to 10 homeless adults in Clackamas County, including eligible costs for a community facility and 10 tiny homes.
<b>7</b>	<b>Project Name</b>	Cottage Housing Cluster for Affordable Ownership 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$227,000
	<b>Description</b>	Funding to purchase one or more vacant parcels of land to be developed with clusters of affordable, modestly-sized cottage land trust houses for low income homebuyers.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 Low income households
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Funding to purchase one or more vacant parcels of land to be developed with clusters of affordable, modestly-sized cottage land trust houses for low income homebuyers.
<b>8</b>	<b>Project Name</b>	Mobile Home Roof Replacement 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Housing Rehabilitation
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	CDBG: \$100,000

	<b>Description</b>	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 low income households
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Roof Replacement for owner occupied mobile/manufactured homes located in parks throughout Clackamas County.
<b>9</b>	<b>Project Name</b>	Employment Investment Program 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Public Services
	<b>Needs Addressed</b>	Non-housing Community Development
	<b>Funding</b>	CDBG: \$40,000
	<b>Description</b>	Clackamas County Employment Investment Program assists 20 low-income Clackamas County residents per year with significant barriers to employment (60 total) to increase self-sufficiency, with additional outreach contacts to public housing residents.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	30 low income and disabled persons
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Clackamas County Employment Investment Program assists 20 low-income Clackamas County residents per year with significant barriers to employment (60 total) to increase self-sufficiency, with additional outreach contacts to public housing residents.
<b>10</b>	<b>Project Name</b>	Housing Rights and Resources 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Public Services

	<b>Needs Addressed</b>	AFH: 9. Lack resources for fair housing agencies
	<b>Funding</b>	CDBG: \$140,000
	<b>Description</b>	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council. It actively addresses & promotes fair housing & furthers housing opportunity for all, focusing on homeless & low-income residents.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	300 households will get information on housing resources
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Housing Rights & Resources is a partnership between Clackamas County Social Services, Legal Aid & Fair Housing Council. It actively addresses & promotes fair housing & furthers housing opportunity for all, focusing on homeless & low-income residents.
<b>11</b>	<b>Project Name</b>	Jackson Transitional Housing 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	CDBG: \$80,004
	<b>Description</b>	Jackson Transitional Housing provides 6 housing units with supportive services for primarily homeless adults or childless couples, works with participants to increase income and address and overcome barriers to permanent housing placement.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	6 homeless households
	<b>Location Description</b>	Countywide



	<b>Planned Activities</b>	Jackson Transitional Housing provides 6 housing units with supportive services for primarily homeless adults or childless couples, works with participants to increase income and address and overcome barriers to permanent housing placement.
<b>12</b>	<b>Project Name</b>	Tenant Base Rental Assistance 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	HOME: \$75,000
	<b>Description</b>	The TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	10 households will be assisted
	<b>Location Description</b>	Countywide
<b>Planned Activities</b>	The TBRA Program will assist individual households who are homeless or at risk of becoming homeless. Maximum assistance is 24 months and may be used for rent, utility costs, security deposits, and/or utility deposits.	
<b>13</b>	<b>Project Name</b>	Multifamily Housing Project 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	AFH: 2. Availability of affordable units
	<b>Funding</b>	HOME: \$677,741
	<b>Description</b>	HOME Multifamily Housing Project to be determined.
	<b>Target Date</b>	6/30/2021

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 households
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	HOME Multifamily Housing Project to be determined.
<b>14</b>	<b>Project Name</b>	CHDO Operating Funds 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Affordable Housing
	<b>Needs Addressed</b>	Affordable Housing
	<b>Funding</b>	HOME: \$26,000
	<b>Description</b>	HOME funds for Community Housing Development Organizations (CHDO) Operating Funds
	<b>Target Date</b>	6/30/2021
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	2 organizations - 50 households that will get housing
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	HOME funds for Community Housing Development Organizations (CHDO) Operating Funds
<b>15</b>	<b>Project Name</b>	Emergency Solutions Grant Program 2019
	<b>Target Area</b>	Countywide
	<b>Goals Supported</b>	Homeless Assistance
	<b>Needs Addressed</b>	Homelessness
	<b>Funding</b>	ESG: \$178,178
	<b>Description</b>	HESG funding for Grant Administration (\$13,000), HMIS (\$40,000), Rapid Rehousing (\$20,678) and to support Shelter Operations (\$104,500) at the NHA Annie Ross House, The Inn, Clackamas Womens Services and NW Family Services emergency shelters for individuals, survivors of domestic violence, youth and families with children who are currently experiencing homelessness.

<b>Target Date</b>	6/30/2021
<b>Estimate the number and type of families that will benefit from the proposed activities</b>	300 persons will be housed
<b>Location Description</b>	Countywide
<b>Planned Activities</b>	ESG funding to support NHA Annie Ross House, The Inn, Clackamas Womens Services and NW Family Services emergency shelter operations for individuals, survivors of domestic violence, youth and families with children who are currently experiencing homelessness.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance is directed throughout the county. No geographic areas in Clackamas County were targeted.

The 2015 median annual income for the Portland-Metro MSA, which includes Clackamas County, is \$73,900 for a household of 4 people. Low income (50% of AMI) persons and households have an income of less than \$36,750 per year or \$3,062 per month for a family of 4. For a single person the median income per year is \$51,730. A low income adult person would have an income of less than \$25,750 per year or less than \$2,146 per month.

Nine and a half percent (9.5%) of Clackamas County residents are living below the official poverty level in Clackamas County based on the 2005-2009 American Community Survey results. Female householders with children had the highest rates of poverty, and nearly half of female householders with children under the age of five were found to be living below poverty.

The United States Department of Housing and Urban Development (HUD) has generated a series of standards that can be used to determine if a Census Tract Block Group has a minority concentration or a concentration of low-income households. To determine if a low-income concentration exists, the Area Median Income (AMI) of a block group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

### Geographic Distribution

Target Area	Percentage of Funds
Countywide	100

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

No geographic areas in Clackamas County were targeted. All projects are within Clackamas County,

Oregon.

### **Discussion**

No geographic areas in Clackamas County were targeted. All projects are within Clackamas County, Oregon.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

Clackamas County Housing and Community Development has 2 goals and 2 grants that support affordable housing. The Housing Rehabilitation Goal will be funded with CDBG funds to assist at least 30 households per year. HOME funds will assist 120 households per year through building new units, preserving existing units, providing Tenant Base Rental Assistance and homebuyer financial assistance.

Specific Projects in 2019:

- Housing Rehabilitation Program
- Tenant Based Rental Assistance
- HOME Multifamily housing - (NHA River Glen Apartments Rehabilitation: 44 affordable units, 6 HOME units)
- Pleasant Ave Veterans Apartments: 24 affordable units, 12 HOME units

One Year Goals for the Number of Households to be Supported	
Homeless	20
Non-Homeless	108
Special-Needs	10
Total	138

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	24
Rehab of Existing Units	94
Acquisition of Existing Units	0
Total	138

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Affordable housing preservation and new unit development continues to be a priority for the county

and the state.

## HOME Distribution Process and Beneficiary Preferences

1. **Eligible applicants for HOME assistance, process for soliciting and funding applications, and detailed application materials available** Clackamas County limits HOME assistance to applicants with a household income below 80% AMI. Specific HOME assisted programs (such as Tenant-Based Rental Assistance) may have lower income limits. Assistance is provided on a first-come, first-served basis. Detailed information for all HOME programs is available online at: <https://www.clackamas.us/communitydevelopment/affordable.html> Printed materials are also made available at events and at the offices of our service/program providers. Articles are periodically run in area newspapers, including the county-sponsored Citizen News. Further assistance and application packets are available by contacting the Clackamas County Community Development Division (CD) at 503-655-8591. CD staff reviews all applications for assistance and determines program eligibility based on program guidelines. Agencies and organizations wishing to develop affordable housing projects or programs to benefit HOME-eligible households must discuss their proposal with CD staff. CD staff will assist with identifying service areas, eligible and ineligible beneficiaries, and help with the application process. The Board of County Commissioners determines final approval of HOME funding of affordable housing development or programs. Funding for HOME programs and projects are made available on a first-come, first-served basis.
2. **Limits/preferences on beneficiaries for HOME assistance** Except for the Tenant Based Rental Assistance Program which limits eligibility to households who are homeless or are at risk of becoming homeless, Clackamas County **does not** limit HOME assistance to a particular segment of the LMI population. The Pleasant Avenue Veterans Apartments is targeted at Veteran households because of the project's primary funding source and not because of HOME preferences or restrictions.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Housing Authority of Clackamas County (HACC) is a part (a Division) of the county's Health, Housing and Human Services (H3S) Department.

The County is planning to receive local tax revenue from Metro Affordable Housing Bond which recently was approved by voters.

The Clackamas County Board of County Commissioners has established an ongoing funds to help address the affordable housing crisis. The Affordable Housing and Services Fund will provide \$1.2 million of general funds annually for housing and services.

### **Actions planned during the next year to address the needs to public housing**

- *Provide service coordination through the ROSS grant for 540 public housing units*
- *Coordinate with local Workforce organizations to connect residents with employment and training opportunities*
- *Coordinate with CTEC Youth Services to provide unengaged teens with mentoring, employment and education opportunities.*
- *Coordinate with Mentor Athletics to provide youth sports, recreation and mentoring opportunities for HACC youth*
- *Provide service coordination and support to residents facing eviction.*
- *Coordinate with Public Health to provide for health, mental health and service coordination for most vulnerable residents.*
- *Manage community gardens in the Oregon City and Milwaukie neighborhoods, encourage resident participation and leadership. Provide opportunities for continuing garden and nutrition education.*
- *Manage the Hillside Community Food Basket in coordination with the Oregon Food Bank*
- *Maintain and manage community computers available for resident use*
- *Promote resident engagement and leadership through the HACC Resident Advisory Board*
- *Promote available community resources and opportunities available to residents through a quarterly newsletter.*

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

**Public housing residents are encouraged to participate in PHA (HACC) management through**



**participation in the activities of the Resident Advisory Board (RAB).**

**Public housing residents are encouraged to participate in home ownership.** HACC residents are provided information about the Clackamas Homebuyer Assistance Program (CHAP) and the IDA Program.

**HACC offers a range of economic empowerment strategies to assist public housing residents to become economically self-sufficient.** Under the HUD Resident Opportunity for Self-Sufficiency Grant (ROSS), HACC has a full-time Service Coordinator available to coordinate supportive services and other activities designed to help PHA residents attain economic and housing self-sufficiency.

**Effective Partnership with Regional Workforce Agencies Connecting Residents to Employment and Training Opportunities:** HACC collaborates with regional work force agencies including the Clackamas Workforce Partnership, Community Solutions of Clackamas County and WorkSource to connect residents with employment and training opportunities. Through these collaborative partnerships residents get basic soft skills instruction, participate in workshops and get support in job search activities, have opportunities to participate in paid on the job training, access training in targeted high growth industries such as construction, manufacturing, health care and technology.

**Asset Building through Individual Development Accounts:** Through the IDA program, HACC residents are provided with the opportunity to save for post-secondary education, to grow a business or to purchase a home using an IDA matched savings account. IDA matched savings accounts match every \$1 a participant saves with \$3. IDA savers must complete a 10 hour financial education workshop where they learn about budgeting, credit repair and credit building, debt management and avoiding predatory lending. IDA savers are also required to complete 6 hours of asset specific training related to their goal. Through the IDA program, residents are also linked to other financial empowerment resources such as free tax preparation sites, referrals to non-profit credit counseling agencies, home ownership counseling and opportunities to access low-interest emergency loans. HACC residents are also provided information about the Clackamas Homebuyer Assistance Program, a HOME funded downpayment assistance program. By providing access to the IDA Program and the CHAP, Clackamas County encourages public housing residents to participate in homeownership.

HACC encourages Public Housing residents to engage in management through a Resident Advisory Board (RAB). RAB membership is comprised of public housing and Section 8 Housing Choice Voucher (HCV) leaders that represent residents served by HACC. The RAB convenes not fewer than two times per year to develop, approve, review and evaluate HACC's Annual Plan. The RAB is also consulted for input and approval of any significant amendment or modification to the Annual Plan. A member of the RAB has a permanent seat on the County's Housing Advisory Board.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be**

## **provided or other assistance**

The Housing Authority of Clackamas County (HACC) is not designated as a troubled PHA.

## **Discussion**

Clackamas County has formed a Housing Advisory Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is an eight member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County.

Currently, Board of County Commissioners has developed a Housing Leadership Committee (HLC). The HLC will be a high level task force that will make recommendations to the BCC on policies, tool kit opportunities (Construction Excise Tax, Inclusionary Zoning, etc.) and funding sources to encourage affordable housing solutions in Clackamas County. The Housing Advisory Board (HAB) will re-focus on the Housing Authority efforts to redevelop land and improvements in public housing and the Housing Choice Voucher program.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The H3S Housing and Community Development Division (HCD) coordinates most of the homeless and other special needs activities through its partnerships with non-profit service providers, the Social Services Division, Continuum of Care, the Housing Authority of Clackamas County public housing agency. Activities include: CoC coordination, CoC Homeless Point in Time count, ESG coordination, CoC Homeless Outreach and Discharge Planning.

**Housing Assistance for Alcohol and Drug Recovery:** The Behavioral Health Division (BHD) of Clackamas County has developed supportive housing for those in alcohol and drug recovery. BHD, through CODA, has implemented housing assistance and services program for Clackamas County residents in alcohol and drug recovery. The program has three main components: substance abuse recovery, finding any retaining permanent housing, and increasing income by connecting people with benefits and/or employment options. Direct client dollars can be used for, but not limited to, moving costs, rent assistance, application fees, deposits, and paying off previous debts. The target population for this program is individuals participating in alcohol and drug recovery at or below 50% Median Family Income, homeless, or at risk of homelessness. BHD will also utilize state general fund A&D dollars to assist people, who are homeless, in obtaining recovery housing such as Oxford housing.

Central City Concern (CCC), a Portland-based non-profit organization runs several Alcohol and Drug free properties in Clackamas County. Chez Ami is a 40-unit property, mostly serving single people without children in the household. It is a Continuum of Care, Permanent Supportive Housing project. This program serves the most highly vulnerable homeless population with wrap-around case management support and assistance in connecting residents with A&D recovery services. Town Center Courtyards, another CCC property, has 60 units, serving families with children. Although this property is not strictly reserved for families experiencing homelessness, families often “graduate” homeless housing programs into this property.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

**Households with dependent children:** Clackamas County Coordinated Housing Assistance (CHA), our Coordinated Entry program, ensures comprehensive outreach to families with children. The CHA

coordinator, in partnership with our non-profit providers, conduct training with many organizations throughout the County so they understand how to help families access CHA, complete an assessment of their individual needs, and access the system of homeless housing services. Outreach is provided at agencies such as State Department of Human Services, the WIC program, and meetings of service providers in rural communities. Fliers for CHA are provided and posted throughout the County.

**Survivors/Victims of domestic violence:** The CoC includes TH, RRH and PSH projects focused on domestic violence survivors and their families. Two providers operate ESG-funded DV emergency shelters including a culturally-specific services for Latina women and a shelter that operates the Family Justice Center. The Family Justice Center involves a wide range of on-site services from over 12 public safety and services agencies, funded by more than 24 public and private entities. DV survivors are able to access all homeless housing programs throughout the CHA system, using a confidential “code-name” system to access non-DV-specific programs.

**Unaccompanied youth:** Springwater is a CoC TH for youth 16- 21 funded with ESG, local government & private funds. In the FY2018 CoC Application, the Neighborhood Economic Development Corporation was funded to serve youth ages 16-18 with a combination TH/RRH model. This program intends to especially focus on youth aging out of the foster care system. Clackamas County has recently incorporated all homelessness prevention services into our CHA system. New, additional, state funding was added to homelessness prevention, serving many populations, including unaccompanied homeless and at-risk youth. Clackamas County’s CHA system incorporates all homeless housing programs, including those above, serving youth. Outreach is conducted with the Homeless School Liaisons and many other youth services providers. The County is working on creating a text-in or online-form system to provide better access to homeless youth, who are reluctant to talk on the phone.

**Persons who routinely sleep on the streets or in other places not meant for human habitation:** Clackamas County has a range of services for persons sleeping on the streets or in other places not meant for human habitation. Two major service centers (Clackamas Services Center and Father’s Heart) provide hot meals, clothing, medical services, and severe weather shelter, and are close to where many unsheltered homeless reside. Several smaller agencies also provide basic needs and outreach to homeless on the streets and places not meant for habitation. Clackamas County currently has 95 beds for those who meet the Chronically Homeless definition. Compassion events, similar to Project Homeless Connect, are held throughout the year to provide a “one stop” for basic services, such as food, clothing, medical care, veterans’ services and housing options.

**Homelessness among veterans:** Housing Authority of Clackamas County has housed 66 families of homeless veterans using VASH vouchers. Another 40 vouchers will be made available in the coming year. Clackamas County operates emergency housing, RRH and PSH specifically for homeless veterans. There are currently 135 beds for homeless Veterans in Clackamas County, and more VASH vouchers are forthcoming. A new, first-of-its-kind veteran-specific tiny house village just opened, housing 15 veterans. Pleasant Ave Veteran Housing, a new veteran-specific 24-unit affordable housing property, with

services, is under construction.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The activities to address emergency shelter needs within the County will be funded through the Emergency Solutions Grants (ESG) program. 1000 Households will receive HESG program services from July 1, 2019 to June 30, 2020. The FY 2019 ESG allocation will be supplemented by matching funds at least equal to its amount.

Primary emphasis will continue to be on payment of emergency shelter operations expenses including utilities, maintenance, insurance, and staff salary costs. The purpose of emphasizing payment of operations expenses is to provide some predictability and stability to the operation of the shelters by assuring that their most basic expenses are met. This assures the continued operation of the facilities in times of scarce and fluctuating resources, and it compliments specific fundraising efforts for special projects.

Northwest Housing Alternatives' Annie Ross House will reopen in August 2019 and Clackamas Women's Services' Evergreen House, provide emergency shelter to homeless families with children and survivors of domestic violence, respectively. Independent living services are provided through The Inn's Springwater program, which targets assistance to the homeless youth population. Northwest Family Services Casa Esperanza provides emergency shelter services to Hispanic/Latino homeless families and individuals who have survived domestic violence. Case management at each program improves vocational and coping skills to make the transition from homelessness to independent living. Continuum of Care funds also provide 49 beds of transitional housing for homeless households, including families, singles, and youth.

Clackamas County's Coordinated Housing Access system provides a one-stop option for homeless individuals and families to be assessed and matched with all homeless programs in the County for which they are eligible.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were**

## **recently homeless from becoming homeless again**

Chronically homeless individuals and families: In 2014, The Continuum of Care increased the number of beds for chronically homeless persons in Clackamas County. The CoC did this by leveraging Housing Authority Housing Choice Vouchers, converting Permanent Supportive Housing (PSH) beds to chronically homeless beds, reaching out to PSH providers to prioritize beds for chronically homeless persons and using Medicaid to provide enhanced services for chronically homeless persons in PSH beds.

Families with children: The CoC increased capacity and worked on outreach goals to end homelessness among households with dependent children. The HomeBase program utilized multiple funding sources to expand and become the largest RRH and homelessness prevention program in the County. Through the reallocated Rent Well RRH project, the CoC will be able to stabilize housing for 15 families from the streets/emergency shelter. The locally-funded Bridges to Housing (B2H) Program stabilizes housing for high-need homeless families and assisted 136 persons last year. Outreach plan includes referrals from different geographic parts of the county. An outreach strategy adopted by the HPC educates landlords on housing choice vouchers.

B2H serves high-needs homeless families with children, with a capacity of 30 families at a time. These homeless families have multiple complex needs which often include but are not limited to housing barriers, domestic violence, addictions, mental health issues and disabling conditions. B2H families receive longer term housing subsidies and intensive services designed to support their income self-sufficiency and permanent housing stability as well as the children's and adult's educational success.

Veterans and their families: Housing Authority of Clackamas County has housed 66 homeless veterans using VASH vouchers. The Veterans Services Office coordinates with Social Services to conduct veteran outreach with free medical screenings, warm clothing, information on compensation and other veterans' benefits, employment, housing, counseling and other services. Clackamas County is part of an SSVF grant and provides office space for a nonprofit provider of outreach, homeless placement and homeless prevention for veteran families. This grant has streamlined access to the regional Grant Per Diem program for vets who are working on permanent housing placement either through VASH, SSVF or other programs.

Unaccompanied youth: Springwater Transitional Housing for youth 18-23 is funded with CoC, ESG, local government, and private funds. Case management, vocational education services, physical and mental health support, supervision and shelter are provided to youth.

HomeSafe Transitional Housing for pregnant and parenting youth 16-21 is funded with CoC, local and state grants. Youth have access to rent assistance in scattered apts., case management, referral and linkages to mainstream services.

Independent Living Plans (ILPs) are funded with state and local govt. funds for independent living services to youth transitioning from foster care. Case management is provided for youth discharged

from Child Welfare at 18 or 19 years old without permanent housing. Case managers refer and link ex-foster youth to programs and services.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

These discharge plans have been confirmed through the Continuum of Care application and planning process.

Foster Care: The Oregon Department of Human Services (DHS), dictates the Foster Care Discharge Policy in which the County actively participates. DHS refers willing children to a Continuum of Care provider for a Life Skills/Transition Readiness Assessment. This results in: 1. Identification of resources and linkages needed to assist the child in transitioning to independent living, including life skills training, housing subsidies, college tuition, and health insurance and 2. Preparation of an individualized Comprehensive Transition Plan which must be approved by a Family Court Judge every 6 months until the child is successfully transitioned to independent living.

Youth can access Chafee rental subsidies to help them secure an apartment. They can secure tuition-free access to a state college along with Chafee grants to assist with room and board. Youth with developmental disabilities and/or mental illness exiting the foster care system continue to receive an array of services including options such as adult foster care and supported housing that are based on unique client needs. Each option is designed to ensure that youth exiting the foster care system are not routinely discharged into homelessness.

Health Care: The discharge planning for low-income and disabled people has historically resided with the State through the Medicaid program. With the advent of the Affordable Care Act (ACA) and the expansion of Oregon's Medicaid program, discharge planning is shifting to local control. All Medicaid providers are joined in Coordinated Care Organizations (CCOs) covering specific geographic areas. The CCOs integrate physical, mental and dental health services. The ACA Medicaid expansion has been structured to align the financial incentives with clinical outcomes/housing status of patients. This has begun to persuade hospital systems and health care providers to plan and act outside their silo, to begin discussions with CoCs about effective liaison and resource sharing.

Mental Health: The Discharge Policy in place for persons being discharged from a mental health facility is ensured by Clackamas County Behavioral Health Department (CCBH). As part of Health Share, the area's

Medicaid Coordinated Care Organization, CCBH has both financial and clinical incentives to ensure that no county residents are discharged from a psychiatric hospital without housing and services. In addition, Oregon is under an U. S. Dept. of Justice 4 year plan to provide better community outcomes for people with mental illness. Specific mandates are subcontracted by the State to CCBH. The local Discharge Policy, which is monitored and enforced by the State, requires all adults leaving a psychiatric hospital be housed consistent with their level of care needs and personal wishes.

Corrections: The purposeful effort to structure successful community re-entry for inmates is a local mandate spearheaded by the Clackamas County Sheriff's Office (CCSO) which participates on the CoC governing board. Because community safety is its #1 priority, CCSO promotes post-discharge services with housing to reduce recidivism. Likewise, the Clackamas County Behavioral Health (CCBH) is a provider in the local Medicaid program, Health Share. CCBH understands that successful re-entry will reduce incidence and cost of ER visits and hospitalization.

## **Discussion**

Our Jurisdiction receives no HOPWA funding. Our jurisdiction works with Cascade Aids Project (CAP) a service agency which provides housing and services for persons that are HIV positive in our three-county area that is referred to as the Portland Metro Area.



## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The majority of resident feedback during Assessment of Fair Housing community meetings in 2016 was that most people liked where they lived, however, many people including persons with disabilities felt that it was very difficult to find another affordable unit should they want to move. Current state law provides a mechanism to ensure that a certain percentage of new development is reserved for low-income tenants (known as “inclusionary housing” or “inclusionary zoning”). Clackamas will be evaluating the feasibility and the various options for implementing inclusionary zoning within the county.

The Low Income Housing Tax Credit (LIHTC) market has come to a screeching halt due to potential tax policy changes at the federal level. Clackamas County relies on the State of Oregon LIHTC Program which recently provided this guidance to all proposed affordable housing projects: State of Oregon OHCS decision....letter dated 2/10/2017...

“anticipated federal corporate tax reform has negatively impacted the LIHTC equity market creating real-time consequences for the 33 multifamily affordable housing projects in the OHCS "pipeline". These projects have received funding reservations based on tax credit pricing that is no longer available. Among projects facing probable gaps are a large number of 4% LIHTC projects, as well as the 9% LIHTC projects that the Housing Stability Council approved in November 2016.”

“Do not issue a 2017 LIHTC and HOME NOFA and instead fund additional 2016 applications, reserving some credits for gaps in 9% LIHTC pipeline projects and use flexible gap funding resources to help fill funding gaps on as many pipeline projects as possible”

Zoning Issues: Multi-family housing developments are typically restricted to areas that are zoned as high or medium density residential in each community and throughout the jurisdiction. Communities have many requirements for multifamily housing including: amenities such as onsite parking, fire access, buildings that “match” the character of the neighborhood and traffic impact studies, etc. All these requirements of multifamily housing projects increase the initial cost and result in affordable housing that is expensive to build and maintain. The State of Oregon has a land use plan (Goal 10) that requires all communities to allocate land for multifamily developments however some communities are more compliant than others. State and regional housing advocates are beginning to challenge communities to meet the Goal 10 requirements to provide land for multi-family housing developments. In 2015 Housing Land Advocates joined the Coalition for Affordable and Safe Housing to repeal Oregon’s ban on inclusionary zoning, and allow Oregon communities access to this important tool for creating affordable housing in areas of opportunity. The ban was lifted in 2016 with the passage of HB1533 which became effective June 2, 2016.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve**

**as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

As mention in AP-60 Public Housing the **Clackamas County has formed a Housing Advisory** Board to provide affordable housing policy guidance to the Housing Authority and the Board of County Commissioners. The Housing Advisory Board (HAB) is an eight member body that convenes once each month to discuss topics and issues pertaining to the development, preservation and promotion of affordable housing of all types in Clackamas County.

Currently, Board of County Commissioners has developed a Housing Leadership Committee (HLC). The HLC will be a high level task force that will make recommendations to the BCC on policies, tool kit opportunities (Construction Excise Tax, Inclusionary Zoning, etc.) and funding sources to encourage affordable housing solutions in Clackamas County. The Housing Advisory Board (HAB) will re-focus on the Housing Authority efforts to redevelop land and improvements in public housing and the Housing Choice Voucher program.

In Clackamas County, many of the existing patterns of sprawl, decentralization and homogenous housing developments resulted from commuter demand for housing. Homogeneity, whether exclusively single family or multifamily, can result in limited housing choice suitable to needs and incomes of County residents. Undefined or subjective design standards can also make it difficult to meet affordable housing needs within built-out communities.

Access to affordable and adequate housing for households with lowest incomes has been restricted over the years. Since 2000, median renter income in the U.S. has fallen relative to contract rents. Utility costs have been increasing, as has the price of commuting to work. Quality of housing, particularly at the lowest rent levels, is at risk if property owners do not have assets to maintain units. The result is that lowest income tenants, in addition to the burden of finding housing at all, may be forced to live in unsuitable or unsafe housing.

A range of suitable housing choices should ideally be available to fit the entire range of household incomes, providing choices for all residents, including those who work in the community.

Households with extremely low incomes, especially those needing support services, find very few housing options. The Clackamas County 2017-2021 Comprehensive Plan, recognizes the goal of providing a variety of housing types and densities to meet the needs of County residents.

**Discussion:**

No additional information.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Clackamas County Community Development Division (CDD) proposed the following actions in program year 2019 that address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in management and encourage public housing residents to attain home ownership. CDD continues to request proposals from housing development organizations for the development and preservation of multi-family affordable rental housing projects that serve lower income households. Funding available to support these activities included: HOME funds, Housing Choice Vouchers and Public Housing Replacement Funds.

In FY2019 potential special needs housing projects include: Pleasant Avenue Veterans Housing and the Tiny Houses Community project with a location yet to be determined.

### **Actions planned to address obstacles to meeting underserved needs**

Clackamas County CDD will address obstacles to meeting underserved needs in FY2019 through these activities:

1. Leverage available program funds by requiring sponsor contributions.
2. Seek additional funding from public and private sources to finance program activities.
3. Continue a program to assist renters and homeowners who need safety and accessibility adaptations in order to remain in their own homes.
4. Investigate the development and implementation of an inspection program to enforce habitability standards in multi-family housing projects.
5. Promote and assist the development of additional transitional housing which will be available to low- and very low-income individuals and families.
6. Promote and assist the development of affordable housing which will be available to very low, low-, and moderate-income individuals and families.
7. Increase capacity to assist Homeless Families with Children.
8. Develop a set of program policies to create a 15 percent set-aside in all new affordable housing

developments specifically to assist the targeted special need populations.

9. Promote the use of Section 8 Project Based Vouchers into the development of any new affordable housing project.

### **Actions planned to foster and maintain affordable housing**

HOME funds will be used primarily to develop affordable housing units for rental by low-income individuals and families. HOME funds will also be used to assist Community Housing Development Organizations (CHDOs) with grants for operating costs allowed by 24 CFR 92.208. HCD ensures that HOME-assisted rental housing remains affordable by monitoring projects during the period of affordability for compliance with the HOME regulations at 24 CFR Part 92.

Clackamas County ensures the long-term affordability of HOME-assisted homebuyer properties during the period of affordability by monitoring to verify that the home remains owner-occupied. Monitoring activities include both desk and on-site monitoring.

For FY2019 HOME funded multifamily housing projects have yet to be determined for new construction projects. A few proposals are under consideration.

### **Actions planned to reduce lead-based paint hazards**

Clackamas County contracts with a professional firm to provide lead hazard evaluation services at no cost to the owners and buyers participating in its housing rehabilitation and homebuyer programs. When such hazards are discovered, they are addressed in a manner consistent with procedures approved by HUD, the State Health Division and the Department of Environmental Quality. However, the County does not anticipate using HOME funds for its housing rehabilitation and homebuyer programs in the next year. The HOME-funded project will be new construction and will not involve lead-paint hazards.

### **Actions planned to reduce the number of poverty-level families**

The Community Development Division (CDD) coordinates efforts with the Social Services Division (SSD) to reduce the number of households below the poverty line. SSDs activities include:

- Participation in and staffing of the Continuum of Care in Clackamas County as well as the Continuum of Care Steering Committee (Governing Board) and the Homeless Policy Council.
- Coordination and maintenance of liaison relationships with McKinney Vento funded homeless liaisons

that support the educational success of homeless children. These include each of the School Districts in the county, all Clackamas Educational Service District offices, and the State of Oregon Department of Higher Education.

- Contracting with a community based organization for a Homeless Student Success Project that enhances the capacity of the homeless liaison at the highest poverty school district in Clackamas County.
- Participation as one of the four lead agencies on the regional steering committee for the Rent Well tenant education program.
- Participation in the operations of the Janssen Transitional Housing Project (JTHP). SSD currently provides case management for the families living at Janssen. This HUD funded project, sponsored by the Housing Authority of Clackamas County, has been in operation for more than 20 years. JTHP provides seven (7) transitional housing units, intensive and comprehensive case management, flexible assistance to support residents increasing their income and housing stability, and other supportive services for homeless families with children.
- Maintain the Housing Rights and Resources Program which responds to the general public regarding emergency housing, housing discrimination, landlord-tenant concerns, low-cost housing, rent assistance and a variety of other housing-related issues.
- Maintain a contractual relationship with Legal Aid Services of Oregon and the Fair Housing Council of Oregon to support the delivery of Fair Housing services to Clackamas County residents. This contractual relationship hastens service delivery for people experiencing potential discrimination and/or fair housing violations.

### **Actions planned to develop institutional structure**

The Community Development Division coordinates efforts with the Social Services Division (SSD) to develop institutional structure to strengthen the services system in Clackamas County.

SSD and CDD worked together with Continuum of Care partners to develop and implement a county wide Coordinated Housing Access system. This system provides centralized access, eligibility screening and prioritization, using HUD guidelines, to all HUD funded homeless services and housing programs within the County. Three non-HUD funded homeless housing programs also elected to join the new coordinated system.

SSDs activities include: - Operation of the State of Oregon Housing and Community Services Low Income

Rental Housing Fund (LIRHF). LIRHF provides time-limited rental payment assistance to case-managed clients of SSD.

- Administration of State Homeless Assistance Program (SHAP) funds sub-granted to the Annie Ross House family shelter and Clackamas Women's Services domestic violence shelter.
- Initial screening and intake for families wanting to enter the Annie Ross House shelter and two interfaith hospitality shelter networks (SON and LOTSM).
- Administration of the federal Emergency Food and Shelter Program (EFSP) and contracts with local shelters to provide night of shelter to homeless persons.
- Local administration of the state Emergency Housing Account (EHA). These funds support case management to families accessing the two interfaith hospitality network shelters. EHA funds are also used to support shelter bed nights at Clackamas Womens Services, Annie Ross House, and the Inn Home emergency shelters.
- Operation of a locally funded Bridges to Housing program that provides high needs homeless families a longer term housing subsidy and intensive, comprehensive case management that focus on permanent housing stability and increasing income.
- Operation of the Rent Well tenant education program, providing year-round, ongoing tenant education in Spanish and English as well as case management to help homeless families with barriers to housing placement locate and access permanent housing units.
- Operation of the Jackson Transitional program for adults who are homeless.
- Operation of the HSP program for families who are homeless or at imminent risk of homelessness needing short term rental assistance and supportive services in order to stabilize.
- Severe Weather Warming Centers at three sites, providing a total of 99 low barrier shelter beds for homeless persons on cold winter nights. These sites provide important linkages for the community efforts to identify and re-house chronically homeless persons.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The Community Development Division coordinates activities between public housing and assisted housing agencies through funding and reporting outcomes to state and federal agencies. The HOME program provides vital funding to private assisted housing providers that also apply for state tax credit

funding. HOME funding is one of few sources of funds for affordable housing units in our rural urban county. Housing Rights and Resources program is an H3S program in the Social Services Division that provided housing referral and information services on all available housing services. H3S, CDD and HACC will coordinate on the following action items:

1. Coordinate with the county Community Health and Social Services Divisions to maximize utilization of resources available to meet the needs of the homeless and persons with mental illness who need housing services.
2. Maintain the CCSS partnership with the State of Oregon Department of Human Services to operate the Housing Stabilization Program in the county. Now in its seventh year, the program serves families with children for up to 12 months. CCSS provides families intensive case management services with a goal of locating and maintaining safe, stable and affordable housing.
3. Maintain the partnership with SSD, Clackamas Women's Services, and Northwest Housing Alternatives to administer and operate the Homeless Prevention and Rapid Re-Housing Program. The program includes 3 elements: Rent Subsidy Program designed to provide short term (3 months) and medium term (up to 6 months) of rent subsidies to low- and moderate-income renters. A Rapid Re-Housing Program designed to provide housing placement, short-term rental assistance, case management and other support services to families with dependent children who have been living in emergency shelters or on the streets for at least seven days. Counseling and Housing Stabilization Services including case management, outreach, housing search and placement, legal services, and Credit Repair.
4. Maintain the CCSS partnership with HACC and Mental Health to operate the HUD funded Shelter-Plus-Care Program. Shelter Plus Care provides rent assistance to case managed clients of Social Services and Mental Health who are homeless.
5. Coordinate with SSD and Northwest Housing Alternative to ensure the continued success of the HomeBase Program homeless prevention and rapid rehousing services. This coordination will include sharing of information concerning case management best practices, and consistent and accurate data entry into the Homeless Management Information System.

**Discussion:**

Clackamas County Community Development Division (CDD) works in conjunction with the Housing Authority of Clackamas County, the Social Services Division, the Behavioral Health Division, Community Health Centers and community non-profit housing providers and private non-profit social services providers to address obstacles to meeting underserved needs, foster and maintain affordable housing, develop institutional structure, encourage public housing residents to become more involved in

management and encourage public housing residents to attain home ownership.

In 201 CDD is funding several affordable housing projects, an employment training program, a fair housing rights and information program, homeless prevention and rapid rehousing services.



## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

#### Introduction:

The Clackamas Homebuyer Assistance Program (CHAP), a down payment assistance program for first-time homebuyers is being suspended for the 2019 -2020 program year, due to lack of activity and staffing changes.

### Community Development Block Grant Program (CDBG)

#### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	1
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

**HOME Investment Partnership Program (HOME)**  
**Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate offering any other forms of investment of HOME funds beyond those described in 24 CFR 92.205(b) in the 2019 program year.

The County will ensure that matching contributions from non-federal sources are made to housing that qualifies as affordable housing under the HOME program in 2019-2020. Matching funds will typically be in amount not less than 25 percent of the funds required to be matched per 24 CFR 92.218. We anticipate that eligible match will come primarily from non-federal cash contributions such as the State Housing Trust Fund, the value of foregone local fees or taxes and the value of donated voluntary labor and professional services. If actual matching funds fall short of the 25% required by the HOME program, the county has a substantial amount of excess HOME match accrued over past program years that it can apply towards the minimum matching requirements.

**HOME Project-Related Soft Costs**

When HOME funds are allocated to an affordable housing project (as opposed to TBRA or CHDO operating), Clackamas County will have the option of charging reasonable and necessary staff and overhead support to the project as project-related soft costs. These may include:

- Processing of applications for HOME funds
- Appraisals required by HOME regulations
- Preparation of work write-ups, specifications, and cost estimates or review of these items if an owner has had them independently prepared
- Project underwriting
- Construction inspections and oversight
- Project documentation preparation
- Costs associated with a project-specific environmental review
- Relocation and associated costs
- Costs to provide information services such as affirmative marketing and fair housing information to prospective tenants
- Staff and overhead costs related any of the above actions

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

The Clackamas Homeownership Assistance Program (CHAP) is being suspended for the 2019 -2020 program year, due to lack of activity and staffing changes. The following Recapture Provisions remain applicable to existing CHAP loans. In accordance with 24 CFR 92.254(a)(4), the period of affordability is five years. Recapture provisions permit the HOME-assisted homebuyer to sell their unit at any time during the period of affordability, to any willing buyer, and at the price the market will bear. The County imposes recapture provisions by written agreement and by recorded lien. In the event of a voluntary or involuntary sale during the period of affordability, the County must recapture the amount specified under its recapture provisions.

The recapture provisions apply only to the direct subsidy provided by the HOME investment that enabled the homebuyer to purchase the property. This includes down payment assistance, closing costs or other HOME assistance provided directly to the homebuyer.

Should the CHAP property be voluntarily or involuntarily sold or title transferred, or should the owner no longer use the property as the primary residence, the entire amount of HOME funds invested in the project shall become immediately due and payable to the County. However, if the sale of the property occurs during the five-year period of affordability, and there are no net proceeds from the sale of the property, or the net proceeds are insufficient to repay the entire HOME investment due, the amount of HOME funds recaptured will be based on the net proceeds available from the sale, if any. The net proceeds are defined as the remainder of the final sale price of the property minus any superior non-HOME loan repayment and closing costs.

During the five-year period of affordability, the County may permit a subsequent low-income purchaser of a CHAP property to assume the existing CHAP loan and HOME recapture obligation entered into by the original buyer when, a) no additional HOME assistance is provided to the subsequent homebuyer, and, b) the subsequent low-income homebuyer meets all of the eligibility requirements of the CHAP. In cases in which the subsequent homebuyer needs (and qualifies for) HOME assistance in excess of the balance of the original CHAP loan, the HOME subsidy to the original homebuyer must be recaptured. A separate CHAP loan shall be provided to the new homebuyer, and a new HOME affordability period shall be established based on that assistance to the buyer.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

The Clackamas Homeownership Assistance Program (CHAP) is being suspended for the 2019 -2020 program year, due to lack of activity and staffing changes. The following narrative describes how the CHAP ensures affordability, and is applicable to existing CHAP loans. Clackamas County uses the

HOME affordable homeownership limits for the area provided by HUD. Eligible CHAP properties must have a maximum price of 95% of current median purchase price for the area as established by HUD. The purchase price may not exceed the appraised value. The County further ensures long-term affordability of HOME-assisted homebuyer properties by enforcing recapture provisions and by monitoring to verify that the home remains owner-occupied during the period of affordability. More information is available at <https://www.clackamas.us/communitydevelopment/homebuyers>.

To be an "**Eligible Property**", the house must:

- Be located in Clackamas County
- Be in **excellent** condition. (Use this guide to help you learn how to look for problem areas in a house)
- Have a purchase price at or below: \$335,000 Effective April 1, 2018
- Meet the definition of affordable, standard single family housing (a single unit)
- Meet property standards and pass an inspection by the County
- Be free of chipped or peeling paint if the house was built before 1978
- Not be occupied by a tenant (unless the buyer is the tenant)

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The County does not anticipate using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds in the 2019 program year.

### **Emergency Solutions Grant (ESG) Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Clackamas County has had several meetings with ESG providers and members of the CoC to develop CoC and ESG policies and performance standards. ESG policies have been developed in consultation with both ESG and CoC providers starting in January 2014 and on an ongoing basis. CDD staff

consulted with CoC Steering Committee members by email in March 2019 to discuss using ESG funds for Rapid Rehousing in 2019.

CDD staff consulted with CoC Homeless Council members on March 27, 2019 to discuss using ESG funds for Rapid Rehousing in 2019. CoC members and CoC Steering Committee has added an equity performance measure in 2019.

CDD staff have attended CoC meetings for the last few years to discuss using ESG funds for HMIS ESG and CoC data collection efforts. CoC members have been aware and informed on the ESG program changes and funding. CoC members continue to be involved in developing performance measurement standards and priorities for both CoC and ESG funding.

The ESG/CoC policy manual is posted at this site:

<https://www.clackamas.us/communitydevelopment/maps.html>

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Coordinated Housing Access (CHA) was launched on January 1, 2015 using a telephone call-in system and the HMIS system. CoC agencies and providers are reviewing processes to improve and streamline the intake process. The planning process involved identifying resources in our region and how resources are accessed by homeless persons and families. The system now covers the entire geographic region using a “hub” system as much as possible, though large portions of the county are rural and sparsely populated. The CHA system is easily accessed, primarily through our Housing Rights and Resources line, a one-stop number for housing information. This number is made available through 2-1-1, the county’s website, flyers and referring agencies.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Currently ESG funds are allocated to four (4) nonprofit providers and the County as the HMIS administrator. The process for making sub-awards was to advertise the availability of ESG funding in 2016 as part of the 2017-2019 funding cycle. Four applications to provide Emergency Shelter services were received and reviewed. All four nonprofits were funded for homeless emergency shelter services. A Rapid Rehousing and Homeless prevention program will be funded in

FY2019. The contracts will be renewed annually at level funding. ESG and CoC providers are engaged in homeless services planning and ESG allocations.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The CoC has a formerly homeless person on the CoC Steering Committee governing board.

5. Describe performance standards for evaluating ESG.

ESG providers are evaluated using the CoC national performance measurements standards. Agencies that provide only emergency shelter services are evaluated by examining one measure of success: What percentage of persons leaving shelter are going to permanent housing?

The ESG program has not yet set a minimum percentage for shelters to meet. After another year of collecting data the ESG program staff and the CoC Steering Committee will meet to review the results and set a minimum standard. Since each shelter is population specific, the agency results and performance can vary greatly.

In 2019 the ESG program will continue funding Rapid Rehousing and or Homeless prevention activities.

ESG program staff are working closely with the Continuum of Care for homeless programs to; coordinate efforts, implement a coordinated assessment process, establish program policies and establish performance measures.

For the 2019 Action Plan, CDD staff presented and discussed recommended funding for CDBG and ESG projects with CoC members on March 27, 2019. CDD staff discussed ESG and CoC funding allocations, performance standards, outcomes, policies and procedures as well as the annual consultation process which occurs in March of every year. CoC members were invited to submit testimony on the funding levels and projects in the 2019 Action Plan at the Feb 27th public meeting and the April 11th public hearing.



**Clackamas County Community Development  
Public Meeting Summary**

**6:00p.m. Wednesday, February 27, 2018  
2015 Kaen Road DSB Room 288  
Oregon City, Oregon**

In Attendance:

Sage Cerulean, resident of Oregon City  
Patrice Lester, NextStep Strategies  
Deborah Cole, resident of Oregon City  
Christy Allcroft by email – attached  
Lori McIntosh, by email – attached  
Paul Lyons by email - attached  
Mark Sirois, Project Manager, Community Development Program

Mark Sirois, Community Development Division, opened the meeting at 6:00p.m. by thanking everyone for attending and asked that everyone sign-in. Mark distributed the Funding Recommendations list and the Public Meeting Schedule. Mark explained that the public meeting was a chance for community members to learn about the Community Development Program and the funding that HUD provides. The meeting also provides an opportunity to get information from citizens on the specific community needs and discuss potential future housing and community development projects in the County.

Mark continued by saying that the anticipated federal funding in the coming year is still unknown. Although Community Development Block Grant (CDBG) funding for construction projects and services is expected to be at the same level of about \$2 million. Funding for homeless services comes from the Emergency Solutions Grant (ESG) funding which is also expected to remain level at about \$180,000 per year. The HOME funding that is used to build affordable housing is expected to be reduced by about 8% this year to about \$750,000. The draft plan will be posted in March and interested persons on the email list will get a notice by email.

Hopefully the CDBG annual allocation will be known by the time when the Board of County Commissioners reviews and approves the project list and 2019 Action Plan. The BCC Public Hearing for the Action Plan is scheduled for April 11 this year. The next CDBG plan year will begin July 1, 2019. The next funding cycle will be in Fall-2019 and project applications will be through the ZoomGrants website again.

Mark opened the floor for people to introduce themselves and discuss the needs they see in the community and their particular project ideas.

**Public Comments:**



People present asked questions about projects on the Funding Recommendations list that have been funded in 2019.

Debbie Cole, a resident of Oregon City stated that she was legally blind and partially deaf. Debbie has a Section 8 voucher and wants to move to a place that is accessible and for people who are 55 years or older but she cannot find anything. She has been to the Housing Authority but the wait lists are very long. She is in a nice duplex now but it is not accessible and has no yard for her guide dog. Debbie stated that the county should build more accessible housing for older people. She lived on 10<sup>th</sup> street and the sidewalk is not good for wheelchairs since there are no ramps. Debbie also added that affordable housing should be built near public transit options. The nearest bus stop should be less than 1 mile away.

Mark mentioned that several new affordable housing developments are being built now. One that might serve her needs is being construction in the Clackamas area. Debbie asked if there was an elevator. Mark suggested that Debbie inquiry about a home accessibility grant from the Community Development Housing Rehabilitation Program. An Accessibility grant might help Debbie feel more comfortable in her home. Mark offered to help guide Debbie through the application process.

Sage suggested that more affordable housing was needed near public transit. Sage lives on Holmes Street which also needs improved sidewalks for persons with disabilities. The street also needs bike lanes on both sides of the street.

Mark stated that the City of Oregon City might have more control of getting street improvements done in the city since the county has to work with cities when doing street improvements and sometimes the cities have different priorities on street improvements.

Patrice with Next Steps asked about how to get grants for small houses for persons with disabilities. Mark suggested that she may want to be at the public hearing to present testimony at the public hearing. Mark also explained that the next funding cycle for CDBG funds would begin in November 2019 for funding available in July 2020.

Christy Allcroft by email: We need more housing and services for homeless persons.

Lori McIntosh by email: We need for affordable housing units.

Paul Lyons by email: We need more “right sized” housing units that are affordable including Accessory Dwelling Units and cottage homes.

Mark asked if there were any other questions or comments. Mark reminded folks that the next project funding cycle will be in Fall 2019 with project applications through the Zoomgrants website. Mark also said that CDD staff are available anytime by phone and email to discuss potential project ideas and to help answer any questions about the CDBG application process.

Mark thanked everyone for attending and reminded folks to look for more meeting notices that he would send by email. The public meeting concluded at 6:45 p.m.

## Sirois, Mark

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**From:** Sirois, Mark  
**Sent:** Tuesday, February 19, 2019 4:19 PM  
**To:** 'Christy Allcroft'  
**Subject:** RE: Meeting

Christy,

I will print out this email and add to our 2019 Action Plan public comments section.

We are funding homeless shelters now and continue to fund affordable housing projects.

We know that more homeless services and affordable housing units are needed.

The County recently completed the homeless veterans village.

We recently got new funds from the County for Homeless Services and affordable housing.

Clackamas County will also get funding from the Metro Housing Bond for the Housing Authority of Clackamas County to build more affordable housing.

Thanks,  
Mark

Mark Sirois, Clackamas County  
Housing and Community Development Division [marksir@clackamas.us](mailto:marksir@clackamas.us)  
503.650.5664

-----Original Message-----

**From:** Christy Allcroft [<mailto:callcroft@gmail.com>]  
**Sent:** Tuesday, February 19, 2019 4:05 PM  
**To:** Sirois, Mark <[MarkSir@co.clackamas.or.us](mailto:MarkSir@co.clackamas.or.us)>  
**Subject:** Meeting

Dear Mark, I can not attend the meeting on February 27th. But I would like to say that we need to address low income housing. Having volunteered at several homeless shelters over the past 2 years, there are many people either homeless or struggling to pay rent who need help. Please consider finding ways to assist them.

Christy Allcroft

Sent from my iPhone

--  
BEGIN-ANTISPAM-VOTING-LINKS  
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NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

## Sirois, Mark

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**From:** Sirois, Mark  
**Sent:** Thursday, February 21, 2019 7:37 AM  
**To:** 'Lori'  
**Subject:** My Wonderful Housing Idea

Lori,

Thank you for sending your public comments and ideas regarding housing.

We are currently working with several non-profit housing developers to build various types of affordable housing.

The Housing Authority of Clackamas County is also working on developing new affordable housing units.

We will include your comments, chart and ideas in our 2019 Action Plan for others to read and consider.

*Thanks,  
Mark*

Mark Sirois, Clackamas County  
Community Development Division  
[marksir@clackamas.us](mailto:marksir@clackamas.us)  
503.650.5664

**From:** Lori [mailto:lohesselgesser@gmail.com]  
**Sent:** Tuesday, February 19, 2019 7:00 PM  
**To:** Sirois, Mark <MarkSir@co.clackamas.or.us>  
**Subject:** My Wonderful Housing Idea

Hello Mark,

I won't be able to make the meeting on Clackamas County Housing. I have severe Social Anxiety and don't do crowds. But I do have a great idea regarding housing. I've sent this to other people. Nothing has come of it that I know of. I'm obviously not a professional planner. Just had (what I think is) a good idea.

Very small spreadsheet attached.

Thank you!  
Lori McIntosh  
Sandy, Oregon

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NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

[Spam Email](#)  
[Phishing Email](#)

Per adult person	\$ 100.00		
Per square foot	\$ 0.25		
Per bedroom	\$ 50.00		
Age of Apt.	1-5 yrs \$100.00	6-10 yrs \$75.00	10-20 yrs \$50.00
Washer/Dryer Hook-up	\$ 25.00		
Washer and Dryer in Unit	\$ 40.00		
Sr.(Over 55 - this gives people a chance to save a bit more for their retirement)/Disabled person	25% discount		
Dishwasher	\$ 25.00		
Garbage Disposal	\$ 10.00		
View (as apposed to seeing others apts.)	\$ 25.00		
1st floor - no stairs	\$ 25.00		
2nd Floor and above	\$ 10.00		
Discount per child in apt.	5%		
1 disabled adult, newer 1 bedroom, 700 sq ft, w/dishwasher, w/d & garbage disposal, on 1st flr w/view			
Example - I would pay \$431.50 (which is approx. a 3rd of my income).			
It shouldn't matter where you live - people should be able to live close to their job, no matter where that is. Wether it be downtown or the suburbs.			
It would cut down on traffic/smog. People would have money to put back into the economy and there would be fewer homeless people.			

## Sirois, Mark

---

**From:** Sirois, Mark  
**Sent:** Wednesday, February 27, 2019 3:40 PM  
**To:** 'Paul Lyons'  
**Subject:** RE: Housing & Comm Dev Workshop Tonight

Paul,

Thanks for your letter.

I will add this email to our Public Comments of our Action Plan.

We will continue to fund multi-family housing projects with different size units throughout the county.

We will also require that new units include accessible housing units for persons with disabilities.

We have planned to fund a cottage cluster project in our 2019 program year.

*Thanks,  
Mark*

Mark Sirois, Clackamas County  
Community Development Division  
[marksir@clackamas.us](mailto:marksir@clackamas.us)  
503.650.5664

**From:** Paul Lyons [mailto:paul@lyonspdx.com]  
**Sent:** Wednesday, February 27, 2019 1:37 PM  
**To:** Sirois, Mark <MarkSir@co.clackamas.or.us>  
**Subject:** Housing & Comm Dev Workshop Tonight

Mark, I was planning on attending your event but we are snowed in. I live in Lake Oswego, and for about 15 years have been advocating for "right-sized" housing options in LO. That includes SDUs/ADUs as well a cottage developments. About 25% of our households are living on social security incomes. After many charets at churches and more it is apparent folks want to live here but have no place to downsize and make their larger homes available. We've made some progress but the recent housing market has stopped our progress. I have visited over two dozen cottage develop,ments in greater Seattle area and a few in Portland. Will stop rambling. Wanted to let you know I am interested in continued discussions for Clackamas County, especially LO and West Linn. Thank you so much for your work.

--  
Paul J. Lyons  
2250 Wembley Park Rd  
Lake Oswego, OR 97034-2671  
503.705.2276

## **Sirois, Mark**

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**From:** Sirois, Mark  
**Sent:** Wednesday, February 27, 2019 4:28 PM  
**To:** 'Michele Veenker'  
**Subject:** RE: Housing and Community Development Meeting on 2/27

Michele,

This letter will be included in the Public Comments section of the 2019 Action Plan.

You are correct that a specialized housing project for specific populations does often require multiple funding sources for building projects and then providing services for residents.

Unfortunately our office does not have enough annual funding to fund the full cost of multi-family housing projects.

The County has recently dedicated \$1 million of county general funds for homeless services and housing.

We will continue to work with for profit and non-profit housing developers to include accessible housing units for persons with disabilities.

We often depend on those developers to submit applications to us for partial funding of their projects.

The Housing Authority of Clackamas County is working on developing new housing units as well.

One of the ways you could have an impact is to testify before the board of County Commissioners on April 11.

Let me know if you want additional information on that meeting.

*Thanks,*

*Mark*

Mark Sirois, Clackamas County  
Community Development Division  
[marksir@clackamas.us](mailto:marksir@clackamas.us)  
503.650.5664

**From:** Michele Veenker [mailto:michele@namicc.org]  
**Sent:** Wednesday, February 27, 2019 12:49 PM  
**To:** Sirois, Mark <MarkSir@co.clackamas.or.us>  
**Subject:** Re: Housing and Community Development Meeting on 2/27

Mark,

My concern, as both a parent of children with SUD and Mental Health issues and as the NAMI Executive Director is the lack of housing for people experiencing both of those in Clackamas County. None of the funding addressed in you recommendations are for those populations specifically. These amounts seem to mostly go for

existing programs/needs and some smaller new projects like the Tiny Houses which has been on the county radar for a long time but doesn't seem to be making any headway.

What is the best avenue for a person like me to advocate for funding, I am sure it would have to be blended from a variety of sources, to build and support more housing for the vulnerable population that we serve. I know there is some funding available from the state, but it only covers 25-30% of a project I believe. Who should we be talking to and collaborating with? When there is such a need and we are seeing some movement in Multnomah County, why are we not seeing anything in Clackamas County? What are the barriers, besides money?

When I met with Central City Concern who has partnered to bring some housing here before they stated there needs to be a commitment and investment from the county. How do we get that?

Thanks!

Michele Veenker  
Executive Director  
NAMI Clackamas  
503-344-5050  
pronouns: she, her, hers



\*\*\*\*\***PRIVACY NOTICE**\*\*\*\*\*

This communication may contain privileged &/or confidential information. It is intended solely for the use of the addressee. If you are not the intended recipient, you are strictly prohibited from disclosing, copying, distributing, or using any of this information. If you received this communication in error, please contact the sender immediately & destroy the material in its entirety, whether electronic or hard copy. You may not directly or indirectly disclose such information for any purpose other than to provide the services for which you are receiving the information.

On Wed, Feb 27, 2019 at 11:27 AM Sirois, Mark <[MarkSir@co.clackamas.or.us](mailto:MarkSir@co.clackamas.or.us)> wrote:

Michele,

Yes, the public meeting is still scheduled however if the county closed the county offices it may be cancelled.

I am accepting testimony by email if you want to send me a letter. I will include any letters in our action plan.

Do you have any questions?



See attached funding recommendations that are part of the 2019 Action Plan.

The 2019 projects are in the column to the right side of each page.

*Thanks,*

*Mark*

Mark Sirois, Clackamas County

Community Development Division

[marksir@clackamas.us](mailto:marksir@clackamas.us)

503.650.5664

**From:** Michele Veenker [mailto:[michele@namicc.org](mailto:michele@namicc.org)]

**Sent:** Wednesday, February 27, 2019 10:51 AM

**To:** Sirois, Mark <[MarkSir@co.clackamas.or.us](mailto:MarkSir@co.clackamas.or.us)>

**Subject:** Re: Housing and Community Development Meeting on 2/27

Mark,

Is this meeting still scheduled?

Michele Veenker

Executive Director

NAMI Clackamas



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2018-2019

Purpose/Outcome	Supplemental budget change FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is an zero increase in appropriations
Funding Source	Prior year revenue, fund balance, state operating grants, charge for services and interfund transfer
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended December 6, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The Damascus Successor Private Purpose Trust Fund is re-aligning their appropriations to budget an interfund transfer to the General Fund from unclaimed monies during the closing of the City of Damascus.

The effect of this Resolution is a zero increase in appropriations and revenues

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items  
Greater Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2018-19

Resolution Order No. \_\_\_\_\_

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on April 11, 2019.

WHEREAS; the funds being adjusted are:

. Damascus Successor Private Purpose Trust Fund

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of April, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF GREATER THAN 10% OF BUDGET**  
**April 11, 2019**

**DAMASCUS SUCCESSOR PRIVATE PURPOSE FUND**

Expenses:

Not Allocated to Organizational Unit	
Materials and Services	\$ (156,982)
Interfund Transfer	<u>156,982</u>
Total Expenditures	<u><u>\$ -</u></u>

Damascus Successor Private Purpose Trust Fund is re-aligning their appropriations to budget an interfund transfer to the General Fund from unclaimed monies during the closing of the City of Damascus.

April 11, 2019

Board of Health  
Clackamas County

Members of the Board:

Emerging Public Health Issues in Clackamas County

<b>Purpose/Outcome</b>	Clackamas County's Health Officer, Dr. Sarah Present, and Assistant Health Director, Julie Aalbers, will present an emerging public health issue to the Board of Health – Declining Vaccination Coverage in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The fiscal impact of an outbreak of vaccine preventable disease has not been calculated. Each case of a vaccine preventable disease results in monitoring and possible vaccination of case contacts, public and health care provider communications, and advice and enforcement of quarantine.
<b>Funding Source</b>	Public Health Immunization program - \$22,990 Federal (HHS) via OHA + \$68,971 State (OHA) + \$107,932 County General Fund = \$199,893
<b>Duration</b>	NA
<b>Previous Board Action/Review</b>	NA
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? Sustaining public health and wellness. 2. How does this item align with the County's Performance Clackamas goals? Ensuring safe, healthy, and secure communities.
<b>Counsel Review</b>	NA
<b>Contact Person</b>	(Primary) Richard Swift, RSwift@clackamas.us, 503.650.5694 (Secondary) Julie Aalbers, Julieaal@co.clackamas.or.us, 971.284.1976
<b>Contract No.</b>	NA

**BACKGROUND**

**Declining vaccination coverage in Clackamas County** – The presentation will outline the following: (1) the current issues related to vaccines; (2) the decline in immunization rates among certain groups; (3) the school exclusion process and vaccine exemptions; (4) Public Health's role in stopping vaccine-preventable diseases; and (5) Clackamas County's strategy to improve childhood vaccination rates.

**RECOMMENDATION**

Staff recommends that the Board of Health consider the following recommendations:

- Direct H3S to expand immunization partnerships with community organizations and health systems.

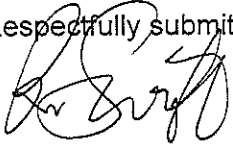
*Healthy Families. Strong Communities.*

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

- Direct H3S to revise Performance Clackamas measures to better align with Public Health Modernization.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift". The signature is stylized and cursive.

Richard Swift, Director  
Health, Housing & Human Services

# Clackamas County Board of Health

## Declining vaccination coverage in Clackamas County

April 11, 2019



**Public Health**  
Prevent. Promote. Protect.

Health, Housing  
& Human Services   
CLACKAMAS COUNTY

# Objectives

Vaccine information and misinformation are prevalent in the news! This presentation provides the Clackamas County Board of Health -

- Science based information on Immunizations
- The current state of vaccinations in Clackamas County





# Resurgence of Vaccine Preventable Illness

## **In the first quarter of 2019 -**

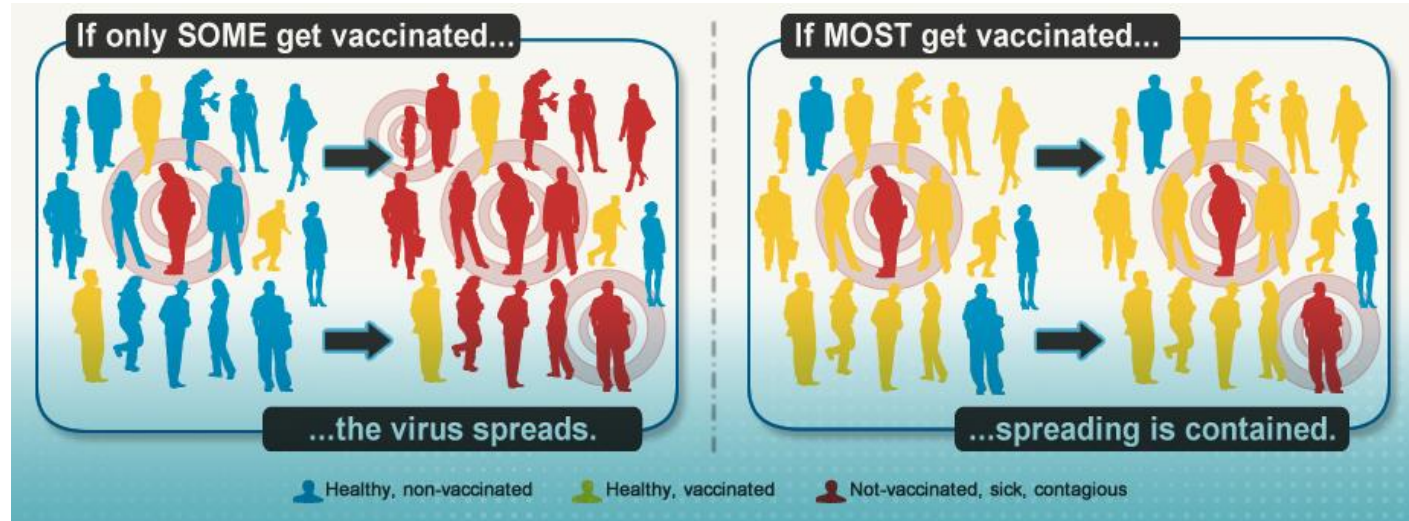
- 387 individual cases of measles have been confirmed in 15 states. This is the second-greatest number of cases reported in the U.S. since measles was eliminated in 2000 and greater than all of the cases in 2018
- 1/5 of the measles cases have occurred in the Pacific Northwest. 84 people, primarily children, in Washington and Oregon have contracted measles

# Vaccine news



- Suboptimal immunization levels have introduced a number of harmful infectious diseases back into our communities.
- The reasons for the decline within certain populations are complex.
- Clackamas County must increase vaccination rates to protect vulnerable groups and prevent infectious disease outbreaks.

# Vaccine facts

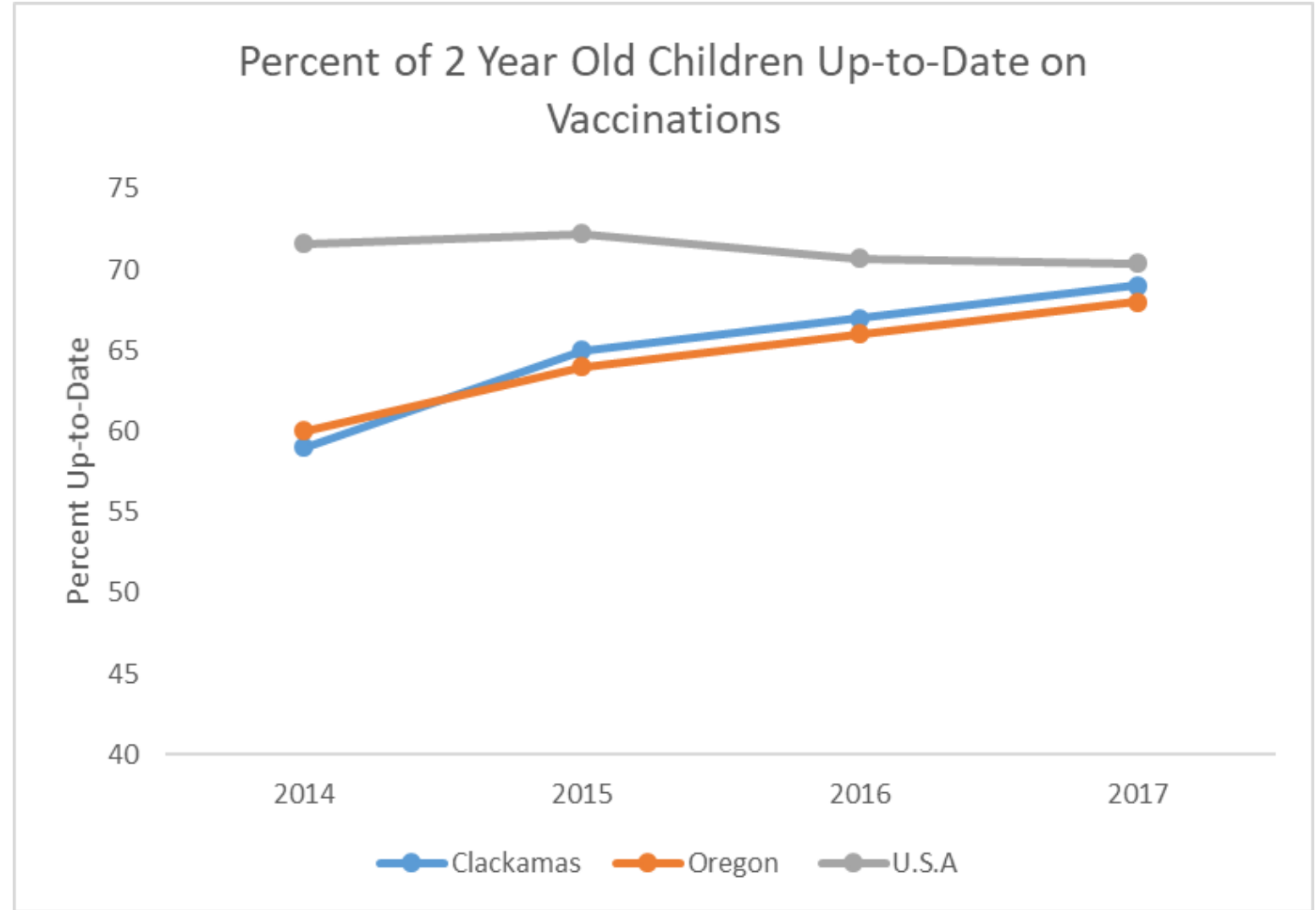


- Vaccines are safe and effective
- Vaccines save millions of lives each year
- Vaccines work best when at least 95% of the population is immunized
- If we stop vaccination, diseases will return

# Possible side-effects from vaccines

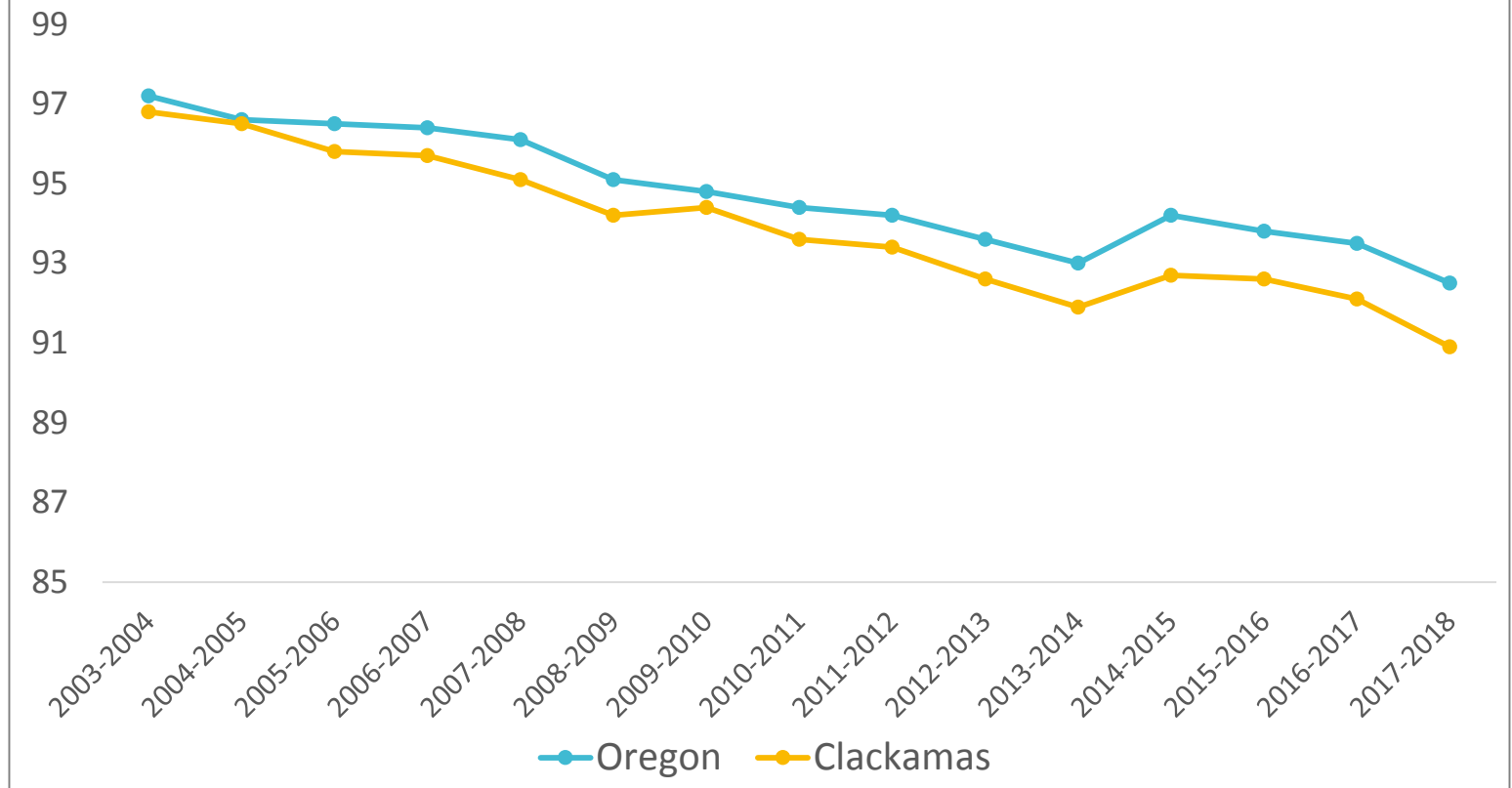
- No high-quality scientific evidence has linked any vaccine or vaccine ingredient to autism spectrum disorder.
- Vaccines are only licensed when the frequency of severe reactions is very rare and when only minor, self-limiting reactions are reported.
- **Minor Reactions**
  - Usually occur within a few hours of injection.
  - Resolve after short period of time and pose little danger.
  - Local reactions include pain, swelling, or redness.
  - Systemic reactions include fever, muscle pain, headache, loss of appetite.
- **Severe Reactions**
  - Usually do not result in long-term problems.
  - Includes seizure and allergic reactions.
    - Anaphylaxis after vaccination occurs at a rate of ~ **one per million doses** for many vaccines.
  - Are rarely life-threatening.

# Early childhood vaccination rates



# Kindergarten vaccination rates

## Percent of Kindergarteners who are fully vaccinated, Oregon and Clackamas County, 2003 – 2018



## School immunization laws

- State law requires every child who attends schools and certified child care centers have certain immunizations.
- School vaccination laws exist to keep children healthy and safe.
- A minority of states, including Oregon, allow exemptions to vaccines because of personal beliefs.

# What are medical and non-medical vaccine exemptions?

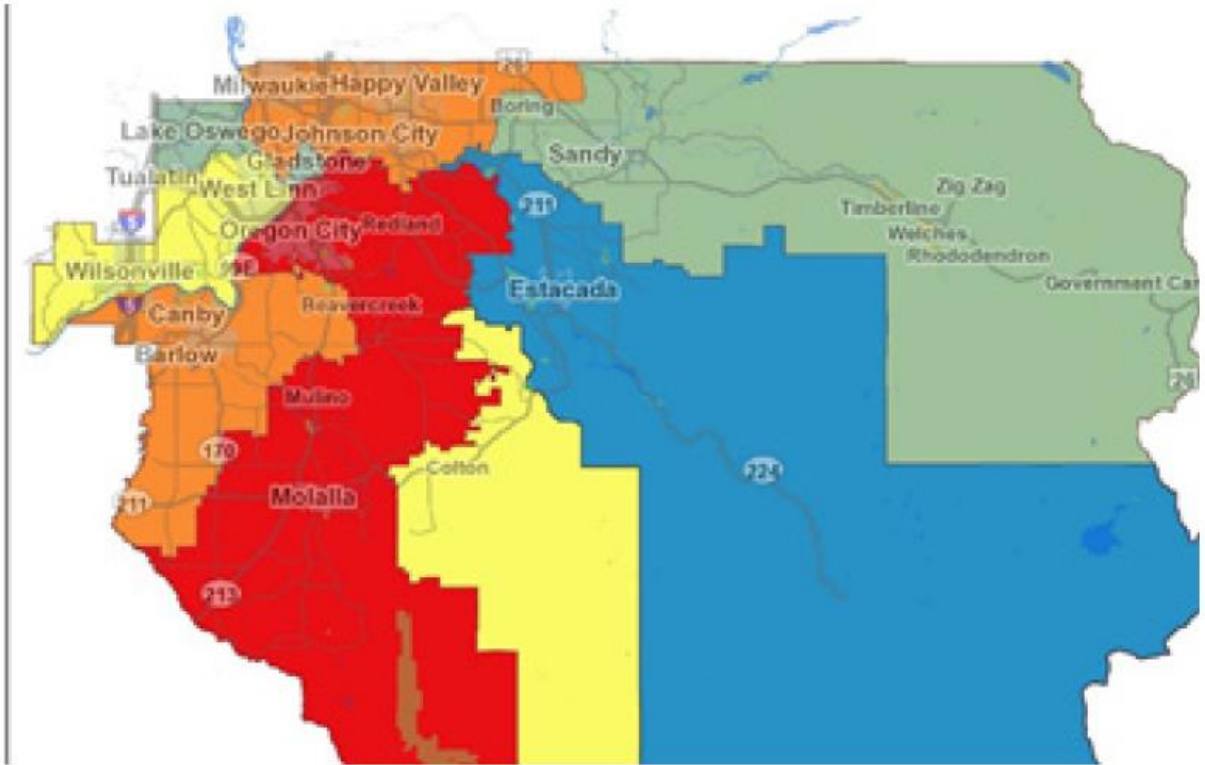
- A medical exemption is when a child cannot be vaccinated because of medical reasons.
- A non-medical exemption is a request for a child to be excluded from having to receive a vaccine or multiple vaccines.



# Non-medical exemption rates by Health Equity Zones

## Clackamas County Nonmedical Exemptions by Health Equity Zone

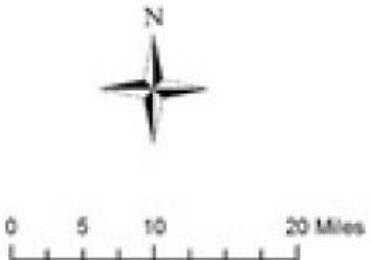
2017-2018 School Year



### Legend

Percent Nonmedical Exemptions any vaccine

- 3.0 - 4.0%
- 4.1 - 5.0%
- 5.1 - 6.0%
- 6.1 - 7.0%
- 7.1 - 8.5%



## Non-medical exemptions rates in Clackamas County

- Oregon has the highest percentage of non-medical exemptions among kindergarteners in the country.
  - 9.1% of Clackamas County kindergarteners have at least one non-medical exemption.
- 6.2% of all Clackamas County students (K-12) have one or more non-medical exemptions.
- 3.4% of all Clackamas County students (K-12) are completely unvaccinated.

## What is School Exclusion?

- Every January - March, Public Health manages the school exclusion process in Clackamas, and does the following:
  - Verifies immunization status.
  - Exercises our statutory authority to exclude children from school until they receive the required immunizations or obtain an exemption (medical or non-medical).

How does  
Public Health  
stop infectious  
disease?

- Access to Care
- Center for Public Health Advancement
- Environmental Health
- Infectious Disease Control and Prevention
- Population Health Strategies



## Access to Care – Immunization Services

- Ensures vaccine access and improves vaccine coverage
  - Manages school exclusion process
  - Monitors immunization rates
  - Addresses immunization barriers and gaps
  - Assures access to free or low cost vaccine
  - Provides vaccines during public health emergencies
  - Develops and disseminate health education messages
  - Develops vaccine policy

## Public Health Impact

Declining vaccination coverage threatens  
Clackamas County residents

Volume 2 | April 2019

Taking action to  
protect  
Clackamas  
County

### Current initiatives

- Health Impact Report on declining vaccination coverage.
- Vaccine Hesitancy social marketing campaign
  - Partnership with Health Share, Clackamas County, Multnomah County, and Washington County Public Health.
- Representation on the State Immunization Policy Advisory Team (IPAT).

### Next steps

- Direct H3S to expand immunization partnerships with community organizations and health systems.
- Direct H3S to review and revise, if needed, Performance Clackamas measures to better align with Public Health Modernization.
- Use H3S Public Health as your experts on Vaccinations

COPY

April 11, 2019

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #1 to Agency Services Contract with Lifeworks Northwest for  
Early Assessment and Support Alliance (EASA) Services

<b>Purpose/Outcomes</b>	To provide Early Assessment and Support Alliance (EASA) services to young people of Clackamas County experiencing symptoms of psychosis for the first time.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$192,525.55, increasing the contract's maximum value to \$891,075.67.
<b>Funding Source</b>	State of Oregon through the Oregon Health Plan (OHP) and Oregon Health Authority Community Mental Health Program (CMHP) Intergovernmental Agreement. No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates June 30, 2019.
<b>Previous Board Action</b>	Board reviewed and approved contract on October 19, 2017, Agenda Item 101917-A2.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals.</li> <li>2. Ensure safe, healthy and secure communities.</li> </ol>
<b>Contact Person</b>	Mary Rumbaugh, Behavioral Health Division Director (503) 742-5305
<b>Contract No.</b>	#8212, Amendment #01

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of Amendment #01 to Agency Service Contract #8212 with LifeWorks Northwest for Early Assessment and Support Alliance (EASA) Services. EASA is an intensive case management model of engagement, outreach and community education that provides information and support to young people, ages 12 to 24 years old, who are experiencing symptoms of psychosis for the first time.

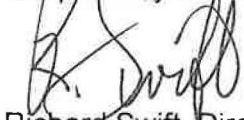
This Amendment adds \$192,525.55 to the contract increasing the maximum contract value to \$891,075.67. This Amendment is effective upon signature and terminates June 30, 2019.

This contract has been reviewed and approved by County Counsel on March 19, 2019.

**RECOMMENDATION:**

Staff recommends Board approval of the Amendment and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

**Contract Amendment  
Health, Housing, and Human Services Department**

H3S Contract Number: 8212 Board Agenda Number: \_\_\_\_\_  
and Board date: \_\_\_\_\_

Division: Behavioral Health Amendment No. 01

Contractor: LifeWorks Northwest

Amendment Requested By: Mary Rumbaugh, Director of Behavioral Health

Changes:            Scope of Services            Contract Budget/Compensation  
                          Contract Term                Other Add Business Associate Agreement

---

**Justification for Amendment:**

This Contract provides Early Assessment and Support Alliance (EASA) services.

This amendment will **add \$192,525.55** to the contract, **reporting requirements** to the scope of work, and **Business Associate Agreement**.

The added funds will increase the maximum value of the contract to **\$891,075.67**.

This amendment is effective **upon signature** and continues through **June 30, 2019**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font, except when full exhibits are added, for easy reference.

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**AMEND:**

**3.0 Compensation and Fiscal Records**

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

Maximum Contract payment shall not exceed **\$698,550.12**.



**TO READ:**

**3.0 Compensation and Fiscal Records**

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

Maximum Contract payment shall not exceed **\$891,075.67**.

**AMEND:**

This Contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions
- Exhibit F: CMHP Service Elements 26 and 26A

**TO READ:**

This Contract consists of seven (7) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Definitions
- Exhibit B: Scope of Work
- Exhibit C: Compensation
- Exhibit D: CMHP Required Provider Contract Provisions
- Exhibit E: CMHP Required Federal Terms and Conditions
- Exhibit F: CMHP Service Elements 26 and 26A
- ***Exhibit G: Business Associate Agreement***

**ADD: Exhibit B, Scope of Work**

**Reporting Requirements**

***Contractor will submit encounter claims with County's Third Party Administrator, Performance Health Technology, Ltd (PH Tech), within 120 calendar days of the date of service.***

**ADD:**

**EXHIBIT G  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into upon signature (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **LifeWorks Northwest** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

**RECITALS**

**Whereas**, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

**Now, Therefore**, the parties hereby agree as follows:

**SECTION I – DEFINITIONS**

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.

**LifeWorks Northwest #8212**

*Agency Services Contract – Amendment #01*

Page 4 of 10

- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

**SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the

**LifeWorks Northwest #8212**

*Agency Services Contract – Amendment #01*

Page 5 of 10

- Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
  - 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
  - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
  - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
  - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
  - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

**SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:

- 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
  - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
  - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
- d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

## **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.



**6.3 Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

**SECTION VII – GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

*[Signature Page for BAA Follows]*

**SIGNATURE PAGE FOR BUSINESS ASSOCIATE AGREEMENT**

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**

**Covered Entity**

**LIFEWORKS NORTHWEST**

**CLACKAMAS COUNTY**

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Authorized Signature

Date

---

Richard Swift

Date

Health, Housing and Human Services

---

Name / Title (Printed)

[Signature page for amendment follows]



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**LIFEWORKS NORTHWEST**

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

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

Commissioner: Jim Bernard, Chair  
Commissioner: Sonya Fischer  
Commissioner: Ken Humberston  
Commissioner: Paul Savas  
Commissioner: Martha Schrader

\_\_\_\_\_  
Name / Title (Printed)

**Signing on behalf of the Board:**

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
Richard Swift, Director                      Date  
Health, Housing and Human Services

\_\_\_\_\_  
Entity Type / State of Formation

Approved as to form:

\_\_\_\_\_  
Kathleen Rastetter via email      March 19, 2019  
County Counsel                              Date

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of  
Sandy/Sandy Senior & Community Center to Provide Social Services for  
Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Sandy/Sandy Senior & Community Center to provide Older American Act (OAA) funded services for persons in the cities of Oregon City and West Linn.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$153,678. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2019
<b>Previous Board Action</b>	072717-A4, 062118-A4
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>Counsel Review</b>	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #8362; Subrecipient #18-010-004

**BACKGROUND:**

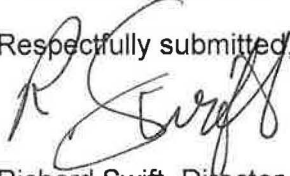
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 18-010, Amendment #4 with the City of Sandy/Sandy Senior & Community Center. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, adds additional funding for Ride Connection transportation services and OPI Home Delivered Meals funding.

This amendment increases the agreement amount by \$21,577; for an amended agreement maximum of \$178,262 for FY18/19. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2018 and continues through June 30, 2019.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 8362 SubRecipient #: 18-010 Board Agenda #: 062118-A4

Division: Social Services Amendment Number: 4

Contractor: City of Sandy – Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA and transportation funding and units of service for FY18-19. This includes a rebalance of the Medicaid HDM services. This results in a net increase to the contract budget of \$21,577.

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This Amendment #4, when signed by the City of Sandy – Senior & Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the Contractor and County desire to amend the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

NOW, THEREFORE, the County and Contractor hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is
4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$156,685**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY’s funding of **\$41,913** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$33,500** from Federal Transportation

Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- a. **Other Funds.** The COUNTY's funding of **\$64,565** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$4,500** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$10,082** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$2,125** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$178,262**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - b. **Grant Funds.** The COUNTY's funding of **\$63,904** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - a. **Other Funds.** The COUNTY's funding of **\$60,063** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon DHS. The COUNTY's funding of **\$4,500** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; **\$12,870** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and **\$2,125** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

II. **AMEND:** Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

**TO READ:** Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

City of Sandy – Senior & Community Center  
 Subrecipient Grant Agreement #18-010, Amendment 4

Amend

**CITY OF SANDY - SENIOR CENTER**  
 Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA III E Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		TriMet Funds		MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									STF Funds	5310 Funds OR-65-012	5310 Funds	STF Funds						
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP						N/A	N/A				
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053		N/A	20.513	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management	\$3,295					\$366										92 hrs	\$3,661	\$35.81
Reassurance	\$1,434					\$159										55	\$1,593	\$25.90
Info. & Assistance	\$3,429					\$381										188	\$3,810	\$18.27
Transportation OAA	\$5,244					\$583									\$1,000	1,311	\$6,827	\$4.00
Physical Activity/ Falls Prevention				\$3,300		\$0		\$4,500								104 Classes	\$7,800	\$75.00
Family Crgvr. Respite					\$5,536	\$1,384								\$2,000		175	\$8,920	\$31.70
Trans - Ride Con. Out of Dist									\$20,129					\$600		2,516	\$20,729	\$8.00
Transportation - Special Needs									\$42,336							1,000	\$42,336	\$42.34
Transportation - Boring Lifeline											\$30,000					775	\$30,000	\$0.00
Transport - T19 Non-Med.												\$638	\$1,462			150	\$2,100	\$14.00
Ride Con - Vehicle Maint						\$257				\$3,500						N/A	\$3,757	N/A
Food Service - Frozen HDM			\$9,000			\$1,001	\$3,285									4,500	\$13,286	\$0.730
OAA Meal Site Management		\$4,166	\$6,607			\$1,198									\$18,240	19,000	\$30,211	\$1.18
Medicaid Meals - SDSD			(\$2,457)			(\$273)	(\$926)						\$11,210		(\$1,128)	1,175	\$6,425	\$7.79
LIEAP Intakes														\$2,125		85	\$2,125	\$25.00
<b>TOTALS</b>	\$13,402	\$4,166	\$13,150	\$3,300	\$5,536	\$5,057	\$2,359	\$4,500	\$62,465	\$3,500	\$30,000	\$638	\$12,672	\$2,125	\$20,712	\$30,930	\$183,581	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

**Contract Amount:**           \$156,685      

Federal Award Total:           \$75,413

City of Sandy – Senior & Community Center  
 Subrecipient Grant Agreement #18-010, Amendment 4

**To Read:**

**CITY OF SANDY - SENIOR CENTER**  
 Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA III E Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		TriMet Funds		MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									STF Funds	5310 Funds OR-65-012	5310 Funds	STF Funds						
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP											
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053		N/A	20.513	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management	\$3,295					\$366										92 hrs	\$3,661	\$35.81
Reassurance	\$1,434					\$159										55	\$1,593	\$25.90
Info. & Assistance	\$3,429					\$381										188	\$3,810	\$18.27
Transportation OAA	\$5,244					\$583								\$1,000		1,311	\$6,827	\$4.00
Physical Activity/ Falls Prevention				\$3,300		\$0		\$4,500								104 Classes	\$7,800	\$75.00
Family Crgvr. Respite					\$11,072	\$2,768								\$2,000		349	\$15,840	\$31.70
Trans - Ride Con. Out of Dist									\$15,627					\$600		1,786	\$16,227	\$8.75
Transportation - Special Needs									\$42,336							1,000	\$42,336	\$42.34
Transportation - Boring Lifeline											\$30,000					775	\$30,000	\$0.00
Transport - T19 Non-Med.												\$638	\$1,462			150	\$2,100	\$14.00
Ride Con - Vehicle Maint						\$1,200				\$4,800						N/A	\$6,000	N/A
Food Service - Frozen HDM			\$16,938			\$1,883	\$4,946									6,775	\$23,767	\$0.730
OAA Meal Site Management		\$7,787	\$10,778			\$2,064									\$22,560	23,500	\$43,189	\$1.29
Medicaid Meals - SDSD			(\$3,137)			(\$349)	(\$1,182)						\$14,310		(\$1,440)	1,500	\$8,203	\$7.79
LIEAP Intakes														\$2,125		85	\$2,125	\$25.00
<b>TOTALS</b>	<b>\$13,402</b>	<b>\$7,787</b>	<b>\$24,579</b>	<b>\$3,300</b>	<b>\$11,072</b>	<b>\$9,057</b>	<b>\$3,764</b>	<b>\$4,500</b>	<b>\$57,963</b>	<b>\$4,800</b>	<b>\$30,000</b>	<b>\$638</b>	<b>\$15,772</b>	<b>\$2,125</b>	<b>\$24,720</b>	<b>\$37,474</b>	<b>\$213,479</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

**Contract Amount:** \$178,262

Federal Award Total: \$98,704

City of Sandy – Senior & Community Center  
Subrecipient Grant Agreement #18-010, Amendment 4

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<p><b>City of Sandy;</b> <b>Sandy Senior &amp; Community Center</b></p> <p>By: <u>Jordan Wheeler</u> Jordan Wheeler, City Manager</p> <p>Approved as to Content:</p> <p><u>Tanya Richardson</u> Tanya Richardson, Comm. Services Manager</p> <p><u>3/26/19</u></p> <p>Date _____</p>	<p><b>CLACKAMAS COUNTY</b></p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p><b>Signing on Behalf of the Board:</b></p> <p>_____ Richard Swift, Director Health, Housing &amp; Human Services Dept</p> <p>_____ Date</p>
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**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

A Board Order Accepting the Final Report and Setting a Public Hearing for  
Final Assessments for the Starview Lane LID

<b>Purpose/Outcomes</b>	Accepting the final report and setting a public hearing for the final assessments for the Starview Lane LID.
<b>Dollar Amount and Fiscal Impact</b>	Final construction cost is \$69,549.59. LID will reimburse \$65,549.59. DTD will contribute \$4,000.02
<b>Funding Source</b>	LID Construction Fund, paid for by a special assessment against the benefitting properties, with reimbursement from property owners through lump sum payment or financing over 10 years. Road Fund contribution.
<b>Duration</b>	Construction is complete. Reimbursement of LID cost through assessment financing payments may occur for up to 10 years.
<b>Previous Board Contact</b>	7/7/16 BCC Business Meeting – Order No. 2016-70 to proceed with construction of the Starview Lane LID improvements by contract.
<b>Strategic Plan Alignment</b>	Build a strong infrastructure.
<b>Counsel Review</b>	County Counsel has reviewed and approved on 04/02/2019
<b>Contact Person</b>	Kenneth Kent, DTD Engineering, Senior Planner 503-742-4673

**BACKGROUND:**

The Starview Lane LID was initiated by Board Resolution 2016-22. In accordance with ORS 371.615 and Ordinance 93-97, a Preliminary Feasibility Report was submitted and approved by Board Order 2016-43. Following a 20 day remonstrance period, the Board of County Commissioners approved Board Order 2016-70 to proceed with design and construction of the project. The improvements are now complete and a public hearing is being requested for Thursday May 2, 2019 at 10:00 A.M. in the 4<sup>th</sup> floor Hearing Room at the County Public Services Building, 2051 Kaen Rd., Oregon City, Oregon to hear the objections to the final assessments based on the completed improvements.

Costs of these improvements will be reimbursed by a special assessment against the properties benefited as set forth in the attached Board Order and Report.

**RECOMMENDATION:**

Staff recommends that the Board accept the attached Final Report for the Starview Lane LID, set the time and place for the final assessment hearing and direct the Department of

Transportation, as per the County LID Ordinance, #93-97, and ORS 371.645, to send written notice of the time and place for the hearing of objections and the amount of individual assessments to each property owner in the district.

Respectfully submitted,

Kenneth Kent, Senior Planner  
Department of Transportation and Development

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

In the Matter of Accepting the Final Report and Scheduling the Hearing of Objection to the Assessments Against Land Benefited by the Starview Lane LID improvement to Starview Lane in Sections 12B and 12C, T3, R3E, W.M., Clackamas County, Oregon

} Order No. \_\_\_\_\_  
Page 1 of 1

This matter coming before the Clackamas County Board of Commissioners at the regularly scheduled public meeting on April 11, 2019 to consider acceptance of the engineer's report required by ORS 371.645 and scheduling the Public Hearing of Objection to Assessments against land benefited by the Starview Lane LID improvements, located in Sections 12B and 12C, T3, R3E, W.M., Clackamas County, Oregon; and

**WHEREAS**, by Order No. 2016-70, in accordance with ORS 371.635, the Board of County Commissioners did order that the public road, Starview Lane, be improved by contract; and

**WHEREAS**, these improvements have been completed and the Director of the Department of Transportation and Development has ascertained the amount of the assessment proposed against each parcel of land benefiting from the improvement, as required by ORS 371.645 and has prepared a report of the same to the Board of County Commissioners.

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby order:** that the engineer's report required by ORS 371.645 and attached to this order as Exhibit A is hereby accepted; and

**IT IS FURTHER ORDERED**, pursuant to the provisions of ORS 371.645, that Thursday, May 2, 2019 at 10 A.M. in the 4<sup>th</sup> floor Hearing Room at the County Public Services Building, 2051 SE Kaen Road, Oregon City, Oregon, be the time and place of hearing the objections to the final assessments based on the completed improvements; and

**IT IS FURTHER ORDERED**, that the Director of the Department of Transportation and Development send a written notice, to all benefiting property owners, of the time and place for the hearing of objections and the amounts of the completed costs of the improvement, and the final assessment (Exhibit A) based on the completed improvements for property benefited by the Starview Lane Local Improvement District.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

# **EXHIBIT A**

COUNTY OF CLACKAMAS  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
150 BEAVERCREEK ROAD  
OREGON CITY, OREGON 97045

**Final Report**  
**For**  
**Starview Lane**  
**Local Improvement District**

Kenneth Kent, Report Author  
Mike Bezner, Assistant Director  
Dan Johnson, Director

April 11, 2019

## TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
Letter of Submittal	3-4
Final Costs	5
Assessment Policy	6
Vicinity Map	7
LID District Map	8
Typical Section	9-10
Individual Final Property Assessments	11-12

April 11, 2019

Board of County Commissioners  
Clackamas County

SUBJECT: Submittal of Final Report for Starview Lane Local Improvement District

The improvements within the Starview Lane Local Improvement District have been completed.

The improvements consisted of street and storm drainage improvements acceptable to Clackamas County.

The statement of benefits and assessment formula applicable to the Starview Lane Local Improvement District and adopted by the Board of County Commissioners in Order No. 2016-43 is included in this report.

Based on the preliminary estimate of costs of the improvements, the basis for the estimated assessments was as follows:

Construction	\$36,482
<u>Engineering and Administration</u>	<u>\$12,769</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$49,251</b>

The project was divided into three zones (A,B and C) with properties contributing a percentage of the costs based on a length of road travelled basis.

16 shares at \$2,704.80/share (Sections A+B+C)  
2 shares at \$2,212.29/share (Sections A+B)  
1 share at \$1,549.59/share (Section A)

19 Total Shares

---

Based on the completed costs of the improvements, the basis for the final assessments is as follows:

Construction	\$69,549.59
LID Assessment	\$65,549.59
<u>DTD Contribution</u>	<u>\$4,000.02</u>
<b>TOTAL FINAL LID PROJECT COST</b>	<b>\$65,549.59</b>

Road and Storm Drainage Improvements; 19 shares, consisting of one share at \$2,064.81, two shares at \$2,943.18, and sixteen shares at \$3,599.90

## REVISED DESIGN AND FINAL COSTS

The cost of construction for this project increased over the estimated amount at the time of the preliminary assessment notification. This was due to a recommended design change at the time of contract bidding. Staff recommended a revised design that would result in an improved overall project for the neighborhood as well as a competitive bid package. The original design consisted of repairs to the road base and asphalt patching of eight individual sections of the road, leaving existing asphalt sections between the repair areas. The revised design proposed by staff consisted of base repair to five key sections of the road, and a full width asphalt overlay along the entire project length. The revised design increased the overall cost of the LID and the changes were presented to the property owners. Staff worked with the neighborhood to adjust engineering and administrative costs charged to the LID and there was agreement to proceed with competitive bid and construction.

Following completion of project construction, the LID representatives identified areas of the project that required warranty work. Staff worked with the LID representatives and the contractor to resolve the issues. Although, the work met contract specifications following completion of warranty work, staff agreed to further adjust the costs charged to the LID to address the concerns of the LID owners. As a result, staff is recommending that the Board authorize a contribution of \$4000.02 from DTD to offset LID construction costs.

Pursuant to ORS 371.645, I request that a hearing for objections to the proposed final assessment be set for 10 A.M., Thursday, May 2, 2019, in the 4<sup>th</sup> Floor Hearing Room, County Public Services Building, 2051 Kaen Rd., Oregon City, Oregon. Objections shall be submitted in written form.

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KENNETH KENT – LID Program Manager  
Department of Transportation and Development

Attachments

**FINAL COSTS  
FOR  
STARVIEW LANE LID**

Item	Unit	Quantity actual	Unit Price	Total Price
Mobilization	LS	1	\$5,500.00	\$5,500.00
Temporary Work Zone Traffic Control	LS	1	\$1,000.00	\$1,000.00
Removal of Structures and Obstructions	LS	1	\$10,000.00	\$10,000.00
12" Subgrade Stabilization	SY	24	\$59.00	\$1,416.00
Subgrade Geotextile	SY	438.61	\$2.00	\$877.22
4" ADS Storm Pipe, Perforated	FT	35	\$65.00	\$2,275.00
3/4"-0 Aggregate Base	Ton	160.71	\$53.00	\$8,517.63
1-1/2"-3/4" Drain Rock	Ton	7.26	\$70.00	\$508.20
Level 2, 1/2" ACP Mixture	Ton	317.70	\$105.00	\$33,358.50
Additional Dig Out	LS	1	\$1,609.65	\$3,000.00
Ditch Clean Out	LS	1	\$4,487.39	\$4,487.39
<b>Total Construction Costs</b>				<b>\$69,549.59</b>

CONSTRUCTION COST	\$69,549.59
<u>LID REBURSEMENT</u>	<u>\$65,549.57</u>
DTD CONTRIBUTION	\$4000.02



**STARVIEW LANE  
LOCAL IMPROVEMENT DISTRICT**

**ASSESSMENT POLICY  
FOR  
ROADWAY IMPROVEMENTS**

**ASSESSMENT METHOD**

The following is the recommended statement of benefits and assessment formula applicable to the Starview Lane Local Improvement District.

A special benefit is derived by the entirety of all properties within the Starview Lane Local Improvement District because of the accessibility of the roadway.

All parcels within the improvement district will be assessed shares based on the costs associated with three sections of improvements, A, B and C, on a length of road travelled basis.

**Section A** = 59.85% of Total Project Cost

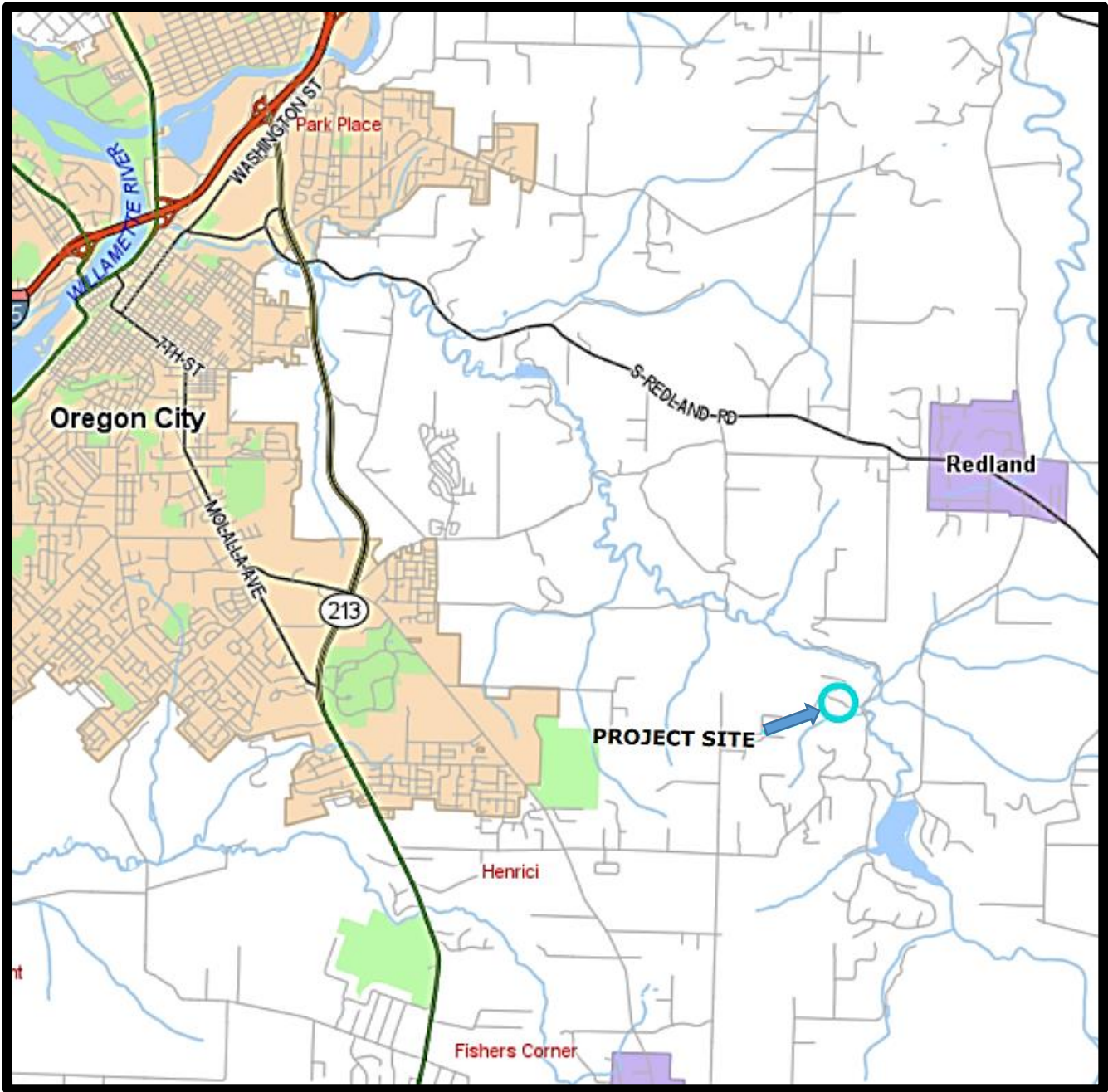
All 19 Properties pay equal shares

**Section B** = 24.12% of Total Project Cost

18 of 19 Properties pay equal shares  
(excluding 19623 S Creek Rd.)

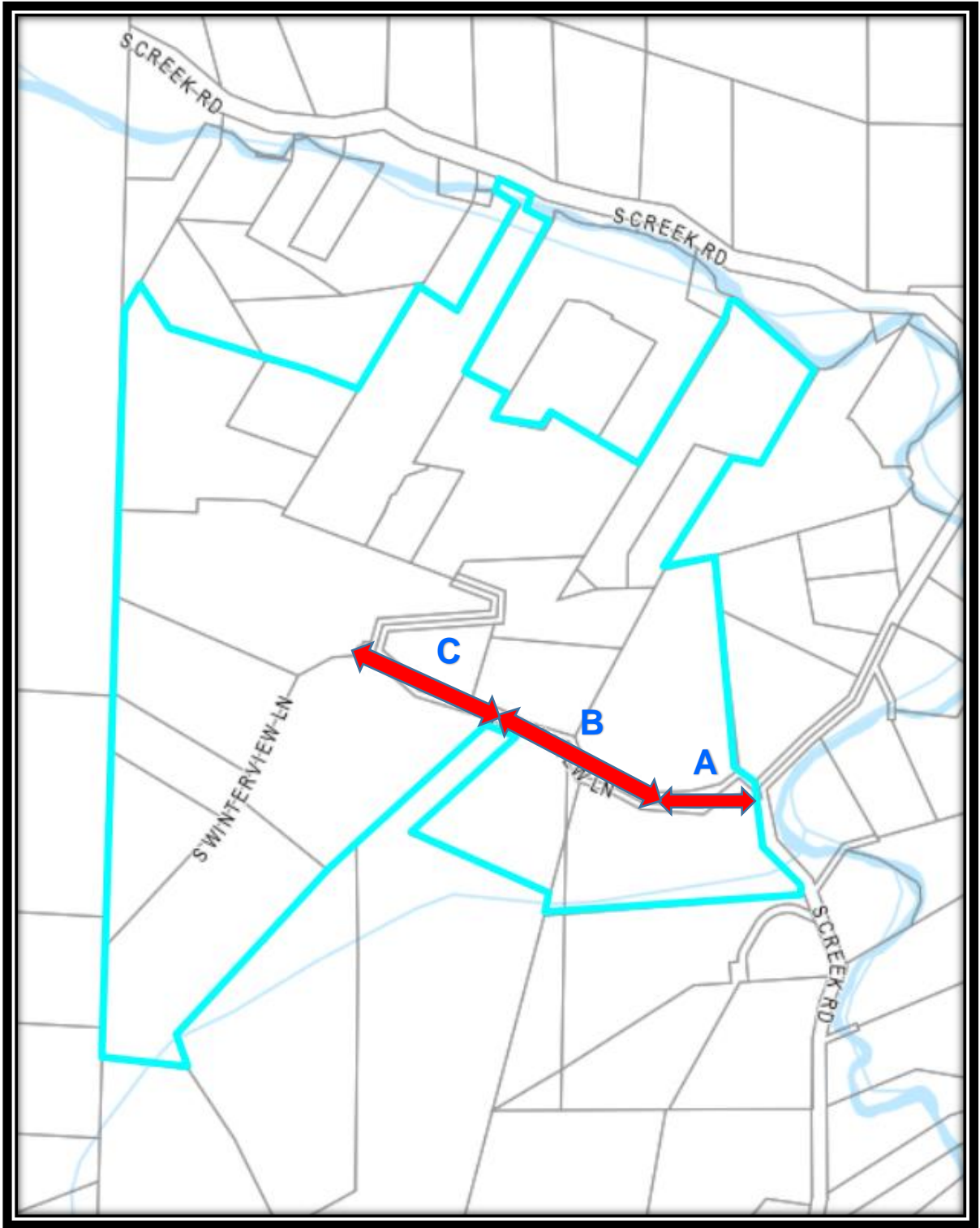
**Section C** = 16% of Total Project Cost

16 of 19 Properties pay equal shares  
(excluding 19623 Creek Rd, 19505 Starview Ln and 19496 Starview Ln)





**VICINITY MAP**  
**STARVIEW LANE LID**





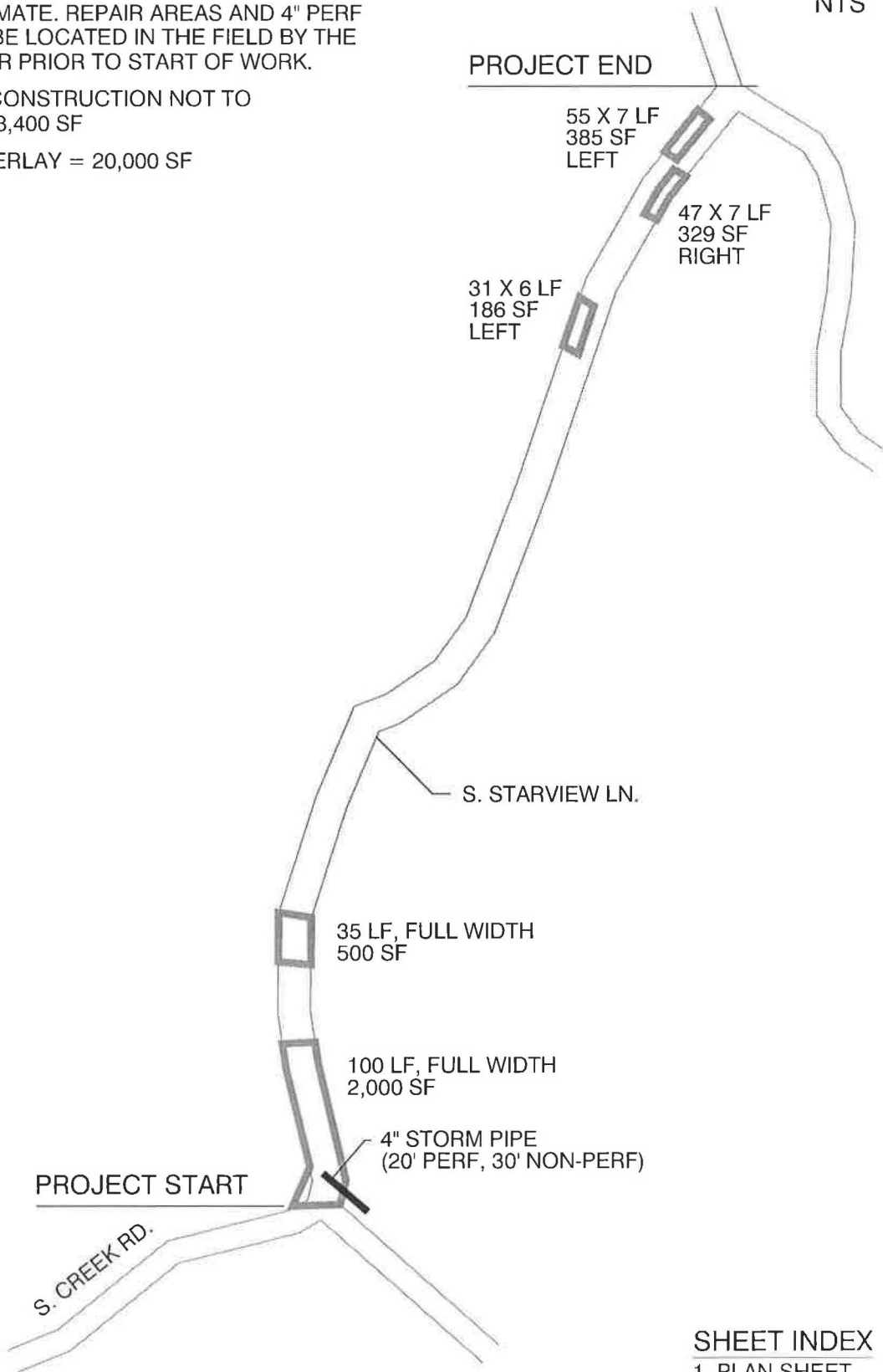
### Proposed Starview Lane LID

-  District Boundary
-  Project Limits (Sections A, B & C)



NOTES:

1. ALL LOCATIONS AND DIMENSIONS ARE APPROXIMATE. REPAIR AREAS AND 4" PERF PIPE TO BE LOCATED IN THE FIELD BY THE ENGINEER PRIOR TO START OF WORK.
2. FULL RECONSTRUCTION NOT TO EXCEED 3,400 SF
3. 2" AC OVERLAY = 20,000 SF



**SHEET INDEX**  
 1. PLAN SHEET  
 2. SECTIONS AND DETAIL

H:\01-PROJECTS\Active Projects\Starview\Bid Docs November 2017\Starview Plan Sheets-Nov 2017.dwg

REVISION	DATE	BY

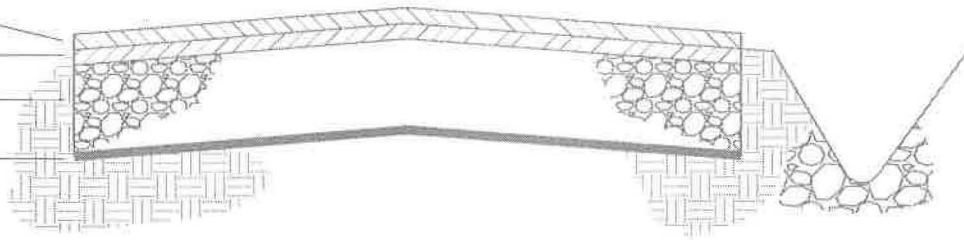
DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



10/10/17      SCALE: N.T.S.  
**PLAN SHEET**  
**S. STARVIEW LANE**  
**PAVING PROJECT**

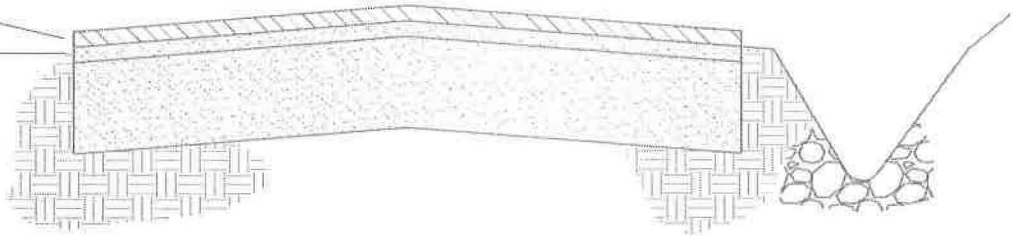
SHEET  
**1**

2" AC  
 2" AC  
 3/4" AGG, 8" DEEP  
 GEO FABRIC

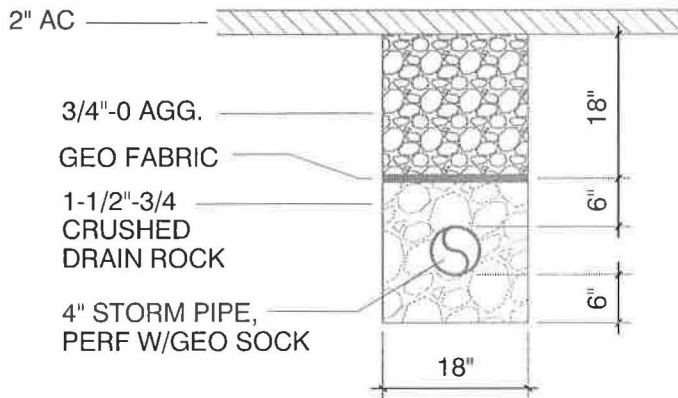


TYPICAL ROAD SECTION  
FULL RECONSTRUCTION  
 NTS

2" AC  
 EXISTING AC



TYPICAL ROAD SECTION  
OVERLAY ONLY  
 NTS



TRENCH AND BACKFILL  
 NTS

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REVISION	DATE	BY

DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



10/10/17 SCALE: N.T.S.  
 SECTIONS AND DETAILS  
 S. STARVIEW LANE  
 PAVING PROJECT

SHEET  
 2

**STARVIEW LANE  
LOCAL IMPROVEMENT DISTRICT  
ASSESSMENT RATES  
April 2019**

TOTAL LID COST	\$69,549.59
LID ASSESSMENT	\$65,549.57
DTD CONTRIBUTION	\$4,000.02
NUMBER OF SHARES	19
COST/SHARE Section A (one share)	\$2,064.81
COST/SHARE Section A+B (two shares)	\$2,943.18
COST/SHARE Section A+B+C (sixteen shares)	\$3,599.90

PROPERTY OWNER	TAX LOT	ASSESSABLE SHARE	TOTAL ASSESSMENT
ANDERSON ARNOLD W & SANDRA J 19623 S CREEK ROAD OREGON CITY, OREGON 97045	32E12C 01700	A	\$2,064.81
CARTER LAURIE 19496 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02702	A+B	\$2,943.18
MELLIS JAMES 19505 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12C 01801	A+B	\$2,943.18
SORENSEN PAUL J & SUSAN M 19300 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03501	A+B+C	\$3,599.90
GARFIELD SCOTT D CO-TRUSTEE 19322 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03400	A+B+C	\$3,599.90
WILLIAMSON DALE A 19333 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03301	A+B+C	\$3,599.90
SPEASL JUSTIN A & TABITHA B 19344 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 03300	A+B+C	\$3,599.90
CHESS JILL 19388 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02902	A+B+C	\$3,599.90
ANDERSON LEONARD J & DEBBIE 19440 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02700	A+B+C	\$3,599.90
BOYCE NICHOLAS G & KIMBERLY M	32E12B 03003	A+B+C	\$3,599.90

19464 S STARVIEW LANE OREGON CITY, OREGON 97045			
LAWRENCE RUSSELL A & CAROL A 19478 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02703	A+B+C	\$3,599.90
TRACY PENNY M 19416 S STARVIEW LANE OREGON CITY, OREGON 97045	32E12B 02902	A+B+C	\$3,599.90
SMITH CASEY LEE & JULIE LEE 17001 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12B 03502	A+B+C	\$3,599.90
GALLAGHER JOHN & KIM H 17041 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01902	A+B+C	\$3,599.90
PAULSON LON & CHARLENE 17100 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01900	A+B+C	\$3,599.90
HAMBERG KURTIS & JOY 17105 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01903	A+B+C	\$3,599.90
SIMMONS KEITH 17171 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01904	A+B+C	\$3,599.90
KUYKENDALL DALE A & DIANNE M 17200 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01905	A+B+C	\$3,599.90
MARCHISIO DARREN & SUSAN 17223 S WINTERVIEW LANE OREGON CITY, OREGON 97045	32E12C 01901	A+B+C	\$3,599.90

Totals: 19 Owners

Total Assessment: \$65,549.57





**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Parametrix, Inc. for the  
Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study**

<b>Purpose/Outcomes</b>	This contract will provide a feasibility study for the Oak Grove to Lake Oswego pedestrian/bicycle bridge.
<b>Dollar Amount and Fiscal Impact</b>	Total Contract value is \$281,000.00
<b>Funding Source</b>	215-7442-02120-431000-0
<b>Duration</b>	Contract execution through June 30, 2020
<b>Previous Board Action</b>	DTD applied for and was awarded a Metro Active Transportation Development Funds in the amount of \$306,000 to conduct a feasibility study for the Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge (TSP project #2022). The Intergovernmental Agreement between Metro and Clackamas County for that funding was approved by the Board at their Business Meeting on September 20, 2018.
<b>Strategic Plan Alignment</b>	-Ensure safe, healthy and secure communities -Build a string infrastructure
<b>Contact Person</b>	Stephen Williams, Transportation Planner, 503-742-4696

**Background:**

The project is intended to conduct engineering analysis to identify the most likely location for a pedestrian and bicycle bridge and determine project feasibility. The project will also provide a planning level cost estimate, scope of work for future environmental studies and permitting, and a plan for intergovernmental coordination on the development and long term maintenance of the proposed bridge. In addition, the study will include an inclusive public engagement process. Discussions with Metro staff indicate a strong willingness on their part to provide additional funding for project development activities on this project, if this study shows that the project is feasible. The approved IGA between Metro and Clackamas County dictates the scope of work and products for the project. This agreement primarily translates the agreed upon scope of work into descriptions of products to be produced by the consultant team. A key aspect of this procurement is the inclusion of a series of contingent phases. Based on previous discussions with Procurement Division and with Metro, this procurement has been structured to allow the project to proceed with the same engineering/design team through the entire project process contingent upon on-going agreement that the project is feasible, availability of funding and satisfactory completion of previous phases.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on November 8, 2018. Proposals were opened on December 12, 2018. The County received three (3) Proposals: Parametrix, Inc.; David Evans and Associates, Inc.; and Harper Houf Peterson Righellis, Inc. Upon evaluation of the submitted proposals, the Evaluation Committee chose to interview the top two (2) proposers. After the interviews, it was determined that Parametrix, Inc. was the highest scoring proposer. Following



award, the Project Manager entered into negotiations with Parametrix, Inc. and developed a final statement of work along with final billing rates and a contract total value.

This contract has been reviewed and approved by County Counsel.

**Recommendation:**

Staff respectfully recommends that the Board approves and signs this Professional Services Contract with Parametrix, Inc. for the Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study.

Sincerely,



Stephen Williams

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Parametrix, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Department of Transportation and Development.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2020. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed two hundred eighty-one thousand dollars (\$281,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [ ] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, and F.

6. Contractor Data.

Parametrix, Inc.

Address: 1019 39th Ave

Contractor Contract Administrator: Mike Pyszka

Phone No.: 503-233-2400

Email: mpyszka@parametrix.com

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, or from any negligent act, or omission of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, and hold harmless the County, and its officers, elected officials, agents and employees from and against all claims and actions, 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 negligent errors, omissions, or fault of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any

communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the customary professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this

Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) 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; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs

otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Time is a material consideration in the performance of all work by the Contractor under this agreement. The contractor shall complete its work and services within the agreed upon schedule.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
  - (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
  - (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
  - (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and

attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Parametrix, Inc.

Clackamas County Board of County  
Commissioners

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

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

080125-93  
Oregon Business Registry #

Approved as to Form:

FBC/Oregon  
Entity Type / State of Formation

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide a feasibility study for the Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge as outlined in the Request for Proposal #2018-117, issued November 8, 2018, hereby attached as incorporated as **Exhibit D**; the Vendors Response/Statement of Work hereby attached and incorporated as **Exhibit E**; and the Vendor Rate Schedule hereby attached and incorporated as **Exhibit F**.

The County Contract administrator for this Contract is: Stephen Williams.

**CONSIDERATION**

- a. Consideration Rates –Tim &Material as detailed in Exhibit F.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$281,000.00 Invoices shall be submitted to: Clackamas County Department of Transportation and Development, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**RFP #2018-117**  
**Oak Grove-Lake Oswego Pedestrian/Bicycle Bridge Feasibility Study**  
**Issued November 8, 2018**

**EXHIBIT E**  
**Vendors Response/Negotiated Statement of Work**

## **Negotiated Statement of Work**

**EXHIBIT F**  
**Rate Schedule**



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Murraysmith, Inc. for  
Design Services for ADA Improvements**

<b>Purpose/Outcomes</b>	This contract will provide Design Services for ADA Improvements along Oak Grove Blvd and Sunnyside Road.
<b>Dollar Amount and Fiscal Impact</b>	Total Contract value is \$424,664.00. Oak Grove Blvd: \$111,232.00 for non-contingent items and \$12,938.00 for two contingent tasks. Sunnyside Road: \$285,769.00 for non-contingent items and \$14,725.00 for one contingent tasks.
<b>Funding Source</b>	215-7432-02040-481180-22238 - \$124,170.00 215-7432-02040-481180-22280 - \$300,494.00 County Road Funds
<b>Duration</b>	Contract execution through June 30, 2020
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	-Build a strong infrastructure -Ensure safe, healthy and secure communities
<b>Counsel Review</b>	Reviewed and approved by County Counsel.
<b>Contact Person</b>	Joel Howie, Civil Engineering Supervisor, 503-742-4658

**Background:**

The Department of Transportation and Development (DTD), requires services of a qualified consultant to provide survey, right-of-way mapping, and design services for ADA improvements along Oak Grove Boulevard as part of implementing an ADA compliant access route along Oak Grove Boulevard between River Road and Oatfield Road. Also, DTD is planning pavement improvements along Sunnyside Road and desires a qualified consultant to evaluate existing ADA conditions and provide recommendations for ADA improvements and to develop plans, specifications and estimates in advance of the pavement improvements.

On Oak Grove Boulevard, 22 curb ramps (17 intersection corners) are planned to be upgraded and two mid-block crossings will be constructed. On Sunnyside Road, between SE 132<sup>nd</sup> Avenue and SE 162<sup>nd</sup> Avenue, an anticipated total of 36 corners (12 non-signalized and 24 signalized) are planned to be inventoried for compliance and likely replaced to meet current ADA requirements. Each location is planned for construction in the spring of 2020.

**Procurement Process:**

This project was advertised in accordance with ORS and LCRB Rules on October 1, 2018. Proposals were opened on October 23, 2018. The County received two (2) Proposals: Murraysmith, Inc. and Westlake Consultants. Upon evaluation of the submitted proposals, a DTD evaluation committee scored Murraysmith, Inc. the highest and recommend a contract be awarded. Following award, DTD



entered into negotiations with Murraysmith, Inc. and developed a final statement of work along with final billing rates and a contract total value.

**Recommendation:**

Staff respectfully recommends that the Board approves and signs this professional services contract with Murraysmith, Inc. for the Design Services for ADA Improvements.

Sincerely,

Joel Howie,  
Project Manager

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Murraysmith, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Department of Transportation and Development.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2020. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: #2018-90 Design Services for ADA Improvements ("Work") for Oak Grove Boulevard and Sunnyside Road, further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed four hundred twenty-four thousand six hundred sixty-four dollars (\$424,664.00), for accomplishing the Work required by this Contract. Contract total includes totals for Oak Grove Boulevard and Sunnyside Road. Tasks within the Oak Grove Boulevard consists of \$111,232.00 for non-contingent items, \$7,089.00 for optional task 2.3- Post Construction Survey, and \$5,849.00 for optional task 6- Construction Phase Services. Tasks within the Sunnyside Road consists of \$285,769.00 for non-contingent items and \$14,725.00 for optional task 3.4- Boundary Resolution. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [ ] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, and F.

6. Contractor Data.

Murraysmith, Inc.

Address: 888 SW 5th, suite 1170
Portland, Oregon 97204

Contractor Contract Administrator: Troy Bowers, PE

Phone No.: 503-225-9010

Email: troy.bowers@murraysmith.us

MWESB Certification: [ ] DBE # [ ] MBE # [ ] WBE # [ ] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, or from any negligent act, or omission of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, and hold harmless the County, and its officers, elected officials, agents and employees from and against all claims and actions, 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 negligent errors, omissions, or fault of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us), or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the customary professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due

and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- 20. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) 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; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or

would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

  - (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
  - (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
  - (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
  - (D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor

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

**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Murraysmith, Inc.

Clackamas County Board of County Commissioners

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name / Title (Printed)

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

146807-14  
Oregon Business Registry #

Approved as to Form:

DBC/Oregon  
Entity Type / State of Formation

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date



**EXHIBIT A**  
**PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**SCOPE OF WORK**

Contractor shall provide Design Services for ADA Improvements as outlined in the Request for Proposal #2018-90 issued October 23, 2018, hereby attached as incorporated as **Exhibit D**; the Vendors Response and final negotiated Statement of Work hereby attached and incorporated as **Exhibit E**; and the Fee Schedule hereby attached and incorporated as **Exhibit F**.

The County Contract administrator for this Contract is: Joel Howie

**CONSIDERATION**

- a. Consideration Rates – Time and Material as detailed in **Exhibit F**.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **(\$424,664.00)**, for accomplishing the Work required by this Contract. Contract total includes totals for Oak Grove Boulevard and Sunnyside Road. Tasks within the Oak Grove Boulevard consists of \$111,232.00 for non-contingent items, \$7,089.00 for optional task 2.3- Post Construction Survey, and \$5,849.00 for optional task 6- Construction Phase Services. Tasks within the Sunnyside Road consists of \$285,769.00 for non-contingent items and \$14,725.00 for optional task 3.4- Boundary Resolution. Invoices shall be submitted to: Clackamas County Department of Transportation and Development, 150, Beaver Creek Road, Oregon City, Oregon 97045 or via email [jhowie@clackamas.us](mailto:jhowie@clackamas.us).
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.**

**Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.**

**2.  Required by County     Not required by County**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

**3.  Required by County     Not required by County**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

**4.  Required by County     Not required by County**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**5. Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

**6. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- \_\_\_\_\_ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- \_\_\_\_\_ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- \_\_\_\_\_ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- \_\_\_\_\_ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- \_\_\_\_\_ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D**  
**RFP #2018-90**  
**DESIGN SERVICES FOR ADA IMPROVEMENTS**  
**Issued October 23, 2018**

**EXHIBIT E**  
**VENDOR RESPONSE AND NEGOTIATED STATEMENT OF WORK**

**FINAL NEGOTIATED STATEMENT OF WORK**

**EXHIBIT F  
FEE SCHEDULE**



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget  
(Less Than Ten Percent) for Fiscal Year 2018-2019

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2018-2019
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$956,011
Funding Source	Fund Balance, Federal and State Operating, Charge for Services, Miscellaneous Revenue, and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11, and December 6, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5405

**BACKGROUND:**

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The General Fund – Not allocated to Organizational Unit is recognizing an interfund transfer from the Damascus Successor Private Purpose Fund and budgeting it in contingency.

The Behavioral Health Fund is recognizing fund balance and also reducing Oregon Health Authority funding and budgeting for program costs accordingly. This fund is also transferring the Suicide Prevention Program and position to the Health, Housing and Human Services Administration Fund to better promote a department wide focus.

The Social Services Fund is recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and State Grant funding and budgeting for a full-time Management Analyst position and program costs associated with affordable housing and homelessness prevention.



The Children, Youth and Families Fund is recognizing additional State funding and budgeting to provide services to support participants on food stamps.

The Health Centers Fund is recognizing additional Medicaid fee and charge for services revenue and budgeting to add a full-time Dental Assistant, a full-time Mental Health Specialist and two full-time Community Health Nursing Supervisor to better meet the needs of clients.

The Facilities Management Fund is recognizing additional fund balance and budgeting it for program costs.

The Technology Services Fund is reducing their budget to transfer an embedded position to the Tourism Fund budget. This fund is also collaborating with Transportation and Development to add a dedicated full-time IS Project Coordinator position for Transportation and Development projects only.

The effect of this Resolution is an increase in appropriations of \$956,011 including revenues as detailed below:

Fund Balance	\$ 719,029.
Federal Operating Grants	(197,969.)
State Operating Grants	(153,653.)
Charge for Services	218,672.
Miscellaneous Revenue	(32,050.)
Interfund Transfer	<u>401,982.</u>
Total Recommended	<u>\$ 956,011.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Providing  
Authorization Regarding Adoption of a  
Supplemental Budget for items Less  
Than 10 Percent of the Total  
Qualifying Expenditures and Making  
to Appropriations for Fiscal 2018-19



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . General Fund – Non Departmental
- . Behavioral Health Fund
- . Social Services Fund
- . Children, Youth and Families Fund
- . Health Centers Fund
- . Facilities Management Fund
- . Technology Services Fund;

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of April, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 11, 2019**

Recommended items by revenue source:

Fund Balance	\$ 719,029
Federal Operating Grants	(197,969)
State Operating Grants	(153,653)
Charge for Services	218,672
Miscellaneous Revenue	(32,050)
Interfund Transfers	401,982
Total Recommended	<u>\$ 956,011</u>

**GENERAL FUND- NOT ALLOCATED TO ORGANIZATIONAL UNIT**

Revenues:	
Interfund Transfer	\$ 156,982
Total Revenue	<u>\$ 156,982</u>
Expenses:	
Not Allocated to Organizational Unit	
Contingency	\$ 156,982
Total Expenditures	<u>\$ 156,982</u>

General Fund – Not allocated to Organizational Unit is recognizing an interfund transfer from the Damascus Successor Private Purpose Fund and budgeting it in contingency.

**BEHAVIORAL HEALTH**

Revenues:	
Fund Balance	\$ 505,331
Federal Operating Grants	(197,969)
State Operating Grants	(224,816)
Total Revenue	<u>\$ 82,546</u>
Expenses:	
Health and Human Services	\$ 630,332
Not Allocated to Organizational Unit	
Special Payments	(197,969)
Contingency	(349,817)
Total Expenditures	<u>\$ 82,546</u>

Behavioral Health Fund is recognizing fund balance and also reducing Oregon Health Authority funding and budgeting for program costs accordingly. This fund is also transferring the Suicide Prevention Program and position to the Health, Housing and Human Services Administration Fund to better promote a department wide focus.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 11, 2019**

**SOCIAL SERVICES FUND**

Revenues:	
State Operating Grants	\$ 40,000
Interfund Transfer	245,000
Total Revenue	<u>\$ 285,000</u>
Expenses:	
Health and Human Services	<u>\$ 285,000</u>
Total Expenditures	<u>\$ 285,000</u>

Social Services Fund is recognizing an interfund transfer from the Health, Housing and Human Services Administration Fund and State Grant funding and budgeting for a full-time Management Analyst position and program costs associated with affordable housing and homelessness prevention.

**CHILDREN, YOUTH AND FAMILIES FUND**

Revenues:	
State Operating Grants	\$ 31,163
Charge for Services	10,000
Total Revenue	<u>\$ 41,163</u>
Expenses:	
Health and Human Services	41,163
Total Expenditures	<u>\$ 41,163</u>

Children, Youth and Families Fund is recognizing additional State funding and budgeting to provide services to support participants on food stamps.

**HEALTH CENTERS FUND**

Revenues:	
Charge for Services	\$ 208,672
Total Revenue	<u>\$ 208,672</u>
Expenses:	
Health and Human Services	<u>\$ 208,672</u>
Total Expenditures	<u>\$ 208,672</u>

Health Centers Fund is recognizing additional Medicaid fee and charge for services revenue and budgeting to add a full-time Dental Assistant, a full-time Mental Health Specialist and two full-time Community Health Nursing Supervisor to better meet the needs of clients.

**SUMMARY OF SUPPLEMENTAL BUDGET**  
**Exhibit A**  
**CHANGES OF LESS THAN 10% OF BUDGET**  
**April 11, 2019**

**FACILITIES FUND**

Revenues:		
Fund Balance		\$ 213,698
Total Revenue		<u>\$ 213,698</u>
Expenses:		
General Government		\$ 213,698
Total Expenditures		<u>\$ 213,698</u>

Facilities Management Fund is recognizing additional fund balance and budgeting it for program costs.

**TECHNOLOGY SERVICES**

Revenues:		
Miscellaneous Revenue		\$ (32,050)
Total Revenue		<u>\$ (32,050)</u>
Expenses:		
General Government		\$ (32,050)
Total Expenditures		<u>\$ (32,050)</u>

Technology Services Fund is reducing their budget to transfer an embedded position to the Tourism Fund budget. This fund is also collaborating with Transportation and Development to add a dedicated full-time IS Project Coordinator position for Transportation and Development projects only.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

March ??, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for Budgeting of  
New Specific Purpose Revenue for Fiscal Year 2018-2019

Purpose/Outcome	Budget change for Clackamas County FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$1,905,599
Funding Source	Includes Federal and State Operating Revenues, Local Government and Other Agencies and Charge for Services.
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11 and December 6, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

**BACKGROUND:**

Each fiscal year it is necessary to appropriate additional expenditures and allocate additional sources of revenue to more accurately meet the changing requirements of the operating departments of the County. The attached resolution reflects those changes that departments have requested which pursuant to O.R.S. 294.338, qualify as grants in trust for specific purposes in keeping with legally accurate budget.

The Community Corrections Fund is recognizing US Dept. of Justice Revenue and budgeting for a partnership Litmus program with BetaGov to study early intervention for opioid.

The District Attorney Fund is recognizing funding from Oregon Department of Justice and budgeting for program costs for training and support services.

The Health, Housing and Human Services Administration Fund will now oversee The Suicide Prevention Program and the position associated with this program once house in the Behavioral Health Fund to help promote a department wide focus.

The Social Services Fund is recognizing additional funding from Health and Human Services, Housing and Community Service and State Grant Funding and budgeting to add eight full-time positions for program services associated with these funding sources.

The Children, Youth and Families Fund is recognizing funding from the US Department of Justice Office and adjusting actual revenue funding from the Energy Conservation Helping Oregonians and budgeting to add a full-time Program Planner position and adjusting program costs accordingly.

The Public Health Fund is recognizing an additional Federal grant and Ambulance Franchise fee revenues and reducing Early Intervention and Public Health Modernization revenues to better reflect actuals and adjusting program costs accordingly.

The Health Centers Fund is recognizing additional funding from the Migrant Health Center Grant and budgeting to add one full-time Clinical Pharmacist and a Mental Health Specialist position.

The effect of this Board Order is an increase in appropriations of \$1,905,599 including new revenues as detailed below:

Federal Operating Grant Revenue	\$ 1,423,808.
State Operating Grant Revenue	268,677.
Local Government and Other Agencies	143,058.
Charge for Services	<u>70,056.</u>
Total Recommended	<u>\$ 1,905,599.</u>

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Providing  
authorization to Appropriate Grants  
For Specific Purposes within the  
Fiscal 2018-19



Resolution Order No. \_\_\_\_\_

*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, appropriation of grants entrusted for specific purposes within Clackamas County budget for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to authorize the expenditure of funds, for the needs of Clackamas County residents`

WHEREAS; the fund being adjusted is:

- . Community Corrections Fund
- . District Attorney Fund
- . Health, Housing and Human Services Administration Fund
- . Social Services Fund
- . Children, Youth and Families Fund
- . Public Health Fund
- . Health Centers Fund;

It further appearing that it is in the best interest of the County to approve these grants entrusted for specific purpose of appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.338, appropriation of specific purpose grants is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of April, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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



**NEW SPECIFIC PURPOSE REVENUE REQUESTS**

**Exhibit A**

**April 11, 2019**

Recommended items by revenue source:

Federal Operating Grants	\$ 1,423,808
State Operating Grants	268,677
Local Government and Other Agencies	143,058
Charge for Services	70,056
Total Recommended	<u><u>\$ 1,905,599</u></u>

**COMMUNITY CORRECTIONS FUND**

Revenues:	
Federal Operating Grants	<u>\$ 70,303</u>
Total Revenue	<u><u>\$ 70,303</u></u>
Expenses:	
Public Protection	\$ 35,303
Not Allocated or Organizational Unit	
Special Payments	<u>35,000</u>
Total Expenditures	<u><u>\$ 70,303</u></u>

Community Corrections Fund is recognizing US Dept. of Justice Revenue and budgeting for a partnership Litmus program with BetaGov to study early intervention for opioid.

**DISTRICT ATTORNEY FUND**

Revenues:	
Federal Operating Grants	\$ 10,000
State Operating Grants	<u>3,129</u>
Total Revenue	<u><u>\$ 13,129</u></u>
Expenses:	
Public Protection	<u>\$ 13,129</u>
Total Expenditures	<u><u>\$ 13,129</u></u>

District Attorney Fund is recognizing funding from Oregon Department of Justice and budgeting for program costs for training and support services.

**HEALTH, HOUSNG AND HUMAN SERVICES ADMINISTRATION FUND**

Revenues:	
State Operating Grants	\$ 224,816
Total Revenue	<u>\$ 224,816</u>
Expenses:	
Health and Human Services	\$ 224,816
Total Expenditures	<u>\$ 224,816</u>

Health, Housing and Human Services Administration Fund will now oversee The Suicide Prevention Program and the position associated with this program once house in the Behavioral Health Fund to help promote a department wide focus.

**SOCIAL SERVICES FUND**

Revenues:	
Federal Operating Grants	\$ 649,876
State Operating Grants	645,674
Local Government and Other Agencies	93,058
Charge for Services	13,004
Total Revenue	<u>\$ 1,401,612</u>
Expenses:	
Health and Human Services	\$ 1,910,632
Not Allocated ot Organizational Unit	
Contingency	\$ (509,020)
Total Expenditures	<u>\$ 1,401,612</u>

Social Services Fund is recognizing an additional funding from Health and Human Services, Housing and Community Service and State Grant Funding and budgeting to add six full-time Case Manager position, one full-time Human Services position and a full-time Program Aide position to provide program services associated with these funding sources.

### **CHILDREN YOUTH AND FAMILIES**

Revenues:

Federal Operating Grants	\$ 308,555
State Operating Grants	(320,700)
Local Government and Other Agencies	50,000
Total Revenue	<u>\$ 37,855</u>

Expenses:

Health and Human Services	<u>\$ 37,855</u>
Total Expenditures	<u>\$ 37,855</u>

Children, Youth and Families Fund is recognizing funding from the US Department of Justice Office and adjusting actual revenue funding from the Energy Conservation Helping Oregonians and budgeting to add a full-time Program Planner position and adjusting program costs accordingly.

### **PUBLIC HEALTH FUND**

Revenues:

Federal Operating Grants	\$ 58,074
State Operating Grants	(284,242)
Charge for Services	57,052
Total Revenue	<u>\$ (169,116)</u>

Expenses:

Health and Human Services	\$ (145,399)
Not Allocated of Organizational Unit	
Contingency	<u>\$ (23,717)</u>
Total Expenditures	<u>\$ (169,116)</u>

Public Health Fund is recognizing additional Federal grant and Ambulance Franchise fee revenues and reducing Early Intervention and Public Health Modernization revenues to better reflect actuals and adjusting program costs accordingly.

### **HEALTH CENTERS FUND**

Revenues:

Federal Operating Grants	\$ 327,000
Total Revenue	<u>\$ 327,000</u>

Expenses:

Health and Human Services	<u>\$ 327,000</u>
Total Expenditures	<u>\$ 327,000</u>

Health Centers Fund is recognizing additional funding from the Migrant Health Center Grant and budgeting to add one full-time Clinical Pharmacist and a Mental Health Specialist position.



CHRISTA BOSSERMAN WOLFE, CPA  
DIRECTOR

**DEPARTMENT OF FINANCE**

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

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for  
Transfer of Appropriations for Fiscal Year 2018-2019

Purpose/Outcome	Budget change FY 2018-2019
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11 and December 6, 2018
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Surveyor is adjusting appropriations to make an interfund transfer to the Fleet Services Fund, for cost to equip two new trucks with lights and other needed equipment.

The General Fund – Not Allocated to Organizational Unit is transferring from contracted services and contingency to make interfund transfers to the Sheriff Fund and the District Attorney Fund for their portion of the Marijuana Tax Revenue distribution agreement and three new full-time Jail Deputy positions needed to open the remaining 26 jail beds.

The Road Fund is reducing contingency and budgeting for additional jurisdiction payments and capital project costs for right of way and design work.

The Sheriff Fund is recognizing an interfund transfer from the General Fund for the Marijuana distribution and budgeting to add a Deputy Sheriff position for the neighborhood response program and three Deputy Jail positions to open up the remaining 26 jail beds and aligning program costs to better align with actuals. This fund is also budgeting an interfund transfer to the Health, Housing and Human Services Fund for program support of services provided by this fund.

The Code Enforcement, Sustainability & Solid Waste & Septic and Onsite Wastewater Program Fund is transferring from contingency and budgeting for a part-time Sustainability Analyst to continue program delivery to schools in Clackamas County.

The Community Corrections Fund is re-aligning their budget to better reflect actual sub-recipient costs for their programs.

The District Attorney Fund is recognizing an interfund transfer from the General Fund for the Marijuana distribution and budgeting for personnel support costs associated with Neighborhood Livability Project.

The Health, Housing and Human Services Administration Fund is recognizing an interfund transfer from the Sheriff Fund for program support and re-aligning their budget to better reflect the Affordable Housing Program. This fund is also transferring to the Social Services Fund for their continue services for affordable housing and homelessness.

The Tourism Fund is transferring from internal county services and budgeting for the transfer of an IS Software Specialist Senior position from Technology Services budget.

The Central Dispatch Fund is reducing contingency and budgeting to add two full-time Call Taker positions.

The Fleet Services Fund is recognizing an interfund transfer from the General Fund – Surveyor program and budgeting for the cost to outfit two new trucks for the surveyors department.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers  
Budget Manager

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

In the Matter of Providing  
Authorization to Transfer  
Appropriations within the Fiscal Year  
2018-19



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – Surveyor
- . Road Fund
- . Sheriff Fund
- . Code Enforcement, Sustainability & Solid Waste & Septic Onsite-  
Wastewater Program Fund
- . Community Corrections Fund
- . District Attorney Fund
- . Health, Housing and Human Services Administration Fund
- . Tourism Fund
- . Central Dispatch Fund
- . Fleet Services Fund;

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2018 through June 30, 2019.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 11<sup>th</sup> day of April, 2019

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**TRANSFER REQUEST**  
**Exhibit A**  
**April 11, 2019**

**GENERAL FUND - NOT ALLOCATED TO ORGANIZATIONAL UNIT AND SURVEYOR PROGRAM**

Expenses:

County Administration	\$ (10,000)
Not Allocated to Organizational Unit	
Materials and Services	(295,524)
Interfund Transfer	488,524
Contingency	(183,000)
Total Expenditures	<u>\$ -</u>

General Fund – Surveyor is adjusting appropriations to make an interfund transfer to the Fleet Services Fund, for cost to equip two new trucks with lights and other needed equipment.

The General Fund – Not Allocated to Organizational Unit is transferring from contracted services and contingency to make interfund transfers to the Sheriff Fund and the District Attorney Fund for their portion of the Marijuana Tax Revenue distribution agreement and three new full-time Jail Deputy positions needed to open the remaining 26 jail beds.

**ROAD FUND**

Expenses:

Public Ways and Facilities	\$ 238,968
Not Allocated to Organizational Unit	
Special Payments	100,000
Contingency	(338,968)
Total Expenditures	<u>\$ -</u>

Road Fund is reducing contingency and budgeting for additional jurisdiction payments and capital project costs for right of way and design work.

**SHERIFF FUND**

Revenue:	
Interfund Transfer	\$ 419,695
Total Revenues	<u>\$ 419,695</u>
Expenses:	
Public Protection	\$ 339,695
Not Allocated to Organizational Unit	
Intefund Transfer	80,000
Total Expenditures	<u>\$ 419,695</u>

Sheriff Fund is recognizing an interfund transfer from the General Fund for the Marijuana distribution and budgeting to add a Deputy Sheriff position for the neighborhood response program and three Deputy Jail positions to open up the remaining 26 jail beds and aligning program costs to better align with actuals. This fund is also budgeting an interfund transfer to the Health, Housing and Human Services Fund for program support of services provided by this fund.

**CODE ENFORCEMENT SUSTAINABILITY & SOLIDE WASTE AND ONSITE WASTEWATER PROGRAM FUND**

Expenses:	
General Government	\$ 48,098
Not Allocated to Organizational Unit	
Contingency	(48,098)
Total Expenditures	<u>\$ -</u>

Code Enforcement, Sustainability & Solid Waste & Septic and Onsite Wastewater Program Fund is transferring from contingency and budgeting for a part-time Sustainability Analyst to continue program delivery to schools in Clackamas County.

**COMMUNITY CORRECTIONS FUND**

Expenses:	
Public Protection	\$ (150,000)
Not Allocated to Organizational Unit	
Special Payments	150,000
Total Expenditures	<u>\$ -</u>

Community Corrections Fund is re-aligning their budget to better reflect actual sub-recipient costs for their programs.



**DISTRICT ATTORNEY FUND**

Revenue:	
Interfund Transfer	\$ 58,829
Total Revenues	<u>\$ 58,829</u>
Expenses:	
Public Protection	\$ 58,829
Total Expenditures	<u>\$ 58,829</u>

District Attorney Fund is recognizing an interfund transfer from the General Fund for the Marijuana distribution and budgeting for personnel support costs associated with Neighborhood Livability Project.

**HEALTH, HOUSING AND HUMAN SERVICES ADMINISTRATION FUND**

Revenue:	
Interfund Transfer	\$ 80,000
Total Revenues	<u>\$ 80,000</u>
Expenses:	
Health and Human Services	\$ (165,000)
Not Allocated to Organizational Unit	
Interfund Transfer	245,000
Total Expenditures	<u>\$ 80,000</u>

Health, Housing and Human Services Administration Fund is recognizing an interfund transfer from the Sheriff Fund for program support and re-aligning their budget to better reflect the Affordable Housing Program. This fund is also transferring to the Social Services Fund for their continue services for affordable housing and homelessness.

**TOURISM FUND**

Expenses:	
Culture, Education and Recreation	\$ -
Total Expenditures	<u>\$ -</u>

Tourism Fund is transferring from internal county services and budgeting for the transfer of an IS Software Specialist Senior position from Technology Services budget.

**CENTRAL DISPATCH FUND**

Expenses:	
Public Protection	\$ 51,757
Not Allocated to Organizational Unit	
Contingency	(51,757)
Total Expenditures	<u>\$ -</u>

Central Dispatch Fund is reducing contingency and budgeting to add two full-time Call Taker positions.

**FLEET SERVICES FUND**

Revenue:

Interfund Transfer	\$ 10,000
Total Revenues	<u>\$ 10,000</u>

Expenses:

Not Allocated to Organizational Unit Contingency	\$ 10,000
Total Expenditures	<u>\$ 10,000</u>

Fleet Services Fund is recognizing an interfund transfer from the General Fund – Surveyor program and budgeting for the cost to outfit two new trucks for the surveyors department.

DRAFT

Approval of Previous Business Meeting Minutes:  
February 28, 2019

# **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

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

**Thursday, February 28, 2019 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT: Commissioner Jim Bernard, Chair  
Commissioner Ken Humberston  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Sonya Fischer**

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

The Board welcomed Gary Schmidt, County Administrator. Today is his first Business Meeting as Clackamas County's County Administrator.

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

1. Recognition of Raeline Kammeyer, Oregon Fair Association's 2018 Fair Board Member of the Year

Laura Zentner, Business & Community Services introduced Ten Kunze of the Fair Board to recognize Raeline. Commissioner Humberston read a certificate and presented it to Ms. Kammeyer.

*~Board Discussion~*

## **II. CITIZEN COMMUNICATION**

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

1. Les Poole, Gladstone – Clackamas County has a great Fair; welcome Gary Schmidt; collecting signatures for the VRF to put this issue on the ballot; spoke in memory of Dennis Richardson.

*~Board Discussion~*

2. Shirley Morgan, Welches – spoke in support of ZDO-271, Marijuana production license limits – thanked the Board for moving forward on this change.

## **III. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE**

*(No public testimony on this item) - Previously approved at the 2-6-19 Land Use Hearing*

1. Adoption of ZDO-271 a Previously Approved Zoning and Development Ordinance Amendments, - Marijuana Production License Limits

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion to read by title only.

### **MOTION:**

Commissioner Humberston: I move we read ZDO-271 by title only.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the Clerk to read ZDO-271 by title only, then asked for a motion.

**MOTION:**

Commissioner Savas: I move we Adopt ZDO-271, Amendments to the Zoning and Development Ordinance Amendments for Marijuana Production License Limits as previously approved at the February 6, 2019 Land Use Hearing.

Commissioner Humberston: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

*~Board Discussion~*

**IV. PUBLIC HEARING**

1. Public Hearing Relating to the Vacation of McNary Road  
Nate Boderman, County Counsel and Doug Cutshall, DTD presented the staff report.

*~Board Discussion~*

Chair Bernard opened the public hearing and asked if anyone would like to speak, seeing none he closed the public hearing and asked for a motion.

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

1. Mark Walters, Milwaukie - has many concerns specifically the additional traffic.
2. Jessie Cereghino, Milwaukie - supports the vacation.
3. Richard Nelson, Gladstone – had specific questions regarding the vacation.

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

*~Board Discussion~*

**MOTION:**

Commissioner Humberston: I move we approve the vacation of the portion of McNary Road as recommended by staff.

Commissioner Savas: Second.

*~Board Discussion~*

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard stated the next step is to direct staff to prepare a board order memorializing this decision and bring back to an upcoming business meeting.

**V. CONSENT AGENDA**

Chair Bernard asked the Clerk to read the consent agenda by title, then asked for a motion.

**MOTION:**

Commissioner Fischer: I move we approve the Consent Agenda.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Fischer: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**A. Health, Housing & Human Services**

1. Approval of a Sub-recipient Agreement with Quest Center for Integrative Health for Wellness, Integrity, and Sustainable Health Program (W.I.S.H.) *Behavioral Health*
2. Approval of Amendment No. 1 to an Agency Service Agreement with Clackamas Women's Services for System Diversion, Homelessness Prevention and Rapid Re-Housing – *Social Services*
3. Approval of Amendment No. 1 to an Agency Service Agreement with Northwest Housing Alternatives, Inc. for Rapid Re-Housing Services – *Social Services*

**B. Department of Transportation & Development**

1. Approval of an Grant Agreement and Grant Award Acceptance for the Safe Routes to Schools Infrastructure Grant for crossing improvements at SE Fuller Rd and SE Causey Ave.
2. Approval of a Contract with David Evans and Associates for Trolley Trail Bridge: Gladstone to Oregon City Feasibility Study - *Procurement*
3. Approval of a Contract with Nutter Corporation for the Bridge Approach Repair: Clackamas River Bridge and Clear Creek Bridge - *Procurement*

**C. Disaster Management**

1. Approval of a Sub-Recipient Grant Agreement for Local Emergency Planning Committee (LEPC) Planning and Exercise

**D. Human Resources**

1. Approval of Contract between Clackamas County, Department of Human Resources and Mercer Health & Benefits LLC to Provide Benefits Consulting Services - *Procurement*

**E. Business & Community Services**

1. **Board Order No. 2019-12** Approving a Tax Foreclosed Property for Declaration as Surplus

**F. Technology Services**

1. Approval for a Service Level Agreement with the Molalla River School District for the Leas of Dark Fiber

**VI. DEVELOPMENT AGENCY**

1. Approval of a Commercial Lease with Miles Fiberglass and Composites, Inc.
2. Granting of a Permanent Right-of-Way Easement for Road Purposes

**VII. WATER ENVIRONMENT SERVICES**

1. Approval of an Intergovernmental Agreement between Water Environment Services and the Oregon Department of Transportation for the Hwy. 99 E Paving Project Performance Bond Funding
2. Approval of a Goods and Services Contract between Water Environment Services and Newco, Inc. a Corporation of Washington dba Cascade Columbia Distribution Company for the Chemical Supply for Water Environment Services - *Procurement*

3. Approval of a Public Improvement Contract between Water Environment Services and Univar USA, Inc. for the Chemical Supply for Water Environment Services - *Procurement*

**VIII. COUNTY ADMINISTRATOR UPDATE**

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

**IX. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED 11:30 AM**

**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. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**



**OFFICE OF COUNTY COUNSEL**

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

April 11, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Stephen L. Madkour**  
 County Counsel

**Kathleen Rastetter**  
**Scott C. Ciecko**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
 Assistants

Approval of an Intergovernmental Agreement Between Clackamas and Multnomah Counties for HIPAA and Part 2 Privacy Officer

<b>Purpose/Outcomes</b>	Approve Intergovernmental Agreement between Clackamas County and Multnomah County for HIPAA and Part 2 privacy officer
<b>Dollar Amount and Fiscal Impact</b>	Services are to be provided on an as-needed basis at the hourly rate of \$104.19 per hour
<b>Funding Source</b>	County general fund
<b>Duration</b>	July 1, 2019 to July 1, 2020
<b>Previous Board Action</b>	The BCC approved and signed an IGA for the initial work on 7/19/18, which will expire on July 1, 2019
<b>Strategic Plan Alignment</b>	Ensure safe, healthy and secure communities Build public trust through good government
<b>Contact Person</b>	Kathleen Rastetter, Assistant Senior County Counsel

**BACKGROUND:**

Clackamas County has engaged the services of a HIPAA compliance expert employed by Multnomah County. The Multnomah County HIPAA Privacy Officer is an attorney in the Multnomah County Attorney's Office and is experienced and knowledgeable regarding all aspects of HIPAA and 42 CFR Part 2 (governing drug and alcohol records) compliance and has established a centralized HIPAA compliance program for Multnomah County. The Multnomah County HIPAA Privacy Officer has assisted with drafting a HIPAA Privacy Policy.

Clackamas County desires to continue its consultation with the MC Privacy Officer to assist Clackamas County in establishing a robust centralized HIPAA and Part 2 compliance program in Clackamas County. The MC Privacy Officer will perform work under this contract in Clackamas County Offices onsite or remotely not to exceed 10 hours a week on an as-needed basis at an hourly rate of \$104.19. HIPAA and Part 2 regulations and compliance are relatively esoteric areas of federal law, thus the IGA will allow Clackamas County the benefit from the services of a subject matter expert.



**RECOMMENDATION:**

County Counsel respectfully requests that the Board of County Commissioners authorize the County to enter into an IGA with Multnomah County for the services of a HIPAA and Part 2 compliance expert.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kathleen S. Rastetter". The signature is written in a cursive style with a large initial 'K'.

Kathleen Rastetter  
Assistant Senior County Counsel

COPY

## INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Clackamas County, a political subdivision of the State of Oregon, and Multnomah County, a political subdivision of the State of Oregon.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 2019, or upon final signature, whichever is later.  
The expiration date is: July 1, 2020; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 5) This Agreement may be terminated, with or without cause and at any time, by a party by providing 30 days written notice of intent to the other party(s).
- 6) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 7) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 8) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to the work performed under this Agreement.
- 9) Each party agrees to maintain insurance levels 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 30.269 through 30.274.
- 10) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

11) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

**MULTNOMAH COUNTY:**

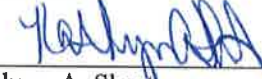
  
\_\_\_\_\_  
County Chair or Designee

4/2/17  
\_\_\_\_\_  
Date

DEBORAH RAFANELLI  
\_\_\_\_\_  
Printed Name

CHAIR  
\_\_\_\_\_  
Title

Reviewed:

  
\_\_\_\_\_  
Kathryn A. Short  
Deputy County Attorney

**CLACKAMAS COUNTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:

2051 Kaen Road  
Oregon City, OR 97045



# ATTACHMENT "A"

1. **Purpose:** The Multnomah County Privacy Officer (MC Privacy Officer) is experienced and knowledgeable regarding all aspects of HIPAA and 42 CFR Part 2 ("Part 2") compliance and has established a centralized HIPAA compliance program for Multnomah County. Clackamas County desires to consult with the MC Privacy Officer to assist Clackamas County in establishing a robust centralized HIPAA and Part 2 compliance program in Clackamas County. The MC Privacy Officer will perform work under this contract in Clackamas County Offices onsite or remotely not to exceed 10 hours a week. Multnomah County agrees that Clackamas County may consult with the MC Privacy Officer for certain functions described below.

2. **Statement of Work:**

A. Multnomah County responsibilities:

Clackamas County may consult with the MC Privacy Officer on HIPAA and Part 2 compliance issues. Clackamas County shall use no more than .25 of the MC Privacy Officer's time per week. The MC Privacy Officer may be made available for consultation in person, by telephone and by email. The MC Privacy Officer may periodically or as needed be physically present at Clackamas County offices. The MC Privacy Officer may be contacted on other days in case of suspected HIPAA or Part 2 breaches. The Clackamas County Counsel shall be the primary contact for the MC Privacy Officer. In addition, the MC Privacy Officer will also work with a project team consisting of the Risk Manager, and a special projects manager with Clackamas County Health and Human Services. The primary duties to be performed by the MC Privacy Officer for Clackamas County when requested are:

(a) Review Clackamas County Departments to assess and determine correct status of covered components of Clackamas County's hybrid entity and develop a chart of covered components similar to chart developed for Multnomah County;

(b) Identify HIPAA privacy rule and Part 2 compliance issues Clackamas County needs to address in light of HITECH and new HIPAA Omnibus Rules of 2013 and the 2017 changes to the Part 2 rules;

(c) Develop a Work Plan for HIPAA privacy rule and/or Part 2 compliance issues Clackamas County needs to address;

(d) Review, revise and update Clackamas County HIPAA Privacy and Security rules (Security rules in consultation with the Clackamas County Security Officer) and Part 2 rules;

- (e) Develop written breach policy and procedures that align with current practice in Clackamas County and HIPAA and Part 2 regulations to meet Clackamas County organizational needs;
- (f) Review and revise current Clackamas County HIPAA and Part 2 training material;
- (g) Work with Clackamas County Counsel and/or the Clackamas County Privacy Officer to identify and define privacy officer performance requirements; and
- (h) Assist Clackamas County to develop and implement a process for evaluating and assisting in responding to instances of suspected HIPAA or Part 2 breaches that occur during the period of this contract.

**B. Clackamas County responsibilities:**

Pay for consulting services as described in the Payment Terms. If needed, provide office space and use of a computer, software, phone and network capabilities for the MC Privacy Officer while performing duties for Clackamas County. Assist in performance evaluation of MC Privacy Officer if requested by Multnomah County. Clackamas County retains all final authority and responsibility for HIPAA and Part 2 compliance and breach response.

**3. Payment Terms:**

Clackamas County agrees to pay for the services of Multnomah County's Privacy Officer on an hourly basis at the hourly rate of \$104.19 which reflects Multnomah County's Privacy Officer's salary and fringe benefits. Additionally, mileage for travel to Clackamas County will be reimbursed by Clackamas County. Both parties understand that Multnomah County may request that this Agreement be amended to increase or decrease the compensation amount annually if costs are higher or lower than anticipated at the agreement commencement. Multnomah County will invoice Clackamas County Office of County Counsel quarterly. Payments will be due 30 days after invoice.

Invoice Mailing Address:

Clackamas County Counsel  
2051 Kaen Road  
Oregon City, OR 97045

## Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

### A. General:

For purposes of the IGA and its Attachment A ("IGA"), Multnomah County ("County") is Clackamas County's ("Covered Entity") business associate and will comply with the obligations set forth below and under HIPAA. As described in the IGA, County creates, receives, maintains or transmits PHI on behalf of Covered Entity or to provide a service to Covered Entity.

### B. Definitions:

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section as in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- *Individual*: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the IGA from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

### C. County's Obligations:

1. County agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by the IGA or as Required or Permitted by Law. County further agrees to use or disclose PHI only on behalf of, or to provide services to, the Covered Entity in fulfilling County's obligations under the IGA, and to not make uses or disclosures that would violate the Privacy Rule if done by Covered Entity or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, County agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
  - a) disclosures to or requests by a health care provider for treatment
  - b) disclosures made to the Individual about his or her own PHI
  - c) uses or disclosures authorized by the Individual
  - d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
  - e) uses or disclosures that are Required by Law, and
  - f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. County is responsible for compliance with the applicable requirements of the HIPAA Privacy Rule and Security Rule to the same extent as Covered Entity.
4. County agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by the IGA.
5. County agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by 45 CFR 164 Subpart C.
6. County shall promptly notify Covered Entity of a Breach of Unsecured PHI of which County (or County's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence.

7. County agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Covered Entity of a use or disclosure of PHI or Breach of Unsecured PHI by County in violation of the requirements of the IGA or HIPAA.
8. County agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by County on behalf of Covered Entity, agrees in writing to the same restrictions and conditions that apply through the IGA to County with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
9. County agrees to provide access to PHI about an Individual contained in a Designated Record Set within the reasonable time, manner, form and format specified in Individual's or Covered Entity's request as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.524. If an Individual requests access to information directly from County, County agrees to forward the request to Covered Entity within 5 working days of receipt. Covered Entity will be responsible for any denials of requested PHI.
10. County agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 within the reasonable time and manner specified in Covered Entity's request. County shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. County agrees to forward the request to Covered Entity within 5 working days of receipt.
11. County agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by County on behalf of Covered Entity available to the Secretary upon request of the Secretary, in a time and manner designated by the Secretary for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
12. County agrees to document disclosures of PHI and information related to such disclosures as required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. County agrees to provide Covered Entity or an Individual information under this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
13. County must forward to Covered Entity within 5 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. County must process such request in the reasonable time and manner as directed by Covered Entity.
14. County may use and disclose PHI (a) for the proper management and administration of County, (b) to carry out the legal responsibilities of County, (c) to provide Data Aggregation services relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B) and required by the IGA, (d) to the extent and for purposes authorized by the Individual, (e) to report violations of law to appropriate Federal and State authorities consistent with 45 CFR 164.502(j)(l) or (f) as required by law.

D. Covered Entity's Obligations:

1. Covered Entity shall obtain any consent or authorization from Individuals as necessary or required under HIPAA, other federal or state law or its own policies prior to allowing County and other provider access to an Individual's PHI.
2. Covered Entity shall notify County of:
  - (a) Its permissible uses and disclosures of PHI by providing a copy of its Notice of Privacy Practices upon request;
  - (b) Any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect County's use or disclosure of PHI;
  - (c) Any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect County's use or disclosure of PHI; and
  - (d) Any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect County's use or disclosure of PHI.
3. The Covered Entity shall not request that County use or disclose PHI in any manner that would not be permissible under HIPAA.

E. Termination: Upon termination of the IGA for any reason, County will extend the protections of the IGA to any PHI that County is required to retain under any provision of the IGA. The terms of the IGA shall remain in effect until all of the PHI provided by Covered Entity to County, or created or received by County on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Goods and Services Contract with Lodox NA LLC for a  
Whole Body Digital X-Ray Scanning System**

<b>Purpose/Outcomes</b>	This Contract will provide a whole body digital scanning system for the Medical Examiner's office.
<b>Dollar Amount and Fiscal Impact</b>	Contract value is \$445,000.00
<b>Funding Source</b>	2019-0161-00118-485400-11021 Urban Area Security Initiatives Grant
<b>Duration</b>	Contract execution through June 30, 2019
<b>Previous Board Action</b>	
<b>Strategic Plan Alignment</b>	This project will provide equipment essential to increase mass fatality capabilities within Clackamas County, the region and state. It will enhance the effectiveness of the Medical Examiner's Office in mass disasters by facilitating quicker victim identification and repatriation with the family.
<b>Contact Person</b>	Cathy Phelps, Chief Deputy Medical Examiner 503-655-8380

**Background:**

The State and local County Medical Examiner's Offices have been working on Regional Mass Fatality capabilities for several years. The Clackamas County Medical Examiner's Office applied for and received an Urban Area Security Initiatives (UASI) Grant through the Regional Disaster Preparedness Organization (RDPO) to purchase a mobile whole body digital x-ray scanning system. This system will improve mass fatality capabilities by conducting a full body scan in 13 seconds as compared to hours to produce segmented digital body x-rays that have to be matched and put together much like a puzzle.

A whole body digital scanning will allow Medical Examiner staff to quickly identify foreign objects, injuries, fractures or medical interventions and facilitate faster victim identification and repatriation with family. It will also aid in the ability to respect individual cultural or religious beliefs, particularly in cases in which forbid autopsies.

**Procurement Process:**

This project advertised in accordance with ORS and LCRB Rules on January 15, 2019. Proposals were opened on February 14, 2019. The County received two (2) proposals: Lodox NA LLC, and Advanced Detection Solutions, LLC. An evaluation committee made up of seven (7) members reviewed and scored the proposals based on the scoring criteria outlined within the published RFP. After final review of scores, it was determined that Lodox NA was the highest scoring proposer.

This contract has been reviewed and approved by County Counsel.



**Recommendation:**

Staff respectfully recommends that the Board approves and signs this public improvements contract with Lodox NA LLC for the Whole Body Digital X-Ray Scanning System. .

Sincerely,

Nancy Bush  
Disaster Management Director

Placed on the BCC Agenda \_\_\_\_\_ by Procurement



## CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Lodox NA LLC** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of the Medical Examiner's office for the purposes of providing a **whole body digital x-ray scanning system**.

### **I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2019**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

### **II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in RFP #2019-01 Whole Body Digital X-Ray Scanning System- Medical Examiner's Office, issued January 15, 2019 and Addendum #1, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents listed in descending order of precedence, this Contract, Attachment "A", and the Contractor's Proposal, as modified and attached and hereby incorporated by reference as Attachment "B."

Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Cathy Phelps.

### **III. COMPENSATION**

1. **PAYMENT.** The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The total Contract compensation shall not exceed **four hundred forty-five thousand dollars (\$445,000.00)**
2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: 13309 SE 84<sup>th</sup> Ave, Clackamas, Oregon 97015 or via email at [cathyphe@clackamas.us](mailto:cathyphe@clackamas.us).

### **IV. CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of

Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437,

or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

**8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional

insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

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

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise expressly provided in this Contract, 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 Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or

doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. All supplies, equipment and services shall include manufacturer's minimum standard warranty and must be transferred to Clackamas County.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warranty shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

**16. SEVERABILITY.** If any term or provision of this Contract 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 Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this

Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) 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; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was

terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

**22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the



Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**28. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**29. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Lodox NA LLC  
 143 Burton Street  
 Painesville, Ohio 44077

Clackamas County Board of County  
 Commissioners

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

\_\_\_\_\_  
 Chair    Date

\_\_\_\_\_  
 Name / Title (Printed)

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

1525165-98  
 Oregon Business Registry #

Approved as to Form:

FLLC/Michigan  
 Entity Type / State of Formation

\_\_\_\_\_  
 County Counsel    Date

**ATTACHMENT A**  
**RFP #2019-01**  
**Whole Body Digital X-Ray Scanning System- Medical Examiner's Office**  
**Issued January 15, 2019**

**ATTACHMENT B**  
**Contractor's Proposal**



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 11, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County Service District No 5 for  
Transfer of Appropriations for Fiscal Year 2018-2019

Purpose/Outcome	Budget change FY 2018-2019
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2018 - June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018
County Counsel Review	County Counsel has reviewed and approved this Resolution on April 2, 2019.
Strategic Plan Alignment	Build public trust through good government
Contact Person	Wendi Coryell, 503-742-4657

**BACKGROUND:** Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The Clackamas County Service District #5 Street Lighting Fund is transferring from contingency and budgeting to better align actual costs related to the installation of street lights along Mcloughlin Blvd.

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Wendi Coryell  
Service District No 5 Specialist

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

In the Matter of Providing  
Authorization to Transfer  
Appropriations within the Fiscal Year  
2018-19



Resolution Order No. \_\_\_\_\_  
*Page 1 of 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

Clackamas County Service District No 5 Street Lighting Fund,

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2018 through June 30, 2019.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under ORS 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this \_\_\_\_\_ day of April, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

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

**TRANSFER REQUEST**  
**Exhibit A**  
**April 11, 2019**

**CLACKAMAS COUNTY SERVICE DISTRICT #5 STREET LIGHTING FUND**

Expenses:

Public Ways & Facilities	\$ 250,000
Not Allocated to Organizational Unit	
Contingency	<u>(250,000)</u>
Total Expenditures	<u><u>\$ -</u></u>

The Clackamas County Service District #5 Street Lighting Fund is transferring from contingency and budgeting to better align actual costs related to the installation of street lights along McLoughlin Blvd.